

CROOKED LAKE

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RESERVE

DECLARATION OF
COVENANTS & RESTRICTIONS

2005

R- A C SECURITY INC
32418 WEKIVA PINES BLVD
SORRENTO, 32776

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CROOKED LAKE RESERVE

THIS DECLARATION made this 6th day of JUNE, 2005, by
A.C.SECURITY INTERNATIONAL TRADING GROUP INCORPORATED, a Florida
Incorporated Company, (the "Developer").

R E C I T A L S:

A. The purpose of this Declaration is to subject Lots 01 through 25 of CROOKED LAKE RESERVE (the "Subdivision") to the covenants and restrictions contained in this document. This document is sometimes referred to as the "Covenants." The plat of CROOKED LAKE RESERVE is recorded in Plat Book 00055, Pages 0049-50, Public Records of Lake County, Florida (the "Plat"), which property is hereby made subject to the Covenants.

B. Developer declares that Lots 01 through 25 within CROOKED LAKE RESERVE shall be conveyed and occupied subject to all matters set forth in this document. These Covenants shall run with the land and shall be binding upon the Developer and all parties acquiring any interest in CROOKED LAKE RESERVE after the recording of these Covenants in the public records.

C. The Developer has incorporated under the laws of the State of Florida, as a Corporation, not for profit CROOKED LAKE RESERVE HOMEOWNERS ASSOCIATION, INC., the purpose of which shall be to exercise the functions of aforesaid.

ARTICLE I
Mutual Benefits and Obligations

The Covenants contained in this document are for the purpose of protecting the value and desirability of CROOKED LAKE RESERVE and made for the mutual benefit of each and every owner of a lot in the subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each lot, its owner and the Association. Each owner, his or her family, friends, guests and invites shall comply with the provisions of these Covenants while present within this subdivision.

ARTICLE II
Definitions

Section 2.1: Architectural Review Committee. The Committee of CROOKED LAKE RESERVE Homeowners Association, Inc. charged with the duties set forth in Article VII of these Covenants.

Section 2.2: Assessments. Annual and Special Assessments by

the Association against Lots in the Subdivision made in accordance with the terms of these Covenants.

Section 2.3: Association. CROOKED LAKE RESERVE Homeowners Association, Inc., a Florida not-for-profit corporation.

Section 2.4: Board of Directors. The Board of Directors of CROOKED LAKE RESERVE Homeowners Association, Inc., a Florida not-for-profit corporation.

Section 2.5: CROOKED LAKE RESERVE. This term shall mean all the property known as CROOKED LAKE RESERVE as depicted on the recorded Plat.

Section 2.6: Class A Member. A member of the Association other than the Developer.

Section 2.7: Class B Member. A member of the Association which is the Developer.

Section 2.8: Common Property. The Association shall own, manage and maintain all Common Property for the use and benefit of all owners. The Common Property is also referred to as the Common Areas. The Common Property/Common Areas includes all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, including, regardless of whether title has been conveyed to the Association including real property the use of which is dedicated to the Association or its members by a recorded plat or Real property committed by the declaration of covenants to be leased or conveyed to the association. The Common Property includes:

- (a) A private right-of-way and sidewalks appurtenant thereto and is not dedicated to the public.
- (b) Landscaping including irrigation, signage, lighting and fencing.
- (c) Storm water management and retention.

Section 2.9: Developer. A.C. SECURITY INTERNATIONAL TRADING GROUP INC., a Florida Incorporation, its successors or assigns.

Section 2.10: District. This term shall mean the St. Johns River Water Management District, its successors or assigns.

Section 2.11: Lot. Each of Lots 01 through 25 in the subdivision, regardless of whether a dwelling has been constructed on such Lot.

Section 2.12: Owner. Each person who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Section 697-01, Florida Statutes.

Section 2.13: Surface Water or Storm Water Management System.

This 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, Florida Administrative Code.

ARTICLE III Subdivision Assessments

Section 3.1: General Purpose. The Association is organized for the purpose of providing common services to Lot Owners, owning and maintaining the Common Property which shall include all private roadways depicted on the Plat, the Surface Water or Storm Water Management System, entrance way, signage, pump and irrigation, landscaping, fencing and lighting situate on Common Property and providing for enforcement of the Covenants and otherwise engaging in activities which provide for the mutual benefit of the Owners and for all other activities reasonably related thereto.

All Owners are members of the Association. Provisions relating to the Association are contained in the Articles of Incorporation and By-Laws of the Association. The Association shall have the right to increase or reduce the services it provides by affirmative vote of the members in accordance with the By-Laws of the Association **or as deemed necessary by Developer prior to turnover.**

In order to pay for these services, the Association will charge Assessments against the Lots and their Owners. Each Owner is personally obligated for Assessments which came due during the time such Owner owned the Lot, **provided however, that the Developer shall not be responsible for any assessments on units owned by the Developer.**

Assessments shall 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.

Section 3.2: Creation of Lien for Assessments. All Lots owned by Owners **other than Developer** are subject to a continuing lien to secure unpaid Assessments due to the Association in accordance with the provisions of these Covenants. This continuing lien will also secure interest on unpaid Assessments and the cost of collecting unpaid Assessments including reasonable attorney's fees. The Association shall have the right to a lien on each Lot for unpaid Assessments commencing upon the initial conveyance of the Lot to an Owner **other than the Developer.** The lien will be effective from and after recording a Claim of Lien in the Public Records of Lake, County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Association have been fully paid. All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph.

Section 3.3: Assessments. All Lots owned by the Developer shall be exempt from Assessments. The Association shall fix the amount of the assessment. The assessments shall be payable in four (4) quarterly installments on January 1st, April 1st, July 1st, and October 1st of each year. The Board shall notify the Owners of each Lot of the amount and the date on which the assessments are payable and the place of payment. All assessments shall be uniform.

Section 3.4: Date of Commencement of Assessments. The assessment for each Lot shall begin upon conveyance of the Lot to a Class A Member. The first quarterly assessment for each Lot shall be payable at the Lot Closing and be applied to payment of the first quarter assessment which shall become due hereunder.

Section 3.5: Special Assessments. The Association may levy a special assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Association without concurrence of the Owners. A major repair is a repair made to an existing capital improvement, the cost of which exceeds seventy-five percent (75%) of the reserve fund that may be established as a part of the annual assessment. Replacement of a capital improvement means any replacement of an existing capital improvement. The Association may levy or collect a special assessment to acquire a new capital improvement if the special assessment is approved by a vote of fifteen (15) of the of the Lot Owners.

Any amounts owed by any Owner to the Association as the result of the Association's abating or curing violations of these Covenants or maintaining or repairing Lots or residences shall, be due and payable within fifteen (15) days from the date of receipt by the Owner of a statement for such amounts from the Association. If any said sums are not paid when due, the Association may enforce collection as herein provided.

Section 3.6: Effect of Non-Payment of Assessments. Remedies of the Association: Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25.00) and interest from the due date at the rate of eighteen percent (18%) per annum until paid. The Association may bring an action against the Owner of the Lot for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. The Association may waive payment of late fees and interest on an Assessment but may not waive payment of the Assessment. No Member may waive or otherwise escape liability for Assessments by non-use of Common Property or by abandonment of the Lot owned by such Owner. The Association shall be entitled to reasonable attorneys fees and costs for the enforcement of the rights herein.

Section 3.7: Subordination of Lien to Mortgages. The lien of any assessment authorized by these Covenants shall be subordinate to the lien of any first mortgage on the Lot. The sale or transfer of any lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for assessments which fell due prior, to the date of such sale, transfer or foreclosure but not for assessments which fall due after such date. The failure to pay any assessment hereunder shall not constitute a default under any mortgage insured by an agency of the United States of America.

Section 3.8: Damage by Owners. The Owner of a Lot shall be responsible for any expense incurred by the Association to repair or replace Common Property which is necessary by reason of carelessness, neglect or willful action or by that of the Owner's family, guests, agents, or invitees. Any such expense shall be a part of the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as other Assessments provided for in these Covenants.

ARTICLE IV Owner's Rights

Section 4-1: Right to Use Common Property. Each Owner and members of such Owner's family residing with the Owner, or the tenant of a non-residential Owner, has the non-exclusive right to use Common Property for the purpose for which it is intended subject, however, to the easements herein granted and those appearing on the Plat. This right shall pass with title to the Lot owned by the Owner.

Section 4.2: Utilities. Each Owner may use the utilities constructed in the roads or other easements as shown on the Plat and as the same may be relocated from time to time, subject however to regulations and ordinances of City of Eustis, Florida.

ARTICLE V Rights and Duties of the Homeowners Association

Section 5.1: Enforcement Rights. The Association, its agents or employees, shall have the right, but not the obligation, to enter upon any Lot to cure any violation of these Covenants and restrictions, including without limitation, the right to remove any structure which is in violation of these Covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the Owner of the Lot on which the violation has occurred or exists which expense shall be payable by such Owner to the Association on demand. Entry to remove and cure any violation of these Covenants and restrictions shall not be a trespass and the Association shall not be liable for any damages on account of the entry.

The rights of the Association described in this Article shall not be construed as a limitation of the rights of the Developer or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time.

Section 5.2: Common Property Rights. The Association shall have the right:

- (a) to adopt reasonable rules and regulations pertaining to the use of the Common Property, the preservation of such property, and the safety and convenience of the other users of the Common Property;
- (b) to convey or encumber any Common Property if authorized by seventeen (17) of the Class A Members and the Class B Member. No dedication or transfer will be effective unless an instrument agreeing to the dedication or transfer, executed by seventeen (17) of the Class A Members and the Class B Member (until Class B membership terminates), is recorded.
- (c) to assess fines for violation of these Covenants which shall be added to the next installment of the annual Assessment to which the lot is subject and enforceable as provided in Article III of these Covenants.

Section 5.3: (a) Duty to Maintain Common Property. The Association shall have the duty to maintain all Common Property. The duty to maintain shall include the maintenance of all private roadways depicted on the Plat and appurtenant sidewalks; maintenance of the walls at the entrance and fencing surrounding the subdivision, mechanical gates, maintenance of all lighting, well and pump, irrigation system, painted surfaces and all vegetation and supplemental plantings located upon the Common Property. The Association is fully authorized to otherwise keep the Common Property in a safe and attractive condition and to maintain reasonable standards of safety and appearance through the subdivision.

Section 5.3: (b) Duty to Maintain and Operate the Well, Common Area and Irrigation System. The Association has a duty to maintain and keep in good working order, the irrigation well, common area and irrigation zones as installed. There are 12 zones installed as follows:

| | | |
|------------------------|-------------------|----------------------|
| 1. 25 Hunter Rotors | Run time 30 mins. | 75 Gallons per min |
| 2. 25 Hunter Rotors | Run time 30 mins. | 75 Gallons per min |
| 3. 26 Hunter Rotors | Run time 30 mins. | 78 Gallons per min |
| 4. 24 Hunter Rotors | Run time 30 mins. | 72 Gallons per min |
| 5. 25 Hunter Rotors | Run time 30 mins. | 75 Gallons per min |
| 6. 25 hunter Rotors | Run time 30 mins. | 75 Gallons per min |
| 7. 45 Rainbird Popups | Run time 15 mins. | 67.5 Gallons per min |
| 8. 46 Rainbird Popups | Run time 15 mins. | 69 Gallons per min |
| 9. 42 Rainbird Popups | Run time 15 mins. | 63 Gallons per min |
| 10. 48 Rainbird Popups | Run time 15 mins. | 72 Gallons per min |
| 11. 45 Rainbird Popups | Run time 15 mins. | 67.5 Gallons per min |
| 12. 46 Rainbird Popups | Run time 15 mins. | 69 Gallons per min |

Total estimated gallons of water per cycle: 19,620 Gallons/cycle
 Run cycle, 2 per wk @ 19,620 gals.per cycle: 39,240 Gallons/week
 Yearly estimated usage: 2,040,480 Gallons

The irrigation system shall be run on the permitted days and times only as determined by City of Eustis, S.J.R.W.M.D. and/or any other legal entity with the power to control use of water.

Should reclaimed water ever become available in Grove Street from the City of Eustis, the Association, may at its discretion, connect to this source and discontinue using the well for irrigation purposes.

Should the well run dry and reclaimed water is available in Grove Street, use will be made of this new source for irrigation.

Section 5.4: Water Management Easements

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.42-069-94482-1 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.

Section 5.5: Duty to Maintain Surface Water or Stormwater Management System. The Association shall have the duty to maintain, operate and repair the surface water or stormwater management systems. Assessments imposed by the Association shall be used, inter alia, for the maintenance and repair of the Surface Water or Stormwater Management System including but not limited to work within retention areas, drainage structures and drainage easements and to levy and collect adequate assessments from the members for said maintenance and repair. Maintenance of the Surface Water or Storm water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other storm water capabilities as permitted by the District and the City of Eustis. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Storm water Management System shall be as permitted, or if modified as approved by the District and the City of Eustis. The District and the City of Eustis 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 Storm water Management System.

Easement For 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 shall 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 Water Management District permit and the City of Eustis. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or storm water management system. No person shall 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 and the City of Eustis.

Amendment: Any amendment to the Covenant and Restrictions which alter any provision relating to the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the District and the City of Eustis.

Enforcement: The District and the City of Eustis shall have the right to enforce, by a proceeding at 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.

Section 5.6: Duty to Maintain and Operate Retention Areas. The Developer has constructed retention areas upon the Property for the purpose of managing and containing the flow of excess surface water. The Homeowner's Association shall be responsible for the maintenance, operation and repair of any stormwater management systems on any common land. Each Owner shall be responsible for the maintenance, operation, and repair of that portion of the stormwater management system on the Owner's property. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the retention areas to provide drainage, water storage, conveyance or other storm water management capabilities as permitted by the District and the City of Eustis. Filling, excavating, or otherwise obstructing the surface water flow in the retention areas is prohibited. No alteration shall be authorized and any damage to any retention area, whether caused by natural or human-induced phenomena, shall be repaired and the retention area shall be returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage retention is located. The Owner of a Lot shall be responsible for any expense incurred by the Association as a result of the Association's abating or curing any violations by an Owner of these provisions.

Section 5.7: Membership.

- (a) 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.
- (b) 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 Lot 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 shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Unit it owns. The Class B Membership shall cease

and be converted to Class A Membership upon the sale of the last lot in the subdivision owned by the Developer or as may otherwise be provided by Florida law.

The Developer shall be entitled to elect at least one (1) member of the Board of Directors of the Association for so long as the Developer holds for sale in the ordinary course of business at least one (1) Lot in the subdivision. Further, after the Developer relinquishes control of the Association, the Developer may exercise any retained rights herein reserved to the Developer and may exercise the right to vote any Developer-owned voting interest in the same manner as any other Owner except for the purpose of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

Section 5.8: Attorneys Fees. The Association shall be entitled to recover reasonable attorneys fees and costs for the enforcement of any of its rights herein.

Section 5.9: Surface Water Management System.

(a) Special Obligations as to Surface Water Management System.

The Association shall, with respect to the Surface Water Management System, comply with the requirements of the City and the following:

(b) Maintain Reserves. Establish and maintain a reserve fund or fund or funds, funded from Assessments as provided in Article IV, Section 4.1 of the By-Laws of Crooked Lake Reserve HOA. For the periodic major maintenance and repair of the Surface Water Management System with a minimum level of reserves in an amount or amounts approved by the City to be maintained in perpetuity and replenished from time to time as necessary. The reserve amount for repair of the Surface Water Management System shall be no less than Two Thousand Dollars (\$2,000.00). A lower reserve amount requires the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of each class of Members present at a meeting duly called for that purpose.

(c) Inspection. Commencing not less than three (3) years following the issuance of the certificate(s) of completion for the Surface Water management System, cause a registered civil engineer, using good engineering practices, to conduct an annual inspection of the Surface Water Management System in order to determine the level of maintenance and identify any needed repairs to the same and issue a written report with respect thereto (the "Annual Engineer's Report") and cause a copy of such Annual Engineer's Report to be submitted to the City (through its Public Services Department) within fifteen (15) days following its receipt of the same.

(d) Repairs. Within sixty (60) days following its receipt of the Annual Engineer's Report, cause and undertake to complete such repairs or remedial work to the Surface Water management System, if any, as are recommended in the Annual Engineer's Report.

(e) Indemnification of City. Jointly and severally with Declarant,

indemnify and save and hold the City harmless from and against any loss, damage, cost or expense, including reasonable attorneys' fees at trial and in any appellate or bankruptcy proceeding, arising directly or indirectly from or out of (a) the maintenance, repair and/or reconstruction of the Surface Water Management System, or (b) tort liability related to or stemming from the Surface Water management System; provided, however, that Declarant's duty and obligation of indemnification in such respects shall continue to exist only for so long as Declarant is in control of the Association.

(f) Default. Upon any default on the part of the Association in its compliance with any of the requirements, as the same may be amended, restated or replaced from time to time, the City, at its option, and after due notice to the Association of its declaration of a default and the expiration of the time stated in such notice to cure such default, may assume responsibility for the maintenance of the Surface Water Management System using those funds of the Association reserved or otherwise dedicated to the maintenance and repair of the same, or, if none, or an insufficient amount, shall then exist, establish a special assessment for and in the amount necessary to accomplish the task.

(g) Sales Contracts. All sales contracts, including contracts for resales shall disclose the requirements set forth by the City of Eustis, if any, as the same may be amended, restated or replaced from time to time, in respect of conditions of approval for gated communities.

(h) Transfer of Property Rights to the City. The Association shall not transfer any property rights, including any rights to Surface Water Management System, to the City or other governmental entity without the consent of one hundred percent (100%) of the Owners.

(i) Effect on Taxes. Each Owner, by acceptance of a deed to his Lot, is deemed to covenant and agree that Owners receive no discount in property or other taxes because of the drainage system.

ARTICLE VI Rights Reserved by Developer

Section 6.1: Eminent Domain. If all or part of any easement granted by Developer over property of the Developer is taken for eminent domain, no claim shall be made by the Association or any Owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide Owners with access to their Lots and with utility service.

Section 6.2: Easements for Utilities. The Developer and the City of Eustis reserves a perpetual easement on, over and under the easements and Common Property shown on the Plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, irrigation lines and other conveniences or utilities. To the extent permitted by law, the Developer may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the subdivision. The Owners of Lots subject to the easements reserved in this

paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the subdivision which are subject to said easements. All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer and the City of Eustis.

Section 6.3: Maintenance Easement. The Developer and the Association after it is turned over to the members, reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Property.

Section 6.4: Developer Rights Regarding Temporary Structures, Etc. Developer and the City of Eustis reserves the right to authorize and approve the construction and maintenance of temporary dwellings, model houses, and/or other structures upon Lots as approved by the Developer and to erect and maintain or to permit commercial and display signs as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of improvements on the Lots. Nothing contained in these Covenants shall be construed to restrict the foregoing rights of the Developer. Nothing in this paragraph allows any use or structure not in conformance with the City of Eustis Land Development Regulations.

Section 6.5: Further Restrictions. Developer or the City of Eustis reserves the right to impose further restrictions and to grant or dedicate additional easements and right-of-ways on any Lot in the subdivision owned by Developer and on the Common Property. The easements granted by Developer or the City of Eustis shall not materially or adversely affect any improvements or unreasonably interfere with use of the subdivision Common Property.

Section 6.6: Release of Restrictions, Easements. If a residence is erected, or the construction of the residence is substantially advanced, in a manner that violates the restrictions contained in these Covenants or in a manner that encroaches on any Lot line, Common Property, or easement area, Developer shall have the right to release the Lot from the restriction it violated. Developer shall also have the right to grant an easement to permit encroachment by the Residence over the Lot line, or on the Common Property, or the easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or easement will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and appearance of the subdivision except that Developer shall not release any lot from any restriction related to the storm water management system or conservation easement or permit encroachment into any drainage easement or conservation easement. This subpart does not effect any right, claim, restriction, ordinance, law or regulation imposed by any United States or State of Florida governmental body or any of their subdivisions.

ARTICLE VII Use Restrictions and Architectural Control

Section 7.1: Construction Restrictions. Construction restrictions for CROOKED LAKE RESERVE Lots are imposed as follows:

- (a) All residential building contractors and sub-contractors must have proper licensing and insurance and must be approved by the developer until the last lot is developed in the development.
- (b) Construction must begin on a home within 12 months of the initial purchase of a lot from the developer, even if the lot is resold. If construction is not begun within said 12 month period, then Developer shall have the option to repurchase the lot for the original purchase price or extend the time in which construction is started. This shall be done in writing. All closing costs of the repurchase and attorney fees shall be paid by the lot owner.
- (c) A minimum of twenty seven (27) feet set back shall be required from the nearest part of the front of the building to the front Lot line. A minimum of twenty (20) feet shall be maintained between the side walls of all structures and the side lot line; provided however for corner Lots the setback between the building structure and the street shall be twenty five (25) feet. A minimum of thirty five (35) feet set back shall be maintained between the rear wall of all structures and the rear lot line. On all lake front properties there shall be a minimum of fifty (50) feet lake set back to be maintained between the rear wall of all structures and seasonal high water level. The maximum building height shall be thirty five (35) feet.
- (d) The minimum floor area for a dwelling shall be three thousand (3,000) square feet. "Floor area" shall be those areas serviced by air conditioning and shall not include garages, patios, porches, etc.
- (e) All utilities whatsoever shall be installed underground.
- (f) All roofs shall be of tile and shall have minimum roof pitch of 6:12.
- (g) All landscaping on individual Lots shall meet minimum City of Eustis standards and requirements. All Lots must be fully irrigated and sodded with Bahia sod where the yard has been cleared. Retention Area Lots shall be sodded to the high water mark. All Lots must sod to the edge of the pavement. If reclaimed water becomes available at lot boundaries, then irrigation of individual lots must be in accordance with City of Eustis Reclaimed Water Ordinance 04-52.
- (h) All soft water tanks, pool, heater, air conditioning compressors, wood piles or other ancillary mechanical equipment, shall be suitably screened by landscaping and/or fencing so as not to be visible from any Lot or street. Use of window or wall unit air conditioners is

prohibited.

Section 7.2: Maintenance of Residences and Lots.

- (a) All Lots, residences and improvements on the Lots, including sod to the edge of the pavement, shall be maintained by the Owner, in a neat and attractive condition. All landscaping of Common Property will be maintained by the Association.
- (b) In the event of damage or destruction by fire or other casualty to the Residence, or improvements on any Lot, the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed residence or improvements in a good workmanlike manner in strict compliance with the original plans and specifications and building layout of said improvements as constructed by the Developer within a reasonable time not to exceed one (1) year and in accordance with the provisions of these Covenants. All debris must be removed and the Lot restored to a sightly condition within sixty (60) days of such damage or destruction.

Section 7.3: Miscellaneous Use Restrictions.

- (a) Fences may be erected to the rear of the front building line and along and adjacent to the side lot lines. All fence posts shall be installed facing the interior portion of the Lot. Any Lot Owner whose Lot abuts a retention area or conservation area has the right, at said Owner's sole expense and liability, to install an access gate to the retention or conservation area on any fence that may have been erected by the Developer which borders the Owner's Lot and the retention or conservation areas. No chain link fences shall be constructed on any Lot. All fences and hedge lines must be approved by the Architectural Review Committee prior to construction. The Architectural Review Committee may require that the composition and color of any fence be consistent with fences around surrounding residences.
- (b) All Lots are residential parcels and shall be used exclusively for single family residential purposes. Nothing herein shall be deemed to prohibit an exterior dog house. No Lot may be subdivided.
- (c) Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road or adjacent property within sight distance of the Lot at any time

except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

- (d) No livestock, horses, poultry, or animals of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Pets shall be kept only in the residence or within a fenced courtyard area. All dogs outside of fenced courtyard area shall be on a leash.
- (e) No commercial activity shall be conducted on any Lot with the exception of the Developer's real estate sales office or agent.
- (f) No home business that requires signage or congregate care facilities shall be conducted within the Subdivision.
- (g) No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. All propane tanks shall be buried underground.
- (h) All signs, billboards and advertising structures of any kind are prohibited, except building signs during construction periods that are approved by Developer, and signs to advertise property for sale during any sales period. No sign may be nailed or attached to trees. For Sale signs shall not exceed five (5) square feet or be taller than 8 feet or a real estate yard sign.
- (i) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner 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. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines. Any such tree or a rare or unusual species may be permitted to remain in place upon application to and written permission from the

Architectural Review Committee and approval by the appropriate city, county or state official or department.

- (j) Owners shall not do anything that will disturb or interfere with the reasonable rights and comforts of other Owners.
- (k) The parking of vehicles shall be permitted in driveways and garages only. No vehicles shall be parked on any lawn, yard, travel area of streets or other area not intended for vehicular use for an extended period of time. Recreational vehicles shall be parked only in a garage. Boat and trailer storage is prohibited.
- (l) No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any Lot, except in an enclosed area with the doors thereto closed at all times.
- (m) No antennae of any kind shall be permitted upon any Lot except as may be approved by the Architectural Review Committee.
- (n) Above-ground swimming pools are not permitted.
- (o) Clotheslines will not be permitted to be visible outside of the Lot. Nothing herein contained shall be construed to conflict with Section 163.04, Florida Statutes.
- (p) No solar panels shall be permitted on any portion of a roof facing the street. Solar panels may be erected on platforms constructed on the rear roof area or in a backyard.
- (q) All irrigation pumps and control equipment to be located inside garage or covered with pump house and not visible from street.
- (r) No garage shall house more than four (4) vehicles. Garage doors shall not exceed eight feet (8') in height and all garage doors shall be of uniform height. The sum of the width of all garage doors shall not exceed thirty-six feet (36'). Each garage shall be equipped with a garage door opener. All garages must have a side or rear entrance. Detached garages facing the street may be considered by the Architectural Review Committee providing a minimum two (2) car side entrance garage has been included with the structure of the house, and provided the detached garage carries the same architectural design as the house design and the front of the detached garage is a minimum twenty feet (20') behind the front of the house with a covered walkway attached to the house. Attached front entry garages are prohibited.

- (s) No window mounted air conditioners are permitted.
- (t) Tennis courts are permitted but must be located to the rear of the residence and visually buffered from all streets. The location of the tennis court must be shown on the plan submitted to the Architectural Review Committee. Lighting of the tennis court is not permitted unless a buffer of trees or vegetation to screen from the neighbors.
- (u) In order that the natural beauty of the homesite may be preserved, no living trees having, a diameter of four inches (4") or more, as measured four feet (4') from the natural grade, and located more than ten feet (10') in distance from the buildings, driveways, pools, tennis courts and patios shall be destroyed or removed from the Property unless approved by the Architectural Review Committee in connection with its approval of the plans and specifications for the construction of improvements on the Property. The removal of all trees must be accordance with City of Eustis Ordinance 92-01. One tree removal application permit must be obtained prior to the removal of any tree in the City of Eustis. No more than fifty percent (50%) of the trees that meet this criteria shall be removed. Anyone violating this provision will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the Architectural Review Committee. If the Owner fails or refuses to replace the trees as demanded, the Architectural Review Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the Property of the Owner. The Owner grants to the Architectural Review Committee its agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with this section.
- (v) All mail boxes shall be approved by the Architectural Review Committee.
- (w) All Owners shall be responsible for complying with and ensuring that their Members, Permittees and invitees comply with all procedures adopted for controlling access to and upon the Property through the entrance gate serving the Property as well as overall Common Area roadways and other portions of the Common Areas, as such procedures and restrictions are adopted and amended from time to time.

Section 7.4: Plan Review. The Architectural Review Committee shall review all construction plans prior to the commencement of any construction on any Lot. The Architectural Review Committee shall review any such plans to determine whether they are in compliance with the Covenants contained herein, as well as any other restriction or covenant

applying to such Lot. A fee in the amount of Five Hundred Dollars (\$500.00) shall be payable to the Association at such time as the plans are submitted to the Architectural Review Committee. The Association can compensate the members of the Architectural Review Committee.

Section 7.5: Duties of the Architectural Review Committee. The Architectural Review Committee shall review plans submitted for all improvements or modifications, and shall approve or disapprove said plans. The plans submitted to the Architectural Review Committee for approval shall include all plans necessary for construction and shall meet the following standards:

Plans: All plans must be drawn in a professional manner, fully dimensioned, and shall include the following as a minimum:

- (a) Plot Plan: An accurately drawn and dimensioned plot plan in 1"=10' scale showing all building setbacks, easements, fences, drives, swimming pools, patios, walks and other architectural elements.
- (b) Floor Plan(s): Drawn to scale of 1/4" per foot.
- (c) Elevation Plans: Drawn to scale of 1/4" per foot, and showing the exterior elevations of buildings as they will actually appear after all back filling.
- (d) Specifications of all external materials such as roofing, siding, brick, etc. as well as exterior color schemes must be submitted for approval and actual samples may be required by the Architectural Review Committee.
- (e) Landscaping plans in 1"=10' scale indicating existing trees, trees to be removed and proposed new material. Including tree and plant list (type and size) for existing and proposed trees.

The Architectural Review Committee shall have the right to approve or disapprove any structure, fence, wall, screened enclosure, grating, floor, elevation and drainage plan, drain, mail box, solar energy device, antenna, satellite dish, decorative building, landscape plan, landscape device or other improvement change or modification and to approve or disapprove an exterior additions, changes, modifications or alterations to a residence. Disapproval of any change, addition, modification or alteration may be solely on the grounds of aesthetics. It is the Developer's intent to protect the community for nuisances and maintain the aesthetic quality with substantial uniformity of the residences. The Association may adopt additional standards and criteria to effect the purposes of this Section.

Section 7.6: Architectural Review Committee Members. The Architectural Review Committee shall be comprised of a minimum of three (3) regular Members and two (2) alternate members. A vote of two (2) is necessary to carry any decisions of the Architectural Review Committee. The alternate members shall fill any vacancies that might occur. The Architectural Review Committee members shall follow the guidelines

outlined in the CROOKED LAKE RESERVE Architectural Design and Review Manual (the ""Manual,"") dated June 2005. The design guidelines outlined in the Manual may be amended at the discretion of the Developer.

Section 7.7: Selection.

- (a) Both regular and alternate members of the Architectural Review Committee shall be elected from among the membership of the Association. Each Architectural Review Committee member shall be elected by a majority vote by the Association. Elections shall be held annually during the month of January of each year.
- (b) The Developer has the right to select the membership of the Architectural Review Committee at his total discretion until the last Lot is sold. After the last Lot is sold, the Architectural Review Committee shall be elected as set out above in subpart (a) of this section.
- (c) The Developer has the right to grant architectural approval of a line or series of homes to be constructed by a builder and to waive the Architectural Review Committee fee. This approval may include colors, materials and landscaping options offered to the public. This approval shall in no way imply that the builder may ignore or violate the restrictions and Covenants set forth.

Section 7.8: Plan of Development. It is the plan of the Developer to develop CROOKED LAKE RESERVE into a community of quality homes. The Architectural Review Committee shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography, existing vegetation, and conformity to the Declaration.

**ARTICLE VIII
Utility Provisions**

Section 8.1: Water System. The central water supply system provided by the City of Eustis, Florida for the service of the Subdivision shall be used as the sole source of water. Each Owner shall pay water meter charges established by the City of Eustis and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well, except for irrigation purposes, shall be permitted on any Lot.

Section 8.2: Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots by such contractor as may be selected by any governmental authority. Each Lot Owner shall pay when due the periodic charges or taxes for such garbage collection service.

Section 8.3: Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or

primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground in a manner acceptable to Seminole County.

Section 8.4: Sewer shall be provided by the City of Eustis, Florida.

ARTICLE IX Easements

Section 9.1: Establishment of Easements. All easements, as provided for in this Article shall be established by one or more of the following methods, to wit:

- (a) By a specific designation of an easement on the recorded plat of CROOKED LAKE RESERVE;
- (b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;
- (c) By this Declaration or by a separate instrument, to be subsequently recorded by the Developer; or
- (d) By virtue of any reservation of rights set forth in these Covenants.

Section 9.2: Easement for Utilities. All easements are hereby granted to City of Eustis for the installation, maintenance, and operation of water, sewer, drainage and other utilities as set forth on the Plat or reserved herein which shall include the right of access, installation, maintenance and operation of said utilities.

Section 9.3: Easement over Lots. The easement described herein is specifically depicted on the Plat. For so long as Developer is the Owner of any Lot, the Developer hereby reserves unto itself the right to reserve an easement to itself or grant an easement to any other entity over each Lot owned by Developer for purposes of ingress and egress, to include drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Developer shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided, however, that Developer shall not have the power to release any portion of a utility easement on a Lot without the consent of the utility company providing the utilities served by that utility easement.

Section 9.4: Easement for Access and Drainage. The Developer, until turnover and thereafter, 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 Developer and the Association shall 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 District permit. Additionally, the

Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Storm water Management System. No person shall 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 District.

Section 9.5: Easement Restrictions. Easements for installation and maintenance of utilities and drainage facilities are reserved as designated in this Article. Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may alter the drainage flow in the easements without the prior written approval of the District.

Section 9.6: Construction of Easement Provisions. Any and all parts of this Declaration relating to the reservation and maintenance of easements are to be read and construed as being consistent with each and every other part relating to easements.

Section 9.7: Public Service. Fire, police, health, sanitation, postal and other public service personnel and their vehicles have a permanent and perpetual easement into, out of, and over, easement/drainage and utility - Tract C, rights of way and roads for the purpose of performing their appropriate and lawful functions.

Section 9.8: Emergency Access Easement. The Emergency Access Easement between Lots 8 and 9 must remain clear of any fences, structures, trees or shrubs and any residential apparatus.

ARTICLE X **General Provisions**

Section 10.1 Duration and Amendment. These Covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years after which time they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Developer, the Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements as described below. These Covenants may be modified or terminated only by a duly recorded written instrument executed by the President and Secretary of the Developer until the Developer no longer owns any Lots, and thereafter by the President and Secretary of the Subdivision Association upon an affirmative vote of seventeen (17) of the Lot Owners, provided however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. The Developer specifically reserves the absolute and unconditional right so long as it owns any Lots to amend the Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association, or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party. Notwithstanding anything in these Covenants to the contrary, the provisions of these Covenants affecting the rights or duties of the Developer shall not be amended or terminated

at any time while the Developer owns a lot, without the consent in writing of the Developer. Any amendment to these Covenants which alters any provision relating to the Surface Water or Storm water Management System, other than for matters relating to maintenance of the Surface Water or Storm water Management System as originally designed and including the water management portions of other Common Property shall not be effective without the prior written approval of the District.

Section 10.2: Notices. Any notice required to be sent to any person pursuant to any provisions of these Covenants will be effective if such notice has been deposited in the United States mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence or to such other address as may be furnished to the Secretary of the Association. The effective date of the notice shall be the date of mailing.

Section 10.3: Severability. Whenever possible, each provision of these Covenants shall be interpreted in a manner that is effective and valid. If any provision of these Covenants is prohibited or held invalid, the prohibition or invalidity shall not effect any other provision which can be given effect. To this end, the provisions of these Covenants are declared to be severable.

Section 10.4: Assignment by Developer. Developer shall have the sole and exclusive right to transfer to such persons, firms, or corporations as it shall select, any or all of the easements and rights whatsoever given to or reserved by Developer in these Covenants. All easements and rights reserved in these Covenants shall be for the benefit of Developer, its successors and assigns.

Section 10.5: Disputes and Construction of Terms. In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Subdivision Association. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

Section 10.6: Rights of the Developer to Modify. The Developer retains the right to change, alter or modify these restrictions in any manner, at any time prior to the sale of the last lot in the subdivision except that any change, alteration or modification that may affect the Surface Water Management System or Conservation Easement Areas must have the prior written approval of the District; provided however, so long as there shall be a Class B Member (the Developer), the Developer shall obtain the prior written consent of the Federal Housing Administration and/or the Veterans Administration with regard to the annexation of any additional property to the subdivision or the dedication of the Common Property if the Subdivision is expanded beyond 25 lots, which is the build-out of CROOKED LAKE RESERVE. Further, the Developer reserves the right to subject additional property to be described as subsequent phases of CROOKED LAKE RESERVE to this Declaration. The owners of any lot in the Subdivision, inclusive of all phases, shall enjoy the rights and privileges and be subject to the restrictions and obligations herein imposed; provided however, nothing herein shall be deemed to require the

Developer to develop additional phases of the Subdivision.

ARTICLE XI Miscellaneous

Section 11.1: Leases. Article I provides that all persons who are present in the Subdivision must comply with the Covenants. In order to enforce this provision, all Owners leasing or renting their Lots shall be required to incorporate the following provision in their lease or rental agreements (substantially in the following form):

Minimum Lease shall be seven (7) months.

The Leased Premises are a part of a Subdivision. All persons occupying property in CROOKED LAKE RESERVE are required to observe the Covenants and Restrictions of CROOKED LAKE RESERVE. Copies of all Covenants and Restrictions are to be obtained from the Landlord.

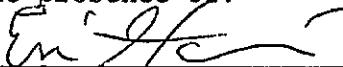
In addition, all Owners leasing their Lots are required to provide the Association with a copy of the lease. A Lease Reading Fee of Five Hundred Dollars (\$500.00) non-refundable shall be attached to the Lease.

Credit Check of Prospective Tenant to be supplied by Owner of property and the name's and addresses of the Landlord and the Tenant unless they are contained in the lease or rental agreement.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered

the presence of:



Witness



Print Name

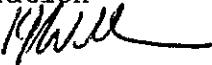


Witness



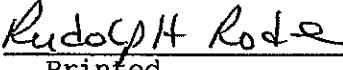
Print Name

A.C. SECURITY INTERNATIONAL TRADING
GROUP INC., a Florida
Corporation

By: 
KEITH J. WILLIAMS, Member

By: 
K.J. WILLIAMS

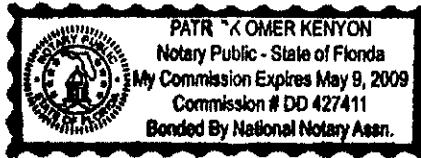
Printed
By: 
RUDOLPH RODE, Member

By: 
Rudolph Rode
Printed

STATE OF FLORIDA
COUNTY OF LAKELAND

I HEREBY CERTIFY that on this 2 day of JUNE, 2004
before me personally appeared KEITH J. WILLIAMS, PRESIDENT & RUDOLPH
RODE, VICE PRESIDENT Members of **CROOKED LAKE RESERVE HOMEOWNERS
ASSOCIATION INC.**, a Florida Corporation, to me personally known to be the
persons who signed the foregoing instrument as such members, and
acknowledged the execution thereof to be his free act and deed as such
members for the uses and purposes therein mentioned, and that he affixed
thereto the official seal of said corporation, and that the said
instrument is the act and deed of said corporation.

WITNESS my signature and official seal on the day and year last
aforesaid.



Keith J. Williams
(Affix Notarial Seal)
Notary Public/State of
Florida
Print Name: PATRICK O'KENYON

COVENANTS

**ADDENDUM "A"
REGARDING LAKE FRONT LOTS**

A. LAKE USAGE

1. Lot 10 to 14 shall be the only Lots with access individually to West Crooked Lake
2. Lots 15 to 24 shall be the only Lots with access individually to Lake Dicie
3. No Docks are permitted to be built on lots 15 to 24 on Lake Dicie
4. Docks may be built on lots 10 to 14 on West Crooked Lake. All Docks must be approved by the governing agency applicable for permitting such.
5. The Homeowner Association ARC plans and Plans and approved Permits must be submitted with application. No reasonable request shall be denied. A Fee of \$200.00 (non-refundable) shall be charged for this review.
6. There are to be no motorized boats or vehicles of any sort to be used in or around Lake Dicie.

Other than a single hull rowing boat or canoe (not exceeding 14 feet in length).

One electric trolling motor may be affixed to the single hull boat.

CROOKED LAKE RESERVE COVENANTS:

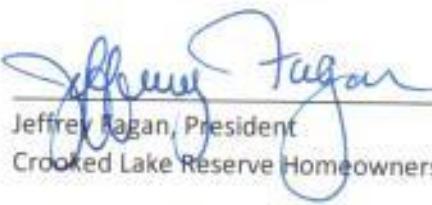
ADDENDUM "B"

REGARDING ARCHITECTURAL REVIEW COMMITTEE PLAN REVIEW FEE

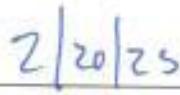
Per majority vote at 2021/2022 Annual Meeting held 3-1, 2022

Section 7.4: Plan Review. The Architectural Review Committee shall review all construction plans prior to the commencement of any construction on any Lot. The Architectural Review Committee shall review any such plans to determine whether they are in compliance with the Covenants contained herein, as well as any other restriction or covenant applying to such Lot. ~~A fee in the amount of Five Hundred Dollars (\$500.00) shall be payable to the Association at such time as the plans are submitted to the Architectural Review Committee.~~ The Association can compensate the members of the Architectural Review Committee.

(Fee for Architectural Review removed from Section 7.4)



Jeffrey Fagan, President
Crooked Lake Reserve Homeowners Association



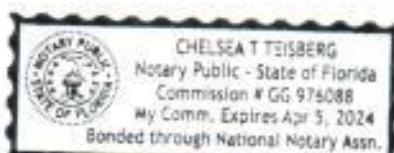
Feb 20, 2023

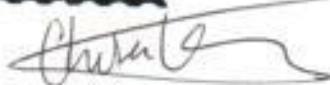
STATE OF FLORIDA, COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence this 20th day of February, 2023 by Jeffrey Fagan, President of Crooked Lake Reserve Homeowners Association.

NOTARY SEAL

Personally Known OR Produced Identification _____





INSTRUMENT #2023019255
OR BK 6095 PG 885 - 885 (1 PGS)
DATE: 2/21/2023 2:09:54 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$10.00

CROOKED LAKE RESERVE COVENANTS

ADDENDUM "C"

REGARDING MINIMUM TERM FOR LEASES

Per majority vote at 2021/2022, Annual Meeting held 3-1-2022

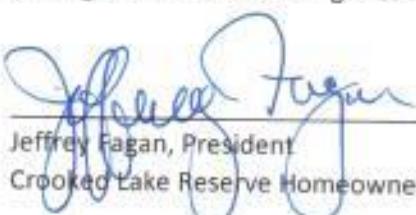
Section 11.1: Leases. Paragraph 1 and the following provision.

Article I provides that all persons who are present in the Subdivision must comply with the Covenants. To enforce this provision, all Owners leasing or renting their Lots shall be required to incorporate the following provision in their lease or rental agreements (substantially in the following form):

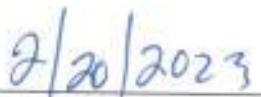
Minimum Lease shall be twelve (12) months

The Leased Premises are a part of a Subdivision. All persons occupying property in CROOKED LAKE RESERVE are required to observe the Covenants and Restrictions of CROOKED LAKE RESERVE. Copies of all Covenants and Restrictions are to be obtained from the Landlord.

(Change is to minimum length of lease or rental agreement)



Jeffrey Fagan, President
Crooked Lake Reserve Homeowners Association



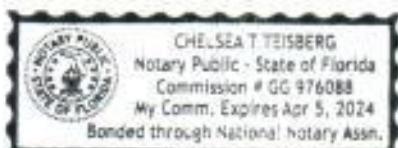
Feb 20, 2023

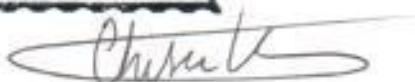
STATE OF FLORIDA, COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence this 20th day of February, 2023 by Jeffrey Fagan, President of Crooked Lake Reserve Homeowners Association.

NOTARY SEAL

Personally Known OR Produced Identification _____





INSTRUMENT #2023019256
OR BK 6095 PG 886 - 886 (1 PGS)
DATE: 2/21/2023 2:09:54 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$10.00

CROOKED LAKE RESERVE COVENANTS

ADDENDUM "D"

REGARDING UTILITY AND ACCESS/ EMERGENCY EGRESS EASEMENT

Approved per majority vote during 2023 Annual Meeting held February 7, 2023

Section 9.7: Public Service. Fire, police, health, sanitation, postal, and other public service personnel, and their vehicles have a permanent and perpetual easement into, out of, and over, easement/drainage and utility – Tract C (A), rights of way and roads for the purpose of performing their appropriate and lawful functions.

Section 9.8: Emergency Access Easement. The Emergency Access Easement between Lots 8 and 9 must remain clear of any fences, structures, trees, or shrubs and any residential apparatus.

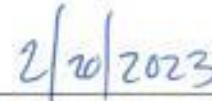
Per building permit # 19-01564, dated 12/2/2019 by the City of Eustis, Lot 8 was permitted to install a fence obstructing the utility/drainage easement within Tract A. The City of Eustis has stated that this fence is placed at the risk of the owner and that any public service or emergency vehicle that must come through the fence to respond to a maintenance situation or emergency will not be held liable for damages to either the fence or property on which it is installed. The owner accepts all risks to the said fence.

Per building permit # 22-01659, dated 10/13/2022 by the City of Eustis, lot 9 was permitted to install a fence obstructing the utility/drainage easement within Tract A. Lot 9 has also been alerted that this fence is placed at risk of the owner and that any public service or emergency vehicle that must come through the fence to respond to a maintenance situation or emergency will not be held liable for damages to either the fence or property on which it is installed. The owner accepts all risks to the said fence.

The lot 9 property owner has requested that landscape contractors or others requiring access to the retention area behind lots 8 and 9 use the unobstructed area of lot 9 on the East side of the property, per the access indicated on the included plat of lot 9 to gain entry and exit for maintenance.

A signed statement by current lot 8 and 9 owners is filed with other HOA documents under the care of the HOA Board reflecting this risk acceptance and perpetual access across lot 9 private property to Tract A.


Jeffrey Fagan, President
Crooked Lake Reserve Homeowners Association

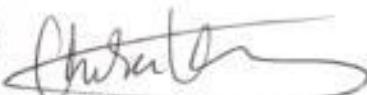
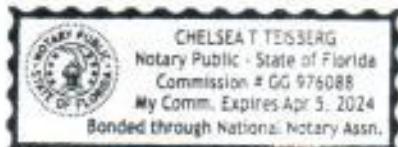

Feb 20, 2023

STATE OF FLORIDA, COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence this 20th day of February, 2023 by Jeffrey Fagan, President of Crooked Lake Reserve Homeowners Association.

NOTARY SEAL

Personally Known ✓ OR Produced Identification _____



INSTRUMENT #2023019257
OR BK 6095 PG 887 - 889 (3 PGS)
DATE: 2/21/2023 2:09:54 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$27.00

October 31, 2022

Crooked Lake Reserve Homeowners Association
Two Lakes Lane
Eustis, FL 32726

RE: Access to Common Area For Landscaping & Maintenance

In accordance with your undated letter regarding the installation of fencing on Lots Eight & Nine at Crooked Lake Reserve please find the following.

The Fagans (Lot #8) and the Fields (Lot #9), collectively the "Owners", acknowledge that the City of Eustis has an easement along the property line between our two properties in the event that maintenance is required for the utility lines (sewer and/or water). Further, we acknowledge that, in the event that it becomes necessary for the city to perform maintenance that cannot be accomplished without the removal of the fencing that exists between our two properties, the Owners will hold the Crooked Lake Homeowners Association harmless for the repair and/or replacement of the existing fence structures that exist. The Owners will, in perpetuity, be solely responsible for the costs relating to any necessary repair or replacement. It is clearly stated in the permit application that Owners are responsible for any expenses related to access of previously mentioned utility lines that run through the collective properties.

With regard to maintenance of the landscape portion of the Association's common area located behind Lot #8 and in consideration of the installation of the fence on Lot #9, the Fields have agreed to allow access to the common area along the driveway on the right-hand side of their house to the rear of their property for periodic maintenance of the drainage retention area. The fence was specifically designed to allow easy and unimpeded access to the retention area for this purpose.

Finally, in the event of a transfer of ownership of either property, the Owners agree to make prospective buyers aware of this agreement and include it in any listing information or purchase and sale agreement that would create a change in ownership.

In the event that the Owners elect to remove the fences for any reason, the original access agreement along the property line will be reinstated for the purpose and Owners will promptly notify the Association that the previous easement will be reinstated.

Sincerely,

Jeffrey Fagan

Raquel Fagan

Janice Stender Fields

Ronald Fields

(Janice M. Stender Fields Life Estate)

APPENDIX SURVEY

Journal of the American Statistical Association, 1999, Vol. 94, No. 447, 2002

100

ANSWERED QUESTIONS

**ROGERS SURVEYING
AND MAPPING, INC. • 352-735-8734
112 E 7TH AVE, MOUNT DORA, FL 32757 • 1-800-932-1112**



CERTIFIED TO
Faxon Brothers Inc.

10-22-17 06
P-0000.00
L-1000.47
D-0000.00
C-0000.00

SCAFF

① FUTURE INGRESS/EGRESS TO THE RETENTION POND

COVENANTS

ADDENDUM "E"

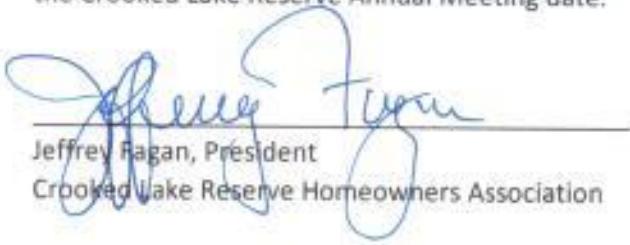
DATE FOR THE HOMEOWNERS TO VOTE FOR ARC MEMBERS FROM JANUARY TO THE ANNUAL MEETING DATE.

Per majority vote during 2023 Meeting held February 7, 2023

Section 7.7 (a): Selection.

Both regular and alternate members of the Architectural Review Committee shall be elected from among the membership of the Association. Each Architectural Review Committee member shall be elected by a majority vote by the Associate. ~~Elections shall be held annually during the month of January of each year.~~

The date for the election of the Architectural Review Committee members is changed from January to the Crooked Lake Reserve Annual Meeting date.


Jeffrey Fagan, President
Crooked Lake Reserve Homeowners Association

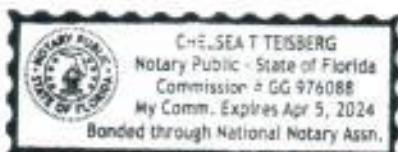
2/20/2023
Feb 20, 2023

STATE OF FLORIDA, COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence this 20th day of February, 2023 by Jeffrey Fagan, President of Crooked Lake Reserve Homeowners Association.

NOTARY SEAL

Personally Known ✓ OR Produced Identification





INSTRUMENT #2023019258
OR BK 6095 PG 890 - 890 (1 PGS)
DATE: 2/21/2023 2:09:54 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$10.00

COVENANTS: Crooked Lake Reserve

ADDENDUM "F"

To allow for a 48-hour grace period for parking of boats, trailers, and RVs visibly on the owner's property

Per majority vote at 2024 Annual Meeting held 2-4-2024

Section 7.3 (k)

The parking of vehicles shall be permitted in driveways and garages only. No vehicles shall be parked on any lawn, yard, travel area of streets, or other area not intended for vehicular use for an extended period of time. Recreational vehicles shall be parked only in a garage. Boat and trailer storage is prohibited. There is a 48-hour grace period for overnight parking of boats, trailers, and RVs visibly on the owner's property while the item is in transport to and from storage.



Suzanne Fleisher, President

Crooked Lake Reserve Homeowners Association

Date: May 9, 2024

STATE OF FLORIDA, COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence this 9th day of May 2024 by Suzanne Fleisher, President of Crooked Lake Reserve Homeowners Association.

NOTARY SEAL

Personally known _____

OR Produced Identification FL DL
F426-791-52-915-0



Crooked Lake Reserve Covenants CFN #2005112475

page 30 or 30