

ROYAL TRAILS
DECLARATION OF RESTRICTIONS

TO WHOM IT MAY CONCERN:

WHEREAS, ROYAL PALM BEACH COLONY, INC., a Florida corporation, hereinafter referred to as the "Developer" is the owner of certain property, hereinafter described, situate, lying and being in Lake County, Florida; and

WHEREAS, Developer now desires to place restrictions and limitations of record as to those lots in Unit 1 of Royal Trails, Lake County, Florida, as recorded in Plat Book 19, Pages 1 through 59, of the Public Records of Lake County, Florida, and

WHEREAS, Developer desires to create on the said property a residential community with parks, trails, open spaces and other common facilities; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, and deemed it desirable, for the preservation of the character and appearance of the community, and for the promotion and preservation of the safety and welfare of the residents of the said community, to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants and restrictions hereinafter created, maintaining and administering the community properties and facilities and establishing, fixing, collecting and disbursing certain assessments against the individual owners of the lots in order to maintain and administer the community properties and facilities; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a corporation not for profit, THE ROYAL TRAILS PROPERTY OWNERS' ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property known as Unit I of Royal Trails, and such additions thereto as may hereafter be made pursuant to Article II hereof, with the exception of that real property which is designated and intended for commercial activities, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements (sometimes referred to as "covenants and restrictions") hereinafter set forth, and subject to the assessments and charges set forth in the By-Laws of the Royal Trails Property Owners' Association, Inc.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (Unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to THE ROYAL TRAILS PROPERTY OWNERS' ASSOCIATION, INC., a Florida non-profit corporation.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article 11 hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family. '

(f) "Single family residence" shall mean and refer to a building situated upon its own individual lot which is designed and intended for use and occupancy as a residence by no more than a single family.

(g) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual Lot.

(h) "Owner" shall mean and refer -to the record owner or owners, whether one or more persons or entities, of the fee simple title to any lot or living unit, and to those persons or entities, whether one or more in number, who are buyers of a lot or living unit being sold by Developer under an executory Agreement for Deed. (This definition is confined solely to the purpose of this Declaration).

(i) "Member shall mean and refer to all those Owners who are members of the Associations provided in Article III, Section 1, hereof.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION: ADDITION THERETO

Section 1. Existing Property. The real property, which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Lake County, Florida, as recorded in Plat Book 19, pages I though 59, of the Public Records of Lake County, Florida, provided, however, that no property designed and intended to be use for commercial activities is subject to this Declaration.

This Declaration supersedes and replaces the Declaration of covenants and restriction, Amendments to Declaration of covenants and restriction and Deed Restrictions which Developer has previously created, declared and established in Unit 1 of Royal Trails, among other portion of Royal Trails and recorded respectively in Official Record Book 480 at Pages 427 through 429, Official Records Book 480 at Pages 486 through 504, Official Records Book 482 at Pages 900 to 901, official Records Book 484 at Pages 359 to 360, Official Records Book 525 at Pages 8 through 10, Official Record Book 533 at Pages 983 to 995, and official Records Book 547 at Pages 913 to 916. Said previously recorded documents are hereby repealed, cancelled, vacated, annulled and shall have no force and effect of any nature whatsoever.

Section 2. Addition to Existing Property. Additional lands may become subject to Declaration in the following manner.

(a) Addition in Accordance with a General Plan of Development, The DEVELOPER, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties designed and intended for any use other than for commercial activities. The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and

Restrictions with respect to the additional property which shall extend the scheme of the Covenants and Restriction of the Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in the Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme or this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

(b) Other Additions. Upon approval-in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in sub-section (2) hereof.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties rights and obligations of another association may, by operation of law, be added to the properties rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however shall have the effect of revoking, changing, or adding to the covenants established by this Declaration within the Existing Property, except as hereinafter provided.

ARTICLE III

ASSOCIATION MEMBERSHIP AND RIGHTS IN THE COMMON PROPERTIES

Section 1. Membership. The DEVELOPER and every owner shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The voting rights of the members shall be established and defined in the Articles of incorporation and By-Laws of the Association.

Section 2. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every lot or Living Unit.

Section 3. Title to Common Properties. The Subdivider may retain the legal title to any of the Common Properties until such time as, in the opinion of the Subdivider, the Association is able to maintain the same but, notwithstanding any provision herein, the Subdivider hereby covenants for itself, its successors and assigns that it shall convey the common Properties to the Association and will agree to pay any encumbrances thereon existing at the time of such conveyance, according to their tenor, excepting taxes and assessments, general and special. The Subdivider may also, at its option and in its

discretion convey other property to the Association which shall thereupon become a part of the Common properties.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following.

(a) the right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose or improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continue enjoyment by the members and, if necessary, to open the enjoyment to such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and,

(c) the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for a period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of Common Properties; and

(e) the right of individual Members to the exclusive use of parking spaces; and

(f) the right of the Association to dedicate or transfer all or any part of the Common properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent every Member at least ninety (90) days in advance of any action taken.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal obligation of Assessments. Each Owner of any lot or living unit, by signing an Agreement for Deed or acceptance of a Deed thereof, whether or not it shall be so expressed in any such Agreement for Deed or Deed shall be deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided by the Board of Directors of the Association. Those monthly and special assessments which become due after the Owner has accepted a Deed to the lot or living unit, together with such interest shall be a continuing lien upon the property against which each assessment is made. Each and every assessment, together with such interest thereon and

cost of collect on thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the Assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association, shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties, and in particular for the construction, reconstruction, improvement and maintenance of properties, services, utilities and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacements additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Effect of Non-Payment of Assessments: The Personal Obligation of the Owner. The Lien; Remedies of Association. If Assessments which are levied by the Association after the Owner has acquired fee simple title to the lot or living unit are not paid on the date when due (being the dates specified by the Association's Board of Directors), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of then Owner, his heirs, devisee, personal representatives, successors in title and assigns. If the assessment is not paid within thirty (30) days, after the delinquency date, the assessment shall bear interest from the date of the delinquency at the rate of eight (8%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the oroperty, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the cost of the action. If the assessments which are levied by the Association prior to the time that the Owner acquires fee simple title to the lot or living units from Royal Palm Beach Colony, Inc., (while the Agreement for Deed is executory) are not paid on the date when due (being at times specified by the Association's Board of Directors), then such assessments shall accrue and be payable at time of transfer of title from the Developer to the Owner. In the event of such non-payment of per-title assessments by the Owner, the Association shall not have any lien against the property as to which such assessments have not been paid, and the Developer shall not be obligated to pay such delinquent assessments to the Association except to the extent that the Owner paid such pre-title assessments to the Developer.

Section 4. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due' and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 5. Exempt property. The following property subject to this Declaration shall be exempted from the Assessment charge and lien created herein:(a) all properties to the authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the

State of Florida, upon the terms and to the extent of such legal exemption; and (d) all properties owned or reacquired by the Developer, except that the Developer may pay to the Association such amounts as are necessary, when added to the assessment payments made to the Association by the Owners of all other lots and living units, to enable the Association to accomplish the purpose set forth in Section 2, hereinabove.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V ARCHITECTURE AND DESIGN COMMITTEE

The Board of Directors of the Association shall appoint three or more persons who may or may not be members of the Association, to be the Architectural and Design Committee of the Association, and the Committee shall have sole right to acceptance or rejection and approval or disapproval of all items of architecture and design within The Properties, as are in this Declaration of restrictions and elsewhere.

No building, fence, wall or other structure and no landscaping or planting shall be erected, constructed, placed, altered or maintained upon any portion of any lot within the property until the plans and specifications showing the nature, kind, shape, height, material; and location shall have been submitted to and approved in writing as to harmony of external design and of the same relation to surrounding structures and topography by the Architecture and Design Committee. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The Committee shall have the right to establish reasonable rules and regulations for the submission of and approval of such plans as are required by this Article. Any approval by the Committee or any particular structure or installation shall not be a waiver of the committee's right to reject any similar or identical plan thereafter.

ARTICLE VI LIMITATIONS OF PROPERTY USE

Section 1. Every lot contained in the property shall be used only for residential purposes and no structure shall be constructed, erected or maintained on any residential lot other than a detached single-family dwelling no more than two stories in height. Any accessory buildings or structures of any kind may not be constructed, erected or maintained unless prior approval has been given by the Architecture and Design Committee as denoted and described herein.

Section 2. Set Backs.

A. Front Set Backs. No building shall be located on any lot nearer to the front lot line than a distance of 50 feet.

B. Interior Side Set Backs. No building shall be located on any lot nearer than 25 feet to any interior side lot line.

C. Rear Set Backs. No building shall be located on any lot nearer 50 feet to the rear lot line.

D. Corner Lot Set Backs. No building shall be located on any corner lot nearer to the side street lot line than a distance of 50 feet.

Section 3. Building Sizes.

A. None of the lots shall be divided or re-subdivided, unless all portions of lot which has been divided has been divided are used to increase the size of adjacent lot or lots and unless all portions after dividing extend from fronting street line to the rear property line existing prior to division.

B. No main residence building shall be of a width less than 30 feet exclusive of any attached garage or carport.

C. Every residence dwelling shall have a ground floor area of no less than 1200 square feet. For the purpose of calculating whether a residence dwelling is in compliance with the minimum requirements of this subsection, the following portions of the dwelling shall be considered to have a floor area equal to the following percentage of each portion's actual area:

Portion of Residence Dwelling	% of Actual Floor Area
Living Area	100%
Exterior Covered Entry way	25%
Carport-Storage	50%
Screened porch	50%
Garage	66%

Section 4. Incidental and Accessory Uses.

A. No noxious or offensive activity shall be carried on upon any lot. No temporary residences shall be permitted nor shall any structure be used as a residence except a building constructed in accordance with written consent of the Architecture and Design Committee.

B. No clothesline or clothespole or other device or mechanism for the hanging of clothes shall be maintained on any lot unless the same is screened from street view and from the view of persons on neighboring lots.

C. No trucks, trailers or tractors shall, be parked overnight on any of the streets or roads in the subdivision. All vehicles other than private automobiles may be parked on a lot only if the same are enclosed in a garage or carport. No boat may be parked on any lot except in the side or rear yard.

D. All swimming pools must have a written approval of the Architecture and Design Committee.

E. All boathouses, docks and seawall must have written approval of the Architecture and Design Committee.

F. No sign of any kind shall be displayed to the public view on any lot, except one sign advertising property for sale or rent provided that such sign is of not more than 300 square inches and providing that the same shall be on a stake or post inserted into the ground projecting not more than 3 feet above the surface of the ground. This prohibition shall not apply to the Developer who may erect and maintain on any of the property in the subdivision such signs and other advertising devices, as it may deem necessary or proper for the conduct of its usual and ordinary business.

G. No animals, livestock or poultry or any kind shall be raised, bred or kept on any lot. However, animals commonly maintained as household pets may be kept, but not bred or maintained for any commercial purpose. All animals when out of doors or in

public places must be on leashes or otherwise prevented from roaming freely, and all animals must be under control at all times. This paragraph shall not prohibit the keeping of horses as referred to herein in Paragraph H.

H. Horses may be maintained and kept in an enclosed stable on any lot one acre or larger in size, except that no more than two horses may be kept on any one-acre.

I. All antenna and aerials installed on any lot or structure thereon must have the approval of the Architecture and Design Committee, except that the usual and ordinary (common) outside radio and television antenna may be installed without such approval.

J. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other discarded or waste material. Garbage and waste material may not be kept outside any structure or any lot except in sanitary, clean and covered container.

K. No lawn or landscaping or fence or hedge or tree or any other thing on any lot shall be permitted to become overgrown or unsightly or inconsistent with the general physical characteristics of properties within Royal Trails in the judgment of the Properties owners Association or its duly appointed Architectural and Design Committee or its agent. In the event that any of the said condition shall exist, the said Property Owners' Association may be at its option do any reasonable thing or things to alleviate and change the obnoxious condition and may assess the owner of the lot a reasonable sum for any such remedial activity and the said Property Owners' Association shall not be deemed guilty of a trespass in such event. Any such charge levied but not paid shall become a lien to be collectible the same as the other delinquent fees set herein. The Properties Owners' Association or its agent shall have, the right, from time to time, to adopt reasonable rules, regulations and standards governing the condition of fences, lawns, trees or landscaping features of The Properties.

Section 5. Fences and Obstructions.

A. All fences and shrubs and landscaping and walls and hedges may not be constructed or maintained except with the written consent or approval of the Architectural and Design Committee which shall, from time to time, adopt rules and standards for the same.

B. No fence, wall, hedge or landscaping which may obstruct site lines may be maintained on any corner lot within the triangular area formed by the street property lines and a line connecting the said street lines at points 25 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines as if extended.

Section 6. Drainage. After the initial conveyance of any lot by the, developer, no changes in elevations on any lot shall be made which will interfere with or affect or otherwise injure adjoining property.

Section 7- Trees and Plantings. No lot may be cleared and no trees, plants shrubs, nor any other vegetation existing on any lot shall be destroyed until the Architecture and Design Committee has in writing approval plans for such clearing or removal of existing conditions.

No trees, shrubs, or other vegetation may be planted on any lot unless the same is designed to and actually does beautify and enhance the appearance of the lot and the Architecture and Design Committee shall have the sole and final decision as to the suitability of any planting or landscaping.

Section 8. Easement. All easements for purposes of installation drainage, road ways and other purposes shown on all plats of the property as are recorded in the Official Records of Lake County, Florida, are hereby noted and reserved as perpetual easements for the intended purposes.

ARTICLE VII CENTRAL WATER SYSTEM

At such time when a central water system has been constructed to serve the Properties, each unit shall be connected to said water system, and each unit owner shall be obligated to pay for such central water system services in an amount and in a manner which may be fixed, established and collected from time to time by the Association or by an independent or municipal water utilities company.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Additional restrictions. The Developer may include in any contract or deed hereafter made any additional restrictive covenants. The developer may, in its sole discretion, modify, amend or add to the protective covenants applicable to Unit 1 of Royal Trails, Lake County, Florida, as recorded in Plat Book 19, pages 1 through 59, Public Records of Lake County, Florida, provided however, that any such additional restrictive covenants or modifications or amendments thereto shall not effect the lien of any mortgage then encumbering any of the properties within the said subdivision nor shall effect the rights and powers of any such mortgages.

Section 2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the Owners of two-thirds of the lots or living units has been recorded, agreeing to change or repeal said covenants and restriction in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least (90) days in advance of any action taken.

Section 3. Enforcement. The Developer, its successors or assigns, and the lot and living unit Owners, or any of them jointly or severally, may enforce these Covenants and restriction by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

ARTICLE IX

The properties shall not be used for any purpose which may be in conflict with any Conditional Use Permit issued by the authorities of Lake County, Florida for any Planned Unit Development, and no structure of any kind shall be erected or installed which may not be in conformity with the requirements of any such Conditional Use Permit.

ARTICLE X

The Developer, its successors or assigns, may not amend this Declaration or Restrictions in such manner as to affect vested rights of access to the properties or vested rights of quiet enjoyment.