

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR SUMMERWOOD ESTATES NORTH SUBDIVISION

This Declaration of Restrictions and Protective Covenants (referred to in this instrument as “Restrictions” or “Declaration”) is made by Summerwood Estates of Madison, LLC, a Florida limited liability company (referred to in this instrument as “Declarant”), who owns the real property subject to these Restrictions, which property includes the following lands (referred to in this instrument as “Land” or “Subdivision”) in Madison County, Florida:

All that parcel of real property identified in the Summerwood Estates North Subdivision Plat, recorded in Plat Book 2, Pages 36-37, of the Public Records of Madison County, Florida, consisting of Lots 1 through 29, plus certain streets, rights-of-way, easements, and the Recreation and Drainage Retention Area as identified on said Plat. Said Plat is incorporated herein.

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Declarant hereby declares that said Land shall be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereafter set forth. These Restrictions shall constitute covenants running with the Land and shall be binding upon the undersigned and upon all persons and parties deriving and/or deraining title through the Declarant. These Restrictions, during their lifetime, shall be for the benefit of and a limitation upon all present and future Owners of the Land. The provisions of this Declaration, including assessments, shall apply to the Owner of each Lot without regard to whether a dwelling unit or other building is located on such Lot.

ARTICLE I - DEFINITIONS

As used in this Declaration, the following terms have the meaning and definition indicated below:

- (1) **Association**: the Summerwood Estates North Property Owners’ Association, Inc., its successors and/or assigns.
- (2) **Committee**: the Architectural Control Committee as further described and established herein.
- (3) **Common Area**: all easements, rights-of-way, and real property, including any improvements thereto, that is owned by or dedicated to the Association for the common use and enjoyment of the Members. This includes all the internal roads and “Parcel A” as depicted on the Summerwood Estates North Subdivision Plat.
- (4) **Declarant**: Summerwood Estates of Madison, LLC, including its successors and/or assigns.
- (5) **District**: the Suwannee River Water Management District.
- (6) **Lot**: Lots 1 through 29 as shown on the Summerwood Estates North Subdivision Plat, and any further re-subdivisions thereof when such re-subdivision is approved by the Association and complies with all county, state, and governmental laws and regulations.
- (7) **Member**: an Owner of a Lot in the Subdivision.

- (8) Owner: the owner (including contract purchasers), whether one or more persons or entities, of any Lot, but excluding those who have an interest merely as security for the performance of an obligation.
- (9) Property/Properties: any portion of the Land depicted on the Summerwood Estates North Subdivision Plat as described above and recorded in the Public Records of Madison County, Florida.
- (10) Subdivision: all the Land depicted on the Summerwood Estates North Subdivision Plat as described above and recorded in the Public Records of Madison County, Florida.
- (11) Surface Water System: a surface water or storm water management system which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution otherwise affecting the quantity and quality discharge of the water.

ARTICLE II - RESTRICTIVE COVENANTS

(1) Applicability. Each and every Owner of an interest in a Lot covenants to comply with these Restrictions and the other matters set forth herein. The provisions of these Restrictions are in addition to and not in lieu of any present or future state, county, city or other governmental policies or ordinances affecting land use and other matters. All Owners agree and covenant to each other to abide by all such ordinances and policies.

(2) Architectural Control Committee. There is hereby established an Architectural Control Committee, whose purpose is to protect the character and integrity of Summerwood Estates North Subdivision as established by the Declarant by controlling any and all construction within the Subdivision, including but not limited to controlling construction as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography, finished grade of elevation, and relationship to other buildings, structures or vegetation within the Subdivision. The initial Committee membership shall consist of: (1) Henry N. Davis, (2) Kim Washington and (3) Matt Martin. There is no requirement that a member of the Committee be a member of the Association or a Lot Owner. All decisions shall be determined by a majority vote of the Committee members. Until the date that control of the Association is transferred from the Declarant to the Association as provided in the Bylaws of the Association, any vacancy occurring on the Committee by death, resignation, disqualification, or otherwise shall be filled by the Declarant. Until the Declarant appoints a successor member to the Committee, the Committee has full power and authority to act without a successor member. Until the date that control of the Association is transferred from the Declarant to the Association as provided in the Bylaws of the Association, the Declarant shall have the right to change the number of members of the Committee, and to appoint, remove, and replace any or all members of the Committee. At the nearest practicable time after

control is transferred from the Declarant to the Association, or at such earlier time as the Declarant in its sole discretion elects, the Declarant shall assign all rights regarding the Committee to the Association. Upon the assignment of such rights, the Association, not the Declarant, shall be completely responsible for the operation and existence of the Committee. Upon the assignment of such rights, the Committee shall thereafter consist of a minimum of two (2) members. Neither the Committee, members of the Committee, nor their designated representatives or successors, shall be liable for any action taken pursuant to the authority vested in them by these Restrictions or their failure to take any action pursuant thereto. Each and every Lot Owner, by acceptance of the deed to such Lot, agrees to this limitation of liability and agrees to release the Committee and members of the Committee and their designated representatives and successors from any and all liability and from any and all claims, demands, and causes of action whatsoever that the Lot Owner may have or may hereafter have arising out of or resulting from any actions taken or the refusal to take any action by the Committee pursuant to the authority vested in them by these Restrictions.

(3) Construction Approval. Prior to the beginning of any construction activity on any Lot, the Lot Owner or the person(s) proposing to perform the work shall first obtain review and approval from the Committee. For purposes of these Restrictions, the definition of “construction activity” shall include but not be limited to the construction or erection of any new dwelling, fence, wall, any other exterior structure, any driveway, walkway, pool, patio, or any other physical site improvement. “Construction activity” also includes any exterior remodeling, reconstruction, additions, or alterations of any building or site improvement. In order to initiate this review and approval process, the Lot Owner or designated construction representative shall submit to the Committee two (2) sets of conceptual building plans (floor plan and elevations), site plans and specifications for the proposed construction activity as applicable, and other information as may be required by the Committee. The plans and documentation submitted should contain a description of exterior materials being used, exterior colors and lighting, landscape plans, and the on-site locations of the structures and site improvements being proposed as part of the construction activity. Until the rights of the Committee are assigned to the Association and until instructed otherwise by the Association, all submittal materials and information for the Committee shall be delivered to 151 SE Lakeshore Drive, Madison, Florida 32340. The Committee shall have up to fifteen (15) calendar days to complete its review and render its decision. After approval of the proposed construction activity has been rendered by the Committee, any changes or amendments to the scope of the construction activity must also be approved in advance by the Committee following the same procedures referenced above. Construction activity, for which the plans and specifications have not received approval of the Committee and which do not fully comply with the approved plans and specifications, shall not occur on any Lot. The Committee’s approval or disapproval of the plans and specifications of any proposed construction activity shall be in writing and may also be evidenced by written endorsement on the submitted plans and specifications, a

copy of which shall be delivered to the subject Lot Owner or designated construction representative. All decisions of the Committee shall be binding, and no changes or deviations in or from the approved plans and specifications shall be made without the prior written consent of the Committee. The Committee shall not be responsible for any structural defects in any approved plans or specifications, nor in any building, improvement or structure erected according to such plans or specifications. Approval by the Committee shall expire after a period of one (1) year from the approval date, unless extended in writing by the Committee to a specific date. If the approved construction activity is not completed within such approval timeframe, the approval shall be deemed withdrawn and the incomplete construction shall be deemed in violation of these Restrictions. In such event, the applicant shall cease all such construction activities and resubmit the plans and other required information to the Committee for reconsideration.

(4) Construction Site Maintenance. During any period of construction activity, the Lot and work area shall be kept in a clean manner and the Owner and contractor shall not allow debris, trash, garbage, or unused construction material to lie around and be unsightly on the subject Lot.

(5) General Use of Lots. No Lot shall be utilized for non-residential purposes. No dwelling house shall be erected or located upon any of the said Lots other than a site-built single-family dwelling having at least 1,600 square feet of heated floor space for a single-story residence, and 2,000 square feet of heated floor space for a residence two stories or greater, both exclusive of porches, garages, stoops and covered walkways or breezeways. No dwelling house shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed forty-five (45) feet in height, excluding chimneys. No Lot or residence located thereon shall be used for any commercial purpose whatsoever. No commercial vehicles shall be parked or kept upon any street or Lot except while being loaded or unloaded or while engaged in work upon such Lot. No semi-tractor/trailers, heavy construction or like equipment, or stationary trailers of any kind shall be parked on any street or Lot. No junk, disabled or inoperative vehicle shall be parked, stored or kept upon any street or Lot. Also, no automobiles or trucks or any other vehicles shall be parked on the streets of the Subdivision, except for those making deliveries to residences within the Subdivision. Additionally, there shall be no outside clothes lines of any type permitted on any Lots or the Land.

(6) Dwelling Occupants. No Lot shall be used or occupied by other than the Owner thereof or by one lessee or tenant of the entire Lot; provided, however, that when used and occupied by an Owner, lessee or tenant of the whole of such Lot, such Lot may also be used and occupied by the members of the household, servants and guests of such Owner, lessee or tenant. No trailer, camper, motor home, tent, shack, garage, barn or other outbuilding or temporary structure upon any Lot shall be used or occupied as a residence or for dwelling purposes, either temporarily or permanently.

(7) Re-subdivision of Lots. No Lot or Lots shall be re-subdivided so as to create any additional Lots

than those depicted on the Summerwood Estates North Subdivision Plat, unless such re-subdivision is approved by the Association and is allowed by the county, state, and governmental laws and regulations.

(8) Building Setbacks. Unless deemed more restrictive by the applicable development regulations of Madison County, Florida, minimum setback distances are provided for in the aforementioned Subdivision Plat and shall be observed by all buildings (primary or accessory), improvements, and antennas. All Owners must comply with the setback requirements imposed by the applicable land development regulations of Madison County, Florida. The conditions, restrictions, setbacks, and easements provided on the aforementioned Subdivision Plat are incorporated into this Declaration.

(9) Easements. All easements (including conservation, drainage, utility and access easements) are provided for in the aforementioned Subdivision Plat.

(10) Construction Materials. All buildings must be constructed with new materials with exterior walls being finished with combinations of wood, brick, stone, stucco, drivit or concrete siding such as hardiplank, and must be properly painted. Metal or vinyl siding may be used if approved by the Committee. Roofing surfaces must be constructed with architectural shingles or durable metal materials, and a minimum of 6:12 roof pitch must be used on all residential buildings. All construction must be performed by skilled individuals in a workman-like manner, and in accordance with the permitting requirements of Madison County, Florida.

(11) Accessory Buildings and Structures. All detached garages, barns, storage buildings, or other such building structures shall be erected on a permanent foundation and constructed of compatible materials as the main residential dwelling.

(12) Antennas. In portions of Lots within one hundred (100) feet of a street right-of-way line, no satellite dish antenna greater than three (3) feet in width, or any form of receiving/transmitting antenna greater than ten (10) feet in height, may be constructed or used.

(13) Fences or Walls. Privacy fences or walls may only be constructed in the side and rear yard areas and shall not be located any closer to the street than the residential dwelling. Exterior fences or walls may only be constructed of wood, brick, stone, PVC, vinyl-coated chain link, or any decorative combination of these materials. No fence or wall may exceed eight (8) feet in height.

(14) Mailboxes. The Committee shall approve all mailbox designs as part of the approved plans for new home construction.

(15) Driveways. All driveways and/or parking pads shall be constructed by a properly licensed contractor, and shall be paved with concrete or asphalt within the first one hundred (100) feet of the street right-of-way line. If needed, driveways shall have drainage culverts with mitered ends in the street right-of-way as approved by the Committee. No residence shall be occupied prior to the driveway or parking pad being paved as required herein.

(16) Landscaping. All exterior portions of any wall or fence facing a street within the Subdivision shall be landscaped with shrubbery and maintained in a living manner. No Lot may be completely cleared and at least half of the original trees must be maintained. No controlled burning of underbrush will be allowed on any Lot containing a residence.

(17) General Appearance. No Lot shall be used, in whole or in part, for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in any unclean or untidy condition, or that will be obnoxious to the eye. No substance, thing or material shall be kept upon any Lot that will emit foul or obnoxious odors, will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No excessive weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain on any Lot or street. In the event any Lot Owner or occupant of any residence shall fail or refuse to keep the Lot free from excessive weeds, underbrush, refuse piles, unused motor vehicles, or other unsightly growths or objects, then the Association, or its designee(s), may enter upon the Lot and remove the same at the expense of the Lot Owner or occupant and such entry shall not be deemed a trespass. In the event of such removal, a lien shall arise and be created in favor of the Association and against the Lot Owner and/or occupant of the residence for the full amount chargeable to the Lot for such removal, and such amount shall be due and payable within thirty (30) days after the Lot Owner and/or occupant of the residence is billed by the Association for the same, and if not paid within such timeframe, then a lien shall be recorded in the Public Records of Madison County, Florida and the Lot Owner and/or occupant shall be responsible for said sum plus attorney's fees and court costs.

(18) Signage. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than six (6) square feet advertising the property for sale or rent or a sign used by a builder to advertise the property during the construction and sale.

(19) Exterior Lighting. Exterior floodlights, or other similar luminary devices, shall not shine directly on a neighbor's residence and must be angled or shielded to primarily illuminate only the yard upon which it is located.

(20) Animals. Outdoor pets consisting of household cats and dogs may be kept on a Lot in conjunction with a residence as long as the total number does not exceed four (4) animals. Outside dogs must be kept within a fenced area, and such areas must be maintained at all times in a clean and sanitary condition and reasonably free of noxious or repugnant odors, flies, fleas and other insects. There is no restriction on indoor pets. No horses, hogs, cattle, poultry or other livestock of any kind shall be kept upon any Lot.

(21) Outdoor Burning. The burning of trash or manmade rubbish is strictly prohibited. However,

the limited burning of ordinary yard debris is permissible assuming all applicable laws, ordinances, and requirements are satisfied.

(22) Noise. The operation of motorbikes or other excessively loud motorized vehicles on the streets of the Subdivision is prohibited.

(23) Comprehensive Plans, Zoning Regulations, and Land Development Regulations. Government comprehensive plans, zoning regulations, and land development regulations supersede these Restrictions. The Madison County Office of Planning and Zoning should be contacted to obtain the latest information regarding the requirements and restrictions on use and development before making plans for the use and/or development of any Lot or Property covered by these Restrictions.

(24) Firing Ranges and Discharge of Firearms. Firing ranges and the discharge of firearms on any Lot or portion of the Subdivision are prohibited.

(25) Travel Trailers, Campers, Motor Homes, and Tents. Travel trailers, campers, motor homes, and tents shall not be permitted to remain on any Lot permanently and cannot remain thereon for more than seven (7) total days out of any thirty (30) day period, unless the travel trailer, camper, motor home, and/or tent is enclosed within a structure that complies with these Restrictions.

ARTICLE III - PROPERTY RIGHTS

(1) Owner's Rights of Enjoyment. Unless specifically provided otherwise in this Declaration, every Owner will have a right to ingress and egress over the Common Area and to reasonably use the Common Area pursuant to this Declaration, and applicable rules and regulations and/or management plan of the Association, which rights are appurtenant to and will pass with the title to every Lot and which rights are subject to the following provisions:

- a. The Association can adopt and publish rules and regulations or prepare a management plan governing the uses and/or occupation of the Common Area or properties owned or maintained by the Association and the personal conduct of the Members and their guests thereon, and can establish penalties for the infraction of these rules and regulations and/or management plan.
- b. The Declarant and/or Association, or its assigns, reserve any assignable right to use any easement for the purpose of conservation, drainage, public utilities, or access. The Declarant and/or Association, or its assigns, reserve the right to enter upon the Land covered by this Declaration, without cost or liability to the Owner, to construct channels and/or other drainage accessories in the easements in accordance with sound engineering practices, to enhance the drainage of the Land covered herein. The Declarant and/or Association, or its assigns, can dedicate, transfer or grant easements to any part of the

Common Area to any public agency, authority or utility for the purpose intended including, but not limited to, conservation, ingress, egress, public utility and drainage, provided the Declarant and/or Association, or its assigns, prior to dedicating, transferring or granting any easement which is directly or indirectly related to the Surface Water System, shall notify the District, if it is necessary, for approval under the permits or authorizations issued by the District. If any modifications are necessary, such modifications shall be made under the lawfully adopted rules of the District in effect at the time of application for such modification.

(2) Delegation of Use. Any Owner may delegate, in accordance with these Restrictions and the Bylaws of the Association, such Owner's right of enjoyment to the Common Area to members of such Owner's immediate family (the spouse, children, or parents who reside with Owner), without charge other than the annual assessments and special assessments. Guidelines for further use by others are to be established by the Association.

(3) Drainage and Utility Easements. The Declarant hereby reserves, excepts, imposes, grants, and creates perpetual nonexclusive easements to and on behalf of the Declarant, the Association, the Members, their grantees, heirs, and successors for the purpose of public and private drainage and utilities over the drainage and utility easements identified on the subject Plat. As noted in Section (1) above, the Association can adopt and publish rules and regulations or prepare a management plan concerning the uses and/or occupation of the drainage and utility easements.

(4). Ingress and Egress Easements. The Declarant hereby reserves, excepts, imposes, grants, and creates perpetual nonexclusive easements to and on behalf of the Declarant, the Association, the Members, their grantees, heirs, and successors for ingress and egress for pedestrian traffic over, through, and across sidewalks, paths, walks, driveways, alleys, passageways, and lanes as the same, from time to time, may permissibly exist upon, or be designated as a part of the Common Area, including the non-vehicular access easements (as identified on the subject Plat). The Declarant hereby reserves, excepts, imposes, grants, and creates perpetual nonexclusive easements to and on behalf of the Declarant, the Association, the Members, their grantees, heirs, and successors for ingress and ingress and vehicular traffic over, through, and across such portions of the Common Area as, from time to time, may be paved and intended for such purposes, including all paved roads and rights-of-way within the Common Area. As noted in Section (1) above, the Association can adopt and publish rules and regulations or prepare a management plan concerning the uses and/or occupation of these areas of the Common Area, including but not limited to the paved roads within the Common Area.

(5) Conservation Easements. The Declarant hereby declares, reserves, grants, and creates perpetual nonexclusive easements over and across the conservation easements (as identified on the subject Plat) to

the Declarant and Association, for the benefit of the Members, their grantees, heirs, and successors for conservation, natural or buffer areas, landscaping, and/or permissible recreation and other uses. As noted in Section (1) above, the Association can adopt and publish rules and regulations or prepare a management plan concerning the uses and/or occupation of these areas of the Common Area.

(6) Access Easement over Possible Cemetery. The Declarant hereby declares, reserves, grants, and creates a perpetual nonexclusive easement to the Declarant, the Association, and others as required by law for ingress and egress over, through, and across the area which is actually determined to be a cemetery. There shall be no easement unless and until a cemetery is proven to exist within the Subdivision. The possible location of a cemetery exists on Lot 29 and is further identified on the subject Plat. Notwithstanding any other provision in this Declaration, the Association shall not have the duty to maintain and/or repair this easement unless the Association specifically agrees to do so at a later date. As noted in Section (1) above, the Association can adopt and publish rules and regulations or prepare a management plan concerning the uses and/or occupation of this area of the Common Area.

(7) Maintenance and Interference. Each easement provided for herein shall be maintained by the Association until such time, if ever, as the property encumbered by the easement has been dedicated and accepted by the local governmental authority and the local governmental authority has assumed such maintenance. The local governmental authority shall not have responsibility for maintenance of the streets or any easements unless and until the local governmental authority accepts such maintenance responsibility, if ever. Within the easements, no structure, planting, or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain. However, the Association can construct such improvements within an easement if consistent with the purpose of the easement and if allowed by law and the District. Any person using an easement agrees to comply with this Declaration, applicable law, the rules and regulations, and/or the management plan adopted by the Association. Any person using any easement shall do so at his or her own risk and by such releases Declarant and the Association from any liability for personal injury or property damage. Declarant makes no warranties or representations regarding the suitability of the Common Area or easements for any purpose.

(8) Easement for Encroachments. In the event that any portion of any roadway, walkway, parking area, driveway, water line, sewer line, utility line, sprinkler system, Surface Water System, building or any other structure or improvement as originally constructed encroaches on any Lot or Common Area, it shall be deemed that the Owner of such Lot or Common Area, as the case may be, has granted a perpetual easement to the Owner of the adjoining Lot or the Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements or any such improvements or structures if same are constructed in substantial conformity with

the original structure or improvement.

(9) Easement for Access and Drainage. The Association shall have a perpetual nonexclusive easement over all areas of the Surface Water System, for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water System as required by the District permit. Additionally, the Association shall have a perpetual nonexclusive easement for drainage over the entire Surface Water System. No person shall alter the drainage flow of the Surface Water System, including buffer areas or swales, without the prior written approval of the District.

(10) Well and Access Easement. A well for the exclusive use of the Association exists on Lot 1 as indicated on the subject Plat. The purpose of the well is to provide water for the Common Area of the Subdivision, including for irrigation and landscaping purposes, or for other purposes solely determined by the Association. The Association shall have a perpetual nonexclusive easement over a portion of the surface and subsurface of Lot 1 that is necessary for running pipes and electricity to said well and for access to operate, maintain, and repair said well. The Association will consider allowing the Owner of Lot 1 to connect to the well subject to such Owner arranging and paying for a separate connection and separate meter, however this is at the Association's sole discretion.

(11) Recreation and Drainage Retention Area. The Recreation and Drainage Retention Area identified as Parcel "A" on the subject Plat, which is part of the Common Area, is intended to be used partly as a drainage retention facility and partly as a private park and recreation area for the Members and their guests. The Declarant and/or Association shall have the right and ability to construct improvements, as it or they unilaterally determine, in such Recreation and Drainage Retention Area which will be for the benefit, use, and/or safety of the Members and their guests. The Members and their guests' use of the Recreation and Drainage Retention Area shall be subject to the rules and regulations or management plan established by the Association, with which all Members and their guests agree to comply. Any person using the Recreation and Drainage Retention Area agrees to comply with this Declaration, applicable law, the rules and regulations, and/or the management plan adopted by the Association. Any person using the Recreation and Drainage Retention Area shall do so at his or her own risk and by such releases Declarant and the Association from any liability for personal injury or property damage. Declarant makes no warranties or representations regarding the suitability of the Recreation and Drainage Retention Area for any purpose.

**ARTICLE IV - MEMBERSHIP; BOARD OF DIRECTORS; OFFICERS;
AND VOTING RIGHTS**

(1) Membership. Every Owner of a Lot, including the Declarant, will be a Member of the

Association. Membership is appurtenant to and may not be separated from ownership of the Lot which is subject to assessment. In the event a Lot is divided into multiple Lots, each re-subdivided Lot Owner shall be a Member. The manner, terms, and conditions of membership are further provided in the Bylaws of the Association.

(2) Member Voting. Members will be entitled to one vote for each Lot or if re-subdivided, one vote for each re-subdivided Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but only one vote can be cast with respect to any one Lot. The manner, terms, and conditions of membership voting are further provided in the Bylaws of the Association.

(3) Board of Directors. The Association shall have a Board of Directors which shall consist of not less than three (3) nor more than nine (9) persons, who need not be Members of the Association. The initial Board of Directors shall consist of three (3) persons. The Directors shall be elected, and shall serve in such capacity, in the method and manner set forth in the Bylaws of the Association.

(4) Officers. The Association shall have a President, Vice-President, Treasurer, and Secretary, and such other Officers as the Board of Directors shall from time to time by resolution create. The Officers shall be elected, and shall serve in such capacity, in the method and manner set forth in the Bylaws of the Association.

(5) Association Business. The business of the Association will be managed by the Board of Directors of the Association who may employ agencies or persons to assist them in this function. The Association will indemnify the Directors and their agents from any personal liability, including attorney's fees, which arises as a result of their good faith actions in the conduct of the Association's business and activities. The rights, duties, and obligations of the Members, Directors, Officers, and Association are further provided in the Bylaws of the Association.

(6) Annual Meetings and Special Meetings. Annual meetings and special meetings of the Board of Directors and Members shall be held as provided for in this Declaration and the Bylaws of the Association.

(7) Notice of Meetings. Notice of any annual or special meeting of the Board of Directors or Members shall be in conformity with this Declaration and the Bylaws of the Association.

ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS

(1) Creation of the Lien and Personal Obligation of Assessments. The Owner or Owners of each Lot subject to assessment hereby jointly and severally covenant and agree to pay the Association as provided in this Declaration and the Bylaws of the Association the following: (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) special assessments related to the Surface Water System. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, will be charges on each designated Lot and will be a continuing lien on the Lot against

which each assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees, will also be the personal obligation of the person or party who was the Owner of such Lot at the time the assessment fell due. When a Lot is re-subdivided, each re-subdivided Lot shall be obligated to pay the assessments as if it were a separate Lot. Each Owner of a Lot, by acceptance of a deed to such Lot, whether or not it is expressed in the deed, agrees to pay these assessments under the applicable terms.

(2) Purpose of Annual Assessments. The annual assessments levied by the Association will be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the improvements and maintenance of the roads, drainage areas, easements, and Common Area situated on the Land, including but not limited to the following:

- a. Payment of operation expenses of the Association, including payment of insurance premiums for policies acquired by the Association, and repair and maintenance of roads and ditches such as may be required by any permit issued by the District or other governmental authority.
- b. Lighting improvement and beautification of access ways and easement areas.
- c. Management, maintenance, improvement and beautification of any roads, parks, lakes, ponds, buffer strips, recreation areas and facilities.
- d. Doing any other thing necessary or desirable, in the judgment of the Association, to keep the Land neat and attractive or to preserve or enhance the value of the Land, or to eliminate fire, health or safety hazards, which in the judgment of the Association may be of general benefit to the Owners or occupants of the Lots.
- e. Repayment of funds and interest thereon borrowed by the Association.

(3) Purpose of Special Assessments for Capital Improvements. In addition to the annual assessments, the Association can levy in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area. These special assessments shall be levied only if approved by a vote of seventy-five percent (75%) of Members who are voting in person or by proxy at a meeting duly called for this purpose in which a quorum is present.

(4) Purpose of Special Assessments Related to the Surface Water System. The Association shall levy a special assessment for the purpose of defraying in whole or in part the cost of the maintenance, operation and repair of the Surface Water System and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Directors of the Association with or without approval of the Members of the Association.

(5) Amount of Annual Assessments. The annual assessments will be set at the discretion of the Board of Directors of the Association, based upon reasonably anticipated expenses and necessary reserves

determined by such Board, but cannot exceed the maximum annual assessments for that year which is determined as follows:

- a. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment will be two hundred fifty dollars (\$250.00) per Lot.
- b. After January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment can be increased each year by no more than ten percent (10%).
- c. After January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased beyond the amount determined in (b) above by a vote of seventy-five percent (75%) of Members who are voting in person or by proxy at a meeting duly called for this purpose in which a quorum is present.
- d. In the event a Lot is re-subdivided into additional Lots during any calendar year, the assessments on the re-subdivided Lots will not be assessed as separate Lots until the following year.

(6) Notice and Quorum for Action Authorized Under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action concerning the determination of assessments authorized under Sections 3 and 5 above will be sent to all Members not less than thirty (30) days in advance of the meeting. The presence of Owners or of proxies entitled to cast thirty percent (30%) of all the votes of all Owners will constitute a quorum.

(7) Uniform Rate of Assessments. Both annual and special assessments will be fixed at a uniform rate for all Lots and can be made payable on an annual or more frequent basis, as determined by the Board of Directors of the Association.

(8) Date of Commencement of Annual Assessments and Due Dates. The annual assessments will commence at such time as determined by the Board of Directors of the Association. The first annual assessments will be adjusted according to the number of months remaining in the assessment year. The Board of Directors of the Association will fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessments will be sent to each Member. The due dates will be established by the Board of Directors.

(9) Notice of Lien. The Association may file or cause to be filed a Notice of Lien in the Public Records of Madison County, Florida, as to any unpaid annual and/or special assessments, together with interest, costs, and reasonable attorney's fees. Such Notice of Lien shall be signed by an Officer of the Association, whose signature shall be acknowledged, and shall contain at least the following:

- (1) Name and address of the Association,

- (2) Name and address of all Owners of the Lot(s) subject to the lien,
- (3) Legal description of the Lot(s) subject to the lien, and
- (4) Amount and date of original assessment for each assessment period.

Within ten (10) days of recording the Notice of Lien, a copy of said Notice shall be served on at least one Owner by Certified Mail, or personally delivered by a representative of the Association.

(10) Effect of Non-Payment; Remedies of the Association. Any annual and/or special assessment not paid within thirty (30) days after the due date shall be delinquent and shall bear interest from the due date at the maximum rate then permitted under Florida Law, until paid in full. The Association shall have the right to file a lien in the Public Records of Madison County, Florida, to secure payment of all amounts due. The total amount due, including interest, costs, and reasonable attorney's fees, shall be a continuing lien against the associated Lot until paid in full, and the Association may bring a civil action to foreclose the lien, or an action at law against the Lot Owner. No Owner can waive or otherwise escape liability for the assessments by non-use of the Common Area or roads, or by abandonment of the Lot.

(11) Subordination of the Lien to Mortgage. The lien of the assessments provided for herein is subordinate to the lien of any first mortgage. Sale or transfer of any Lot will not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, will extinguish the lien of the assessments as to payments which become due prior to such sale or transfer. No sale or transfer will relieve liability for any assessment thereafter becoming due or from the lien thereof.

(12) Jointly and Severally Liable. The Owners of each Lot shall be jointly and severally liable for all assessments.

(13) Certificate of Payment. The Association shall, upon demand at any time, furnish to any Owner a certificate in writing signed by an Officer of the Association, setting forth the status of all assessments applicable to the subject Lot. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Association may charge the Owner a reasonable fee for providing the aforesaid certificate.

ARTICLE VI - PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and will be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Madison County, Florida and is described on page 1 of this Declaration.

ARTICLE VII - AMENDMENT BY DECLARANT

The Declarant reserves and shall have the sole and exclusive right without notice to amend these Restrictions for the limited purpose of curing a scrivener's error, ambiguity in, or inconsistencies between,

the provisions contained herein.

ARTICLE VIII - ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, other than the Declarant, may impose any additional covenants or restrictions on any Lot or the Land without the prior written approval of the Declarant and the Association.

ARTICLE IX - GENERAL PROVISIONS

(1) Enforcement. Enforcement of this Declaration shall be as follows:

- a. The Association, Declarant, or any Owner has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or later imposed by the provisions of this Declaration. Failure by the Association, Declarant, or by any Owner to enforce any covenant or restriction herein contained will not constitute a waiver of the right to do so thereafter.
- b. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Restrictions which relate to the maintenance, operation and repair of the Surface Water System as well as any and all other provisions contained in these Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Restrictions by a proceeding at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the District bring an action at law or in equity to enforce any provision of these Restrictions and should it be determined in any such proceedings that the Association or any Owner(s) breached any of the provisions of these Restrictions or failed to completely and timely comply with any of these Restrictions, the District shall be entitled to an award of attorney's fees and costs incurred by the District in such proceedings which shall include attorney's fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the Public Records of Madison County, Florida, for any such attorney's fees and costs awarded to the District by any court or administrative body.

(2) Duties of Association and Owners Regarding Surface Water System. The Association and ultimately the Owners of any real property located within the Subdivision will be responsible for the maintenance, operation and repair of the Surface Water System as required by the permit issued by the District and other applicable District rules. Maintenance of the Surface Water System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water System shall be as permitted or, if modified, as approved by

the District.

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

(4) Duration and Amendment. This Declaration will run with and bind the Land for a term of twenty (20) years from the date this Declaration is recorded in the Public Records, after which time it will be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Owners, thereafter, by an instrument signed by not less than seventy percent (70%) of the Owners. To be effective, any such amendment must be recorded in the Public Records of Madison County, Florida. Notwithstanding other provisions contained herein, any amendment to this Declaration which alters any provision relating to the Surface Water System, beyond maintenance of its original condition, including the water management portions of the Common Area, must have the prior written approval of the District.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, executed this Declaration on this ____ day of _____, 2007.

Signed, sealed and delivered in our presence as witnesses:

SUMMERWOOD ESTATES OF MADISON, LLC
A Florida Limited Liability Company

Witness Signature

BY: _____
Henry N. Davis, Managing Member

Witness Printed Name

Witness Signature

Witness Printed Name

STATE OF FLORIDA
COUNTY OF MADISON

The foregoing Declaration of Restrictions and Protective Covenants was acknowledged before me this ____ day of _____, 2007, by Henry N. Davis, for and on behalf of Summerwood Estates of Madison, LLC, who is personally known to me and who took an oath.

[Notary Seal]

Notary Public Signature

Notary Public -- Printed Name