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DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS FOR

WEST HAVEN

POLK COUNTY, FLORIDA

ANGLO INVESTMENTS, INC.

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	I
ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION	4
Section 1. Existing Property	4
Section 2. Additional Property	4
ARTICLE 01 THE ASSOCIATION	4
Section 1. The Master Association	4
Section 2. Membership	4
Section 3. Voting Rights	4
Section 4. Neighborhoods	5
Section 5. Multiple Owners	6
Section 6. Commercial Parcels	6
Section 7. Duties, Powers and Authority of the Association	6
ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES	6
Section 1. Easements	6
Section 2. Recreational Facilities	7
Section 3. Title to Common Property	7
Section 4. Exclusive Common Property	8
Section 5. Extent of Easements	8
Section 6. Easement Reserved to Declarant Over Common Property	9
Section 7. Exculpation From Liability and Responsibility	9
Section 8. Uncontested Government Utilization of Private Streets	10
Section 9. Delegation of Rights	10
ARTICLE V INSURANCE AND CASUALTY LOSSES	10
ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS	11

Section 1. Creation of Lien and Personal Obligation: Effect of Nonpayment	11
Section 2. Purpose of Assessments	12
Section 3. Determination of Annual Assessments	13
Section 4. Other Assessments	14
Section 5. Commencement of Annual Assessments; Initial Annual Assessment; Due Dates	16
Section 6. Certificate of Payment	16
Section 7. Subordination of the Lien to Mortgages	16
Section 8. Declarant's Option to Fund Deficits	17
ARTICLE VII ARCHITECTURAL CONTROL	17
Section 1. Architectural Control; ARB	17
Section 2. Approval or Disapproval	18
Section 3. Violations; Waiver	19
Section 4. Variances	19
Section 5. Waiver of Liability	19
Section 6. Enforcement of Planning Criteria	19
ARTICLE VIII EXTERIOR MAINTENANCE	20
Section 1. Association Maintenance Responsibility	20
Section 2. Lot Owner's Responsibility	20
Section 3. Hotel Parcel and Rental Car Parcel Owner's Responsibility	21
Section 4. Default	21
Section 5. Assessment of Cost	21
Section 6. Access at Reasonable Hours	21
Section 7. Neighborhood Maintenance	22
ARTICLE IX RESTRICTIVE COVENANTS	22
Section 1. Wells	22

Section 2. Obnoxious or Offensive Activity	22
Section 3. Rules and Regulations	22
Section 4. Leasing Provisions	23
Section 5. Animals	24
Section 6. Garbage and Trash	24
Section 7. Storage Receptacles	24
Section 8. Vehicles	24
Section 9. Temporary Structures	24
Section 10. Signs	25
Section 11. Lighting	25
Section 12. Air-Conditioning Equipment	25
Section 13. Drainage Structures	25
Section 14. Aerials; Flagpoles; etc	25
Section 15. Subdivision	25
Section 16. Completion of Construction	25
Section 17. Excavation	25
Section 18. Fences and Walls	26
Section 19. Clotheslines	26
Section 20. Play Structures and Yard Accessories	26
Section 21. Trees and Landscaping	26
Section 22. Pools	26
Section 23. Home Business	27
Section 24. Dwellings, Garages and Screened Patios	27
Section 25. Tree Removal	27
Section 26. Discharge into Lakes	28

Section 27. Refuse Collection	28
Section 28. Ramps	28
Section 29. Declarant Proviso	28
ARTICLE X ADDITIONAL COVENANTS AND RESTRICTIONS	28
Section 1. Residential Lots	28
Section 2. Commercial Parcels	28
Section 3. No Owner Imposed Restrictions	29
ARTICLE XI AMENDMENT	29
Section 1. By Declarant	29
Section 2. By Members	29
Section 3. Validity and Effective Date	29
Section 4. District	29
ARTICLE Xn HUD/VA AND DISTRICT APPROVAL RIGHTS	29
ARTICLE XIII DURATION AND TERMINATION; TRANSFERABILITY	30
Section 1. Term	30
Section 2. Covenants Running With The Land	30
Section 3. Dissolution of Association	31
ARTICLE XIV ENFORCEMENT	31
Section 1. Remedies	31
Section 2. Severability	31
Section 3. Notices	31

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
WEST HAVEN

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this ____ day of _____, 2000 by ANGLO INVESTMENTS, INC., a Florida corporation, whose post office address is 101 Thousand Oaks Boulevard, Davenport, Florida 33837 ("Declarant").

RECITALS:

A. Declarant owns the real property located in Polk County, Florida described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), which is part of that property commonly known as "West Haven."

B. Declarant intends to develop West Haven into a mixed-use community comprised of commercial parcels, residential building lots, streets, entrance walls, entrance gates, street lights, recreational facilities and a surface water management system for the benefit of the owners and residents of West Haven.

C. Declarant desires to preserve and enhance the values and quality of life in West Haven; the health, safety and welfare of the owners and residents thereof, and to provide for the maintenance of certain areas and improvements which benefit the community; and to these ends, Declarant desires to subject the Property to this Declaration.

D. Declarant has incorporated, or will incorporate, a non-profit corporation to which may be conveyed title to certain property and to which may be delegated to the powers of and responsibility for maintaining and administering certain property and improvements, administering and enforcing this Declaration, and collecting and disbursing the moneys derived from the assessments hereafter levied.

DECLARATION:

NOW, THEREFORE, Declarant declares that the Property is and shall be improved, held, transferred and occupied subject to this Declaration.

ARTICLE I
DEFINITIONS

When used in this Declaration, the following words shall have the following meanings:

(a) "Articles" shall mean and refer to the Articles of Incorporation of the Master Association.

(b) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Master Association.

(c) "Builder" shall mean and refer to any person or entity which purchases one or more Lots for the purpose of constructing improvements for later sale to consumers, or who purchases one or more Parcels of land within the Property for further subdivision, development, and/or resale in the ordinary course of business.

(d) "Bylaws" shall mean and refer to the Bylaws of the Master Association.

(e) "Common Expense" shall mean and refer to the actual and estimated expense of operating the Master Association and meeting the costs to be incurred by the Master Association in performing its duties and in exercising its prerogatives, including without limitation the costs incurred for operation, maintenance, insurance and improvement of the Common Property and any reserves from time to time established by the Board.

(f) "Common Property" shall mean and refer to all real and personal property owned or from time to time intended to be owned, operated and maintained by the Master Association and devoted to the use and enjoyment of all Members of the Association, all at Common Expense, including, but not limited to, the entrance walls, entrance gates, private streets, lighting, certain recreational facilities designated by the Association, utilities, retention areas, Surface Water or Stormwater Management System and drainage easements depicted on the Master Plan or any plat of the Property. The Common Property shall be owned and maintained by the Master Association unless and until dedicated or accepted by government authority or utility company.

(g) "Declarant" shall mean and refer to Anglo Investments, Inc., a Florida corporation and its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

(h) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for West Haven.

(i) "District" shall mean and refer to the Southwest Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

(j) "Dwelling" shall mean and refer to a single family residence constructed on a Lot for which a certificate of occupancy has been issued.

(k) "Exclusive Common Property" shall mean and refer to a portion of the Common Property benefiting a particular Neighborhood. Use of the Exclusive Common Property within a Neighborhood shall be restricted to the Owners, and their guests or invitees, of Dwellings within such Neighborhood.

(l) "Hotel Parcel" shall mean and refer to that certain Parcel identified as "Hotel" within the Village Center as such designated on the Master Plan.

(m) "Lot" shall mean and refer to each residential building site created by any recorded plat of the Property, including any Dwelling located thereon once constructed.

(n) "Master Association" shall mean and refer to West Haven Homeowners' Association, Inc., a Florida corporation not for profit, and its successors and assigns.

(o) "Master Plan" shall mean and refer to the most recent Land Use Plan for the development of West Haven approved by Polk County, Florida, as it may be amended from time to time, which includes all of the Existing Property and the Additional Property, as both are defined in Article II, Section 1. A copy of the existing Master Plan at the time of recording of this Declaration is attached hereto as Exhibit "B".

(p) "Member" shall mean and refer to each Member of the Association as provided in Article III, Section 2.

(q) "Neighborhood" shall mean and refer to a group of Lots within the Property designated as a separate Neighborhood on the Master Plan which share Exclusive Common Property and/or receive other benefits or services from the Association which are not provided to all Lots or Parcels within the Property.

(r) "Neighborhood Expenses" shall mean and refer to the actual and estimated expenses which the Master Association incurs or expects to incur for the benefit of Owners of Lots within a particular Neighborhood which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration or in any Supplemental Declaration applicable to such Neighborhood.

(s) "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Parcel or Lot in the Property, but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to a Parcel or Lot pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. All owners of a single Parcel or Lot shall be treated for all purposes as a single Owner, irrespective of whether such ownership is joint, in common or tenancy by the entirety.

(t) "Parcel" shall mean and refer to any separately designated area on the Master Plan, with the exception of the Common Property, those areas designated as Neighborhoods and any public roadway.

(u) "Property" shall mean and refer to the real property described above in this Declaration and shall farther refer to such Additional Property as may hereinafter be annexed by Supplemental Declaration to this Declaration.

(v) "Rental Car Parcel" shall mean and refer to that certain Parcel identified as "Rental Car Site" on the Master Plan.

(w) "Supplemental Declaration" shall mean and refer to an instrument filed in the Official Records of Polk County, Florida which subjects additional property to this

Declaration, designates Neighborhoods, and/or imposes, expressly or by reference, additional restrictions and obligations on the portion of the Property described in such instrument.

(x) "Surface Water or Stormwater Management System" shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quality and quantity of discharges from the system, as permitted pursuant to the Florida Administrative Code.

(y) "West Haven" shall mean and refer to that Planned Unit Development which is located in Polk County, Florida and is known as West Haven, as same is depicted and legally described in the Master Plan.

(z) "Voting" shall mean and refer to the voting procedures for exercising each Lot or Parcel voting rights as such procedure is set forth in the By-Laws and Articles governing the Master Association, and this Declaration, as the same are amended from time to time.

ARTICLE H PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The initial Property described above in this Declaration is and shall be improved, held, transferred and occupied subject to this Declaration. The Property is to be platted in multiple phases. Each phase shall be subject to this Declaration.

Section 2. Additional Property. Declarant may, at any time and from time to time, subject Additional Property described in the Master Plan to this Declaration by recording a Supplemental Declaration describing such Additional Property

ARTICLE m THE ASSOCIATION

Section 1. The Master Association. The Master Association is a nonprofit corporation charged with the duties and vested with the powers prescribed by law or set forth in the Articles, the Bylaws and this Declaration. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Master Association shall be required to be either (1) a Member of the Master Association, or (2) an officer, director or agent of the Declarant. The Board and such officers as the Board may appoint shall conduct the affairs of the Master Association.

Section 2 Membership. Each Owner (including Declarant) shall be a Member of the Master Association. The Master Association membership of each Owner shall be appurtenant to and inseparable from the Lot or Parcel giving rise to such membership, and any transfer of title to a Lot or Parcel shall operate automatically to transfer to the new Owner the membership in the Master Association appurtenant to that Lot or Parcel.

Section 3. Voting Rights

. The Master Association shall have four (4) classes of voting memberships as follows:

West Haven Declaration of Covenants, Conditions and Restrictions
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(a) Class "A". Class "A" Members shall be all Owners of Lots, with the exception of Declarant for so long as Declarant retains Class "B" voting rights. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member.

(b) Class "B". The Class "B" Member shall be Declarant. Upon the execution of this Declaration, the Class "B" Member shall be entitled to nine (9) votes for each Lot owned by the Class "B" Member. The number of Class "B" votes shall be reduced by one (1) vote for each Class "A" vote from time to time existing. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

(i) When the total outstanding Class "A" votes in the Master Association equals or exceeds the total outstanding Class "B", Class "C" and Class "D" votes;

(ii) At such earlier time as Declarant, in its discretion, may so elect; or

(iii) As otherwise required by Florida law.

Upon the happening of any one of these events, Declarant shall call a special meeting of the Members to advise the Master Association membership of the termination of Class "B" membership.

(c) Class "C". The Class "C" Member shall be the Owner of the Hotel Parcel. For purposes of voting, the Class "C" Member shall be entitled to nine (9) votes for each hotel room within the hotel facility as contemplated from time to time on the Master Plan, provided; however, once the hotel is constructed, the actual number of rooms constructed shall control.

(d) Class "D". The Class "D" Member shall be the Owner of the Rental Car Parcel. For purposes of voting and assessment only, the Class "D" Member shall be treated as if it owned nine (9) Lots.

In the event Master Plan is changed so that the Hotel Parcel is developed as residential or another commercial use, the Board of Directors of the Master Association shall allocate votes to said Parcel reasonably consistent with Class B or otherwise so as to provide voting rights to said Parcel commensurate with its developed use.

Section 4. Neighborhoods. Every Lot shall be located within a Neighborhood as defined in Article I, Section (q). The Lots within a particular Neighborhood may be subject to additional covenants and/or the Owners may all be members of a Neighborhood Association in addition to the Master Association, but no such Neighborhood Association shall be required except as required by law. Any Neighborhood which does not have a Neighborhood Association shall elect a Neighborhood Committee, as described in Article V, Section 5.3, of the By-Laws, to represent the interests of Owners of Lots in such Neighborhood.

Each Neighborhood, upon the affirmative vote, written consent, or a combination thereof, of a majority of Class "A" and Class "B" votes within the Neighborhood, may request that the Master Association provide a higher level of service or special services for the benefit of Lots in such Neighborhood, the cost of which shall be assessed against the benefited Lots as a Neighborhood Assessment pursuant to Article VI, Section 4(a).

Exhibit "A" to this Declaration and each Supplemental Declaration submitting Additional Property to this Declaration shall initially assign all residential property submitted thereby to a specific Neighborhood (by name or other identifying designation), which Neighborhood may be then existing or newly created. So long as it has the right to subject Additional Property to this Declaration, and until such time as a plat for a Neighborhood is recorded in the public records of the County, the Declarant may unilaterally amend this Declaration or any Supplemental Declaration to redesignate Neighborhood boundaries.

Section 5. Multiple Owners. Class "A" members shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Lot. Unless otherwise specified in this Declaration or the By-Laws, the vote for each Lot shall be exercised by the voting member representing the Neighborhood of which the Lot is a part, as described in Section 4 hereof

In any situation where a Member is entitled personally to exercise the vote for his Lot and more than one (1) person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those persons determine among themselves and advise the Secretary of the Master Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) person seeks to exercise it

Section 6. Commercial Parcels. The Owners of the Hotel Parcel and the Rental Car Parcel shall each designate a voting member for such Parcel who shall cast all votes attributable to said Parcel on all Master Association matters requiring membership vote, unless otherwise specified in this Declaration or the Bylaws.

Section 7. Duties, Powers and Authority of the Association. The Master Association shall have all the powers of a non-profit corporation organized under the laws of Florida, subject only to such limitations as are set forth in the Articles, the Bylaws, or this Declaration. The Master Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles, or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Master Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Common Property.

In addition, the Master Association shall be responsible for the maintenance, operation, and repair of the Surface Water or Stormwater Management System, Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the District.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Easements

Except as specifically provided herein, the Master Association and each Owner (including Declarant) shall have a non-exclusive right, privilege and easement of use and enjoyment in and to the Common Property, and such rights shall be appurtenant to and shall pass with the title to every Lot and Parcel. Said rights shall include, but not be limited to, the following:

(a) Right-of-way for ingress and egress by vehicles and on foot through and across any streets, roads or walks in the Common Property for all lawful purposes;

(b) Rights and easements to connect with, maintain, and make use of utility lines and facilities, to the extent such structures, areas, lines or facilities may exist in or along the platted streets, easements or the Common Property;

(c) Rights to use and enjoy the Common Property for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, the rules and regulations of the Master Association, or applicable governmental regulations; and

(d) A perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain, or repair the system. The Master Association shall have the right to enter upon any portion of any Lot or Parcel which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain, or repair the Surface Water or Stormwater Management System as required by the District permit. Additionally, the Master Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the Master Association.

(e) As to the Master Association only, an easement over the Property as necessary to enable the Master Association to fulfill its maintenance responsibilities under Article VI, Section 2. The Master Association shall also have the right, but not the obligation, to enter upon any Parcel, Lot or Dwelling in the event of an emergency, to preserve the quality of life within the community, to perform maintenance, and to inspect for the purpose of ensuring compliance with and enforcement of this Declaration.

Section 2. Recreational Facilities. The recreational facilities (the pool, cabana clubhouse and easterly four (4) tennis courts), as depicted within the Village Center on the Master Plan, shall be erected and maintained exclusively for Owners of Dwellings within the Shire, the Village, the Glen and the Abbey Neighborhoods (as depicted on the Master Plan) and guests of Owners within such Neighborhoods; provided, however, that the Declarant shall have the right to permit such additional persons or Neighborhoods as the Declarant shall designate to use the recreational facilities. The use of these facilities shall be governed by rules and regulations established from time to time by the Master Association. The westerly two (2) tennis courts shall be reserved for the exclusive use of the Hotel Parcel.

Section 3. Title to Common Property. No later than the termination of the Class "B" Membership, Declarant shall convey to the Master Association fee simple title in and to the Common Property by Special Warranty Deed subject only to taxes and assessments for the year of conveyance and all subsequent years, this Declaration, easements and other matters of records.

Once conveyed to the Master Association, the Common Property may not be mortgaged or further conveyed without the consent of at least 75% of the Class "A", "C" and "D" Members and the Class "B" Member, if any. The Master Association shall accept the conveyance and shall have no right to reject same.

Section 4. Exclusive Common Property.

(a) Certain portions of the Common Property may be designated as Exclusive Common Property and reserved for the exclusive use or primary benefit of Owners and occupants within a particular Neighborhood. By way of illustration and not limitation, Exclusive Common Property may include entry features, recreational facilities, landscaped medians and cul-de-sacs, lakes and other portions of ~~the Common Property~~ within a particular Neighborhood. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Property shall be a Neighborhood Expense allocated among the Owners in the Neighborhood to which the Exclusive Common Property is assigned.

(b) Initially, any Exclusive Common Property shall be designated as such in the deed conveying such area to the Master Association or on the subdivision plat relating to such Common Property or by the recording of a Supplemental Declaration designating the same, provided, however, any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Common Property to additional Neighborhoods, so long as the Declarant has a right to subject Additional Property to this Declaration pursuant to Article II, Section 2 and provided the additional Neighborhoods are allocated a share of the expense.

(c) Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area and Exclusive Common Area may be reassigned upon approval of the Board and the affirmative vote, written consent or a combination thereof of a majority of the combined Class "A" and Class "B" votes within the Neighborhood affected by the proposed assignment or reassignment. As long as the Declarant owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Article II, Section 2, any such assignment or reassignment shall also require the Declarant's written consent.

Section 5. Extent of Easements. The rights and easements created in this Article IV shall be governed by the following:

(a) Subject to any conflicting rights of Declarant and the Owners set forth in this Declaration, the Master Association shall be responsible for the exclusive management, control and maintenance of any Common Property.

(b) Declarant, until conveyance of title to the Master Association, and the Master Association thereafter, may reserve to itself or to grant or dedicate to Declarant, any Owner, any governmental agencies and/or to any utility companies, easements and rights-of-way, in, through, under, over and across the Common Property for the installation, use, maintenance and inspection of lines and appurtenances for public or private utilities, stormwater drainage improvements and areas, and for completion of the development. No improvement or material may be placed upon any such easement as may damage or interfere with the installation or maintenance of utilities or that may alter or impede the direction or flow of drainage or the maintenance of the easement area.

(c) Declarant's rights reserved in this Declaration.

(d) Matters shown on any plat of the Property,

(e) The use of certain portions of the Common Property by the Owners of the Hotel Parcel and the Rental Car Parcel and their employees, guests or invitees may be limited by the Declarant.

Section 6. Easement Reserved to Declarant Over Common Property. Declarant hereby reserves such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including but not limited to (i) the right to use Common Property for rights-of-way and easements to erect, install, maintain, inspect and use electric, lighting and telephone poles, fixtures, wires, cables, conduits, sewers, water mains, pipes and equipment, telephone and telecommunications lines and equipment, and electrical equipment, gas, cable television, drainage facilities, ponds, ditches, or lines, or other utilities or services and for any other materials, equipment and services necessary or convenient for the completion, marketing, and use and enjoyment of the Property, (ii) the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance, (iii) the right to locate thereon wells, pumping stations and irrigation systems and lines, (iv) the right and easement of ingress and egress for purposes of development, construction and marketing, and (v) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of West Haven provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such easement, utility, equipment or service. Declarant also reserves the right to connect with and make use of the utility lines and drainage improvements which may from time to time be in or along the streets and roads, or within the Common Property or easement areas. The easements and rights-of-way herein reserved shall continue in existence in favor of Declarant after conveyance of Common Property to the Master Association until such time as Declarant has sold all Lots and Parcels in the Property.

Section 7. Exculpation From Liability and Responsibility. All streets within the boundary of a Parcel or Neighborhood, lakes and recreational facilities within West Haven and the Surface Water and Stormwater Management System for West Haven are private, not public. They have not been dedicated to or accepted or maintained by any governmental authority, including Polk County. It is contemplated that title to or easements for the Parcel or Neighborhood streets, lakes, recreational facilities and Surface Water and Stormwater Management System for West Haven have heretofore been or shall hereafter be granted and conveyed by the Declarant to the Master Association. Following such conveyance, the Master Association shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over and responsibility for the ownership, administration, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the Parcel or Neighborhood streets, lakes, recreational facilities and Surface Water and Stormwater Management System within West Haven unless jurisdiction and responsibility therefore is delegated to the Parcel Owner or Neighborhood Association by Supplemental Declaration. Accordingly, each Owner, by the acceptance of a deed or other conveyance to a Parcel, Lot or Dwelling shall be deemed to have agreed that neither the Declarant, Polk County

nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the Neighborhood streets, lakes, recreational facilities and the Surface Water and Stormwater Management System for West Haven; and each such Owner shall be deemed to have further agreed to look solely and exclusively to the Master Association with respect to any such liability or responsibility. West Haven Boulevard and West Haven Drive, as depicted on the Master Plan, have been or will be dedicated to and maintained by Polk County.

Section 8. Uncontested Government Utilization of Private Streets. Government agencies, including without limitation police, sheriff, fire, ambulance and postal services, which may, from time to time, need to travel over West Haven private streets, shall have unrestricted and uncontested utilization of all private streets of West Haven. Further, all West Haven private streets shall be subject to Polk County's jurisdiction in establishing such speed limits and traffic control signals as are deemed necessary and appropriate by the County. The Master Association shall take such action as may be necessary to coordinate and grant access to the applicable government agencies for the private streets.

Section 9. Delegation of Rights. Any Owner (including Declarant) may grant the benefit of any easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits with the condition that such tenants and guests agree to comply with all this Declaration and the reasonable rules, regulations and policies of the Master Association as may be promulgated from time to time, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

ARTICLE V INSURANCE AND CASUALTY LOSSES

The Board shall obtain insurance for insurable improvements on the Common Property or on any easement benefiting the Owners or the Master Association, public liability policies covering the Master Association and Members for damage or injury caused by the negligence of the Master Association or any of its Members, guests or agents, directors and officers liability insurance, and any other types of insurance coverages as the Board may deem appropriate, with such insureds, deductibles provisions and coverage types and amounts as shall be determined by the Board. Premiums for insurance so obtained shall be a Common Expense. The Master Association may elect to self-insure against any risk.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation; Effect of Nonpayment.

(a) Declarant, for each Lot owned by it in the Property, and each Owner other than Declarant, by acceptance of title to any Lot or Parcel, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Master Association; (1) annual assessments or charges, (2) Neighborhood Assessments, (3) special assessments, and (4) individual assessments, as applicable. Said assessments shall be fixed, established and assessed to the Owners as hereinafter provided. The assessments, together with interest thereon, late charges and costs of collection, including without limitation court costs and reasonable attorneys' and paralegals' fees (including such fees and costs before trial, at trial and on appeal), shall be a charge and a continuing lien upon the Lot or Parcel against which such assessment is made, together with any Dwelling or other improvement located on said Lot or Parcel, from and after the date on which such assessment is due. Each such assessment, together with the aforementioned interest, late charges, costs and fees, shall also be the personal obligation of the person who was the Owner of the Lot or Parcel at the time the assessment fell due.

Assessments (or installments thereon as determined by the Board) must be paid by the due date. If any assessment or installment is not paid within ten (10) days of the due date, then such assessment shall be deemed delinquent and the delinquent assessment, together with interest thereon and such late charges of Twenty Five Dollars (\$25.00) as shall be imposed by the Board at its discretion, and the cost of collection thereof, shall be secured by a continuing lien on the Lot or Parcel as to which the assessment accrued, and upon the Dwelling or other improvement located on that Lot or Parcel. Such lien shall be superior to all other liens hereafter created except taxes or assessments levied by governmental authority, and except as to the lien of any first mortgage. The lien shall be prior to and superior in dignity to homestead status. The said lien shall bind such Lot or Parcel and any Dwelling or other improvement located thereon in the hands of the then Owner and each subsequent Owner. The personal obligation of the Owner to pay such assessment, however, shall remain that Owner's personal obligation for the statutory period and personal liability shall not pass to the successors in title unless expressly assumed by them.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied late fees as hereinafter provided, and the Master Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Parcel or Lot and any Dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment the aforesaid interest, late charges, costs of collection and attorneys' and paralegals' fees, as foresaid, and the said fees and costs of collection shall be recoverable whether or not suit be brought. The Owner shall also be required to pay the Master Association any assessments against the Parcel or Lot which become due during the period of foreclosure. The Master Association shall have the right and power to bid at the foreclosure sale and to own, sell, lease, encumber, use and otherwise deal with the

Parcel or Lot and any Dwelling located thereon as Owner thereof. The Master Association may suspend an Owner's voting rights and right to use recreational facilities for any period during which any assessment against that Owner's Lot or Parcel remains unpaid.

(b) Exempt Property. The following property shall be exempt from the assessments, charges and liens created herein:

1. Common Property;
2. Lands which have been dedicated to Polk County or other governmental authority, any utility company or the public; and
3. Lots or Parcels owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Master Association pursuant to Section 8 of this Article.

No other land or improvements in the Property shall be exempt from these assessments, charges or liens. No Owner may avoid assessment obligations by virtue of non-use, abandonment or forfeiture of the Common Property.

Section 2. Purpose of Assessments. The assessments levied by the Master Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the Property and Owners thereof, for the performance by the Master Association of its duties and for the exercise of the powers conferred upon it, for the improvement and maintenance of the Common Property, and for any other purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following:

- (a) Payment of Master Association operating expenses;
- (b) Lighting, irrigation, maintenance, improvement and beautification of streets sidewalks and easement areas, and acquisition, maintenance, repair and replacement of community identification signs, recreational facilities and traffic control devices, and control and regulation of traffic in the community;
- (c) To pay, contest or compromise real and personal property taxes and assessments separately levied upon or assessed against the Master Association or the Common Property;
- (d) Management, maintenance, repair, replacement, improvement and beautification of the Common Property, landscaping or recreational facilities and easement areas benefiting the community, including management fees paid to a professional management company to manage and administrate the affairs of the Master Association;
- (e) Provided Declarant does not elect to fund the deficit as provided in Section 8 of this Article VI, repayment of deficits previously incurred by the Master Association, if any, in maintaining or making capital improvements to or upon the Common Property or in furnishing services to or for the Members of the Master Association;

- (f) Funding of appropriate reserves for future Common Expense;
- (g) Procurement and maintenance of insurance, and employment of accountants, attorneys and other professionals to represent or advise the Master Association;
- (h) Doing anything necessary or desirable in the judgment of the Board to keep the Property and the Common Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners;
- (i) Maintenance and repair of the Surface Water or Stormwater Management System including but not limited to work within lakes, drainage structures and drainage easements;
- (j) Operation, maintenance, and management of the central sewer system, including lift station, on the Common Property;
- (k) Unless otherwise provided by the applicable government entity, all Owners and occupants of Dwellings shall participate in and be responsible for a Master Association approved garbage disposal program and/or recycle program. The Master Association shall have the right to require all Owners to participate in a uniform solid waste program serviced by a single provider for a separate pass through fee, which shall be a Common Expense. The Master Association shall have the right to prevent multiple provider pickups; and
- (l) The Master Association shall have the right to negotiate with a duly licensed company whose service area includes West Haven to be the exclusive provider of cable television service to the community. All Owners shall be required to utilize said provider if said Owner wishes to subscribe to cable television services. The fee paid by the Master Association shall be a Common Expense and shall be assessed against all Owners, whether or not that Owner actually utilizes the services, as part of the annual assessments.

Section 3. Determination of Annual Assessments.

- (a) Operating Budget. At least thirty (30) days prior to the end of the Master Association's fiscal year, the Board shall prepare a budget of the estimated costs of operating the Master Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvement budget items approved by the Board under Subsection (b), below.
- (b) Capital Budget. Each year, the Board shall prepare a capital budget taking into account the number, type, life expectancy and expected replacement cost of replaceable assets. The Board shall then set the required annual capital contribution in an amount sufficient to meet the projected capital needs of the Master Association on a timely basis. The annual capital contribution fixed by the Board shall then be included in the annual operating budget and annual assessments described in Subsection (a), above.
- (c) Adoption of Budget. The Board shall mail to each Member a copy of the capital budget, operating budget and projected annual assessments to be levied for the next fiscal

year at least fifteen (15) days prior to the end of the Master Association's current fiscal year. The operating budget and annual assessments shall automatically become effective unless and until disapproved at a special meeting of the Members held not later than thirty (30) days after the proposed budget and assessments are mailed to the Members. To be effective, the disapproval must be by a vote of 75% of the Class "A", ^{HCM} and ^{NDM} votes and said disapproval must be ratified by the affirmative vote or written consent of the Class "B^M" Member, if such exists. In the event that the membership so disapproves the operating budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new budget shall have been determined, the budget and annual assessments for the preceding year shall continue in effect.

(d) Allocation of Annual Assessments Among Lots The operating budget of the Master Association shall be assessed against all Owners and Lots in the Property in an equal amount per Lot, except: (i) with respect to Declarant's Lots as provided in Section 8 of this Article, and (ii) with respect to the recreational facilities within the Village Center, the costs of operation and maintenance of which shall be assessed in an equal amount per Lot only against Owners within the Shire, the Village, the Glen and the Abbey Neighborhoods. Annual assessments shall be levied on the Hotel Parcel as if each hotel room were deemed a Lot and shall be levied on the Rental Car Parcel as if it were comprised of nine (9) Lots. In the event the Hotel Parcel is not developed as a hotel use, assessments shall be levied against the Hotel Parcel in a manner consistent with the type of use adopted for the Hotel Parcel as determined by the Board of Directors of the Association at the time the use is changed.

Section 4. Other Assessments.

(a) Neighborhood Assessments. It shall be the duty of the Board annually, at least thirty (30) days prior to the end of the Master Association's fiscal year, to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Master Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration or the By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Costs associated with a Neighborhood's Exclusive Common Property shall be included in the budget. Any Neighborhood may request that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Neighborhood Expenses shall be allocated equally and shall be levied as a Neighborhood Assessment; provided, if the Supplemental Declaration applicable to the Neighborhood so provides, certain Neighborhood Expenses shall be allocated only among benefited Lots in proportion to the benefit received. The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Lot for the coming year to be delivered to each Owner of a Lot in the benefited Neighborhood at least fifteen (15) days prior to the end of the current fiscal year. Such budget and assessment shall become effective unless disapproved at a special meeting of the Neighborhood Association or Neighborhood Committee, as applicable held not later than thirty (30) days after the proposed budget and assessments are mailed to the Members. To be effective, the disapproval must be by a vote of 75% of the membership of the Neighborhood.

(b) Special Assessments. In addition to the annual assessments levied pursuant to Section 3, the Board may levy at any time a special assessment to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses (the obligation of the Class "C" and Class "D" Members to pay special assessments shall be computed on the same basis as annual assessments), against the property within any Neighborhood if such special assessment is for Neighborhood Expenses, or against the property within a Parcel if such special assessment is for expenses related to that Parcel. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of: (i) a majority of the total votes in the Master Association (if a Common Expense) or in the Neighborhood (if a Neighborhood Expense) which will be subject to such Special Assessment, and (ii) the affirmative vote or written consent of the Class "B" Member, if any. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

(c) Individual Assessments. The Board may levy an individual assessment against any Owner and that Owner's Parcel or Lot and any Dwelling located thereon in order to cover costs incurred by the Master Association due to that Owner's failure to maintain its Lot or the Dwelling located thereon, or its Parcel, pursuant to the standards set forth in this Declaration, or the rules and regulations of the Master Association as adopted by the Board, or to reimburse the Master Association for loss or damage to any Common Property including but not limited to recreational facilities, and traffic control devices, entrance gates, lighting or easement areas caused by that Owner or his lessee, agent, contractor, guest or occupant or for any other purpose permitted by this Declaration.

(d) Commencement Assessment. A commencement assessment of Five Hundred Dollars (\$500) per Lot shall be paid by the original purchaser (other than a Builder), to the Master Association, of a Dwelling constructed on a Lot by the Builder at the time of closing on the Dwelling.

(e) Resale Administrative Assessment. The Master Association shall charge an administrative assessment of Two Hundred Dollars (\$200.00) for the resale of a Lot by the original purchaser (other than a Builder).

(f) Special Road Reserve. In addition to the other assessments authorized by this Declaration, the Board may levy a special road reserve assessment. The Master Association shall from time to time, hire a registered engineer who, using good engineering practices, shall periodically (as determined in the reasonable discretion of the Board) inspect the private streets and review the maintenance thereof. In the event such registered engineer determines there are any needed repairs, such repairs shall be commenced by the Master Association as soon as practicable following its receipt of the final written report of the registered engineer. Such repairs shall be completed as expeditiously thereafter as reasonably possible. In addition, all contracts with Builders and all contracts for the sale of Lots in West Haven (including resales) shall incorporate the following disclosure:

Notice of Private Maintenance Assessments
and Reserve Account.

"Prospective purchasers of Lots within West Haven are hereby notified that the private roads existing and to be constructed in West Haven must be maintained, resurfaced and repaired by the Master Association as more particularly described in the Declaration of Covenants, Conditions and Restrictions for West Haven as recorded in O.R. Book_____, Page_____, Public Records of Polk County, Florida (the "Declaration"). The assessments will, in part, be placed into a separate reserve account, in order to create a reserve sufficient to repave all roads in West Haven every ten (10) years. The Association shall annually have the private roads inspected by a registered engineer using the reserve funds. This notice shall be included in each sale contract and/or resale contract relating to the sale or resale of a Lot in West Haven, as appropriate."

(g) Late Charges. See Article VI, Section 1 (a).

Section 5. Commencement of Annual Assessments: Initial Annual Assessment: Due Dates. The obligation to pay assessments shall commence as to each Lot or Parcel on the first day of the month following: (a) the month in which the Lot or Parcel is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies an assessment pursuant to this Article, whichever is later; provided, however, the obligation to pay for lawn maintenance and cable television services shall not commence until the Dwelling or other improvement constructed on the Lot or Parcel has been completed and received a certificate of occupancy. The annual assessment for the balance of the calendar year in which this Declaration is recorded shall not be pro-rated based on the number of days remaining in the calendar year. Annual assessments shall be due, in advance, on or before the commencement of the Master Association fiscal year for which imposed; but the Board may elect to collect annual assessments in monthly, quarterly, or semiannual installments. In the event of such deferred payments, the Board may, but shall not be required to, charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any annual assessment upon default in the payment of any installment thereon. Annual assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. Initially, the assessments described herein shall be collected on a quarterly basis.

Section 6. Certificate of Payment Upon request, the Master Association shall furnish to any Owner or its agent liable for assessment a certificate setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties relying thereon of the payment of any assessment therein stated to have been paid. The Master Association may charge such Owner a reasonable administrative fee for such services.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage of record (meaning any recorded mortgage with priority over other mortgages made with a lender who is not related to the mortgage grantor by blood or marriage) made in good faith and for value. Any such

mortgagee which obtains title to a Parcel or Lot by foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessment pertaining to such Parcel or Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee. Such uncollected assessments, interest, late charges, and collection costs incurred shall be deemed a Common Expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Parcel or Lot from the lien for assessments thereafter falling due. No sale or transfer shall release such Parcel or Lot from liability for any assessment thereafter becoming due.

Section 8. Declarant's Option to Fund Deficits. Notwithstanding anything contained in this Declaration to the contrary, Declarant shall not be obligated to pay any annual, Neighborhood, special or individual assessment as to any Parcel or Lot owned by it during any period of time that Declarant pays the Common Expense actually incurred over and above the income derived from annual, special and individual assessments collectible from the Class "A", "C" and "D" Members. For purposes of this subsidy arrangement, Declarant need not subsidize or pay replacement reserves or capital expenditures. Declarant, at its option, may elect at any time to abandon the subsidy approach and commence payment of the annual, Neighborhood and special assessments thereafter falling due for the Parcels or Lots then owned by Declarant, prorated as of the end of the subsidy program.

ARTICLE Vn ARCHITECTURAL CONTROL

Section 1. Architectural Control: ARB. The improvement of residential and commercial property within West Haven shall be subject to architectural review. This review shall be in accordance with this Article and the Planning, Construction and Development Criteria ("the Planning Criteria") which may be adopted from time to time by the Architectural Review Board (the "ARB"). No sitework, landscaping, utility extensions, drainage improvement, paving, parking area, swimming pool, pool enclosure, building, fence, wall or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, except for small plantings or annuals, shall be commenced, erected or maintained until the plans showing such details as the nature, size, workmanship, design, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been approved in writing by the ARB as to consistency with Declarant's development plan and the Planning Criteria, harmony of exterior design and materials, location in relation to surrounding structures, and drainage features and topography.

It shall be the responsibility of each Owner and Builder at the time of construction of the Dwelling on any Lot, or improvement to any Parcel, to comply with the Planning Criteria for West Haven including the Surface Water Management System on file with the District pursuant to Chapter 40D-4, F.A.C.

The ARB shall promulgate and revise from time to time the Planning Criteria. The Planning Criteria shall be written and made available to all Builders in the Property and to all

Owners or prospective Owners. The Planning Criteria may include any matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration.

So long as Declarant owns any property subject to this Declaration, Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants of the Property. Decisions of the ARB shall be by majority action. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors at Common Expense.

Section 2. Approval or Disapproval Unless waived by the ARB, all plans shall be prepared by an architect or engineer licensed by the State of Florida, said person to be employed by and at the expense of the Builder or Owner. Determinations by the ARB shall be binding on each Builder or Owner. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that a proposed improvement, alteration, etc. is not consistent with the Planning Criteria or the Declarant's development plan, or in the best interest of West Haven, such alteration or improvement shall not be made. Approval of the plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot or Parcel, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot or Parcel, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed item of improvement inharmonious or out of keeping with the general development plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Builder or Owner prior to applying for a building permit. The Builder or Owner shall obtain a written receipt for the plans and specifications from the ARB. Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after receipt of such submittal or re-submittal by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be approval of the plans as submitted or re-submitted. The ARB approval or disapproval shall be written and shall be accompanied by one (!) copy of the plans, etc., to be returned to the Builder or Owner. Whenever the ARB disapproves plans, the ARB shall specify the reason or reasons for such disapproval.

Builders may submit house and landscape plans for proposed home designs to the ARB for pre-approval, which plans shall show the structural design, exterior elevations, landscape plan, typical irrigation plan, driveway materials and exterior lighting for the homes. All possible variations in exterior materials and colors for each home design shall be included in the submittal. Once approved by the ARB, the Builder may construct such home within West Haven; provided, however, pre-approval of a home design shall not imply approval of the layout of the Dwelling on the Lot or the drainage features of such Lot. In the event the layout of the Dwelling complies with all setback requirements contained in the development order, ARB approval of the layout shall not be required.

Section 3 Violations: Waiver. The work must be performed strictly in accordance with the plans as approved. If after plans have been approved, the improvements are altered, erected, or maintained upon the Lot or Parcel other than as approved, same shall be deemed to have been undertaken without ARB approval. After one (1) year from completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by any member of the ARB shall appear in the Polk County public records, or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with these provisions.

Section 4. Variances. The ARB may grant variances from compliance with any of the architectural provisions of this Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. Such variances must be written and must be signed by at least two (2) members of the ARB. If variances are so granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Parcel or Lot and the particular provision covered by the variance, nor shall it affect the Builder's or Owner's obligation to comply with all applicable governmental laws and regulations.

Section 5 Waiver of Liability. Neither Declarant, the ARB or the Master Association shall be liable to anyone submitting plans for approval or to any Builder, Owner or occupant of the Property by reason of or in connection with approval or disapproval of any plans, or for any defect in any plans submitted, revised, or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans. Approval of plans, or any other approvals, variances or consents, are given solely to protect the aesthetics of the Property in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with applicable laws, codes, rules or regulations, nor shall ARB approval be deemed approval of any plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits plans for approval agrees, by submission of such plans, and every Builder, Owner or occupant of any Parcel or Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages.

Section 6 Enforcement of Planning Criteria. Declarant and the Master Association shall have the standing and authority on behalf of the Master Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should Declarant or the Master Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Builder or Owner. To facilitate collection of incurred attorneys' fees and costs, the Board may levy an individual assessment against the violating Builder or Owner. Should any Builder or Owner fail to comply with the requirements hereof after thirty (30) days written notice, Declarant and the Master Association shall have the right but not the obligation to enter upon the Builder's or Owner's Lot or Parcel, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the

Planning Criteria, and charge the cost thereof to the Builder or Owner as an individual assessment. Declarant and the Master Association, or their agents or employees, shall not be liable to the Builder or Owner or to any occupant or invitee of any Lot or Parcel for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

ARTICLE VPI
EXTERIOR MAINTENANCE

Section 1. Association Maintenance Responsibility.

(a) Common Property. The Master Association shall maintain and keep in good repair the Common Property, easement areas benefiting the Master Association, and the landscaping and other improvements located thereon. Such duties include without limitation, road, lighting, sign, sidewalk and wall repairs, irrigation, fertilization, weeding, mowing, trimming, spraying and periodic replacement of ~~damaged~~ or diseased plantings.

(b) Lots. Unless otherwise provided in a Supplemental Declaration applicable to a Neighborhood, the Master Association shall maintain landscaping on all property adjacent to (but outside the boundaries of) the Dwellings, and maintain all landscaping installed as part of the initial construction on the Dwellings and any necessary replacements thereof, except landscaping within any enclosed courtyard or patio or other area not readily accessible from outside the Dwelling. Such maintenance shall include fertilizing, watering, pruning and replacement as necessary, and maintenance of irrigation equipment (including, without limitation, sprinklers, pumps, wells, water lines and time clocks). The maintenance cost for any landscaping installed by an Owner in addition to that installed as a part of the initial construction of the Dwelling shall be charged to such Owner as an individual assessment pursuant to Article VI, Section 4(c).

(c) Water Management System. The drainage easements and drainage retention ponds depicted on the Master Plan comprise part of the master Surface Water Management System for the Property as approved and permitted by the District. It is the responsibility of the Master Association, at Common Expense, to operate, maintain and repair the overall system and to enforce, or to take such appropriate action as may be necessary to cure violations of, the routine maintenance and non-interference covenants of the Owners under this Declaration, and when appropriate, to levy special assessments or individual assessments therefor. Maintenance of the Surface Water or Stormwater Management System shall include the exercise of practices which allows the system to provide drainage, water storage, conveyance and other surface water management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the District.

Section 2. Lot Owner's Responsibility. Each Owner shall keep and maintain the Dwellings and other building improvements located on that Owner's Lot in good and presentable condition and repair consistent with the Planning Criteria and approved plans therefor, and shall otherwise keep such Dwelling located thereon in neat and attractive condition. No Owner shall remove or alter native vegetation from the conservation area or which becomes established within the retention/detention ponds abutting that Owner's Lot except in accordance with all

applicable governmental regulations. For the purposes hereof, alteration includes dredging, application of herbicide, and trimming or cutting.

Section 3. Hotel Parcel and Rental Car Parcel Owner's Responsibility. The Owners of the Hotel Parcel and the Rental Car Parcel shall keep and maintain the building improvements and landscaping located on that Owner's parcel in good and presentable condition and repair consistent with the Planning Criteria and approved plans therefore; and shall otherwise keep such Parcel in neat and attractive condition. The Hotel Parcel Owner shall, at its expense, mow and otherwise keep and maintain those portions of the Surface Water Management System located on the Hotel Parcel not maintained by the Master Association.

Section 4. Default. The Master Association shall have the right but not the obligation to provide exterior repair and maintenance on any Dwelling or other improvement in the event of default by any Owner in the duties hereby imposed. Prior to performing repair or maintenance on any Dwelling or other improvement, the Board shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Property. Except in emergency situations, prior to commencement of any work, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Master Association may procure said repairs. Upon the Owner's failure to commence timely and to diligently pursue the repairs or maintenance, the Master Association and its agents or employees shall have the right to enter in or upon the Lot or Parcel and the exterior of any Dwelling or other improvement to perform the repairs or maintenance specified in the notice. In this regard, the Master Association shall have the right to do such things such as, but not limited to, paint, repair, replace and care for pools, pool enclosures, roofs, gutters, down spouts, and exterior building surfaces, clean or resurface paved access ways, parking areas and walks, maintain swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Property. Declarant, the Master Association, and their respective agents and employees, shall have no liability to the Owner or any occupant or guest for trespass, or damage or injury to property or person as the result of actions taken hereunder unless caused by gross negligence or intentional wrongdoing.

Section 5. Assessment of Cost. The cost of maintenance performed by the Master Association pursuant to paragraphs (a) and (c) of Section 1 of this Article shall be allocated as a Common Expense. The cost of maintenance performed pursuant to paragraph (b) of Section 1 may be allocated as a Common Expense or a Neighborhood Expense, upon resolution of the Board. The cost of any work performed by or at the request of the Master Association pursuant to Section 2, 3 or 4 shall be assessed as an individual assessment against the Owner of the Lot or Parcel upon which such work is done.

Section 6. Access at Reasonable Hours. In order to perform the repairs or maintenance authorized by this Article, the agents or employees of the Master Association may enter upon any Lot and the exterior of any Dwelling during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

Section 7. Neighborhood Maintenance. Any Neighborhood Association shall maintain its common property and any other property for which it has maintenance responsibility in a manner consistent with this Declaration.

Upon resolution of the Board, the Owners within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring certain portions of the Common Property within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining the Lots within the Neighborhood, any signage, entry features, right-of-way and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Master Association.

The Master Association may assume maintenance responsibility for property within any Neighborhood, in addition to that designated by any Supplemental Declaration, either by agreement with the Neighborhood or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with this Declaration. All costs of maintenance and insurance pursuant to this paragraph shall be assessed as a Neighborhood Assessment.

ARTICLE IX RESTRICTIVE COVENANTS

The Property shall be subject to the following covenants and restrictions which shall be binding upon each and every Owner and his Lot or Parcel:

Section 1. Wells. Except for a water well for use only for air conditioning, heating or irrigation purposes, no individual water supply system shall be permitted on the Property without the approval of ~~the ARB~~.

Section 2. Obnoxious or Offensive Activity. No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot or Parcel or of the Common Property, and all laws and regulations of applicable governmental bodies shall be observed. The use, enjoyment and occupancy of the Property shall be in such a manner so as not to cause or produce any of the following effects discernible outside any Dwelling or other improvement: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Owners.

Section 3. Rules and Regulations. Reasonable rules and regulations may be promulgated by the Board, after notice and hearing, as to the use and enjoyment of the Property and shall be observed by the Owners and occupants thereof. ~~Such~~ rules and regulations may involve such matters as air-conditioning units, signs, mailboxes, temporary structures, noisy mufflers, or other nuisances, garbage and trash disposal, clotheslines, parking, vehicle traffic and the state of repair of vehicles, tree removal, gutters, pets, game and play structures, swimming pools, television antennae, driveways, walkways, sight distances at intersections, garages, and

fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce reasonable rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any provision, covenant or restriction herein contained.

Section 4. Leasing Provisions.

(a) General. Dwellings may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Dwellings or assignment of leases unless prior written approval is obtained from the Board. A "Long Term Lease" shall be defined as a lease with a term of one (1) year or greater. A "Short Term Lease or Rental" shall be defined as a lease or rental with a term of less than one (1) year. All Long Term Leases shall be in writing except with the prior written consent of the Board and shall provide that failure to comply with any provision of this Declaration shall constitute a default under the lease agreement. The Owner must make available to the lessee or renter pertinent information regarding the Declaration, Bylaws, and the rules and regulations, and shall be responsible for lessee or renter complying with them.

(b) Long Term Leases. All Long Term Leases for Dwellings shall be submitted to the Board for approval prior to becoming effective. The Board may require additional information such as names of the proposed occupants of the Dwelling and other information relating to the proposed lease, and may require a face-to-face conference with the proposed occupants of the Dwelling prior to approving any lease. The Board shall approve or disapprove each Long Term Lease within five (5) days of submission of all information required herein or the lease shall be deemed approved. Disapproval may be based only upon failure of the Owner or the proposed lease to comply with the requirements and restrictions contained herein and nothing herein shall be construed to give the Board any right to disapprove the proposed tenant or to create a right of first refusal in any person. In the event of disapproval, the lease shall not take effect until such deficiencies are corrected and a revised lease is submitted and approved by the Board.

(c) Short Term Leases or Rentals. Short Term Leases or Rentals of Dwellings within the Property are expressly permitted, and neither this Declaration, the Articles or Bylaws shall be amended to prohibit such use without the written consent of the Declarant, or Class "B" Member, respectively (or the assignee of such right or privilege) and all of the Class "A" Members.

Without limiting the foregoing it is acknowledged that many, and possibly all, of the Dwellings on the Lots may be occupied by fifty (50) or more families or rental parties in any calendar year. Any purchaser of a Lot or Parcel acknowledges by its acceptance of title subject to this Declaration, that its Lot or Parcel may be immediately adjacent to Dwellings which may be used for short-term rentals.

(d) Compliance. Every Owner shall cause all occupants of his or her Dwelling to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Property caused by such occupants, notwithstanding the fact that such occupants of a Dwelling are fully

liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto.

(e) Management. The Master Association may charge a fee of Fifty Dollars (\$50.00) for a prospective tenant background check. No Long Term Lease shall be approved until the background check is completed. AH Dwelling management, short term and long term, shall be subject to and governed by applicable Florida laws.

Section 5. Animals. Birds, fish, dogs and cats may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Birds, fish, dogs and cats which are kept as pets shall be sheltered inside structures; no animal shelter shall be permitted outside. All dogs and cats must be leashed when outside and shall not be permitted to run loose. No other animals, fowl, insects, reptiles or livestock shall be kept or maintained in the Property unless approved in advance by the Board. No animal shall be permitted to remain if it disturbs the tranquility of the Property or the Owners or tenants thereof, or is dangerous, annoying, a nuisance or destructive of wildlife, as determined by the Board after notice and hearing. Pet owners shall clean up after their pets fecal waste on any part of the Property.

Section 6. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Dwelling or placed within an enclosure or concealed by means of a screening wall approved by the ARB.

Section 7. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the ARB.

Section 8. Vehicles. All vehicles shall be parked on paved driveways and garages. The intent of the Master Association is to restrict on-street parking for a more aesthetic streetscape and safer vehicle access. Short-term visitor street parking is limited to reasonable hours with no overnight parking allowed. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in an enclosure and not visible from the street or any other Lot. No commercial vehicles, except those present on business, shall be parked on any part of the Property. No trailers, boats, campers, trucks with gross vehicle weight rating in excess of 10,000 pounds or trucks with commercial beds or bodies, mobile homes, motorized recreational vehicles or motorcycles may be parked in the Property unless parked inside a garage. The Board may enforce violations of this provision by having vehicle(s) of a violating Owner towed from the Property at the Owner's sole risk and expense.

Section 9 Temporary Structures. No building or structure of a temporary or portable character such as trailers, motorhomes, mobile homes, tents, shacks or sheds shall be permitted on the Property, except as approved by the ARB, and except for temporary improvements used solely in connection with the construction of approved permanent improvements and removed immediately upon completion of such construction. Declarant shall not be prohibited from erecting or maintaining such temporary dwellings, model homes and other structures as Declarant may desire for development and marketing purposes, provided such are in compliance with the appropriate governmental requirements or regulations,

Section 10. Signs. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot or parcel without the prior written approval of the ARB; provided, however, street numbers and name signs on Lots and one sign containing not more than four (4) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of the affected Lot for sale or lease shall be permitted without prior approval. Declarant or the Master Association may enter upon any Lot and remove and destroy any sign which violates this section. This section shall not apply to Declarant.

Section 11. Lighting. Proper exterior lighting is recommended. Improper or excessive lighting, such as sodium vapor light sources, shall not be permitted. If Christmas lighting is used on a Lot, it shall be installed and removed within 30 days of December 25th.

Section 12. Air-Conditioning Equipment. No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless approved by the ARB, which approval may be based on the adequacy of screening of such equipment. The ARB may prohibit window or wall air conditioning units altogether.

Section 13. Drainage Structures. No Owner may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Master Association from, on or across any Lot or Parcel, Common Property or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot or Parcel which materially adversely affect the drainage of or to surrounding Lot or Parcel or the Common Property.

Section 14. Aerials; Flagpoles; etc. No exterior telecommunications, radio, microwave, or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures or devices of any kind may be installed or maintained in the Property without the prior written approval of the ARB. Yard-mounted flagpoles shall not be allowed. Owners are advised to use brackets mounted on the house or garage to display flags. Builders are allowed to use flagpoles on a temporary basis at their model center and the same shall be removed as soon as all the Dwellings are sold.

Section 15. Subdivision. No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Lot or Parcel, and thereafter by the Board.

Section 16. Completion of Construction. Upon commencement of construction of any improvements on any Lot or Parcel, the Owner shall diligently prosecute the work to the end that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot or Parcel on which improvements are being built must keep the streets and areas adjacent to the Lot or Parcel free from any dirt, mud, garbage, trash or other debris occasioned by the construction and sweep off street.

Section 17. Excavation. No clearing or excavation shall be made except incident to construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded in accordance with the approved landscape plan.

Section 18. Fences and Walls. There shall be no walls permitted on the Property unless they meet the requirements below and have been approved by the ARB as to size, material, color, location, etc. Wood fences with 3/4" board-on-board design meeting the other requirements of this Section shall be permitted without ARB approval. Chain link fences and stockade design fences shall not be permitted. Landscape buffers may be required on the outside of any fences and walls by the ARB. All wood fences must be installed with the posts and supports on the inside and the finished side exposed. No fence or wall shall exceed 6 feet in height. Fences tying into an exterior wall shall be constructed to taper into the wall and shall not exceed the height of the wall at the intersection of fence and wall. No fence or wall may be constructed in the following areas:

(1) Between the street along the front of the Dwelling (the "Front Street") and a straight line being the extensions of the surface of the furthest set back portion of the front side of the Dwelling to each of the two side Lot lines; or

(2) Between the street facing a side of the Dwelling (the "Side Street") and a straight line being the extension of the surface of furthest set back portion of the side of the Dwelling to the rear Lot line.

Notwithstanding anything herein to the contrary, so long as Declarant or Builders maintain any model homes within the Property, they shall have the right to fence all or any part of any Lots being used for parking for the term of such use.

Section 19. Clotheslines. Clotheslines are permitted on Lots but shall be completely hidden from view from any street, adjacent properties or Common Property. No clothing, bedding or other similar items shall be hung over or on any windows, doors, walls, fences or in open garages if the same be visible from any street, adjacent properties or Common Property.

Section 20. Play Structures and Yard Accessories No basketball hoop, fixed or portable structure of any kind shall be installed on any Lot. No basketball playing shall be permitted on any Lot. All yard accessories and play structures, and any other fixed games, shall be located in the rear yard of the Dwelling. Toys, bikes and other belongings shall be stored away while not in use. Metal play equipment shall be properly painted and maintained in original operating condition.

Section 21. Trees and Landscaping. Each Dwelling shall be required to install a minimum of two (2) shade trees, which may be live or laurel oaks meeting the following specifications: 8' height by 4' Spread; 30 Gallon Container; 1-1/2" Caliper; Florida No. 1 or better.

All Lots and Parcels shall have adequate shrubbery and use only St. Augustine sod with sprinkler system which provides full coverage and the landscape plan for each Lot or Parcel shall be approved in writing by the ARB prior to installation, in accordance with Article VII, Section 1 (unless part of a pre-approval plan for a Builder home design).

Section 22. Pools. Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side street lot line except written approval from ARB. No above ground pool shall be permitted.

Section 23. Home Business. No business operations or activities shall be conducted out of a Dwelling, unless the Owner of the Dwelling has obtained prior written consent of the Master Association, with the exception of short term rentals.

Section 24. Dwellings, Garages and Screened Patios.

(a) No Dwelling shall have a total living square foot area of less than sixteen hundred (1600) square feet, exclusive of screened area, open porches, terraces, patios and garages. In the case of two story or split level Dwellings, the ground floor must be no less than seven hundred (700) air-conditioned square feet, exclusive of screened areas, open porches, terraces, patios and garages.

(b) No Dwelling shall exceed two (2) stories in height.

(c) No projections of any type shall be placed or permitted to remain above any roof of the Dwelling with the exception of chimneys, solar collectors and vent stacks.

(d) Concrete block with full stucco shall be the standard exterior building material. Frame construction is permitted only on second floor and areas on the first floor to accommodate architectural details, as approved by the ARB.

(e) All driveways shall be constructed of solid concrete or decorative pavers approved by the ARB (unless part of a pre-approval plan for a Builder home design).

(f) All oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a street or other Lot. This provision shall not apply to central air conditioning compressor units.

(g) Each Dwelling shall have a double car garage. No carports shall be permitted. In order to maintain a harmonious and aesthetic appearance, the garage doors affixed to each Dwelling unit shall be kept closed except when automobiles are entering or leaving the garage. Any replacement of garage doors must be approved by the Board. No screen doors in front of the garage door shall be permitted.

(h) No vegetable gardens shall be permitted on any portion of the Property. No sod or topsoil shall be removed from any portion of the Property.

Section 25. Tree Removal. There shall be no removal of trees or clearing of a Lot, other than clearing of underbrush, until such time as the ARB has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. Natural vegetation shall be finished by removal of underbrush and mulch. Trees measuring six inches (6") or more in diameter at three (3') feet or more above ground level shall not be cut or removed from the Property without the prior written consent of the ARB unless the trees are located within six (6') feet of the Dwelling or its proposed location as approved by the ARB. More restrictive arbor ordinances or environmental laws shall control in the event of conflict herewith.

Section 26. Discharge into Lakes. In order to protect and preserve valuable lakes and conservation areas, all Owners, residents and guests of West Haven are strongly encouraged to refrain from washing cars or otherwise discharging detergents and chemicals on West Haven Property. No lawn, dirt, trash, rubbish, object or liquid of any kind other than natural storm water or irrigation water shall be blown or discharged into any storm drainage catch basin, directly or indirectly into the lakes, body of water or conservation areas.

Section 27. Refuse Collection. All trash, garbage or other refuse shall be placed for pickup not earlier than the evening preceding pickup, and any and all containers for such trash, garbage or refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any portion of the Property.

Section 28. Ramps. Skateboard or bicycle ramps shall be prohibited on the Property.

Section 29. Declarant Proviso. Any of the restrictive covenants herein contained or any other provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated improvements and closed the sales of all of the Parcels and Lots, neither the Owners nor the Master Association shall interfere with the completion of the contemplated improvements and the sale of the Parcels and Lots. Declarant may make such lawful use of the unsold Parcels, Lots and Common Property, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Parcels and Lots for vehicular parking.

ARTICLE X ADDITIONAL COVENANTS AND RESTRICTIONS

Section 1. Residential Lots. Lots shall be used for single-family residential purposes only and for no commercial use, except during the construction, development and sale or rental of the Dwellings; provided, however, that short term rentals are allowed within West Haven. A short term rental is defined by Polk County Ordinance 98-23 as a dwelling unit which is made available more than three times per year for periods of fewer than 30 days or one calendar month at a time, whichever is less, for use, occupancy or possession by the public. Timeshares, vacation rentals and holiday rentals meeting this definition are examples of short term rentals. The Owner of a Dwelling shall be entitled to rent or lease such Dwelling only if there is an agreement specifying that (i) the tenant shall be subject to all provisions of this Declaration, and (ii) a failure to comply with any provision of this Declaration shall constitute a default under the rental or lease agreement. All management of the rental of any Dwelling, whether short term or long term, shall be subject to and governed by applicable Florida laws.

Section 2. Commercial Parcels. The Motel Parcel and the Rental Car Parcel are that portion of the Property upon which nonresidential improvements may be constructed. No portion of said parcels may be used for residential purposes, except as allowed by zoning regulations and upon approved by the Master Association; provided; however, as long as Declarant owns the Motel Parcel or the Rental Car Parcel no approval for a change in the use of either parcel to a residential use or any other use allowed under the then current zoning regulations shall be required to be obtained from the Master Association. Furthermore, the

reference to those parcels in this Declaration and or the Master Plan by their presently contemplated use shall not be deemed any obligation hereunder to develop those parcels as their contemplated use. Neither the leasing of a Dwelling nor the operation of a brokerage or sales office from a Dwelling by the Declarant or a Builder shall be considered commercial activity.

Section 3. No Owner Imposed Restrictions. No Owner may impose any additional covenants or restrictions on any part of the Property without the prior written approval of Declarant, for so long as Declarant owns any property, and thereafter without the prior written approval of the Board.

ARTICLE XI AMENDMENT

Section 1. By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Class "B" membership, and subject to the provisions of Article XII, if applicable, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Dwellings; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Dwellings; or (iv) to satisfy the requirements of any local, state or federal governmental agency; provided, any such amendment shall not adversely affect the title to any Dwelling unless the Owner shall consent in writing. In addition, after the termination of the Class "B" membership, but so long as the Declarant owns any Existing or Additional Property for development as a part of West Haven, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

Section 2. By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of: (i) at least 75% of the Class "A", "C" and "D" votes in the Master Association, including 75% of the total Class "A" votes held by Members other than the Declarant, and (ii) the consent of the Declarant, so long as the Declarant owns any Existing Property or Additional Property.

Section 3. Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege).

Section 4. District. Any amendment which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the District.

ARTICLE XII HUD/VA AND DISTRICT APPROVAL RIGHTS

Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, the following actions will require the prior approval of the United States Department of Housing and Urban Development ("HUD") and the Veteran Administration ("VA") if either HUD or the VA is insuring or guaranteeing a mortgage on any Dwelling: annexation of additional property other than the Additional Property, any merger or consolidation involving the Master Association and the placing of any mortgage lien on the Common Property. This Declaration may not be amended without the prior written consent of the District if such amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance or repair of the Surface Water Management System for the Property.

ARTICLE XIII

DURATION AND TERMINATION: TRANSFERABILITY

Section 1. Term. This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Master Association and any Owner of any Lot, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the Public Records of Polk County. It is specifically understood and agreed that Declarant might (but will not necessarily) sell all or a portion of the Property to another party for the purposes of developing the rest of the Project or a portion of the Project, and in connection therewith Declarant might assign to said third-party all rights and obligations of Declarant hereunder. In the event of such specific written assignment, the successor Declarant shall be the Declarant under this Declaration (as to the portion of the Property conveyed) and shall have all rights, and all of the obligations of Declarant which are set forth herein,

Section 2. Covenants Running With The Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

Section 3. Dissolution of Association In the event of a permanent dissolution of the Association, (i) all assets of the Association shall be conveyed to a non-profit organization with similar purposes and acceptable to the applicable governing water management district, or (ii) all Association assets may be dedicated to any applicable municipal or other governmental authority. Said successor non-profit organization or governmental entity shall pursuant to this Declaration provide for the continued maintenance and upkeep of the Common Area, including without limitation the stormwater management system, the Properties and such other property as may be contemplated herein.

ARTICLE XIV ENFORCEMENT

Section 1 Remedies. If any person or entity shall violate or attempt to violate the terms of this Declaration, it shall be lawful for Declarant, any Owner, or the Master Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate the terms of this Declaration, (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate the terms of this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations, or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. In addition, whenever there shall have been built, or there shall exist on any Lot or Parcel, any structure, building, thing or condition which is in violation of this Declaration, Declarant or the Master Association (but not any Owner) shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall constitute an individual assessment which shall be treated and shall be collected as set forth in Article VI, Section 4, Paragraph c and such entry and abatement or removal shall not be deemed a trespass or make the Declarant or the Master Association liable in any way to anyone for any damages on account thereof. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or elsewhere in this Declaration. The failure of Declarant, the Master Association, or an Owner to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to subsequent thereto.

The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to operation, maintenance and repair of the Surface Water or Stormwater Management System for the Property pursuant to the rules, requirements and permit promulgated by the District.

Section 2. Severability The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which other provisions shall remain in full force and effect.

Section 3. Notices. All notices shall be written. Any notice sent to an Owner shall be deemed to have been properly sent when delivered or when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Master Association at

the time of such mailing. Notices may be sent by like method to Declarant at the address set forth in the preamble to this Declaration, and by like method to the Master Association at its address last registered with the Office of the Secretary of State, State of Florida.

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

Signed, sealed, and delivered
in the presence of:

DECLARANT:

ANGLO INVESTMENTS, INC., a Florida
corporation

By: [Signature]
Guy Novik, President

[Signature]
Print Name: G n U p J

[Signature]
Signature
Print Name: 6 - v s W C

STATE OF FLORIDA

COUNTY of: Orange

The foregoing instrument was acknowledged before me on this 3rd day of June, 2000 by Guy Novik. He is personally known to me or has produced _____ as identification and he did / did not take an oath.

(NOTARY STAMP)



C X f l h i n X i m I j Q i m

NAME: ~DIAm~ rOj|A:£| E. In l O O

Title: NOTARY PUBLIC

My Commission Expires: ff\Xrcb \A. <303

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62600 (302 pin)

- 3/3 [Signature]

EXHIBIT "A"

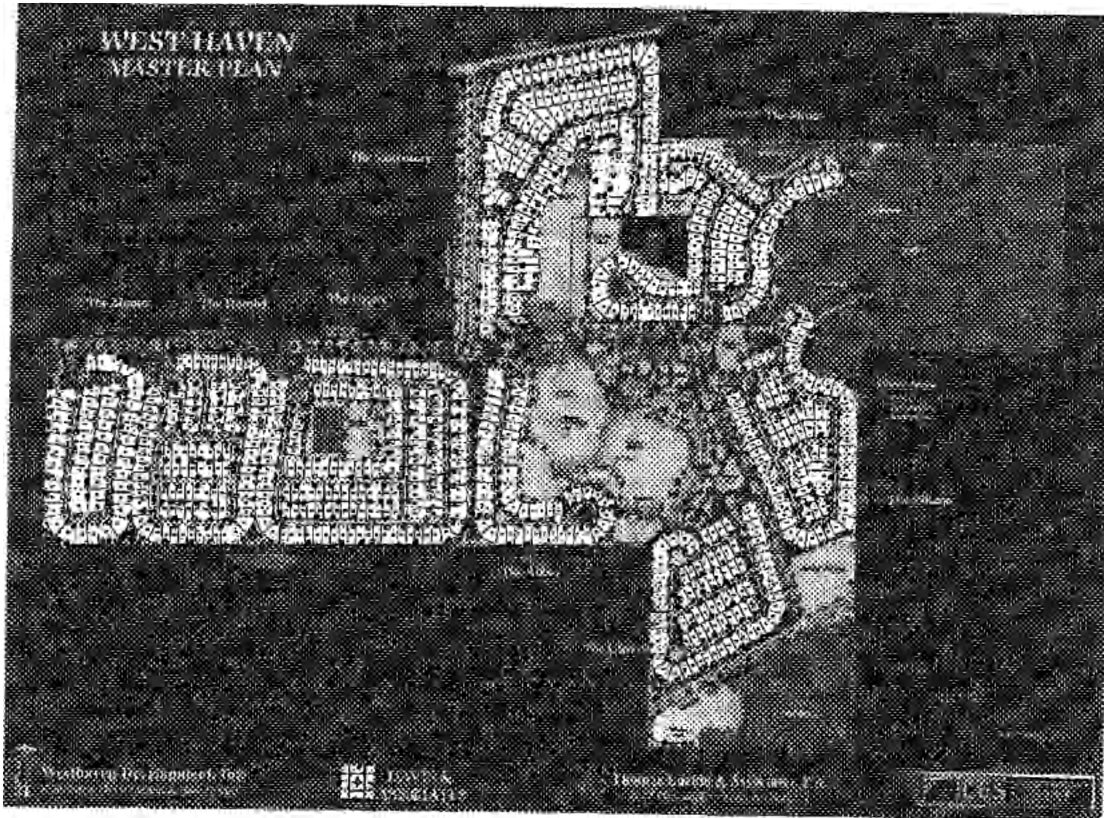
LEGAL DESCRIPTION

The East 1/4 of the Northwest 1/4 lying South of County Road 54 and the Southwest 1/4 of the Northwest 1/4; the West 1/4 of the Southwest 1/4 of Section 5, Township 26 South, Range 27 East, Polk County, Florida,
The Northeast 1/4 of the Southeast 1/4; The Northwest 1/4 of the Southeast 1/4; the Northeast 1/4 of the Southwest 1/4; the Southeast 1/4 of the Northeast 1/4; the Northeast 1/4 of the Northeast 1/4 lying South of the South right of way line of Highway 54 lying in Section 6, Township 26 South, range 27 East, Polk County, Florida.

Containing 356.2217 acres more or less.

EXHIBIT "B"

MASTER PLAN



JOINDER AND CONSENT TO
RESTRICTIONS
(West Haven)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **PEOPLES FIRST COMMUNITY BANK**, a Tiopia banking corporation (hereinafter referred to as the "Bank"), hereby certifies that it is the owner and holder of a mortgage, lien or other encumbrance upon the property described in the Declaration of Covenants, Conditions and Restrictions for West Haven (hereinafter referred to as the "Restrictions"), and that the undersigned hereby joins in, ratifies and consents to the Restrictions, and agrees that its mortgage, lien or other encumbrance, more particularly described as that certain Mortgage and Security Agreement recorded in Official Records Book _____, Page _____, of the Public Records of Polk County, Florida, shall be and is hereby subordinated to the Restrictions.

IN WITNESS WHEREOF, the Bank has caused this Joinder and Consent to Restrictions to be executed by its duly authorized officer and its corporate seal to be affixed hereto this 30 day of October, 2000.

Signed, sealed and delivered
in the presence of:

PEOPLES FIRST COMMUNITY BANK, a
Florida banking corporation

Denise Lorelle
Print Name: Denise Lorelle
Judy A. Bowers
Print Name: Judy A. Bowers

By: Ronald A. Leach
Name: Ronald A. Leach
Title: Asst. Vice-President Construction Lending

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30 day of October, 2000 by Ronald A. Leach 8S Asst. Vice-President of **PEOPLES FIRST COMMUNITY BANK**, a Florida banking corporation, on behalf of the corporation. S/He is personally known to me or has produced na as identification and did not take an oath.

Jdkia A Bowers
^ NoTai7 PulMic ^
Commission Expires:

R:\Anglo-Int-Udr-Restrictions-Peoples.wpd
9/4/00 8:38 am

