

Rec. 69.00
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DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
LAKE DALHOUSIE ESTATES

BOOK 1050 PAGE 0183

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KNOW ALL MEN BY THESE PRESENTS: That Declarant, Daphne Banks McLachlan, as Trustee of the Daphne Banks McLachlan Land Trust, the Owner of certain real property located in Lake County, described on the attached Exhibit "A" (which is hereinafter referred to as "the Property") hereby declares that all the Property shall be held, sold and conveyed subject to the covenants, conditions, easements and restrictions which are set forth herein and which are intended to protect the value and desirability of the Property.

The covenants, conditions, easements, and restrictions are hereby declared to run with the Property and to be binding upon the Property and upon all parties, Owners, their heirs, Personal Representatives, successors and assigns, having any right, title or interest in the Property or any part thereof. The provisions hereof shall inure to the benefit of and be binding upon each Owner of any part of the Property.

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ARTICLE I. DEFINITIONS

When used in this Declaration, the following words and terms shall have the meaning indicated opposite each word of term.

1.1 "Association" shall mean and refer to The Association of Lake Dalhousie, Inc., its successors and assigns.

1.2 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.3 "Common Area" shall mean and refer to those areas of land designated as "Tracts" on the recorded subdivision map of Lake Dalhousie Estates, a subdivision in Lake County, Florida, intended for the common use and enjoyment of the Owners of the Lots within Lake Dalhousie Estates. The term shall also include any tangible personal property, real property and easements acquired, owned or leased for the benefit of the Owners if such property is designated as Common Area. Subject to fee schedules and operating rules promulgated by the Developer or by the Association, the Common Areas are intended for the common use, enjoyment and benefit of the Lot Owners and their families, guests, tenants and invitees.

1.4 "Declarant" or "Developer" shall mean and refer to Daphne Banks McLachlan, as Trustee of the Daphne Banks McLachlan Land Trust, her successors and assigns.

1.5 "Property" shall mean and refer to all of the real property within Lake Dalhousie Estates, as that property is

described and shown on the plat recorded in Plat Book 31, Pages 22, Public Records of Lake County, Florida.

1.6 "Lot" shall mean and refer to the subdivided portions of the Property as shown on the plat or map of Lake Dalhousie Estates, which are improved or to be improved with single family conventional homes and which are subject to private fee simple ownership.

1.7 "Member" shall mean and refer to each of the Members of the Association. Where there are multiple Owners of any one Lot, each of the Owners shall be a Member of the Association.

1.8 "Owner" or "Lot Owner" shall mean and refer to the record Owner of an interest in one or more of the Lots, but excluding parties having an interest merely as security for the performance of an obligation.

ARTICLE II. PROPERTY RIGHTS

2.1 Lots. Each Lot within the Property shall be subject to fee simple ownership. No Lot may be used for ingress and egress to contiguous parcels of property without the prior written consent of Developer.

2.1.1 Declarant intends that Lake Dalhousie Estates will be improved with quality built conventional homes. Declarant has designed an overall scheme of development which regulates the height, size and quality of the dwelling. Declarant will effectuate its overall scheme of development by requiring that any proposed improvements to a Lot within Lake Dalhousie Estates be approved by the Architectural Review Committee. The following minimum standards are hereby imposed by the Developer, and these minimum standards shall guide the architectural review committee as it establishes its additional requirements in reviewing and approving all improvements to the Lots:

2.1.1.1 Each Lot will be improved with (1) single family conventional dwelling which shall include a garage adequate to house (2) standard sized American automobiles. Only (1) dwelling may be placed on any one Lot, except that attached guest quarters or attached mother-in-law apartments shall be permitted to be constructed on a Lot with the provision that such additional structures shall be inhabited by persons who, together with the persons residing in the main dwelling, constitutes a single household.

2.1.1.2 Garage doors shall not open to the street to which the main entrance of the dwelling fronts.

2.1.1.3 The single family dwelling shall contain

the following minimum square footage of heatable living area:

Lots 1 thru 14 - 2500 square feet,

Lots 15 thru 59 - 2000 square feet.

For multi-story structures, the minimum square footage of the entry level floor shall equal or exceed 1/2 of the total minimum square footage requirement for the residence.

2.1.1.4 The following minimum set-backs shall pertain to all construction on the Lots. In calculating set-backs, the regulations for calculation of same shall be as prescribed by Lake County:

Front: 35 feet,

Side: 15 feet,

Rear: 10 feet;

Lake front Lots shall adhere to a 50 feet set-back from the water's edge of the lakes because of the conservation easement granted on the plat of Lake Dalhousie Estates.

2.1.1.5 Driveway surfaces must be paved with a hard surface.

2.1.1.6 Construction or placement of log cabins, modular homes, manufactured or mobile homes or residences of prefab construction are strictly prohibited at any time.

2.1.1.7 Yards and pens for the housing of domestic pets shall be permitted in the rear of the dwelling.

2.1.1.8 A landscape plan must be submitted to the Architectural Control Committee at the same time the building plans are submitted. The landscape must be planted within (6) weeks after completion of the residence. The Lot must be improved with a minimum of 20 feet of sod around the perimeter of the dwelling together with underground irrigation therefor. The remainder of the front and side yards must be seeded or sprigged and maintained in a manner appropriate to a residential area.

2.1.1.9 Swimming pools must be "in-ground" pools.

2.1.2 The Architectural Review Committee shall be responsible for reviewing and approving all proposed improvements to the Lots including but not limited to approval of the size, type, quality, design and style of the dwellings or any outbuildings or structures, approval of the location and type of landscaping and approval any additions to the dwellings, any outbuildings and other structures on the Lot, it being the intent of Developer that an Owner will not at any time improve the Lot or alter or modify Lot improvements

located thereon without the prior written consent of the Architectural Control Committee.

2.1.3 Maintenance of the Lot and the improvements to the Lot shall be the responsibility of the Lot Owner. Lot Owners must keep all lawns mowed and shrubs and bushes trimmed.

Should an Owner fail to maintain the Lot and improvements thereon in a clean and neat fashion then the Association, after approval of 2/3 of the members entitled to vote, shall notify the Owner of any deficiency in the maintenance of his Lot by written notice mailed at the last address listed on the Association's records. If the deficiency is not cured within twenty (20) days after the notice is mailed, then the Association shall have the right, through its agents and employees, to enter upon the Owner's Lot and to clean, repair, maintain and restore the Lot and the exterior of the home and other improvements located thereon. The cost of such maintenance shall be the responsibility of the Owner.

2.1.4 In the event of damage to or destruction of any exterior wall, roof, eave, or other exterior surface, the Owner thereof shall at his own expense, immediately after the damage or as soon thereafter as is practicable, repair the damage or cause it to be repaired. If the Owner fails to repair the damage within a reasonable period of time, then the Association upon approval by 2/3 of the members, shall have the right, after notice to the Owner, to repair the damage or cause it to be repaired in accordance with paragraph 2.1.3, hereinabove. Provided, however, that if the damage is so extensive that repair is impractical, then the Owner will be required to clear the Lot of debris in a timely manner. Should the Owner fail to clear his Lot, then the Association may proceed as hereinabove described, after notice to the Owner, and following a vote by 2/3 of the members authorized to vote, approving the action of the Association.

2.2 Easements. Easements are expressly provided for and reserved in favor of the Owners and occupants of the Lots as follows:

2.2.1 Drainage and Utility Easements. Easements are granted by the Owners across property lines as may be required for installation, maintenance and service of utilities including but not limited to electrical, gas, sewer, water, cable television and telephone equipment and for drainage, irrigation and water retention purposes. These

easements are shown on the Plat of the Property, are created by recorded easement, or are reserved in the Deeds of Conveyance from Declarant. Declarant reserves for itself and for the Association, the right to convey nonexclusive interests in and to all easements to both public and private agencies or entitles who make use of the easements consistent with the purposes for which they are reserved.

2.2.2 All utility service to the Property shall be by underground cable service only, it being the intent of Declarant that no overhead lines shall be erected on the Property. The drainage scheme of Lake Dalhousie Estates has been designed by Developer and approved by those governmental agencies having jurisdiction over the Property as an overall scheme of development. No Lot Owner shall alter or interfere with the drainage scheme of the Property.

2.2.3 Conservation Easements on Lots contiguous to the lakes as shown on the plat of Lake Dalhousie Estates are imposed across lakefront Lots. No construction is permitted within the Conservation Easements, except as may be permitted by governmental agencies having jurisdiction over the Property, and then only to the extent that such construction is consistent with this Declaration. Moreover, the grade of these lakefront Lots includes a reverse swail to inhibit surface water run-off to the lakes. Owners of lakefront Lots may not alter the grading of the portion of their Lot that is included within the Conservation Easement, or otherwise alter or interfere with the drainage design.

2.2.4 Water retention areas, when designed and constructed on the Property, shall remain undisturbed by all Lot Owners, and to the extent that such areas are constructed on any part of a Lot, the Lot Owner grants a water retention and drainage easement to the Association and agrees not to alter such water retention areas.

2.2.5 Declarant. Easements and rights of way in favor of Declarant are reserved for construction, installation and maintenance of utilities including but not limited to electrical, gas, sewer, water, cable television, telephone equipment and the like, which are necessary or desirable for public health, safety and welfare and which may serve the inhabitants of the Property. Neither the Owners nor the Association shall in any way interfere with the completion and the sale of the remaining Lots.

2.2.6 Ingress and Egress. An easement shall exist for pedestrian traffic over, upon, through and across paths, walks and other portions of the Common Areas and Lots as may

from time to time be intended, designated and improved for such purpose and use; and for such vehicular and pedestrian traffic, over, through, across such portions of the Common Areas as may from time to time be improved and intended for such purposes. Such easements shall be for the use and benefit of the Owners, the Developer, and all those claiming, by, through, or under the aforesaid. The streets shown on the plat have been dedicated by Declarant to Lake County. Declarant specifically prohibits any Lot Owner from granting any easements of ingress and egress over, upon and across any Lot for the purpose of granting access to property which is contiguous to the Property. Parking is not permitted on the public streets.

2.3 Common Area. The subdivision plat for Lake Dalhousie Estates includes certain Common Areas. Ownership of a Lot within the property shall not entitle a Lot Owner to utilize the Common Area for any purpose except for which it was intended and shall not entitle a Lot Owner to come upon any of the Common Area which is not intended for public purposes. Every Owner shall have a permit and right of enjoyment in and to the Common Area. Title to the Common Area shall be conveyed by Declarant to the Association prior to the time Declarant conveys title to any Lots. The Board of Directors of the Association may promulgate rules and regulations for the day to day use of the Common Areas.

2.3.1 Landscape Islands. The Property has been improved with certain landscape islands located within the streets of the Property. The islands shall be dedicated to Lake County, in conjunction with the street dedication. It shall be the responsibility of the Association to maintain the landscape islands. The islands shall be initially landscaped by the Developer in a manner intended to enhance the value of the Property. Some landscaping shall include irrigation. It shall be the responsibility of the Association to continue to maintain the landscape islands in a manner consistent with the initial landscaping of the Developer.

2.3.2 Entrance Sign Tracts. Developer has reserved two tracts at the entrance to the Property, and Developer shall improve those tracts with signs and landscaping. The Association shall thereafter maintain the signs and the landscaping in a manner consistent with their initial placement by Developer.

2.3.3 Recreational Tract. The Recreational Tract provides access to Lake Dalhousie Estates for all of the Lot Owners.

This Tract shall be improved with certain park facilities and docking facilities. The docking facility will provide temporary docking to the residents of Lake Dalhousie Estates, (which temporary docking will not exceed 24 hours in duration). The Recreational Tract will also be improved with a sandy beach for the use of the Lot Owners. The Association shall be responsible for maintaining the Recreational Tract. The Association is empowered to promulgate rules and regulations governing the day to day use of the Recreational Tract.

2.3.4 Water Retention Area. The Water Retention Area Tract (W.R.A.) as denoted on the Plat of the Property is an area created for the benefit of all of the Property. The Water Retention Area shall be maintained by the Association in a manner which will insure that the tracts will accommodate the capacity of water for which such tracts were designed and built.

ARTICLE III. COVENANT FOR MAINTENANCE ASSESSMENTS

3.1 Levy of Maintenance Assessments. Declarant has designed and planned the construction of recreational facilities and other Common Areas for the benefit of the Lot Owners. The services and facilities will be operated and maintained by the Association. The cost of maintaining the facilities and Common Area will be paid by the Lot Owners. Such payment will be collected in the form of maintenance assessments.

3.2 Creation of Lien and Personal Obligation. Each Owner of any Lot by acceptance of a deed or other instrument of conveyance therefore, is deemed to covenant and agree to all the provisions, covenants, conditions, easements, and restrictions of this Declaration and to promptly pay

- (a) all annual assessments or charges
- (b) any special assessments

The annual and special assessments, together with interest, costs of collection and reasonable attorneys' fees shall be a charge on and a continuing lien on the Lot against which the assessment is made. Each assessment together with interest, costs of collection, and reasonable attorneys' fees shall also be the personal obligation of each person or entity who was an Owner of the Lot at the time the assessment first became due and payable.

3.3 Purpose of Assessment. The assessments shall be used to support services available to the Lot Owners of Lake Dalhousie Estates, including but not limited to maintenance of recreational facilities such as common docking facilities and beach, common lighting, the payment of taxes and

governmental assessments of the Common Area, the maintenance of storm water drainage and retention areas, maintenance of easements, landscape islands, entrance signs and irrigation, the purchase of insurance for the Common Area, the repair, replacement, and purchase of additions to the Common Area, and the payment of the costs to obtain labor, services, equipment, materials, management, and the necessary supervision therefore. The assessments may be used to establish a reserve account for the periodic maintenance, repair and replacement of improvements to the Common Area. The funds shall be reflected in the annual operating budget and designated "reserve fund." The assessments for subsequent years shall not be limited by the amount of assessments set in earlier years. In no event shall the assessments and any other revenues exceed expenses and reasonable reserves.

3.4 Special Assessments. In addition to the annual assessments authorized above, a special assessment may be levied applicable only to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Area (including fixtures, and personal property related thereto), the amount of any unanticipated taxes or insurance costs, and the amount any budget deficit from that year.

3.5 Uniform Rate of Assessment. All assessments will be fixed and assessed at a uniform rate for each Lot.

3.6 Date of Commencement of Annual Assessments; Due Dates. The amount of the assessment on an annual basis shall be established at least thirty (30) days in advance of each annual assessment period. Written notification of the annual assessment shall be sent to every Owner. The assessments may be paid in periodic installments as established by the Association.

3.7 Effect of Non-Payment of the Assessments; Remedies of the Association. Any assessment not paid within thirty days (30) after the due date shall bear interest from the due date at the highest rate of interest authorized under the usury laws of the State of Florida. The Association may file a Claim of Lien for such overdue Assessments. The Association may bring an action at law against any Owner who has failed to pay timely the assessment and who is obligated to pay the same, and may sue to foreclosure the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of the Lot. If any installment

of any assessment remains unpaid sixty (60) days after the same shall become due, Declarant shall give written notice of that delinquency to any Mortgagee who has requested written notification of same.

3.8 Subordination of Assessment Lien to Mortgage. The liens of the annual and special assessments provided for herein are declared hereby to be subordinate to the lien of any institutional first mortgage of any Lot. The sale or transfer of any Lot pursuant to mortgage foreclosure of an institutional first mortgage or any proceeding in lieu thereof extinguishes the lien of any assessments which became due prior to the effective date of the sale or transfer. The sale or transfer of any Lot not pursuant to mortgage foreclosure or proceeding in lieu thereof shall not affect the assessment lien. No sale or transfer, by judicial action or otherwise, shall relieve the pertinent Lot from liability for any assessments thereafter becoming due or from the lien thereof. These provisions shall in no way effect or minimize the personal liability of the Lot Owner for the assessments.

3.9 Homestead. By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Article are for the improvement and maintenance of homestead property, and that the assessment liens provided for herein shall be superior in priority to any claim of homestead status.

ARTICLE IV. ASSOCIATION

4.1 Creation. Declarant shall create an incorporated Homeowners Association called The Association of Lake Dalhousie, Inc.

4.2 Membership. The Association shall have two classes of voting membership as follows.

CLASS A - Class A members shall be all members other than the Declarant and such members shall be entitled to one vote for each Lot owned, provided, however, that when more than one person owns an interest in a Lot, all of such persons together shall be entitled to not more than one vote with respect to each Lot owned by them and such vote shall be exercised as they among themselves determine. It is provided further that co-Owners of a Lot shall designate the person who shall be authorized to exercise the vote for all co-Owners, and that designation shall be in writing delivered to the Secretary of the Association. In the event that joint or multiple Lot Owners are unable to agree among

themselves as to how their vote or votes shall be cast, then they shall lose their right to vote on the matter at issue. If any Lot Owner casts a vote representing their Lot, it shall thereafter be presumed conclusively for all purposes that the person so voting was acting with the authority and consent of all other Owners of that property. Should more than one vote be cast for a particular Lot on a particular issue, none of the votes so cast shall be counted and the votes so cast shall be deemed void. There shall be no split voting permitted.

CLASS B - Class B members shall be the Declarant which shall be entitled to one vote for each Lot owned by Declarant. Class B membership shall cease and be converted to Class A membership no later than the date in which Declarant has sold 75% of the Lots in the project to the third party purchasers. So long as there shall be Class B membership, Class A members shall not be entitled to vote.

4.3 Architectural Review Committee. So long as Class B membership exists, the Developer shall be and constitute the Architectural Review Committee as that Committee is described herein. When the Class B membership terminates, the Board of Directors of the Association shall appoint an Architectural Review Committee which shall function as described herein. The Architectural Review Committee shall be responsible for reviewing and approving all proposed improvements to the Lots including but not limited to: approval of size, type, quality, design and style of dwelling, approval of location of dwelling, approval of location and type of decorative landscaping, approval of additions to and modification of the Lots and the improvements thereon. With respect to swimming pools, the Architectural Control Committee will be empowered to review and approve plans for construction of pools, pool enclosures, fencing, landscaping, and other related Lot improvements. The Architectural Review Committee shall also be responsible for ensuring that Owners maintain their Lots as prescribed in this Declaration. The Architectural Review Committee is empowered to perform or have performed the work necessary to bring a Lot and the improvements thereon in conformance with the dictates of this Declaration as more particularly set forth herein.

Should a Lot Owner fail to procure the prior written approval from the Architectural Review Committee for improvements to a Lot, then, the Architectural Review Committee will be empowered to seek an injunction to prohibit

the completion of the work until the Architectural Review Committee has had an opportunity to review and approve the proposed improvements. Any Lot Owner who proceeds to improve a Lot without the prior written consent of the Architectural Review Committee proceeds at his own risk. Should consent be withheld, the Lot Owner will be required to remove unauthorized improvements.

ARTICLE V. PROTECTIVE COVENANTS

5.1 Residential Use Only. No commercial enterprise shall be conducted on any Lot. Each Lot shall be used for single-family private residence purpose. No more than one single family residential dwelling shall be located on any one Lot. Lots may not be further subdivided except that a Lot may be bisected for the purpose of increasing the sizes of the contiguous Lots. In such event, the Owners of the Lot so subdivided shall be jointly and severally liable for the assessment of that Lot so subdivided. The vote for the subdivided Lot shall be cast by the person designated by the Owners of the Lot.

5.2 Water and Sewer. Subject to regulations of governing authorities, sewage disposal shall be by private septic system and water shall be provided by private wells.

5.3 Motor Vehicles. All motor vehicles that are required to be licensed by the State of Florida shall carry a current year's license tag registration and shall be maintained in proper operating condition so that they do not constitute a nuisance because of noise, exhaust emissions, or otherwise.

5.4 Parking. This Declaration provides that a Lot Owner will require to construct a two car garage, at a minimum in conjunction with the construction of a residence. It is the intent of the Declarant that neither commercial oversized vehicles nor recreational vehicles (boats, boat trailers, recreational campers, motor homes, trailers, etc.) shall be parked on any Lot except as follows:

(a) This provision shall not apply to the parking of any vehicles in a garage out of view.

(b) This prohibition shall not apply to the temporary parking of trucks and commercial vehicles such as for pick up and delivery and other services as may be necessary to service the Property; and

(c) Boats, boat trailers, and campers, motor home, or trailers are permitted to be parked temporarily for loading or unloading, but in no event for a period in excess of twenty-four (24) hours.

5.5 Pets. No pets shall be maintained or kept on any of the Property, including any of the Lots, other than cats, dogs, goldfish, tropical fish and the like and birds such as canaries, parakeets, and the like. No animals, including any of the above, may be kept bred, or maintained for any commercial use upon the Lots. Peacocks are prohibited. Farm animals such as horses, ponies and other non-domestic household pets are prohibited. Dogs must be restrained on a leash. All pets must, at all times, be under the control and direct supervision of an Owner, his family, servant, guest, invitee, or lessee. Every Owner shall have the responsibility for cleaning up after his pet.

5.6 Clothes Drying Equipment. No outdoor clothes lines or other outdoor drying apparatus or equipment shall be permitted on any Lot in view of any other Lot Owner or in the public view.

5.7 Trash and Garbage. All Lots shall be kept free of an accumulation of rubbish, trash, garbage, and other solid waste materials, and from unsightly weeds and underbrush. All trash receptacles shall be stored out of sight.

5.8 Antennae. No exterior television or other antennae or dish, including any exterior transmission or receiving equipment shall be permitted on any of the Lots. The Developer reserves the right but does not accept the responsibility to place a cable television dish on the Property. Placement will be as close to the perimeter of the Property as is practicable.

5.9 Playground Equipment. Swings, playground equipment, treehouses and other play structures are permitted on the Lots, provided they are placed to the rear of the residence.

5.10 Nuisance. An Owner, his family, invitees, and lessees shall not do or keep, and shall not cause anything to be done or kept on his Lot, which would constitute a nuisance. No Owner may obstruct or interfere with the rights of the other Owners or the Association by unreasonable noise, odor, or otherwise, nor shall any Owner, his family, invitees, or lessees commit or permit any nuisance or immoral or illegal act within the Property.

5.11 Fences, Walls, and Hedges. The Architectural Control Committee, must approve the placement of fences, walls or perimeter hedges. All such improvement plans must be submitted to the Architectural Control Committee prior to being placed upon the Lots.

5.12 Outbuildings. Free-standing outbuildings are permitted to be placed on a Lot provided they are approved as

to design and placement by the Architectural Control Committee. All such buildings must be compatible with the residence as to design and materials.

5.13 Greenhouses. Plant nurseries or greenhouses are permitted on the Lots but must not exceed two hundred square feet.

5.14 Provisions Inoperative During Initial Construction. No provision contained in this Declaration shall be interpreted or construed to prevent the Declarant, its contractors or subcontractors, from doing or performing on all or any part of the Property, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the Property and the marketing of the Lots, including, without limitation, the following: Erecting, constructing, and maintaining such structures and vehicles as may reasonably be necessary for the conduct of Declarant's business of completing and establishing the Property as a residential community, and disposing of the same in Lots by sale, and maintaining such sign or signs on the Property as may be reasonably necessary in connection with the sale of the Lots.

Lot improvements shall be completed with reasonable dispatch. During construction, temporary housing structures will not be permitted. No one may reside on any Lot, either temporarily or permanently until the Certificate of Occupancy for the residence has been issued. It is the intention of Declarant to prohibit the parking or placement of RV's, campers, or other such vehicles providing temporary residence facilities, during construction or at any time except to the extent permitted under paragraph 5.4 hereinabove.

5.15 Boat Docks. Individual Boat Docks on the Lots may be erected after approval by the Architectural Control Committee as to design and placement and after approval by all governmental agencies having jurisdiction over same.

5.16 Lamp posts. Street Lighting. Security Lights. Exterior Lot lighting must be of a type and place in a manner which will not annoy other Lot Owners.

High intensity security lights shall not be placed on the Lots. Flood lights are permitted provided the "splash" therefrom does not encroach upon the Lot of another Owner.

ARTICLE VI. GENERAL PROVISIONS

6.1 Enforcement. Declarant, the Association and any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants,

easements, reservations, liens, and other charges now or hereafter imposed by the provisions of this Declaration, and the party enforcing same shall be entitled to recover all costs and expenses incurred thereby, including reasonable attorneys' fees. The failure of the Declarant, the Association or of any Owner to enforce any covenant or restriction or provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

6.2 Right of First Refusal. Declarant, in order to maintain a community of congenial Lot Owners and thus maintain and protect the value and desirability of Lots within Lake Dalhousie Estates, hereby reserves a right of first refusal on the sale of any Lot. Right of first refusal shall operate until released in writing on the Public Records by Developer, her successor and assigns.

The right of first refusal shall be relinquished in the following manner:

When a Lot Owner who intends to make a bona fide sale of his Lot receives an offer for the purchase of that Lot, then that Lot Owner shall give notice to the Declarant of the proposed sale and purchase of the Lot by presenting a copy of the contract to Declarant. Within three (3) business days after notification of the pending sale, Declarant will either exercise its right of first refusal or notify the Lot Owner by a writing in recordable form that it waives the right of first refusal on the condition that the new Owner shall agree to be bound by all of the terms and conditions of this Declaration including Declarant's continued right of first refusal.

6.3 Severability. The invalidation of any of the provisions hereof by judgement of court order shall in no way effect any other provision which shall remain in full force and effect.

6.4 Restrictions Run with the Lands; Amendment. The provisions, covenants, conditions, easements, and restrictions of the Declaration shall run with and bind the Property for a term of forty (40) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by 66% of the Lot Owners and certified by the officers of the Association shall be recorded indicating that the Declaration is terminated.

Amendment of this Declaration shall be by written Amendment filed in the Public Records. The Declarant may by

Amendment relinquish any rights granted herein and such Amendment need only be signed by Declarant. After the conveyance of the first Lot, and so long as the Declarant owns any property for sale in Lake Dalhousie Estates, any Amendments other than those wherein Declarant is relinquishing rights, may be made upon the approval of Declarant and 66% of the other Lot Owners. Once Declarant has sold all of the Lots in Lake Dalhousie Estates, this Declaration may be amended upon the approval of 66% of the Lot Owners of Lake Dalhousie Estates. Such Amendment shall be executed by the officers of the Association and shall be recorded together with an Affidavit prepared by the Secretary of the Association attesting to the approval by 66% of the Lot Owners of Lake Dalhousie Estates.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal on the day and year first above written.

WITNESSES:

[Signature]
Stephanie [Signature]

DAPHNE BANKS MCLACHLAN,
Trustee of the Daphne
Banks McLachlan Land Trust
Owner of all Lots in Lake
Dalhousie Estates except
Lot 3

Daphne Banks McLachlan Trustee

WITNESSES:

[Signature]
Stephanie [Signature]

I HEREBY JOIN IN AND CONSENT
TO THE DEED RESTRICTIONS AND
BY MY SIGNATURE AGREE THAT
SAID DEED RESTRICTIONS SHALL
RUN WITH TITLE TO Lot 3, Lake
Dalhousie Estates, Plat Book
31, Page 22

Daphne Banks McLachlan Trustee
DAPHNE BANKS MCLACHLAN,
Trustee of the Daphne Banks
McLachlan Living Trust

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this 16 day of March, 1990, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared DAPHNE BANKS MCLACHLAN, Trustee of the Daphne Banks McLachlan Land Trust, to me known to be the person described in the foregoing instrument, and that she acknowledged executing the same as Trustee of the Daphne Banks McLachlan Land Trust in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid.



Notary Public, State of Florida
My Commission Expires: 12.20.90

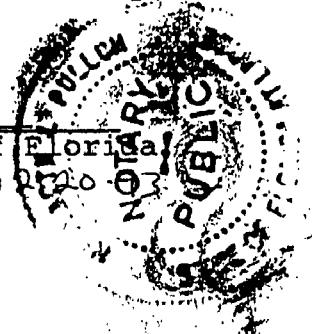


STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this 16th day of March, 1990, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared DAPHNE BANKS McLACHLAN, Trustee of the Daphne Banks McLachlan Living Trust, to me known to be the person described in the foregoing instrument, and that she acknowledged executing the same as Trustee of the Daphne Banks McLachlan Living Trust in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid.


Notary Public, State of Florida
My Commission Expires: 12.20.90



PREPARED BY/RETURN TO:
MARYBETH L. PULLUM
P. O. DRAWER 2160
✓ LEESBURG, FLORIDA 32749-2160
(D/DR/RE5/wyr/6/8/89)

A parcel of land in Sections 20 and 21, Township 18 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

From the Southeast corner of aforesaid Section 20, Run $N00^{\circ}42'00''W$ along the East line of the Southeast $1/4$ of Section 20 a distance of 48.51 feet to the Point of Beginning (P.O.B.); thence parallel with the South line of the Southeast $1/4$ of Section 20 Run $S89^{\circ}57'38''W$ 1244.19 feet; thence run $S00^{\circ}42'00''E$ 48.51 feet to the South line of the Southeast $1/4$ of Section 20; thence along said South line run $S89^{\circ}57'38''W$ 152.56 feet to the Northeasterly right-of-way line of County Road 44-A; said point being on a curve concave Southwesterly and having a radius of 443.28 feet to which a radial line bears $N26^{\circ}38'39''E$; thence run Northwesterly 204.18 feet along that arc of said curved right-of-way line through a central angle of $26^{\circ}23'29''$ to the end of said curve; thence along the North Right-of-way line of County Road 44-A run $N89^{\circ}44'50''W$ 664.30 feet to the beginning of a curve concave Northeasterly and having a radius of 377.28 feet; thence run Northwesterly 591.53 feet along the arc thereof through a central angle of $89^{\circ}50'00''$ to the end of said curve; thence along the East right-of-way line of County Road 44-A run $N00^{\circ}05'10''E$ 1233.10 feet to the North line of the South $1/4$ of the Northwest $1/4$ of the Southeast $1/4$ of aforesaid Section 20; thence leaving said right-of-way line and along said North line run $S89^{\circ}59'58''E$ 1281.50 feet to the Northeast corner of the aforesaid South $1/4$ of Northwest $1/4$ of Southeast $1/4$ thence along the West line of the Northeast $1/4$ of the Southeast $1/4$ of Section 20 run $N00^{\circ}20'22''W$ 996.55 feet to the North line of said Northeast $1/4$ of Southeast $1/4$; thence along said North line run $S89^{\circ}58'30''E$ 1323.58 feet to $1/4$ Section corner between Sections 20 and 21; thence along the North line of the Northwest $1/4$ of the Southwest $1/4$ of Section 21 run $S89^{\circ}31'49''E$ 1353.44 feet to the Northeast corner of said Northwest $1/4$ of Southwest $1/4$; thence along the East line of the West $1/2$ of the Southwest $1/4$ of Section 21 run $S00^{\circ}24'55''E$ 2656.70 feet to the Southeast corner of said West $1/2$ of Southwest $1/4$; thence along the South line of the Southwest $1/4$ of Section 21 run $N89^{\circ}29'44''W$ 1340.26 feet to the Southwest corner of Section 21; thence along the West line of the Southwest $1/4$ of Section 21 run $N00^{\circ}42'00''W$ 48.51 feet to the Point of Beginning. Comprising all of the lots and the common area of the subdivision known as Lake Dalhousie Estates according to the plat thereof recorded in Plat Book 31, Page 22, public records of Lake County, Florida.

MEMO: Legibility of writing,
typing or printing unsatisfactory in
this document when microfilmed.