

2 - Banyan Construction

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JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 146.00

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
QUAIL VALLEY ESTATES SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions for **QUAIL VALLEY ESTATES SUBDIVISION** is made this 16TH day of June 2004, by Banyan Construction & Development, Inc. (hereinafter referred to as Declarant), as Owner under Warranty Deeds recorded in the Official Records Book 52, pages 16-17 Public Records of Lake County, Florida, with full power and authority to protect, conserve, sell, lease, encumber or otherwise dispose of the real property herein described.

WITNESSETH:

A. The Declarant is the Owner of all real Property known as Quail Valley Estates Subdivision as recorded in Plat Book 52 Pages 16-17 public Records of Lake County, Florida. Such real property is hereinafter referred to as "Property."

B. The Declarant desires to subject the Property to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property will 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 will run with, the Property: and will be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, successor-in title and assigns, and will inure to the benefit of each Owner thereof.

**ARTICLE I
Definitions**

1. 'Association' will mean and refer to the **QUAIL VALLEY LOT OWNERS ASSOCIATION, INC.** a Florida corporation, not for profit, its successors and assigns.

2. 'Property' will mean and refer to **Quail Valley Estates Subdivision** according to the plat thereof recorded in Plat Book 52, pages 16-17 public Records of Lake County, Florida.

3. 'Declarant' will mean and refer to Banyan Construction & Development, Inc. and Grassy Lake LTD., Owners of the Property as above described, and its successors-in-title and assigns, if such successors and assigns should acquire for the purposes of development or sale the undeveloped or unsold portions of the Property.

4. 'Owner' will mean and refer to the record Owner whether one or more person or entitles of any Lot which is part of the Property but excluding any party holding the fee simple title merely as security for the performance of an obligation.

5. 'Lot' will mean and refer to any lot shown on the plat of **Quail Valley Estates Subdivision** as recorded in Plat Book 52, pages 16-17, Public Records of Lake County.

ARTICLE II
Association Membership and Voting Rights

1. **Membership.** Every person who is the record Owner of a fee or undivided fee interest in any Lot that is subject to this Declaration will be a member of the Association. The foregoing is not intended to include persons who hold an interest merely as security of the performance of an obligation, and the giving of a security interest will not terminate the Owner's membership. Membership will be appurtenant to and may not be separated from ownership of any Lot. Ownership of a lot will be the sole qualification for membership. A member or the member's spouse may exercise the rights and privileges of membership, including the right to vote and to hold office.

2. **Voting.** The Association will have two classes of membership, Class "A" and Class "B," as follows:

(a) **Class "A"** Class "A" members will be all Owners with the exception of the Declarant during the existence of Class "B" membership. Class "A" members will be entitled to one vote for each lot owned.

When more than one person holds such interest in any Lot, the vote will be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the vote will be suspended in the event more than one person seeks to exercise it. All shares allocated to any parcel will be cast as a block of votes.

(b) **Class "B."** Class "B" members will be the Declarant. The Class "B" member will be entitled to exercise total voting control until the annual meeting following the event of seventy-five percent of the total number of lots in the subdivision being owned by individuals other than the declarant, his agents or associates or until January 1, 2007, whichever occurs first. Upon this event, Class "A" members may exercise voting rights. The Class "B" member will continue to control three of the five positions on the Board of Directors until the event of seven-tenths of the lots being owned by others, and two of the five positions until nine-tenths of the lots are owned by others, and then Class "B" membership will cease to exist. No lots owned by the declarant, his agents or associates would be subject to any assessment until the annual meeting following purchase by others.

ARTICLE III
Assessments

1. **Creation of Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a Deed therefore, whether or not it will be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments of charges, and (b) special assessments, such assessments to be established and collected as hereinafter provided, and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration. As such assessments together with interest, costs and reasonable attorney's fees will be a charge on the land

and will be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, will also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner will be liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot or Parcel, and his or her grantee will be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments will be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the assessments will be paid in annual installments.

2. **Annual Assessment.** Assessments will be equal for each lot subject to assessment, and sufficient to fund the annual budget, including reasonable reserves. The Board of Directors will prepare an annual budget for presentation, amendment if necessary, and adoption at the annual meeting, subject to being overridden by a two-thirds vote of the Association Members present or voting by proxy at such meeting. The annual assessment for each lot will be determined by the total adopted budget divided by the total number of Class "A" members (lots).

3. **Special provisions regarding assessments.** During the existence of Class "B" membership, this special provision will override Section 3 above. Annual assessments will be limited to the amount announced in the initial sales agreements, and increases in that amount will be limited each year to 10%, plus a factor equal to the increase (or decrease) in the consumer price index. Further, the declarant may contribute to the annual budget such amount that he deems reasonable and necessary to carry out the responsibilities of the Association in an orderly manner. This section does not override Section 5 and 6 of this article.

4. **Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, as special assessment, applicable to that year only, provided that any such assessment will have the voting assent of at least fifty (50%) percent of the Class "A" members who are voting in person or by proxy at the annual meeting or a special meeting duly called for this purpose. The Board of Directors may make such special assessments payable in installments over a period of not more than three (3) years.

5. **Specific Assessments.** In addition to other assessments, any lot owner shall be subject to specific assessments as penalties and damage resulting from violations of Association rules, or harm to Association properties or values by the owner of the subject lot, or his agents or assigns. Notice of such violation or damage will be sent in writing to the owner from the President, together with correction action required, time allowed for corrective action, and the amount of the proposed specific assessment. The owner (or agent) may correct the infraction and/or pay the specific assessment within the time indicated, or otherwise the matter will be brought to the Board of Directors in a regular or special meeting. The Board will determine the amount and terms of any specific assessment, and may further specify additional penalties for further or continuing violations. The Board may adopt more specific procedures within the Rules and Regulations to be promulgated.

6. **Lien for Assessments.** All sums against any Lot or Parcel pursuant to this article, together with interest as provided herein will be secured by a lien in favor of the Association. Such Lien will be superior to all other liens and encumbrances on such Lot except:

(a) Liens of ad valorem taxes; and

(b) A lien for all sums unpaid on a first Mortgage, any other Mortgage in favor of the holder of the first Mortgage, or on any Mortgage to Declarant, duly recorded in the public records of Lake County, Florida, and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any Lot after this Declaration, which liens or encumbrances will have been recorded in said records, will be deemed to consent that such liens or encumbrances will be inferior to future liens for assessments as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

7. **Effect of Nonpayment of Assessments:** Remedies of the Association. Any assessments which are not paid when due will be delinquent. Any assessment for a period of ten (10) days will incur a late charge in an amount as the Board may determine from time to time. The Association will cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment has not been paid within thirty (30) days a lien as herein provided for will attach and in addition the lien will include the late charge, interest on the principal amount due plus the late charge of the maximum rate allowable by law from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute a suit to collect such amounts or to foreclose its lien. Each Owner, by his or her acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvements of real Property. The lien provided for in this article will be in favor of the Association and will be for the benefit of all other Owners. The association, acting on behalf of the Owners, will have the power to bid on the residence at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his or her Lot.

ARTICLE IV

Purposes, Rights and Obligations of the Association

The Association is created to own and maintain the common elements of the subdivision, as these elements are turned over by the declarant to the Association, and to provide a means of preserving and enhancing the property values and quality of life within the subdivision.

1. **Rules and Regulations.** The Association, through its Board of Directors,

shall establish rules and regulations concerning the use of properties. Copies of such regulations and amendments thereto will be furnished by the Association to all Owners prior to their effective date. Such regulations will be binding upon the Owners, their families, tenants, guest, invites, and agents, until and unless such regulation, rule or requirements be specifically overruled, canceled or modified in a regular or special meeting by the two-thirds majority vote of Class "A" members. The Board will have the authority to impose fines and other sanctions, and monetary fines will be collected by lien and foreclosure as provided in Article III.

2. **Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association will determine to be necessary or desirable for the proper operation of the properties, whether such personnel are furnished or employed directly to the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the properties or the enforcement of this Declaration.

3. **Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE V

Use of Lots and Common Elements

This is primarily a residential development, with a community commercial site for convenience of residents and others, and with an open space and park network for the enjoyment and benefit of Association members and residents. The property shall be subject to the following covenants and restrictions, which shall be binding upon each and every owner and his or her residential unit.

1. All lots are to be used for single-family dwellings. No commercial activity is to be permitted on any lot, and no signs advertising commercial activities shall be displayed. Residences will be of sturdy conventional construction and will have a minimum living area of 1000 square feet and shall include a garage.

2. City of Minneola zoning regulations which apply to R-1 residential zones will apply to all lots. However, the Board of Directors or these deed restrictions may establish provisions which are more restrictive than city zoning; the more restrictive will apply.

3. The Association will maintain all water retention areas as required by law or governmental permits including but not limited to the operation and maintenance of all storm water management systems included in the St. John's River water management permit and recorded on the plats, and all lot storm water conveyance swales which will be indicated on the plat as to it's use in maintaining the surface storm water management systems.

4. Fences and hedges will not exceed six (6) feet in height, and will be kept in a neat, orderly and attractive condition. No fences will be constructed further forward than 15' from the rear corners of the residential structure.

5. Nuisances will not be allowed to be created or kept on any lot. Refuse piles, trash, scrap metal, unlicensed vehicles, or non-operative household appliances or vehicles, dilapidated boats or unsightly items will not be placed or maintained on any lot.

6. No mobile home will be placed or used as a dwelling on any lot. The Board of Directors shall appoint or act as a Board of Architectural Review to resolve any question of definition between mobile home, and modular or manufactured home.

7. No signs, billboards, outdoor or indoor advertising, displays or other signs of any kind shall be permitted on any lot after the initial sale by the developer or initial builder, except "For Sale" and "Garage/Yard Sale" signs of not more than 2' x 2' and limited to one per front yard.

8. No large tractor-trailers, semi-trailers, commercial vehicles with more than two axles, large trucks or off-road equipment shall be kept or parked in the subdivision except that which is being used for the construction of the subdivision and dwellings in the subdivision. No vehicles of any kind may be parked on any portion of the lot other than driveways for a period in excess of 24 hours.

9. No mobile home, modular home, or remanufactured home shall be erected on any lot. Travel trailers, recreational vehicles and boats may be garaged or kept to the side or rear of the house, but shall not be used for living purposes at any time while on the property. All must be screened from view from the street with approved fencing.

10. All or any satellite dishes or antennas shall be located at least 20 feet from the front corner of the house on the side or in the rear of the house or in a location approved by the Architectural Control Committee. All satellite dishes must conform to current Federal Communication Commission guidelines. All other radio or television antennae must be mounted in the attic of the residence and obscured from view. Exterior clotheslines are prohibited.

11. All outside pets will be kept in a fenced area or on a chain in the rear yard. All pets will be kept on a leash when being walked in the subdivision. No animal shall be permitted to remain if it disturbs the tranquility of the community or the Owner's or tenants.

12. Following completion of a dwelling unit, an outdoor storage shed may be constructed so as to match the exterior of the dwelling. The shed may be erected behind the furthestmost rear line of the dwelling and not closer than ten (10) feet to any property line. Any such shed must have a minimum 5/12 roof pitch and have shingles to match the house. No metal sheds shall be allowed. All sheds and outbuildings must conform to the City of Minneola building codes and land development regulations.

13. Following completion of a dwelling unit the addition of fencing or any alterations to the residence affecting the exterior color, or structure must be approved by the Architectural Review Committee.

14. Each owner shall keep and maintain the building improvements, landscaping, and surface water drainage structures located on his or her residential unit in good and presentable condition and repair consistent with the approved plans therefore, and shall otherwise keep such residential unit in neat and attractive condition at all times.

15. A set of Rules and Regulations will be issued and revised periodically by the Board of Directors, subject to being overridden in whole or part by a two-thirds vote of Association members. These Rules and Regulations will more specifically deal with nuisances, architectural guidelines, animal control, and noise abatement. The Board will establish clear penalties and procedures for enforcement of rules, and shall have power to levy specific assessments against any lot whose owners, agents, renters, occupants or users violate the rules and regulations.

ARTICLE VI Waste Water Treatment Facility

1. **Waste Water Treatment Facility.** As part of it's development plan for the Project, Declarant has agreed with the City of Minneola ("City") that it shall install at it's expense a waste water treatment facility for sewer treatment as shown on The Quail Valley Plat. The lift station for the facility has been designed and sized to accommodate the collection and transfer of all waste from Quail Valley Subdivision to the City's future waste treatment plant. Because it is the City's intent that the initial treatment facility be temporary, in the event the City decides to provide sewer service or constructs a sewer plant, upon written notice from the city, the Declarant, Association, and Owner's shall cooperate with the City to discontinue the use of the waste water treatment facility. The Declarant and/or Association or their successors and assigns shall upon request from the City, at that time transfer as requested by the City the lift station(s), tracts designated or used for lift station(s) for waste water treatment purposes and any equipment from the treatment facility to the City.
2. **Connection of Lots to City Sewer System.** All owners in the Subdivision shall be required to connect to the City sewer system when one becomes available. In anticipation of the adoption of sewer impact fees, the Declarant and the City have agreed that the lots shall be exempt from sewer or waste water impact fees subsequently adopted by the City in consideration of the payment of \$ 1,235.00 to the City by the Declarant or its successors and assigns each time a building permit is pulled. These funds shall be placed into a separate wastewater account established by the City. In the event they are not used for waste water treatment within ten years of the date of recordation of this agreement, the amount collected per lot shall be returned to the respective lot owners after deduction of the City's costs in making such refund payments. Any income accrued on the fund shall be retained by the City and

transferred to its general utility fund. The anticipated transfer of the lift station(s), tracts for those stations and any equipment referenced from the facility above is in further consideration of the exemption of further sewer or waste water impact fees.

3. **Association Responsibility for Waste Water Treatment Facility.** The association for the subdivision shall be responsible for the maintenance and operation of the wastewater treatment facility. The Association shall be responsible for establishing and collecting monthly fees for furnishing wastewater treatment to all lots. Said fees are to be billed monthly. Should any lot owner fail to pay the Association as specified, the Association remedies are limited to those set out in Article III, Paragraph 7 of this document.

ARTICLE VII General Provisions

1. **Enforcement.** Each Owner will comply strictly with the By-Laws and the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the Covenants, Conditions and Restrictions set forth in this Declaration of in the deed to his or her Lot. The Board of Directors may impose fines, specific assessments, or other sanctions, collection of which shall be as provided. The Declarant, Association, or any owner shall have the right to enforce, by proceedings at law or in equity, these covenants and restrictions, seeking injunctive relief or damages, or both. 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 prevailing party in any such action shall be entitled to recover such costs and attorney's fees, including costs and fees upon appeal, as are reasonably incurred in such action. There shall be no liability for the failure to enforce the terms of this Declaration.

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

3. **Term.** The term of these Covenants, Conditions and Restrictions will be thirty years from the date of recording the same in the Public records of Lake County, Florida. The same will be continued in perpetuity unless overridden by a vote of seventy-five (75%) percent of the Class "A" votes. In such event of vote to override, this action must subsequently be properly recorded in the Public Records of Lake County, Florida.

4. **Amendment.** The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Class "A" votes. Any amendment must be properly recorded in the Public Records of Lake County, Florida. Annexation of additional properties and amendment of this Declaration of Covenants, Conditions and restriction, requires HUD/VA prior approval as long as there is a Class B membership. HUD/VA has the right to veto amendments while there is a Class B membership.

5. **Indemnification.** The Association will indemnify every officer and director against any and all expenses, including counsel fees reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors will not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misfeasance, malfeasance, and misconduct or bad faith. The officers and directors will have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association will indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, any former officer or director, may be entitled. The Association will as a common expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

6. **Purpose and Powers of the Association.** The Association will operate, maintain and manage the surface water or storm water management system(s) in a manner consistent with the St. Johns River Management District permit requirements and applicable District rules, and will assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or storm water management system.

The Association will levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or storm water management system.

7. **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 storm water management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, FAC., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

8. **Definitions.** 'Surface Water or Storm water Management Systems' 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.

9. **Duties of Association.** The Association shall be responsible for the maintenance, operation and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management system(s) means the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or storm water management system must be as permitted, or if modified, as

approved in writing by the St. Johns River Water Management District.

10. **Covenants for Maintenance Assessments for Association.** Assessments will also be used for the maintenance and repair of the surface water or storm water management systems including but not limited to work within retention areas, drainage structures and drainage easements.

11. **Easement of Access and Drainage.** The Association shall have a perpetual non-exclusive easement over all areas of the surface water or storm water management system for access to operate, maintain or repair the system. By this easement, the Association will have the right to enter upon any portion of any lot which is a part of the surface water or storm water management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or storm water management system as required by the St. Johns River Water Management District permit. Additionally, the Association will have a perpetual non-exclusive easement for drainage over the entire surface water or storm water management system. No person may alter the drainage flow of the surface water or storm water management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

12. **Amendment.** Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or storm water management system, beyond maintenance in its original condition, including water management portions of the common areas, must have the prior written approval of the St. Johns River Water Management District.

13. **Enforcement by St. Johns River Water Management.** The St. Johns River Water Management District has the right to enforce, by a proceeding law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or storm water management system.

14. **Swale Maintenance.** (If applicable) The declarant has constructed a drainage swale upon those lots denoted on the plat 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 or builders will be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair will mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other storm water 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 of the Drainage Swales, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

15. **Notices.** Any notice required to be sent to any Member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Vegetative Natural Buffer. There shall be set aside a permanent vegetative natural buffer (the "Buffer"), 40 feet wide, over that portion of the property shown on the plats. The Buffer extends across Lots 378 through 387. The Buffer is part of the surface water management system authorized by the St. Johns River Water Management District Permit #4-069-59609-2 (the "Permit") with the purpose of detaining and treating stormwater prior to drainage off-site. Except for activities specifically authorized by the Permit, all clearing, filling, disturbing of native soils, disturbing of native vegetation, planting of vegetation, sodding, irrigating, and constructing of fences are prohibited within the Buffer. Any activities inconsistent with the foregoing restrictions are not permissible. The Association shall install signs, mounted on concrete pillars or pressure-treated wood posts, at the boundary of the Buffer and each Lot stating the following: "Vegetated Natural Buffer Area. No dumping, land clearing, or other disturbance to native soils or vegetation permitted beyond this point. Call the St. Johns River Water Management District for further information regarding this habitat." The Association shall maintain the Buffer and the signs in a manner consistent with St. Johns River Water Management District requirements.

The Association shall give the following notice to each lake front property owner and, upon transfer of property ownership, to the new owner. (See Exhibit C)

No alteration of Buffer shall be authorized without prior written authorization from the St. Johns River Water Management District. Any damage to any Buffer, whether caused by natural or human-induced phenomena, shall be repaired and the Buffer returned to its former condition as soon as possible by the Owner(s) of the Lots(s) upon which the Buffer is located

ARTICLE VIII Conservation Easements

Section 1- Conservation Easement Areas

Pursuant to the provisions of Section 704.06, Florida Statutes, Developer has granted to the St. Johns River Water Management District (the "District") a conservation easement in perpetuity over the property described in the Conservation Easement recorded on the 6th day of May, 2004 in Official Records Book 52, Pages 16-17, Public Records of Lake County, Florida. The Conservation Easement is attached hereto as Exhibit B. Developer granted the Conservation Easement as a condition of permit # 4-069-59690-2 Issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

1.1 Purpose. The purpose of the Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement that will impair or interfere with environmental value of these areas.

1.2 Prohibited Uses. Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of the Conservation Easement is prohibited. The Conservation Easement expressly prohibits the following activities and uses.

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- (c) Removing, destroying or trimming trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominately in its natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

1.3 Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including

1. The right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Drainage Easement. Such reserved rights include but are not limited to the right to construct docks and/or piers that meet the following specific design standards and criteria:
 - (a) The main access dock and/or pier shall be limited to a maximum width of four (4) feet;
 - (b) Terminal platform size shall be no more than 160 square feet;
 - (c) The material used to construct the walkway surface shall be no more than eight (8) inches wide and spaced no less than one-half inch apart.
 - (d) Those portions of the dock and/or pier that are located waterward of ordinary high water shall be a minimum of five (5) feet above ordinary high water;
 - (e) Those portions of the dock and/or pier that are located over wetlands and that are located landward of ordinary high water shall be a minimum of four (4) feet above natural ground elevation;

- (f) The dock and/or pier will extend out from the shoreline no further than is required to achieve a depth of minus four (-4) feet during ordinary high water;
- (g) Installation of the dock and/or pier shall not require the removal or destruction of trees, shrubs, or other vegetation except that required to install the support pilings;
- (h) Dredging to obtain navigable water depths is not required; and
- (i) Reasonable alterations to these criteria may be authorized to accommodate persons with disabilities.

1.4 Responsibilities. The Developer, its successors and assigns, are responsible for the periodic removal of trash and other debris that may accumulate in the Conservation Easement Areas.

1.5 Rights of District. To accomplish the purposes stated in the Conservation Easement, the Developer conveyed the following rights to the District:

- (a) To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Developer or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.
- (b) To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement.

1.6 Amendment The provisions of the Conservation Easement may not be amended without the prior written approval of the District.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 16th day of June, 2004.

Signed, Sealed and Delivered
In our presence:

GRANTOR:

Banyan Construction & Dev., Inc., A Florida Corporation

By:

L.Poe

[Signature]

Frank M. Gammon, Sr. VP/Gen. Mgr.
Banyan Construction & Development, Inc.

Laura Poe

FRANK GAMMON
Printed Name

Susan L. Northcutt

Susan L. Northcutt

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 16th day of June, 2004 by Frank M. Gammon who is personally known to me.

My commission expires:

Susan L. Northcutt

Notary Public signature

Susan L. Northcutt

Printed signature



Susan L. Northcutt
My Commission DD202363
Expires April 02, 2008

Exhibit "A"

Legal Description, Quail Valley Estates

PARCEL ONE:

THE SOUTH 10 ACRES OUT OF THE SE $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, SUBJECT TO 20 FEET FOR ROADWAY OFF OF THE SOUTH AND EAST SIDES. CONTAINING IN ALL 10 ACRES, MORE OR LESS, SUBJECT TO GOVERNMENT SURVEY.

PARCEL THREE:

THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$, SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TH ENORTH 330 FEET OF THE SOUTH 660 FEET OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 22, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS THE WEST 410 THEREOF.

AND

THE SOUTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS THE WEST 410 FEET THEREOF.

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY THE PROJECT SURVEYOR.

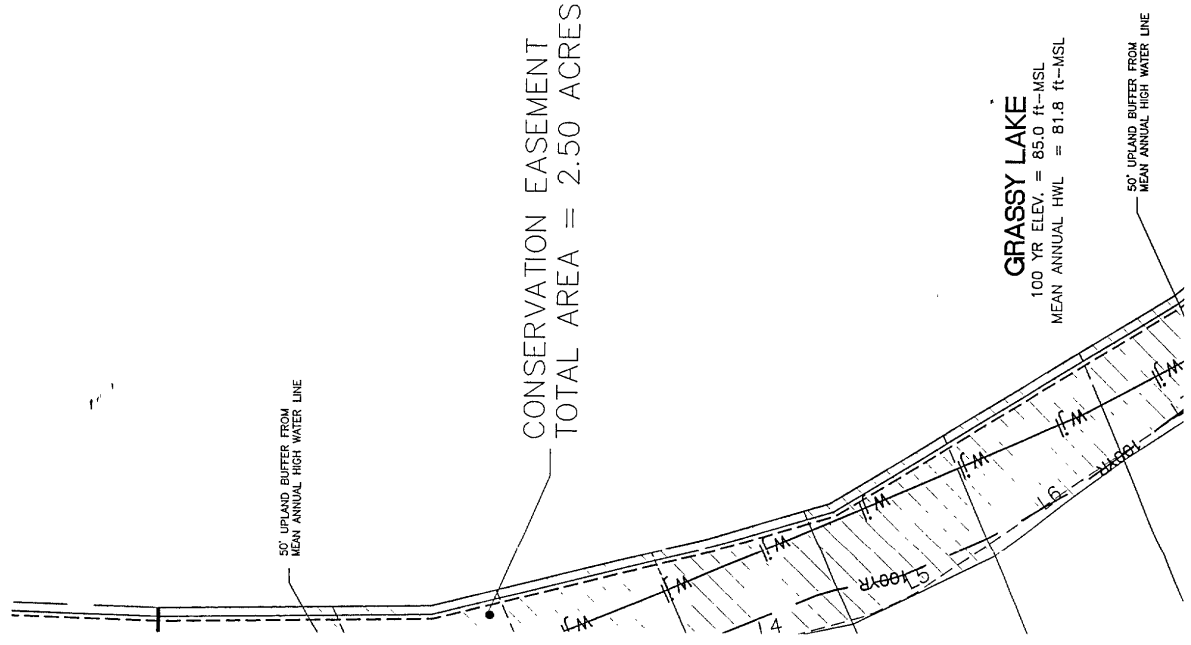
Exhibit "B"

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

CONSERVATION EASEMENT LEGAL DESCRIPTION

COMMENCE AT THE SOUTHEAST PROPERTY CORNER ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 7, TOWNSHIP 22S, RANGE 26E, THENCE RUN S 89°51'10" E A DISTANCE OF 23.74 FEET TO THE POINT OF BEGINNING; THENCE RUN N 41°52'41" W A DISTANCE OF 91.13 FEET; THENCE RUN N 11°08'33" W A DISTANCE OF 77.70 FEET; THENCE RUN N 23°11'35" W A DISTANCE OF 88.00 FEET; THENCE RUN N 40°01'41" W A DISTANCE OF 91.94 FEET; THENCE RUN N 10°18'33" W A DISTANCE OF 90.27 FEET; THENCE RUN N 33°36'43" W A DISTANCE OF 89.48 FEET, THENCE RUN N 37°06'21" W A DISTANCE OF 90.66 FEET; THENCE RUN N 26°51'00" W A DISTANCE OF 88.18 FEET, THENCE RUN N 12°46'50" W A DISTANCE OF 89.47 FEET; THENCE RUN N 15°00'58" W A DISTANCE OF 88.90 FEET, THENCE RUN N 16°22'04" W A DISTANCE OF 88.63 FEET, THENCE RUN N 01°02'37" E A DISTANCE OF 129.77 FEET; THENCE RUN N 89°47'48" E A DISTANCE OF 70.31 FEET TO THE SHORELINE OF GRASSY LAKE THENCE RUN ALONG THE SHORELINE OF GRASSY LAKE TO THE SOUTH PROPERTY LINE THENCE RUN S 89°54'58" W A DISTANCE OF 212.02 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 2.50 ACRES MORE OR LESS

LINE TABLE		
LINE	LENGTH	BEARING
L1	129.77	S01°02'37"W
L2	88.63	S16°22'04"E
L3	88.90	S15°00'58"E
L4	89.47	S12°46'50"E
L5	88.18	S26°51'00"E
L6	90.66	S37°06'21"E
L7	89.48	S33°36'43"E
L8	90.27	S10°18'33"E
L9	91.94	S40°01'41"E
L10	88.00	S23°11'35"E
L11	77.70	S11°08'33"E
L12	91.13	S41°52'41"E
L13	212.02	N89°54'58"E



**Banyan Construction & Development, Inc.
Quail Valley Estates Subdivision**

NOTICE TO OWNER

RE: Lot # _____ Quail Valley Estates

Purchaser: _____

This document and your signature where indicated will serve as notification and your acknowledgement of your understanding that there shall be set aside a permanent vegetative buffer (the "Buffer"), 40 feet wide, over that portion of the property shown on the plat(s). The Buffer extends across Lots 378 through 387. The Buffer is part of the surface water management system authorized by the St. Johns River Water Management District Permit # 4-069-59609-2 (the "Permit") with the purpose of detaining and treating stormwater prior to drainage off-site.

No alteration of Buffer shall be authorized without prior written authorization from the St. Johns Water Management District. Any damage to any Buffer, whether caused by natural or human-induced phenomena, shall be repaired and the Buffer returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Buffer is located.

Acknowledged this _____ day of _____, 20 ____.

Purchaser: _____

Purchaser: _____