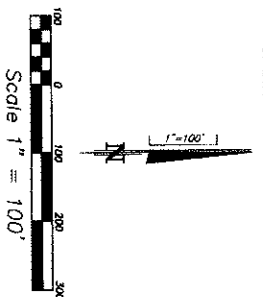


HIGH GLOVE UNIT 1
LOCATED IN SECTION 35, TOWNSHIP 24 SOUTH, RANGE 26 EAST,
LAKE COUNTY FLORIDA.

SHEET 2 OF 2

CURVE TABLE

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF

HIGH GROVE

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THIS DECLARATION made on the date hereinafter set forth by COLONY COMMUNITIES, a Florida general partnership with an office address at 1330 Palmetto Avenue, Winter Park, FL 32789, (hereinafter referred to as "Developer".)

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in Lake County, Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property" or the "Properties").

NOW THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to High Grove Homeowners Association Inc., a Florida corporation.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for a performance of an obligation.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subjected to this Declaration.

Section 4. "Common Area" shall mean all property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first lot and thereafter maintained by the Association includes drainage easements, landscape easements, walls, signage easements, and conservation tracts, all as shown on the plat of High Grove, according to the plat thereof as recorded in Plat Book 50, Pages 19420, recorded in the Public Records of Lake County, Florida. Developer reserves the right to convey additional Common Area to the Association as additional lands are made subject to this Declaration as provided in Article II hereof.

Section 5. "Lake County Dedications" shall mean and refer to lift stations and retention areas to be dedicated to county and easements to be dedicated and maintained by the county, all as shown on the plat of High Grove, according to the plat thereof as recorded in Plat Book 50, Pages 19420 recorded in the Public Records of Lake County, Florida.

Section 6. "Living Unit" shall mean and refer to any portion of a building situated upon the Property, including the land upon which it rests, designed and intended for use and occupancy as a residence.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 8. "Developer" shall mean and refer to COLONY COMMUNITIES, a Florida general partnership.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Florida Pines.

1. I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT.

CFN 2003111644
BK 02398 Pgs 0502 - 512; (11pgs)
DATE: 09/03/2003 02:49:54 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 45.00
TRUST FUND 6.00

R. S. Weekley - Public Work

Section 10. "Surface Water or Stormwater Management System" means 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, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE II
PROPERTY RIGHTS

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Section 1. Owners Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area as defined in Article I hereof which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreation facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area to the members of his family, his tenants or contract purchasers who reside on the Property, but not otherwise.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on the date ten (10) years from the date this Declaration is recorded, with it being agreed that notwithstanding the classification of Class B membership in accordance with the above, upon the subjecting of additional land to this Declaration, Class B membership shall be reinstated for all Lots owned by Developer so long as the total number of Class B votes shall then be greater than the total number of Class A votes.

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ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Developer, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, and (3) special assessments for maintenance and improvement of the Stormwater Management System, all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas as herein defined.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) per Lot.

Section 4. Initiation Fee. In addition to the Annual Assessment, simultaneous with the sale of each Lot, the Developer shall have the right to cause a one-time Initiation Fee of THREE HUNDRED DOLLARS (\$300.00) to be paid to the Association. Such Initiation Fee shall be used to defray the initial start-up costs and expenses of the Association.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment 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 as herein defined, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Special Assessments for Stormwater Management System. In addition to the annual assessments and special assessments for capital improvements authorized above, the Association may levy, in an assessment year, a special assessment 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 the Stormwater Management System, provided that any such assessment shall have the consent of two-third (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for the purpose.

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Section 7. Notice and Quorum for Any Action Authorized Under Sections 3.5 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Section 3, 5 and 6 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be payable annually or bi-annually as determined by the Association.

Section 9. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. Notwithstanding anything herein to the contrary, as long as Class B membership exists, as to unoccupied Lots owned by Developer, Developer may elect to pay ten percent (10%) of the annual assessment on each such unoccupied lot, provided that if Developer so elects, Developer shall pay all costs not due from owners and incurred by the Association in accomplishment of the purposes set forth in Article IV, Section 2 hereof. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage provided that a Claim of Lien has not been recorded by the Association in the Public Records of Lake County, Florida prior to the recordation of such first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot for liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

Except for those improvements constructed by Developer, no building, fence, wall or other structure shall be commenced, created, or maintained upon the Properties nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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ARTICLE VI USE RESTRICTIONS

Section 1. Violation. If any person claiming by, through or under Developer or its successors or under Developer, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Developer or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party including reasonable attorneys fees. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

Section 2. Residential Lots and Short Term Rentals. All Lots included within the real estate to which these restrictions pertain shall be known and described as residential Lots. No structure shall be erected, altered, placed or permitted to remain on any of said Lots, other than a residential dwelling unit not to exceed forty (40) feet in height nor exceed two (2) stories. This development shall consist of short term and overnight rental residential units provided the same are constructed and utilized in compliance with applicable ordinances of Lake County, Florida. No garage or any portion thereof shall be converted into a living area. All Living Units shall have a minimum of seven hundred (700) square feet of living area. The floor space within the garage, a breezeway, a porch, or an unfinished storage utility room shall not be included within the living area for the purposes of determining the minimum allowable living area.

Section 3. Setback. No building shall be located upon any residential building Lot which is less than twenty (20) feet in depth measured from the front lot line to the front of any Living Unit, rear yard shall not be less than ten (10) feet in depth measured from the rear lot line to the rear of any Living Unit, and side yard shall be not less than six (5) feet in depth. Notwithstanding the above, if a lesser setback is allowed by applicable zoning ordinance, such lesser setback shall prevail.

Section 4. No Offensive Activity. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which constitutes a public nuisance.

Section 5. No Temporary Structures. Unless otherwise specifically allowed or permitted under these covenants, no trailer, basement, tent, shack, detached garage, barn, shed, toolhouse or other outbuilding shall at any time be placed temporarily or permanently upon the Property, nor shall any improvements be made to said Property until and unless such owner shall first obtain the written approval of the Architectural Control Committee.

Section 6. No Subdivision. No Lot located within the Property shall be subdivided to constitute more than one building lot.

Section 7. Fences. No fence or wall shall be erected upon any Lot without first obtaining all applicable governmental permits and also securing the prior consent of the Architectural Control Committee as to the location, type, materials used, and size. All fences shall be constructed of natural wood materials of stockade picket type not exceeding six (6) feet in height. All fence posts and fence framing shall be on the interior of the fence. No fence shall be in front of any Living Unit on a lot or nearer to any street than the minimum setback line. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 8. Surface Water or Stormwater Management System. The 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(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. The Association shall appoint a committee consisting of one or more persons as appointed by the Board of Directors of the Association, to be designated the "Stormwater Management System Maintenance Committee". Said committee shall inspect the stormwater management system on a quarterly or more frequent basis to insure that the system is functioning appropriately and as designed. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

Section 9. Easements.

(a) The Developer, for itself and its successors and assigns, hereby reserves and is given, and the Association is hereby granted and given, a perpetual, alienable, and releasable easement, privilege and right on, over, and under the Common Areas for the necessary, ordinary, or reasonable maintenance and upkeep of structures on adjoining Lots on the Property.

Further, each Lot and Common Areas shall be subject to an easement for minor encroachments created by construction, settling and overhangs including plants, board and cement walkways, screen and trellis supports, and patio enclosure walls for all buildings constructed by Developer, and in the event any dwelling is partially or totally destroyed and then rebuilt, the Owners of the adjoining Lot(s) agree that minor encroachments created by construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

(b) The Developer and/or Association, as the case may be, shall have the unrestricted sole right and power of alienating and releasing the privileges, easements and rights referred to in this Section and in any plats of the Property provided that Developers rights hereunder shall only exist so long as the Developer shall own at least one (1) Lot within the Property. The Owners of the Lot subject to the privileges, rights and easements referred to in this Section shall acquire no right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over, or under the Property which is subject to said privileges, rights and easements. All easements created in this Section are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns and/or the Association, as the case may be.

(c) The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain 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 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 St. Johns River Water Management District permit. Additionally, the 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 St. Johns River Water Management District.

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

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Section 10. Parking. No parking facilities are allowed on any single Lot except a paved pad large enough for not more than two (2) automobiles. No wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked in a state of disrepair between the paved road and the Living Unit. Said vehicles, boats or objects may be so kept, only if completely inside a garage attached to the Living Unit. Private automobiles or vehicles of the occupants may be parked in the driveway on the Lot. No wheeled vehicle or boat shall be kept or parked in the front or side yard of any Lot. No trailers or recreational vehicles shall be maintained or kept on any Lot.

Section 11. Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that each household may keep not more than two (2) household pets, provided that they are not kept, bred or maintained for any commercial purpose.

Section 12. Architectural Control Committee Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, then the Architectural Control Committee shall have the right and authority to waive such violation.

Section 13. Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 14. Signs. No sign of any kind may be displayed to the public view on any Lot except one professional sign of not more than seven (7) square feet advertising the property for sale or rent, or signs used by the Developer to advertise the Property during the initial construction and sales period.

Section 15. Common Area. Other than those improvements constructed by Developer, no improvements shall be constructed upon any portion of the Common Area, if any, without the approval of the Architectural Control Committee. These areas shall be maintained by the Association as open recreational areas as provided in the plat of the Property.

(a) No activities constituting a nuisance shall be conducted upon Common Areas, if any.

(b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon Common Areas, if any.

(c) The Association may, from time to time, adopt reasonable rules and regulations concerning use of the Common Area, if any, which shall be binding upon all members of the Association.

(d) The Association shall, at all times, pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the Property owned by the Association. The Association, at all times, shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Areas, if any. Said insurance policies shall be in the name of the Association and for the benefit of the Association members and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable. The sum and extent of such insurance coverage at all times shall meet all requirements, if any, applicable to the Common Areas established by the VA.

(e) Except for those capital improvements made to the Common Area by the Developer at its expense, at all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Developer and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 16. Property Maintenance. In the event an owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Control Committee, including but not limited to landscaping, grass and shrubbery, the Owner shall be notified and given thirty (30) days within which to correct or abate the situation. If the Owner fails to do so, the Committee shall have the right (although it shall not be required to do so) to enter upon said Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the Living Unit and other improvements located thereupon at the sole cost of the Owner of said Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys fees and costs for collection thereof, shall thereupon constitute a lien upon said Lot which lien shall become effective only upon the filing of a written claim of lien. The form substance and enforcement of said lien shall be in accordance with the lien laws of the State of Florida, and the Owner of said Lot shall, by virtue of having acquired said Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien except if a Claim of Lien has been filed in the Lake County Public Records prior to the recondition of such first mortgage.

Section 17. Rights of Developer. Notwithstanding anything in Article VI to the contrary, Developer shall have the right to use the Property for ingress and egress there over including the use of construction machinery and trucks thereon and no person shall in any way impede or interfere with the Developer, its employees or agents, in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Furthermore, the Developer may make such use of the Property free from the interference of Lot Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.

Section 18. Antennas; Satellite Receivers. There shall not be permitted to exist anywhere on the Properties any outside antennas or other devices for purposes of reception of television, radio or similar signals, except the term antenna as used herein shall be interpreted to specifically prohibit the construction or installation of a satellite dish or similar type of receiving device in excess of eighteen (18) inches and such device is to be located to the rear of the dwelling unit and shall not be able to be seen from the front or sides of the dwelling.

Section 19. Game and Play Structure. No basketball backboards and any other fixed game and play structures will be permitted without express approval by the Architectural Review Committee, and if approved, they shall be located at the rear of the dwelling or on the inside portion of corner Lots within the setback lines.

Section 20. Swimming Pools. Any swimming pool to be constructed upon any Lot shall be subject to review by the Architectural Review Committee. The design must incorporate, at a minimum, the following:

a. The composition of the material must be thoroughly tested and accepted by the industry for such construction.

b. Any swimming pool constructed on any Lot shall have an elevation of the top of the pool not over two (2) feet above the natural grade unless otherwise approved by the Architectural Review Committee. No above-ground pools are permitted.

c. Pool cages and screens must be of a design, color and material approved by the Architectural Review Committee and shall be no higher than twelve (12) feet unless otherwise approved by the Architectural Review Committee.

d. Pool screening shall not be visible from the street in front of the dwelling unit. Pool screening shall not extend beyond the sides of the house without express approval by the Architectural Review Committee.

Section 21. Clotheslines/Solar Devices. No clotheslines or similar device shall be permitted to be erected on any Lot or other part of the Properties.

Section 21. Clotheslines/Solar Devices. No clotheslines or similar device shall be permitted to be erected on any Lot or other part of the Properties.

Any solar panels or other devices for the collection of solar energy shall be placed, subject to the directional requirements of such devices, in a manner so as to be visible to the fewest number of adjoining properties. Any such devices shall be subject to the Architectural Control requirements contained in Article V of the Declaration, and the Architectural Review Committee is authorized to prescribe the location, color and design of such device. The Architectural Review Committee may prescribe a standard design and color, or may prescribe a design and color which will best blend with the house on which the device is to be placed, or both, in its discretion. Whenever possible, such devices shall be located to the rear of houses and shall be mounted flat against the house roof.

Section 22. Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the subdivision. No boats, campers or recreational vehicles shall be allowed to be parked for over twenty-four (24) hours in front of the residence or on the side of the residence when said boats, camper or recreational vehicle can be seen from the street in front of said residence or, in the case of a corner Lot, from either street in front of said residence. All operative vehicles must be parked in the garage or on the driveway and not anywhere else on a Lot and not on the street. No additional outside parking area in addition to the driveway shall be permitted unless specifically approved by the Architectural Review Committee and only then if said additional parking area is in no way visible from the street or any adjoining Lot(s).

Section 23. Commercial Lots. The commercial lot owners will have a prorata share of responsibility for the operation and maintenance of the proposed surface water management system.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Duration of Covenants. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 4. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recondition of an instrument executed by the Developer alone, for so long as it or its affiliates holds title to any Lot affected by this Declaration; or alternatively by approval at a meeting of Owners holding not less than 66-2/3% vote of the membership in the Association, provided, that so long as the Developer or its affiliates is the Owner of any Lot affected by this Declaration, the Developers consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. The foregoing sentence may not be amended. Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management

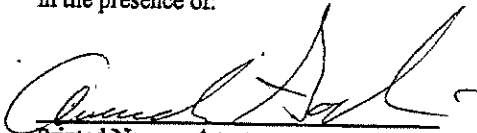
system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.


Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Communication. All communication from individual Lot Owners to the Developer, its successors; the Board of Directors or the Association; or any officer of the Association, shall be in writing.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, as hereunto set its hand and seal this 22 day of Aug, 2003

Signed, sealed and delivered
in the presence of:



Printed Name: AMANDA GODWIN


Printed Name: Amy WILSON

Its: CHAIRMAN
STATE OF FLORIDA

COLONY COMMUNITIES, a Florida
general partnership


By: Larry Godwin, Chairman

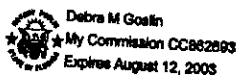
By: 
As

COUNTY Orange OF

The foregoing instrument was acknowledged before me this 22 day of August, 2003, by Larry Godwin as Chairman for COLONY COMMUNITIES, a Florida general partnership, who is personally known to me or who has produced a drivers license as identification.

SEAL


Notary Public



*The quality of this image
is equivalent to the quality
of the original document.*

*The quality of this image
is equivalent to the quality
of the original document.*

EXHIBIT "A"

DESCRIPTION:

That part of Section 35, Township 24 South, Range 26 East, Lake County, Florida, described as follows:

BEGIN at a 1" diameter iron rod at the South 1/4 corner of Section 35, Township 24 South, Range 26 East, and run N89°27'33"E along the South line of the Southeast 1/4 of said Section 35 for a distance of 2031.84 feet to a point on the Westerly right-of-way line of US Highway No. 27, said point being on a non-tangent curve concave Southeasterly having a radius of 400.00 feet, a chord bearing of N33°18'28"E and a central angle of 02°52'42"; thence run Northeasterly along the arc of said curve and said right-of-way line for a distance of 20.09 feet to a point on a non-tangent curve concave Southeasterly having a radius of 400.00 feet, a chord bearing of N34°10'57"E and a central angle of 01°07'43"; thence run Northeasterly along the arc of said curve and said right-of-way line for a distance of 7.88 feet to a point of non-tangency; thence run N35°52'31"E along said right-of-way line for a distance of 294.72 feet; thence run N20°35'59"W for a distance of 292.39 feet; thence run N69°24'01"E for a distance of 248.62 feet to a point on the Westerly right-of-way line of U. S. Highway No. 27, said point also being on a non-tangent curve concave Southwesterly having a radius of 7539.60 feet, a chord bearing of N19°52'59"W and a central angle of 00°45'36"; thence run Northwesterly along the arc of said curve and said right-of-way line for a distance of 100.01 feet to the point of non-tangency; thence run S69°24'01"W for a distance of 249.87 feet; thence run N20°35'59"W for a distance of 535.99 feet to a point on a common boundary line as described in Official Records Book 1663, Page 2242; thence run S89°35'42"W along said common boundary line for a distance of 571.71 feet; thence run N00°01'10"W along said common boundary line for a distance of 182.60 feet; thence run S89°33'32"W along the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 35 for a distance of 661.31 feet; thence run S00°01'57"E along the West line of the East 1/2 of said Southwest 1/4 of the Southeast 1/4 for a distance of 1257.55 feet; thence run S89°27'33"W along the North line of the South 60.00 feet of the Southeast 1/4 of said Section 35 for a distance of 661.03 feet; thence run S89°49'50"W along the North line of the South 60.00 feet of the Southwest 1/4 of said Section 35 for a distance of 1333.20 feet; thence run S00°03'53"W along the West line of the Southeast 1/4 of said Southwest 1/4 for a distance of 60.00 feet; thence run N89°49'50"E along the South line of said Southwest 1/4 for a distance of 1333.32 feet to the POINT OF BEGINNING.

Containing 42.831 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SHEET 1 OF 1

Return to:
Colony Homes (Melissa Meloon, VP
1330 Palmetto Avenue
WP, Fl. 32789
PH: 407-647-3811

ARTICLES OF INCORPORATION

OF

HIGH GROVE HOMEOWNERS ASSOCIATION, INC.

CFN 2003127250
Bk 02421 Pgs 0243 - 248; (6pgs)
DATE: 10/02/2003 09:01:14 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 25.00
TRUST FUND 3.50

KNOW ALL MEN BY THESE PRESENTS: That the undersigned incorporator does hereby certify he is forming a body corporate under and by virtue of the laws of the State of Florida for the transaction of business with and under the following charter:

ARTICLE I
NAME

The name of the Corporation shall be: High Grove Homeowners Association, Inc.

ARTICLE II
EFFECTIVE DATE

The date of corporate existence shall be Aug 22 2003, provided these Articles are filed within five (5) business days of said date, and if not so filed, then the date of corporate existence will be the date of filing.

ARTICLE III
POWERS AND AUTHORITY

The general nature of the business to be transacted by this Corporation and its powers shall be:

1. To engage in any lawful business as provided for under the laws of the State of Florida.
2. To engage in the business of purchasing or otherwise acquiring in whole or in part letters patent, concessions, licenses, inventions, rights, and privileges, subject to royalties or otherwise, whether in the United States or elsewhere; to sell, let or grant any patent rights, licenses, concessions, inventions, rights, or privileges belonging to this Corporation or which it may acquire, or any interest in the same, and generally to deal in any and all such properties; to manufacture, produce and exploit, trade, and deal in all products of any such inventions or rights, and maintain machinery, plants, articles, appliances, and other things in connection therewith.
3. To lease, sell, exchange, mortgage, buy, transfer, hold, own, work, develop, improve, divide, sub-divide, pledge or in any manner whatsoever acquire and dispose of, on its own account or on commission, property of all kinds, real, personal and mixed and including rights, easements, and incorporeal hereditaments appurtenant thereto, and including patents and patent rights and processions; and while the owner of any property to exercise all the rights, powers and privileges of ownership to the same extent as natural persons might do, including the right to vote the stock of other corporations owned by it, with power to designate some person for that purpose from time to time to the same extent as natural persons might or could do.
4. To engage in the business of manufacturing, buying, selling, leasing and distributing machinery, devices, products, materials and accessories of every class, kind and description; except that it is not to conduct a banking, safe deposit, trust, insurance, surety, express, railroad, canal, telegraph, telephone or cemetery company, a building and loan association, a mutual fire insurance association, a cooperative association, fraternal benefits society, state fair or exposition.
5. To manufacture, purchase or otherwise acquire, and to own, mortgage, pledge, sell, assign, transfer, or otherwise dispose of, and to invest in, trade in, deal in and with goods, wares, merchandise, real and personal property, and services, of every class, kind and description; except that it is not to conduct any banking, safe deposit, trust, insurance, surety, express, railroad, canal, telegraph, telephone, or cemetery company, a building and loan association, cooperative association, a mutual fire insurance association, a fraternal benefits, society, state fair or exposition.
6. To conduct business in, have one or more offices in, and buy, hold, mortgage, sell, convey, lease, or otherwise dispose of real or personal property, including franchises, patents, copyrights, trademarks, and licenses, in the State of Florida, and in all other states and countries.

R. S. Weekley - Public Works

7. To contract debts and borrow money, issue and sell or pledge bonds, debentures, notes and other evidences of indebtedness, and to execute such mortgages, transfers of corporate property, or other instruments to secure the payment of corporate indebtedness as required.

8. To guarantee, endorse, purchase, hold, sell, transfer, mortgage, pledge, or otherwise acquire or dispose of the shares of capital stock thereof, or any bonds, securities, or other evidences of indebtedness created by any other corporation of the State of Florida or any other state or government, and while owner of such stock to exercise all the rights, powers and privileges of ownership, including the right to vote such stock.

9. To own, maintain, use and operate, trucks, automobiles and other vehicles for itself and for hire, and in connection therewith to transport from point to point freight or any articles whatsoever in consideration of the charges to be made therefor, or for itself.

10. To own, maintain, use and operate any tools, plant equipment, appliances, supplies, fixtures, equipment, or other articles or things whatsoever, and to lease, let, hire, buy, sell, trade, exchange, and deal with any of the foregoing in any manner whatsoever, for itself, for others, or for hire.

11. To conduct a general brokerage agency and commission business for others in the purchase and sale of personal property, stocks, bonds and notes, and to negotiate loans thereon for others; to act as trustee in deeds of trust or mortgages on real or personal property, or any evidences of value to secure them and to act as agents for letting houses, lands, or personal property, and the collection of rents and the payments of taxes.

12. To maintain and keep storage warehouses for the storage and deposit of goods and merchandise of all kinds and descriptions, and conduct all business appertaining thereto, including the making of advances on goods stored and deposited with it, and to have and receive all the rights and emoluments thereto belonging.

13. To buy, loan money upon, sell, transfer, assign, discount, borrow money upon and pledge as collateral, and otherwise deal as principal, agent, or broker in bills of lading, warehouse receipts, evidence of deposit and storage of personal property, bonds, stocks, promissory notes, conditional bills of sale, retain title contracts, commercial paper, accounts invoices, chooses in action, interest in estate, contracts, mortgages on real and personal property, pledges of personal property and other evidence of indebtedness of persons, firms or corporations and to own, hold and convey such real estate and share of stock in other corporations, domestic and foreign, as may be necessary or expedient in the operation of its corporations, domestic and foreign, as may be necessary or expedient in the operation of its business, and to do all things incidental thereto; to buy, sell and deal in all kinds of listed and unlisted bonds and stocks on commission; to act as agent or factor for any person, firm or corporation; but not, however, for the purpose of carrying on the business of banking or any business for the transaction of which a corporation is required under the laws of the State of Florida to qualify as a banking corporation.

14. To purchase or otherwise acquire letters patent, concessions, licenses, inventions, rights and privileges, subject to royalties or otherwise, and whether exclusive, non-exclusive, or limited, or any part interest in such letters patent, concessions, licenses, inventions, rights and privileges, whether in the United States or in any other part of the world; to sell, grant or let any patent rights, concessions, licenses, inventions, rights or privileges belonging to the company, or which it may acquire, or any interest in the same to register any patent or patents for any invention or inventions, to obtain exclusive or other privileges in respect of the same, in any part of the world, and to apply for, exercise, use or otherwise deal with or turn to account any patent rights, concessions, monopolies, or other rights or privileges either in the United States or in any other part of the world; to manufacture and produce, and trade and deal in all machinery, plant, articles, appliances, and things capable of being manufactured, produced, or traded in by virtue of or in connection with any such letters patent, concessions, licenses, inventions, rights or privileges as aforesaid.

15. The Corporation may use and apply its surplus earnings or accumulated profits authorized by law to be reserved, to the purchase or acquisition of property, and to the purchase or acquisition of its own capital stock from time to time, and to such extent and in such manner, and upon such terms as its Board of Directors shall determine, and to hold the same in its treasury to be thereafter sold, issued, or disposed of when and in such manner as the Board of Directors may deem expedient; and neither such property nor the capital stock taken in payment or satisfaction of any debt due to the Corporation shall be regarded as profits for the purpose of declaration or payment of dividends, unless otherwise determined by a majority of the Board of Directors, or by a majority of the stockholders.

16. To acquire by purchase, subscription or otherwise and to hold or dispose of stocks, bonds, coupons, mortgages, deeds of trust, debentures, securities, obligations, notes and other evidences of indebtedness of any corporation, stock company, or association now or hereafter existing, and whether created by or under the laws of the State of Florida, or otherwise; and to pay for any of the same in cash, in property of any kind, in services, in the stock of this Corporation, in bonds, in notes, or otherwise, or by undertaking the whole or any part of the liabilities of the transferor; to acquire and use, and to sell, assign, transfer, mortgage, pledge, exchange, distribute or otherwise dispose of the whole or any part of the same; and to aid in any manner any corporation, stock company, or association whose stock, bonds or other obligations are held or are in any manner guaranteed by the company, and to do any other acts or things for the preservation, protection or improvement or enhancement of the value of any such stocks, bonds or other obligations, to exercise all the rights, powers, privileges of ownership thereof, and to exercise all voting power thereon, with power to designate some person for that purpose from time to time to the same extent as a natural person or persons might or could do.

17. To enter into, make and perform contracts of every kind for any lawful purpose with any person, firm, association, corporation, municipality, body politic, country, state, government, or colony dependency thereof.

18. To acquire the good will, rights and property, and the whole or any part of the assets, tangible or intangible, and to undertake or in any way assume the liabilities of any person, firm or corporation or association; to pay for the said good will, rights, property and assets in cash, in property of any kind, in the stock of this Corporation, in bonds, or otherwise, or by undertaking the whole or any part of the property so purchased; to conduct in any lawful manner the whole or any part of any business so acquired; and to exercise all powers necessary or convenient in or about the conduct and management of such business.

19. For itself or as agent, broker, or correspondent for others, to negotiate and make loans, unsecured or secured by mortgages, bills of sale, or otherwise, upon personal or real property; and to do all things necessary in the transaction of business as loan correspondent or mortgage company.

20. In the purchase or acquisition of property, business rights, or franchises, or for additional working capital, or for any other object in or about its business affairs, and without limit as to amount, to incur debts, and to raise, borrow and secure the payment of money in any lawful manner, including the issue and sale or other disposition of bonds, warrants, debentures, obligations, negotiable and transferable instruments of evidences of indebtedness of all kinds, whether secured by mortgage, pledge, deed of trust, or otherwise.

21. To buy and sell, as broker or agent, or on its own account, all kinds of machinery and electrical and machine supplies.

22. To conduct its business or any part of parts thereof in the United States of America, and in foreign countries or jurisdiction without restriction as to place; and to have one or more offices or agencies and keep such books of the company outside of the State of Florida as are not required by law to be kept within this State.

23. To do all and everything necessary and proper for the accomplishment of the objects enumerated in these Articles of Incorporation or any amendments thereto, or necessary or incidental to the protection and benefit of this Corporation and in general to carry on any lawful business necessary or incidental to the attainment of the objects of this Corporation, whether or not such business is similar to the nature of the objects set forth to the same extent as a natural person might or could do.

24. None of the objects and powers hereinabove specified and clauses and paragraphs contained in this Article, shall in any way be limited or restricted by reference to or inference from the terms of any other objects, powers, clauses or paragraphs of this Article or any other Article in this these Articles, but the objects and powers specified in each paragraph and clause in this Article shall be regarded as independent objects and powers. The foregoing clauses shall be construed both as objects and powers, and it is expressly provided that the foregoing enumeration of specific powers shall not be held to restrict or limit in any manner the powers of this Corporation as may be provided by law or otherwise.

25. The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 40-069-0333-ERP requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

ARTICLE IV
STOCK

The maximum number of shares of stock which may be issued by this Corporation is Twenty thousand (20,000) shares of common stock, par value \$.01 per share.

Ten thousand (10,000) shares of the authorized common stock shall be authorized as voting common stock. Ten thousand (10,000) shares of the authorized common stock shall be authorized as non-voting common stock. The voting stock and non-voting stock will have identical attributes except as to voting. The non-voting common stock cannot vote. The voting common stock can vote.

ARTICLE V
EXISTENCE

The Corporation shall have perpetual existence, unless sooner dissolved according to law.

ARTICLE VI
PRINCIPAL OFFICE

The mailing and street address of the principal office of this Corporation shall be: 1330 Palmetto Avenue, Winter Park, Florida, 32789.

ARTICLE VII
NUMBER OF DIRECTORS

The business of the Corporation shall be conducted and managed by a Board of Directors, consisting of not less than one (1) member, as fixed from time to time by the By-Laws of the Corporation. The Corporation shall have one (1) Director(s) initially.

ARTICLE VIII
NAMES OF DIRECTORS

The name and street address of the members of the first Board of Directors of this Corporation, who shall hold office until their successors are elected and qualified, are:

NAME	ADDRESS
Larry Godwin	1330 Palmetto Avenue Winter Park, Florida 32789

ARTICLE IX
OFFICERS

The officers of the Corporation shall be elected by the Board of Directors of the Corporation at a meeting to be held immediately following each annual meeting of the stockholders. New offices may be created, and appointment may be made therefor, and any office that may become vacant may be filled by the Board of Directors of the Corporation at any regular meeting or at any special meeting called for that purpose. The duties of the officers of the Corporation shall be prescribed by the By-Laws.

ARTICLE X
ADDITIONAL POWERS

In furtherance and not in limitation of the powers conferred by statute, the Corporation shall have and may exercise the following powers:

1. The Corporation shall have the power, if the By-Laws so provide, to hold meetings, both of stockholders and Directors, either within or without the State of Florida, at such places as may from time to time be designated by the Board of Directors.
2. Meetings of the Directors or stockholders may be held upon such notice thereof as may be set forth in the By-Laws of the Corporation, subject to any statutory restrictions relative thereto, but any requirement as to notice of such meetings that may be set forth in the By-Laws of the Corporation shall not prevent, and nothing herein shall be construed as preventing any stockholder or Director from waiving

notice of any meeting in such manner as may be provided or permitted by the statutes of the State of Florida, and by the By-Laws of this Corporation consistent therewith.

3. The number of Directors of this Corporation shall be fixed from time to time by the By-Laws, subject to any limitation imposed by the Articles of Incorporation or any amendment thereto.

4. The Corporation in its By-Laws may confer upon the Directors powers additional to the foregoing and to the powers and authorities expressly conferred upon them by statute.

5. It shall not be necessary for any officer of the Corporation to be a Director, or for any officer to be a stockholder.

6. The annual meeting of the stockholders shall be held on such day as may be fixed by the By-Laws of the Corporation, and the date of such meeting may be changed from time to time as the By-Laws may provide; and the manner of calling meetings of stockholders and Directors shall be fixed by the By-Laws.

7. The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

ARTICLE XI INDEMNIFICATION

Each Director and officer in consideration of his services, shall be indemnified, whether then in office or not, for the reasonable costs and expenses incurred by him in connection with the defense of, or for advice concerning, any claim asserted or proceeding brought against him by reason of his being or having been an officer of the Corporation or Director of the Corporation, whether or not wholly owned or by reason of any act or omission to act as such Director or officer, provided that he shall not have been derelict in the performance of his duty as to the matters or matter in respect of which claim is asserted or proceeding brought. The foregoing right of indemnification shall not be exclusive of any other rights to which any Director or officer may be entitled as a matter of law.

ARTICLE XII RELATED PARTY TRANSACTIONS

No contract or other transaction between the Corporation and any other firm or corporation shall be affected or invalidated by reason of the fact that any one or more of the Directors or officers of this Corporation is or are interested in, or is a member, stockholder, director or officer, or are members, stockholders, directors, or officers of such other firm or corporation; and any Director or officer or officers, individually or jointly, may be a party or parties to, or may be interested in, any contract or transaction of this Corporation or in which this Corporation is interested, and no contract, act or transaction of this Corporation, shall be affected or invalidated by reason of the fact that any Director or Directors or officer or officers of this Corporation is a party or parties to, or are interested in such contract, act or association or corporation, and each and every person who may become a Director or officer of this Corporation is hereby relieved from any liability that might otherwise exist from thus contracting with this Corporation for the benefit of himself or any firm, association or corporation in which he may be in any way interested.

ARTICLE XIII DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XIV EXISTENCE AND DURATION

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

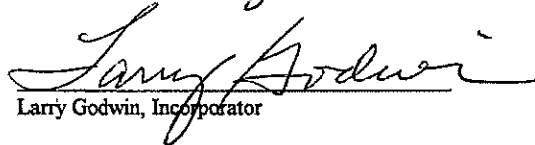
ARTICLE XV
REGISTERED AGENT AND REGISTERED OFFICE

The registered agent shall be Larry Godwin , and the registered office address for the above named registered agent is 1330 Palmetto Avenue, Winter Park, Florida 32789.

ARTICLE XVI
INCORPORATOR

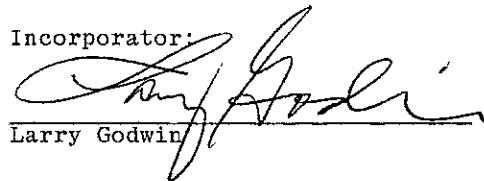
The name and street address of the incorporator of these Articles of Incorporation is Larry Godwin, 1330 Palmetto Avenue, Winter Park, Florida 32789.

IN EXECUTION HEREOF, I have hereunto set my hand and seal, and filed the foregoing Articles of Incorporation under the laws of the State of Florida, this 22 day of Aug ~~19~~ 2003


Larry Godwin, Incorporator

In witness whereof, the Incorporator has executed these Articles of Incorporation the 26th day of September 2003.

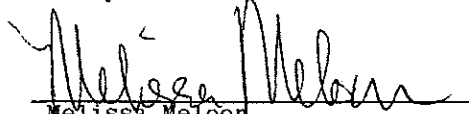
Incorporator:


Larry Godwin

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 26th day of September 2003, by Larry Godwin, who is personally known to me.

Notary Public:


Melissa Meloon
State of Florida at Large
My Commission Expires: 2-1-05

SEAL



Melissa Meloon
Commission # CC 997272
Expires Feb. 1, 2005
Bonded Through
Atlantic Bonding Co., Inc.

CFN 2003144493
Bk 02446 Pgs 1333 - 1334; (2pgs)
DATE: 11/07/2003 08:39:13 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 9.00
TRUST FUND 1.50
DEED DOC 0.70

The foregoing instrument was acknowledged before me this 30th day of October, 2003, by Larry Godwin

as Chairman of Colony Communities, Inc., a Delaware corporation, general partner of Colony Communities, a Florida general partnership, who is ☒ personally known to me or who ☐ has produced _____ as identification.

NOTARY PUBLIC:

Sign

Print

State of Florida at Large (Seal)

My Commission Expires:



Nancy O. Honsa
MY COMMISSION # DD115486 EXPIRES
July 22, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

Prepared by and return to:
Dwight I. Cool, Esquire
Pohl & Short, P.A.
280 West Canton Avenue, Suite 410
Winter Park, Florida 32789

CFN 2004033473
Bk 02525 Pgs 0666 - 668; (3pgs)
DATE: 03/15/2004 03:44:10 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 13.00
TRUST FUND 2.00

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF HIGH GROVE**

THIS FIRST AMENDMENT is made this 16th day of March, 2004, by COLONY COMMUNITIES, a Florida general partnership (the "Developer").

WHEREAS, the Developer executed and recorded that certain Declaration of Covenants, Conditions and Restrictions of High Grove, in Official Records Book 2398, Page 502, Public Records of Lake County, Florida (the "Declaration"); and

WHEREAS, the Developer desires to amend the Declaration; and

WHEREAS, the Developer owns all of the property subjected to the provisions of the Declaration; and

WHEREAS, the Developer is permitted to make this Amendment to the Declaration under the provisions of Article VII, Section 4 of the Declaration.

NOW, THEREFORE, the Developer hereby amends the Declaration as follows:

1. Association. Article I, Section 1, of the Declaration is hereby deleted in its entirety and the following is hereby substituted therefor:

"Association" shall mean and refer to High Grove of Lake County Homeowners Association, Inc., a Florida not-for-profit corporation. A copy of the Articles of Incorporation of the Association are attached hereto as Exhibit "A" and made a part hereof, and such Articles of Incorporation are hereby substituted for the Articles of Incorporation recorded in Official Records Book 2421, Page 243, Public Records of Lake County, Florida.

2. Declaration. Article I, Section 9, of the Declaration is hereby deleted in its entirety and the following is hereby substituted therefor:

"Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of High Grove.

3. Maximum Annual Assessment. Article IV, Section 3, of the Declaration is hereby deleted in its entirety and the following is hereby substituted therefor:

Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be Two Thousand Five Hundred Eighty and 00/100 Dollars (\$2,580.00) per Lot.

4. Fences. Article VI, Section 7, of the Declaration is hereby deleted in its entirety and the following is hereby substituted therefor:

No fence or wall of any kind shall be erected upon any Lot.

5. Trash. The following sentences are hereby added at the end of Article VI, Section 13, of the Declaration:

Trash containers may be left outside for a maximum of eighteen (18) hours. The Association may remove any trash containers from any Lot, at the Owner's expense, if such trash containers are left outside beyond the maximum allowable time. Owners shall make arrangements to bring trash containers to the street the night before pickup and to remove the trash containers during the same day as the trash is picked up.

6. Additional Use Restrictions. The following Sections are hereby added at the end of Article VI of the Declaration:

24. Screen Enclosures. Opaque plastic privacy shields against and within any screen enclosure shall be permitted.

25. Exterior Paint Colors. The exterior paint color of all residences must be (Color Wheel Brand) "Coconut Milk" and the exterior door color of all residences must be (Color Wheel Brand) "Brazilian Oak." THERE SHALL BE NO EXCEPTIONS.

26. Roofs. Red tile roofs that exactly match the originally installed roof shall be the only approved roof type and color.

27. Guests. Owners shall be solely responsible for ensuring that their guests have the appropriate gate code, and any necessary keys to access the residence.

7. Enforcement. The following sentence is hereby added at the end of Article VII, Section 1, of the Declaration:

Any party bringing any action to enforce these covenants and restrictions (including but not limited to the Association) may recover damages, including but not limited to attorneys' fees and costs incurred before or during trial and on appeal, or other damages arising from such violation.

IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

Witnesses:

Printed Name Kendall Servis
Kendall Servis
 Printed Name: PAUL SUEBIE
Paul Suebie

COLONY COMMUNITIES,
 a Florida general partnership
 By: COLONY COMMUNITIES, INC., a
 Delaware corporation
 By: Robert Godwin
 Printed Name: Robert Godwin
 Title: President

STATE OF FLORIDA
 COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of March, 2004, by Robert Godwin, as President of COLONY COMMUNITIES, a Florida general partnership, on behalf of the partnership. He is ☒ personally known to me or ☐ has produced N/A as identification.

Holly Whye
 Notary Public (signature)

Holly Whye
 Typed/Printed name of Notary Public
 Commission No. DD069166

My Commission Expires: 3/6/05



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 of the original document.

CFN 2004079225
Bk 02592 Pgs 1232 - 1233; (2pgs)
DATE: 06/14/2004 03:10:12 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50

Prepared by and return to:
Dwight I. Cool, Esquire
Pohl & Short, P.A.
280 W. Canton Ave., Suite 410
Winter Park, Florida 32789
File No. 171-43

TAX ID# 55-0861690

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF HIGH GROVE**

This Supplemental Declaration of Covenants, Conditions and Restrictions, dated this 1st day of April, 2004, is executed by COLONY COMMUNITIES, a Florida general partnership, hereafter called "Developer".

WHEREAS, Developer executed that certain Declaration of Covenants, Conditions and Restrictions of High Grove which is dated August 22, 2003 and was filed in Official Records Book 2398, Page 502, of the Public Records of Lake County, Florida, as amended (the "Declaration"); and

WHEREAS, Developer is permitted to make this Supplemental Declaration under the provisions of Article VII, Section 4 of the Declaration; and

WHEREAS, Developer desires to subject to the terms and provisions of the Declaration the real property described as follows:

All of HIGH GROVE UNIT 2, according to the plat thereof as recorded in Plat Book 52, Pages 39 & 40, Public Records of Lake County, Florida (the "Annexed Property"); and

WHEREAS, Developer is the owner in fee simple of the Annexed Property and has the right, therefore, to subject the Annexed Property to the Declaration.

NOW, THEREFORE, Developer hereby declares that the Annexed Property is submitted, subjected, annexed, and added to the Declaration and to the property defined and described therein, and shall be transferred, held, sold, conveyed and developed subject to all of the easements, covenants, restrictions, conditions and other terms and provisions of the Declaration to the same extent as if the Annexed Property had originally been made subject to the Declaration. Henceforth, all references in the Declaration to the "Properties" shall be deemed for all purposes to include both the real property described in the Declaration (and any previous additions thereto) and the Annexed Property. All owners of the Annexed Property are subject to the same obligations and restrictions, and are entitled to the same rights and privileges (including without limitation membership in the

Association that enforces the Declaration) as are the owners of all other properties that are subject to the Declaration.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

COLONY COMMUNITIES,
a Florida general partnership

By: Colony Communities, Inc.,
a Delaware corporation,
General Partner

Melody L. Servis
Printed Name: Melody L. Servis

Amanda Temple
Printed Name: Amanda Temple

By: _____

Printed Name: Robert Godwin

Title: President

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 17 day of April, 2004, by Robert Godwin, as the President of Colony Communities, Inc., a Delaware corporation, General Partner of COLONY COMMUNITIES, a Florida general partnership, on behalf of the partnership, who ☒ is personally known to me, or ☐ produced N/A as identification.

Melissa Meloon
NOTARY PUBLIC Melissa Meloon

My Commission Expires: 1-1-05



CFN 2004048217
Bk 02546 Pgs 0717 - 718; (2pgs)
DATE: 04/13/2004 01:41:56 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 9.00
TRUST FUND 1.50
DEED DOC 0.78

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DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, did grant and convey to **FLORIDA POWER CORPORATION** doing business as **PROGRESS ENERGY FLORIDA, INC.**, a Florida corporation ("GRANTEE"), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to telecommunication providers or other customers by GRANTEE or others, said facilities being located in the following described "Easement Area" within GRANTOR'S premises in Lake County, to wit:

A 10 foot wide Easement Area defined as lying 5 feet on each side of GRANTEE's facilities to be installed at mutually agreeable locations over, across and through the following described property to accommodate present and future development

Tract M, HIGH GROVE UNIT 1, as recorded in Plat Book 50, Page 19, of the Public Records of Lake County, Florida.

Tax Parcel Number: 35-24-26-080000-E00000

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; further GRANTEE hereby agrees to restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal as a result of GRANTEE's safe and efficient installation, operation or maintenance of said facilities; (b) the reasonable right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the reasonable right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the reasonable right for GRANTEE to trim or remove any timber adjacent to, but outside the Easement Area which, in the reasonable opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and service and GRANTOR reserves the right to grant rights to others affecting said easement area provided that such rights do not create and unsafe condition or unreasonably conflict with the rights granted to GRANTEE herein.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by GRANTOR. In the event facilities are located outside of this legal description, GRANTOR shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities.

This document prepared by Marva Taylor
Return to: Progress Energy Florida, Inc.
3920 Bonnet Creek Road, Post Office Box 10,000
Lake Mary, Florida 32830

Return to:

3300 Exchange Place
Lake Mary, FL 32746

SEC. TWP. RGE. COUNTY GRANTOR
35 24 26 LAKE HIGH GROVE HOMEOWNERS ASSOCIATION INC.
PROJECT
1090135

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GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTEE agrees to indemnify and hold GRANTOR harmless for, from and against any and all losses, claims or damages incurred by GRANTOR arising directly from GRANTEE's negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of GRANTEE's facilities located on the above described easement.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has caused this easement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this 3 day of March, 2004.

ATTEST
Melissa Melton
Director
Melissa Melton
Printed or Type Name

GRANTOR:
High Grove Homeowners Association Inc.
Name of Corporation
Director
Printed or Type Name

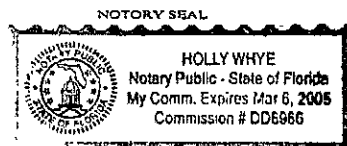
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:
Amanda Temple
Signature of First Witness
Amanda Temple
Print or Type Name of First Witness
Melody L. Servis
Signature of Second Witness
MELODY L. SERVIS
Print or Type Name of Second Witness

Grantor(s) mailing address:
1330 Palmetto Avenue
Winter Park, Florida 32789

State of Florida)
County of Dade) ss

The foregoing Easement was acknowledged before me this 3rd day of March, 2004, by Robert Gordwin and Melissa Melton, its President and its Director, respectively of High Grove Homeowners Association, Inc., a Florida (state) Corporation, on behalf of the Corporation who are personally known to me or who have produced N/A as identification and who did/did not take an oath.

CORPORATE SEAL



Name: Holly Whye
Notary Public
Serial Number:
My Commission Expires: 3/6/05

LOCATED IN SECTION 35, TOWNSHIP 24 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA.

Containing 15.284 acres more or less.

~ All lines are radial unless noted *ns* (NR) = Non-Radial.

— It is the responsibility of the Association to operate and maintain any stormwater management system not located within the rights-of-way of roads unless such responsibility is voluntarily assumed by Lake County and in such case, Lake County shall be entitled to utilize all tracts and improvements designated on this plan for stormwater purposes.

[illegible]

The address: $f_1 \setminus \{f_1(x_1), \dots, f_1(x_n)\}$ about $\{f_1(x_1), \dots, f_1(x_n)\}$

Page 1 of 2

[illegible]

