

This instrument was prepared by
and to be returned to:

Scott D. Newsom, Esq.
Newsom Law, PLLC
P.O. Box 938
Winter Park, FL 32790
407-925-3857

Cross-Reference to Amended and Restated
Declaration of Covenants, Conditions, Restrictions,
and Easements of Cross Tie Ranch, recorded in
Official Records Book 1326, Page 2038, *et seq.*,
Public Records of Lake County, Florida

CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS OF
CROSS TIE RANCH

WHEREAS, the Declaration of Covenants, Conditions, Restrictions, and Easements of Cross Tie Ranch was recorded November 23, 1993, in Official Records Book 1261, Page 0251, *et seq.*, Public Records of Lake County, Florida (the "Original Declaration"); and

WHEREAS, the First Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements of Cross Tie Ranch was recorded December 27, 1993, in Official Records Book 1267, Page 0017, *et seq.*, Public Records of Lake County, Florida; and

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements of Cross Tie Ranch was recorded October 31, 1994 in Official Records Book 1326, Page 2038, *et seq.*, Public Records of Lake County, Florida (the "Amended Declaration"); and

WHEREAS, the First Amendment to Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements of Cross Tie Ranch was recorded September 7, 1995 in Official Records Book 1384, Page 0568, *et seq.*, Public Records of Lake County, Florida; and

WHEREAS, an Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements of Cross Tie Ranch was recorded July 16, 2001 in Official Records Book 1974, Page 2000, Public Records of Lake County, Florida; and

WHEREAS, Cross Tie Ranch HOA, Inc., a Florida not-for-profit corporation (the "Association"), is the entity responsible to enforce and carry out the terms, conditions, and/or

provisions of the Original Declaration and the Amended Declaration, as each has been amended and/or supplemented from time to time; and

WHEREAS, the Association and its membership desire to adopt a Second Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Cross Tie Ranch (the "Second Amended Declaration"), containing certain amendments to, and restatements of, the Amended Declaration; and

WHEREAS, pursuant to Article VIII, Section 5 of the Amended Declaration, following Turnover (as that term is defined in the Amended Declaration), the Amended Declaration can be amended by the affirmative vote in favor of such amendments by the Owners of at least two-thirds (2/3) of the Lots upon which the Amended Declaration is imposed; and

WHEREAS, Turnover has already occurred; and

WHEREAS, by the adoption of the Second Amended Declaration, the Association and its membership hereby knowingly and voluntarily ratify governance of the real property described in that Second Amended Declaration;

WHEREAS, it is the intention of the Association and its membership by the adoption of this Second Amended Declaration to restate and replace the Amended Declaration in its entirety; and

WHEREAS, an affirmative vote of at least two-thirds (2/3) of the Lot Owners to amend the Amended Declaration was received and recorded at a meeting of the Association's membership at which a quorum had been established, and such meeting was duly held on August 29, 2022; and

WHEREAS, the Amended Declaration was amended and restated, and such amendments and restatements were duly adopted in accordance with the provisions of the Amended Declaration by the Association; and

NOW, THEREFORE, the undersigned hereby certify that the Second Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Cross Tie Ranch attached hereto as Exhibit "A", as well as all exhibits and/or attachments to the attached Exhibit "A", and being incorporated herein by this reference in their entirety, are true and correct copies of the amendments, restatements, and/or documents approved and/or adopted in accordance with the terms, conditions, and requirements of the Amended Declaration.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the date and year set forth below.

WITNESSES:

Lora Trowell
Print Name: Lora Trowell

Gina Santiago
Print Name: Gina Santiago

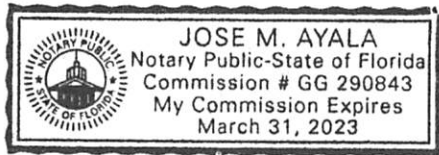
CROSS TIE RANCH HOA, INC., a Florida not for profit corporation

By: Debra L. Hrytzay
Print Name: Debra L. Hrytzay
Title: President

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence this 20th day of September, 2022, by Debra L. Hrytzay (print name) as the President of **CROSS TIE RANCH HOA, INC.**, a Florida not for profit corporation, on behalf of the corporation. She is personally known to me, or as produced as identification.

NOTARY SEAL:



Jose M. Ayala
Notary Public, State of Florida
Print Name: Jose M. Ayala
My Commission No.: GG 290843
My Commission Expires: 3-31-2023

WITNESSES:

Pamela Cox

Print Name: Pamela Cox

Wendy Mc Mahill

Print Name: Wendy Mc Mahill

ATTEST:

By: Patricia F. Purdham

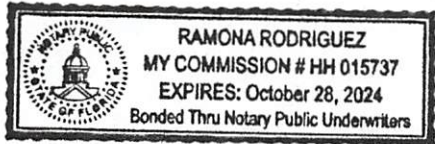
Print Name: Patricia F. Purdham

Title: Secretary

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence this 20th day of September, 2022, by Patricia F. Purdham (print name) as the Secretary of **CROSS TIE RANCH HOA, INC.**, a Florida not for profit corporation, on behalf of the corporation. He She is personally known to me, or as produced as identification.

NOTARY SEAL:



Ramona Rodriguez
Notary Public, State of Florida

Print Name: Ramona Rodriguez

My Commission No.: HH 015737

My Commission Expires: 10/28/2024

This document to be returned to:

Scott D. Newsom, Esq.
Newsom Law, PLLC
P.O. Box 938
Winter Park, FL 32790
407-925-3857

Cross-Reference to Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements of Cross Tie Ranch:
Official Records Book 1326, Page 2038, *et seq.*, Public Records of Lake County, Florida

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
CROSS TIE RANCH**

This Second Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements of Cross Tie Ranch (this "Declaration") is made as of this 29th day of August, 2022.

RECITALS AND DECLARATION

WHEREAS, the Declaration of Covenants, Conditions, Restrictions, and Easements of Cross Tie Ranch was recorded November 23, 1993, in Official Records Book 1261, Page 0251, *et seq.*, Public Records of Lake County, Florida (the "Original Declaration"); and

WHEREAS, the First Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements of Cross Tie Ranch was recorded December 27, 1993, in Official Records Book 1267, Page 0017, *et seq.*, Public Records of Lake County, Florida; and

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements of Cross Tie Ranch was recorded October 31, 1994 in Official Records Book 1326, Page 2038, *et seq.*, Public Records of Lake County, Florida (the "Amended Declaration"); and

WHEREAS, the First Amendment to Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements of Cross Tie Ranch was recorded September 7, 1995 in Official Records Book 1384, Page 0568, *et seq.*, Public Records of Lake County, Florida; and

WHEREAS, an Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements of Cross Tie Ranch was recorded July 16, 2001 in Official Records Book 1974, Page 2000, Public Records of Lake County, Florida; and

WHEREAS, that certain real property located in Lake County, Florida described in the attached Exhibit "A", which is incorporated herein by this reference was made subject to and is bound by the terms, conditions, obligations, covenants, responsibilities, easements, and/or restrictions set forth in the Amended Declaration; and

WHEREAS, Cross Tie Ranch HOA, Inc., a Florida not-for-profit corporation (the "Association"), is the entity responsible to enforce and carry out the terms, conditions, and/or provisions of the Original Declaration and the Amended Declaration, as each has been amended and/or supplemented from time to time; and

WHEREAS, the Association and its membership desire to adopt certain amendments to the Amended Declaration; and

WHEREAS, pursuant to Article VIII, Section 5 of the Amended Declaration, following Turnover (as that term is defined in the Amended Declaration), the Amended Declaration can be amended by the affirmative vote in favor of such amendments by the Owners of at least two-thirds (2/3) of the Lots upon which the Amended Declaration is imposed; and

WHEREAS, Turnover has already occurred; and

WHEREAS, by the adoption of this Declaration, the Association and its membership hereby knowingly and voluntarily ratify governance of the Property described in the attached Exhibit "A" (hereinafter, the "Property"); and

WHEREAS, it is the intention of the Association and its membership by the adoption of this Declaration to restate and replace the Amended Declaration in its entirety; and

WHEREAS, an affirmative vote of at least two-thirds (2/3) of the Lot Owners to amend the Amended Declaration was received and recorded at a meeting of the Association's membership at which a quorum had been established, and such which was duly held on August 29, 2022; and

NOW, THEREFORE, the Property, together with such additions thereto as are hereafter made pursuant to this Declaration, shall be held, conveyed, leased, mortgaged, transferred, sold, occupied, and/or improved subject to and bound by the easements, covenants, terms, conditions, restrictions, provisions, servitudes, charges, obligations, and/or liens set forth in this Declaration.

SUBMISSION

This Declaration is hereby adopted by the Members of Cross Tie Ranch HOA, Inc., a Florida not-for-profit corporation. The land subject to this Declaration and the improvements located thereon have already been submitted to the Amended Declaration. No additional property is being encumbered by this Declaration at this time provided; however, the Association and its membership shall have the right to annex additional property if so desired. The covenants, restrictions, obligations, terms, liens, and/or easements are equitable servitudes and are binding upon and shall inure to the benefit of all parties having any right, title, and/or interest in the Property, and their respective heirs, success, and/or assigns, and shall also inure to the benefit of each Owner thereof. The above recitals and declaration are true and correct, and they form a material part of this Declaration and are incorporated in this Declaration in their entirety by this reference.

DESCRIPTION OF PROPERTY

The land subject to and bound by this Declaration is the Property located in Lake County, Florida as more particularly described on the attached Exhibit "A", which is incorporated herein by this reference. The Property is intended to be a rural equestrian community.

ARTICLE I Definitions

In addition to the terms that may be defined elsewhere in this Declaration, all capitalized terms herein shall have the following meanings and/or definitions:

Section 1. "Architectural Review Committee" or "ARC" means that certain permanent committee appointed by the Board of Directors of the Association created for the purpose of establishing and enforcing criteria for the construction and maintenance of improvements upon the Lots and the Property.

Section 2. "Additional Property" means any additional real property which is subjected to the terms and provisions of this Declaration by Supplemental Declaration, and which shall then be included in the term "Property" as defined herein, and shall include additional or subsequent phases to the Cross Tie Ranch subdivision, if any.

Section 3. "Association" means Cross Tie Ranch HOA, Inc., a not-for profit corporation organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 4. "Board" or "Board of Directors" means the Board of Directors of the Association.

Section 5. "Common Area" or "Common Areas" means all real property and personal property now or hereafter owned by the Association that is intended and used for the

common use, enjoyment and benefit of the Owners and their respective families, guests, invitees, and/or tenants. The Common Areas owned and maintained by the Association shall include all fixtures, facilities, improvements, and common property related thereto and any easements owned or leased for the benefit of the Owners and designated as Common Area on the recorded plats. Common Areas shall include all real property interests designated as common area on any plat of the Property that has been dedicated to and/or intended to be owned by the Association.

Section 6. "Lot" means any plot of land shown upon any recorded subdivision map or plat of the Property, together with all improvements thereon, with the exception of the Common Area.

Section 7. "Member" means those persons entitled to membership in the Association as provided in this Declaration and/or the Articles of Incorporation or Bylaws of the Association. Where there are multiple owners of any one Lot, each of such Owners shall be a Member of the Association.

Section 8. "Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, including contract sellers, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

Section 9. "Person" means any natural person or artificial legal entity.

Section 10. "Planned Unit Development" means the Planned Unit Development ("PUD") Ordinance for Cross Tie Ranch adopted by the Board of County Commissioners of Lake County, Florida, as same may be amended from time to time.

Section 11. "Property" or "Properties" means that certain parcel of real property described in Exhibit "A" attached hereto and incorporated herein by reference, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association and/or added by Supplemental Declaration to this Declaration.

Section 12. "Recorded" means filed for record in the Public Records of Lake County, Florida.

Section 13. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

Section 14. "Supplemental Declaration" means an instrument executed and recorded by the Association for the purpose of subjecting Additional Property or subsequent or

additional phases of Cross Tie Ranch to this Declaration, which may modify or extend the provisions of the Declaration with respect to such Additional Property or additional phases.

Section 15. "Articles" means the Articles of Incorporation of the Association, as they may be amended and/or modified from time to time.

Section 16. "Bylaws" means the Bylaws of the Association, as they may be amended and/or modified from time to time.

Section 17. "Act" means Chapter 720 of the Florida Statutes (2021), as it may be amended and/or renumbered from time to time.

Section 18. "County" means Lake County, Florida.

Section 19. "Declaration" means this Second Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements of Cross Tie Ranch.

Section 20. "Governing Documents" shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, and any policies adopted by the Association, as each may be amended and/or modified from time to time.

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment: Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to levy annual and special assessments and other fees for the construction, beautification, and maintenance of the Common Area.
- (b) The right of the Association to suspend the voting rights of an Owner and the rights of an Owner to use the Common Area for any period during which any assessment against that Owner's Lot remains unpaid, and for a period not to exceed ninety (90) days for any infraction of the Association's Governing Documents. Notwithstanding anything contained herein to the contrary, assessments shall continue during any suspension period.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. Any such dedication or transfer must be approved by a majority of the Members. No

such dedication or transfer shall be effective unless an instrument evidencing such dedication or transfer has been recorded in the public records of the County.

- (d) The right of the Association to adopt, impose, and/or enforce rules and regulations governing the use and/or enjoyment of the Common Area.
- (e) The right of the Association to modify, improve, repair, reconstruct, and/or change the Common Area.
- (f) An Owner relinquishes that Owner's right to use the Common Area during the time that the Owner has rented and/or leased that Owner's Lot.
- (g) Easements, restrictions, reservations, conditions, limitations, and declarations of record, now or hereafter existing, the provisions of this Declaration, and/or any Governing Documents, as amended or supplemented from time to time.

Section 2. Delegation of Use: Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and any facilities thereon to the members of that Owner's family, tenants, or contract purchasers, provided the foregoing actually reside upon such Owner's Lot. Such delegation shall not abrogate the duty of any Owner to pay assessments as provided in Article IV of this Declaration, nor relieve such Owner of the responsibility and/or liability for the actions of such family, tenants, and/or contract purchasers.

Section 3. Common Area and Related Facilities: All facilities located upon the Common Area shall be available for the enjoyment and benefit to the Owners and their families, with guests or tenants shall be subject to and in accordance with any user fees or changes as established and determined by the Association to pay for the operation, maintenance, replacement, and/or repair of the facilities. Payment of the assessments described in Article IV of this Declaration shall entitle an Owner use only as intended and restricted. The Association, through the Board, may establish reasonable rules and regulations regarding the use of said facilities and/or any portion of the Common Area.

Section 4. Use of Common Area: No Owner may plant or garden, nor erect fences, hedges, walls or other improvements upon the Common Area without the prior written approval of the Association and/or the Board. No portion of the Common Areas may be obstructed, encumbered, and/or used by any Owners, family members, tenants, visitors, invitees, and/or guests for any purpose than as designed and/or as permitted by the Association.

Section 5. Rules and Regulations: The Association, through the Board, shall have the right to establish and promulgate reasonable rules and regulations regarding use of the Common Areas and any of the common property and/or facilities located thereon.

Section 6. General: The Common Areas shall be operated, maintained, and administered by the Association as part of the common expenses. The Association does not make any representation concerning the current or future water levels of any retention/detention area that is or may be part of the Surface Water or Stormwater Management System. The Association does not have any responsibility to attempt to adjust or modify the water levels since such levels are subject to seasonal groundwater and rainfall fluctuations that are beyond the control of the Association.

Section 7. Assumption of Risk: Each Owner hereby accepts and assumes all risk and/or responsibility for noise, liability, injury, property damage, and/or damage of any kind connected with and/or arising from the use of any portion of the Common Area. Each Person hereby knowingly and voluntarily expressly indemnifies and agrees to hold harmless the Association, and its officers and directors, from any and all damages of any kind, whether direct or consequential, arising from, related to, and/or in any way associated with the Person's use of any portion of the Common Area. Without limiting the foregoing, all Persons using and/or entering upon any portion of the Common Area, do so at their own risk. All Owners acknowledge, understand, and agree that the Common Areas and/or any portion of the Property may contain wildlife, such as, but not limited to, insects, alligators, raccoons, and snakes. The Association has no responsibility and/or liability of any kind for monitoring such wildlife and/or notifying any Owner and/or Person of the presence of such wildlife. Each Owner and that Owner's family members, tenants, guests, invitees, and/or visitors are solely responsible for their own safety.

ARTICLE III **Membership and Voting Rights**

Section 1. Membership: Each Owner shall be a Member of the Association. No Person who holds an interest in a Lot only as security for the performance of an obligation shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, the ownership of any Lot. There shall be one (1) vote appurtenant to each Lot. The transfer, conveyance, and/or sale of the fee simple title to a Lot, whether voluntary or by operation of law, automatically terminating an Owner's title to that Lot, shall serve to automatically terminate the rights to use and enjoy the Common Area and shall also automatically terminate such Owner's membership in the Association with respect to such Lot. An Owner's rights, duties, and privileges under this Declaration are not assignable separately from a Lot. The record title owner of a Lot is entitled to the benefits of, and is burdened with, the duties, responsibilities, and/or obligations set forth in this Declaration. Each Person acquiring any right, title, and/or interest in and/or to any Lot shall be fully bound by the provisions, terms, and/or covenants of this Declaration. In the event that an Owner is other than a natural person, that Owner shall, prior to any occupancy of the Lot, designate one (1) or more natural persons who are to be the occupants of the Lot and shall register such natural persons with the Association. All provisions of this Declaration and/or any of the Governing

Documents shall apply to both such Owner and the designated occupants of that Lot. In the event more than (1) Person is a record owner of fee simple title to a Lot, each such Person shall be a Member of the Association, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting: For the purposes of voting and/or determining who may exercise the voting interest associated with each Lot, the following shall govern:

- (a) Lot Owned by Legally Married Couple: Either spouse, but not both, may cast the voting interest with respect to the Lot. In the event that the spouses cannot agree on how to cast the vote, neither may exercise the voting interest for that Lot.
- (b) Trusts: In the event that a trust owns a Lot, the Association shall have no obligation of any kind to review the trust agreement with respect to such trust. As an illustration, but not as any kind of limitation, if the Lot is owned by John Smith, as Trustee, John Smith shall be deemed the Owner of the Lot for all Association purposes, including voting. If the Lot is owned by John Smith as Trustee for the Jane Doe Trust, then John Smith shall be deemed the Member with respect to the Lot for all Association purposes. If the Lot is owned by Jane Doe Trust, and the deed to that Lot does not reference a trustee, then Jane Doe shall be deemed to be the Member with respect to the Lot for all Association purposes. If the Lot is owned by Smith Family Trust, the Smith Family Trust may not exercise its voting interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonable acceptable to the Association, the identification of the person who should be treated as the Member with respect to the Lot for all Association purposes, including voting. If John Smith and Jane Doe, as Trustees, hold title to a Lot, either trustee may exercise the voting interest associated with that Lot. In the event of a conflict between the trustees, the voting interest for that Lot cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the voting interest with respect to that Lot shall be final.
- (c) Corporations: If a Lot is owned by a corporation or limited liability company, the corporation or limited liability company, as applicable, shall designate a person, an officer, member, manager, employee, or agent who shall be treated as the Member who can exercise the voting interest associated with that Lot.
- (d) Partnerships: If a Lot is owned by a limited partnership, any one of the general partners may exercise the voting interest associated with that Lot. If a Lot is owned by a general partnership, any one of the general partners may exercise the voting interest associated with that Lot. In the event of a conflict among general partners who are entitled to exercise or cast a voting interest, the voting interest for that Lot cannot be exercised.

- (e) **Multiple Individuals:** If a Lot is owned by more than one (1) individual, any one of such individuals may exercise the voting interest with respect to that Lot. In the event that there is a conflict among such individuals, the voting interest for such Lot cannot be exercised.
- (f) The Association may act in reliance upon any writing and/or instrument or signature, whether original or by Electronic Transmission, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any Person purporting to give any writing, notice, advice, and/or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability and/or obligation with respect to the exercise of voting interest, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted and/or denied any Person the right to exercise a voting interest. In addition, the Board may impose additional requirements respecting the exercise of voting interests, including without limitation, the requirement and/or execution of a voting certificate to be kept on file with respect to the identity of the Person authorized to cast the voting interest applicable to a Lot.
- (g) The voting interest of each Lot must be cast as a whole. No voting interest of any Lot may be split into fractions.
- (h) Cumulative voting shall not be permitted.
- (i) In the event that an Owner is the record owner of fee simple title to more than one (1) Lot, that Owner shall have and be able to cast one (1) vote for each Lot owned, subject to the terms and conditions of the Governing Documents.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. General: Each Owner of a Lot, by acceptance of a deed and/or instrument of conveyance for the acquisition of title in any manner, whether or not so expressed in the deed, including any purchaser at a judicial sale, shall be deemed to have knowingly covenanted and agreed to pay to the Association at the time and in the manner required by the Board, such assessments or charges as are fixed, adopted, imposed, established, and/or collected from time to time by the Association (collectively, the "Assessments").

Section 2. Purpose of Assessments: The Assessments levied by the Association shall be used for the improvement, repair, and maintenance of the Common Area, to provide services which the Association is authorized or required to provide pursuant to the Governing Documents, to provide for the operation of the Association, and for any other purpose permitted under Florida law.

Section 3. Types of Assessments: Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

- (a) Any periodic assessment (on such frequency as determined by the Board, in its sole and absolute discretion, or charge for the purpose of operating the Association and accomplishing any and all of the Association's purposes as determined in accordance with this Declaration, including without limitation, payment of the Association's operating expenses and to pay for any deficits from prior years' operation (the "Annual Assessments"). As of January 1, 2022, the Annual Assessments are Eight Hundred Seventy-Two and No/100 Dollars (\$872.00) per Lot;
- (b) Any special assessments for capital improvements, major repairs, emergencies, and/or nonrecurring expenses incurred by the Association (the "Special Assessments"). Any Special Assessments must first be approved by a majority of those Lots voting in person or by proxy at a meeting of the Association's membership duly called for this purpose and at which a quorum has been achieved. Any Special Assessments shall only be applicable for the purpose so approved by the Members and will no longer be valid after the period agreed upon as part of such vote;
- (c) Any specific fees, dues, and/or charges to be paid for any special services, for any special or personal use of any portion of the Common Areas, and/or to reimburse the Association for the expenses incurred in connection with such service and/or use (the "Use Fees"). The Board shall have the authority to adopt, impose, and/or collect any such Use Fees;
- (d) An assessment equal to the amount of the then-current Annual Assessment shall be collected from each purchaser upon every subsequent conveyance of an ownership interest in a Lot by an Owner (the "Capital Contribution"). The Board, in its sole discretion and authority, may increase or decrease the amount of the Capital Contribution on an annual basis without any amendment to and/or of this Declaration being necessary. The Capital Contribution shall not be applicable to conveyances from or to the Association. The funds derived from the Capital Contribution are income to the Association and shall be used at the discretion of the Board for any purpose, including without limitation, existing and future operating expenses, capital improvements, support costs, and/or administrative costs; and
- (e) Any specific assessment for costs incurred by the Association, or charges, fees, and/or fines levied against a specific Lot or Lots, and/or the record title owner(s) thereof, which amounts are by their nature applicable only to one (1) or more Lots, but less than all the Lots within the Property (the "Individual Assessments"). The Board shall have the authority to adopt, impose, and/or collect any such Individual Assessments.

Section 4. Uniform Rate of Assessment: Both Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semi-annual, or annual basis as determined by the Board of Directors in its sole and absolute discretion.

Section 5. Date of Commencement of Annual Assessments: The Annual Assessments shall be levied on a calendar year basis and shall be payable in advance. The Board of Directors shall fix the amount of the Annual Assessments against each Lot at least thirty (30) days in advance of the commencement of each Annual Assessments period. Written notice of Annual Assessments shall be sent to every Owner subject thereto. The Annual Assessments shall be paid in equal installments at such times and/or in such manner as the Board shall determine. The Annual Assessments for a calendar year may be increased up to ten percent (10%) above the prior year's Annual Assessments by the Board alone without a vote of the Association's membership being necessary. The Annual Assessments for a calendar year may be increased more than ten percent (10%) above the prior year's Annual Assessments if such increase is approved by the affirmative vote of at least a majority of those Lots voting in person or by proxy at a meeting of the Association's membership duly called for this purpose and at which a quorum has been achieved.

Section 6. Creation of the Lien and Personal Obligation: Each Owner, by acceptance of a deed and/or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or any other charges and fees set forth in this Declaration, together with interest, late fees, costs, and/or reasonable attorneys' fees and paraprofessional fees at all levels of proceedings, including without limitation, appeals, collections, and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering that Lot and all person property located thereon owned by the Owner against whom each such Assessments are made. The Association's lien is effective from and after recording a claim of lien in the public records of the County, but shall relate back to the date that the Original Declaration was recorded. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied of record. Assessments, together, with interest, late fees, costs, and/or reasonable attorneys' fees and paraprofessional fees at all levels of proceedings, including without limitation, appeals, collections, and bankruptcy, shall also be the personal obligation of the Person that was the record title owner of the Lot at the time when the Assessments became due, as well as the personal obligation of such record title owner's heirs, devisees, personal representatives, successors, and/or assigns.

Section 7. Subordination of Lien to Mortgages: The Association's lien for Assessments shall be subordinate to: (i) the liens of all taxes, bonds, assessments, and other governmental levies which by law would be superior; and (ii) the lien or charge of a bona fide first mortgage held by a lender on any Lot, if that first mortgage is recorded in the public records of the County prior to the recording of the Association's claim of lien. The Association's lien for Assessments shall not be affected by any sale, transfer, and/or conveyance of a Lot; provided, however, in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a lender, in which event, the acquirer of title, its successors and/or

assigns, shall remain liable for Assessments which became due prior to such sale and/or transfer to the extent provided in the Act. Any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessment to all Owners as part of the Association's operating expenses. Any sale or transfer of a Lot pursuant to foreclosure (or by deed in lieu of foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing contained in this Declaration shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association: If any Assessments of any type and/or installments of any Assessments, are not paid within thirty (30) days from the first day of the quarter, or such other period of time that may be established by the Board in the Board's sole discretion from time to time, after the due date, a late fee of Ten and No/100 Dollars (\$10.00) per month, or such greater amount as may be established by the Board in its sole and absolute discretion from time to time, together with interest in an amount equal to the maximum rate allowable by law, per annum, beginning from the original due date until paid in full, may be levied and the Association shall be entitled to collect. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may bring: (i) an action at law against the Owner personally obligated to pay such Assessments; (ii) an action to foreclosure the Association's claim of lien that has been recorded against the Lot; or (iii) both an action at law and an action to foreclose the Association's claim of lien. The Association shall not be required to bring any such action if the Association believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessments all costs expended in preserving the priority of the lien and all costs and expenses of collection of any delinquent Assessments, including without limitation, attorneys' fees and paraprofessional fees, at all levels of proceedings, including without limitation, appeals, collection, and/or bankruptcy. No Owner may waive and/or otherwise escape liability for Assessments provided for in this Declaration by the non-use of and/or the waiver of the right to use the Common Areas and/or by the abandonment of that Owner's Lot. Payments received by the Association shall be applied to an account in accordance with the Act. The Association, through the Board, shall have the right, authority, and power to bid at a foreclosure sale and to acquire, hold, lease, rent use, encumber, and otherwise deal with the Lot as the record owner thereof. Notwithstanding anything to the contrary in the Governing Documents, the Association shall not be responsible for the payment of any Assessments of any type, and in the event the Association takes title to a Lot, any Assessments imposed and/or charged to that Lot shall be part of the Association's operating expenses.

Section 9. Estoppel Certificates: No Owner shall sell, transfer, and/or convey that Owner's interest in a Lot unless any and all monetary obligations due to the Association have been paid in full and an estoppel certificate shall have been received from the Association by such Owner. The Association shall, upon written request, and for a reasonable charge that is not to exceed what is permitted by the Act, furnish a certificate signed by an officer and/or duly designated agent of the Association setting forth whether

the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

ARTICLE V

Architectural Control

Section 1. Architectural Control: It is the intent of the Association to create upon the Property a residential community of high quality and harmonious improvements. In addition, the Property is intended to be a rural equestrian community. Accordingly, no building, landscaping, fence, wall, improvement, sign, and/or structure of any type shall be commenced, erected, installed, constructed, applied, and/or maintained upon any portion of a Lot, nor shall any exterior addition to or change or alteration of any kind be made to any Lot until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials, color, landscaping and location of the same shall have been submitted to, and approved in writing by, the Architectural Review Committee. The membership of the ARC shall be appointed by the Board of Directors and shall serve at the pleasure of the Board. The Board shall have the authority to adopt, modify, amend, retract, and/or impose architectural guidelines.

General, regular maintenance that does not change the original intent of the dwelling, accessory structures, landscaping, or any prior-approved additions or alterations are excluded from the process of submitting a request to the ARC. As examples, but not as any type of limitation on the Association and/or ARC, re-sodding, pruning, refreshing flower beds, painting to match original colors, and cleaning would be excluded.

Submitted plans shall be in compliance with all specifications detailed in Article VII of this Declaration, any adopted architectural guidelines, and meet with the Architectural Review Committee's criteria for harmony of exterior design, location in relation to the surrounding structures and topography, and consistency with the over-all scheme of development of the Property. All plans must also be in compliance with all zoning, building, and land use law, ordinance or regulations of Lake County, Florida and/or the State of Florida, as applicable.

Architectural Review Committee and/or the Association's designee shall have the right and authority to inspect construction in progress to verify compliance with approved plans.

Section 2. Submittal Requirements: Prior to commencement of any construction, modification, alteration, change, placement, and/or installation on a Lot, the Owner of that Lot shall submit to the Architectural Review Committee, for review and approval, the following:

- (a) A site plan showing adjacent streets, property lines, lot size, street name(s) and number(s), drainage and other easements, building locations with dimensions, square footage (living area, garage area, pool, deck, screen closure, etc.)

setbacks, ancillary structures with square footage and setbacks, driveway(s), utility services, mechanical equipment, wells and septic systems, existing trees and proposed fences, walls, exterior lighting, lamp posts (including type), and screening for any of the above.

- (b) A landscape plan showing building(s), property lines, existing trees and method of preservation and protection during construction, existing trees to be removed, existing and proposed topography, spot elevation, drainage plans, run-off flow arrows, overall planting plan (including proposed trees, palms, shrubs, ground cover, and grass to be used), paving plan (concrete cement driveways only), irrigation system and equipment, and proposed walls and fencing.
- (c) Architectural plans showing (i) the building(s), foundation and floor plan(s), with dimensions to a scale of $\frac{1}{4}''=1'0''$; (ii) roof framing detail and typical wall section(s) and proposed insulation, at an appropriate scale; and (iii) exterior elevation plan showing all four elevations, overall building height, roof pitch, windows, doors, materials and colors to be used on walls, trim, and roof, and all proposed walls and fences, drawn to scale of $\frac{1}{4}''=1'0''$.
- (d) Samples (or full descriptions, color codes, photographs, printed materials) of all exterior materials and colors shall be submitted with plans.

Section 3. Review Procedure: The Architectural Review Committee must approve all plans prior to application for a building permit with the County. The Architectural Review Committee shall review all submitted materials and return one (1) set with appropriate comments within forty-five (45) days of the ARC's receipt of all required information. If revision is necessary, the Owner must submit the revised plans to the Architectural Review Committee for supplemental review.

The Architectural Review Committee shall review the supplemental plans to ensure that required changes have been incorporated into the plans. Within forty-five (45) days of receipt of the supplemental plans, the Architectural Review Committee shall notify the submitting Owner in writing whether or not the plans are approved. One (1) set of the plans shall become the property of the Association and the other set shall be returned to the Owner, with appropriate signatures if approved. Approval shall not be unreasonably withheld; provided; however, the determination of the Architectural Review Committee shall be final and binding upon the applicant, his heirs, successors and assigns.

Any specific variances and/or modifications to the ARC guidelines and/or the requirements of the Governing Documents with respect to this Article V, if recommended by the Architectural Review Committee, must then be approved by the Board of Directors. Owners may submit a "Request for Variance" if their plans do not meet the current architectural guidelines and/or standards. However, the Association, the Board and/or the ARC have absolutely no obligation to approve any such requests and/or variances and such approval shall strictly be in the sole discretion of the ARC and/or the Board. If the variance being requested impacts immediately adjacent Lots, the requesting Owner shall be

required to also submit an "Adjacent Property Approval" form to the ARC. The ARC has forty-five (45) days from resubmission to either approve or deny the request. All requests for any type of variance from an Owner must still comply with the applicable building and/or zoning codes of the County.

Notwithstanding anything to the contrary in this Declaration and/or any other Governing Documents, no submittal to the ARC will be considered unless the subject Lot is in good standing with the Association, no Assessments are in a delinquent status, and/or there are no pending violations on the subject Lot (other than as may be related to the proposed repairs and/or modification). Notwithstanding anything to the contrary in this Declaration, the time periods described in this Section 3 shall not begin to run unless the subject Lot is in good standing with the Association, no Assessments are in a delinquent status, and/or there are no pending violations on the subject Lot (other than as may be related to the proposed repairs and/or modification).

Section 4. Disapproval: In the event of disapproval of the plan and specifications as submitted, no work, installation, improvement, placement, and/or construction of any type shall be commenced and/or maintained on the subject Lot. If any improvements, changes, and/or modifications, shall be constructed, placed, and/or installed on a Lot without the prior written approval of the Architectural Review Committee, the Owner of that Lot shall, upon demand of the Association, cause such improvements and/or work to be completely removed and the Lot restored to its previous condition at that Owners sole cost and expense. In the event the Owner shall fail to comply within thirty (30) days of written notice, the Association shall have the right, through its agents and employees, to cause legal action against the Owner to remove such unauthorized improvement, work, installation, change, and/or modification at that Owner's sole cost and expense, including without limitation, any costs or fees incurred by the Association. Any such costs or fees incurred by the Association shall be an Individual Assessment, and subject to collection in accordance with this Declaration.

Section 5. Limitation of Liability: Neither the Architectural Review Committee, the Board of Directors, the Association, nor any Person and/or agent acting on behalf of any of them, shall be responsible or liable for any costs, loss, and/or damages of any type incurred by any Owner or any other party due to mistakes or errors in judgment or any action of the Architectural Review Committee in connection with the approval or the disapproval of any plans or designs, nor any loss or damages arising from defects in any plans or specifications, structural inadequacies, lack of safety features, unstable soil condition or erosion, construction errors or non-compliance with any zoning, building or land use law, ordinance or regulation.

ARTICLE VI **Exterior Maintenance**

Section 1. Maintenance of Lot and Premises: Each Lot Owner shall be responsible for the maintenance and repair of that Owner's Lot and/or any improvements located on that

Lot. Any and all such maintenance, repair, and/or replacement shall be at that Owners sole and absolute expense. Owners shall keep lawns mowed, shrubs and bushes trimmed, debris removed, and all buildings and other exterior improvements in good condition and repair in keeping with the standards of the community.

In the event an Owner of any Lot in the Property shall fail to properly maintain the Lot and/or any improvements located on that Lot, and after a thirty (30) day notice by the Board of Directors and/or the Association's designee to the Owner of that Lot of the maintenance and/or repair deficiencies, the Association shall have the right, through its agents and employees, to perform self-help and enter upon said Lot, to repair, maintain, mow, cut, clear, prune, remove, and/or restore the Lot and/or any improvements located thereon.

Each Owner, on behalf of the Owner and that Owner's family members, tenants, occupants, and/or invitees, knowingly and voluntarily agree that the entry upon that Owner's Lot for such corrective purposes shall not be considered and/or shall constitute any type of trespass, whether civil and/or criminal. Each Owner hereby knowingly and voluntarily grants the Association and/or the Association's designated agents and vendors a non-exclusive easement for right of entry onto that Owner's Lot for such corrective purposes.

Any costs, expenses, invoices, and/or charges incurred by the Association in carrying out the corrective work, repairs, maintenance, and/or self-help described in this Article VI shall be an Individual Assessment and subject to collection in accordance with Article IV of this Declaration.

ARTICLE VII

General Restrictions

Section 1. Use Restrictions: Each Lot is to be used for residential purposes. No commercial and/or business activity shall be conducted on any Lot. Notwithstanding the foregoing, and subject to applicable statutes, rules, regulations, and ordinances, an Owner may maintain a home business office on a Lot for such Owner's personal use; provided, however, business invitees, customers, employees, and/or clients shall not be permitted to meet with an Owner on a Lot unless the Board provides otherwise in any rules and regulations that may be adopted from time to time. No solicitors of a commercial nature shall be allowed within the Property without the prior written consent of the Association, through the Board. No nuisance and/or any use or practice that is the source of unreasonable annoyance to others or which interferes in any way with the peaceful possession and use of the Property shall be permitted.

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Lots within the Property, the leasing and/or rental of Lots, including without limitation any home located on a Lot, shall be subject to the prior written approval of the Association's Board of Directors.

Lots may be leased, licensed, and/or occupied only in their entirety and no fraction and/or portion of any Lot may be rented at any time. No bed and breakfast facility may be operated out of a home on a Lot. Individual rooms of a home on a Lot may not be leased at any time. No transient

tenants may be accommodated in and/or on any Lot. Rent sharing and/or subleasing are prohibited at all times. All leases or occupancy agreements (collectively, a "Lease Agreement") for any Lot and/or any home on a Lot must be in writing, and a copy of each such Lease Agreement must be provided to the Association in advance of the start of the rental term. No Lease Agreement shall be for a term of less than twelve (12) consecutive months.

Should an Owner wish to lease and/or rent that Owner's Lot, the Owner must furnish the Association and/or the Association's designee with a copy of the proposed Lease Agreement, as well as the name of the proposed lessee, as well as all proposed occupants. The Association, through its Board of Directors, shall have thirty (30) days from the receipt of the notice and Lease Agreement within which to approve or disapprove of the proposed Lease Agreement, the proposed lessees and/or occupants. The Association shall give the Owner written notice of the Association's decision within said period. Failure to notify the Owner shall be deemed an approval.

No tenant shall have voting rights of any kind in and/or for the Association. Notwithstanding anything to the contrary in this Declaration and/or any Governing Documents, corporate entities of any type (for example, corporation, limited liability company) must own the subject Lot for at least twelve (12) months prior to being able to lease and/or rent that Lot. Any rental request and/or submission prior that twelve (12) month time period shall automatically be considered to be null and void and of no consequence. The Association shall not be required to provide a response and/or denial for any such rental application and/or notice as the proposed leasing and/or rental is void to begin with.

Notwithstanding anything to the contrary in this Declaration and/or any Governing Documents, in no event shall more than twelve (12) Lots be rented and/or leased at any given time. The purpose for this restriction on the maximum number of rented and/or leased Lots within the Property at any given time is to ensure that the community is comprised of primarily Owner-occupied Lots, as that promotes a sense of community, unity, and mutual desire for the best interests of the Property as a whole. Notwithstanding anything to the contrary in this Declaration, this restriction shall not apply to any Lot owned, purchased, and/or acquired by the Association, which shall continue to have the absolute right to lease and/or rent any such unit despite the cap and/or limit set forth herein. Notwithstanding anything to the contrary in this Declaration, the Association, through its Board of Directors, shall have the authority, but is in no event required and/or obligated, to grant limited hardship exceptions to the rental cap and/or limitation set forth in this Declaration, if the inability to lease and/or rent the Lot would result in a significant hardship to the Owner and the Owner is able to provide sufficient evidence of such significant hardship to the Board of Directors. In the event a hardship exception is granted by the Association, all other leasing and/or rental requirements shall apply as set forth in this Declaration.

Section 2. Dwelling Size and Building Restrictions:

Dwelling Size: No single-family residence shall be constructed on a lot with a living area which is less than the minimum square footage designated below:

<u>Lot Size</u>	<u>Minimum Square Footage</u>
1 Acre	2,200 square feet

2 Acres	2,400 square feet
3 Acres	2,750 square feet

The floor space within the garage, breezeway, porch, unfinished storage, or utility room shall not be included in the living area for the purpose of determining the minimum allowable square footage. No building shall exceed 40 feet in height.

Government Zoning Regulations: The construction of all dwellings and accessory structures erected on the Property must fully comply with all the building and zoning regulations pertinent thereto in the Code of Ordinances of Lake County. The setbacks listed in this document are established minimums. County setbacks may exceed the setbacks outlined in this document. If County setback are less than those presented in this document, the greater setback shall prevail.

Setbacks: The construction of all dwellings and accessory structures shall be set back from the boundary lines of all Lots in accordance with the following requirements:

Dwelling Minimum Setbacks: The construction of all Principal Dwelling Unit and Accessory Dwelling Unit shall be set back from the boundary lines of all Lots in accordance with the following requirements:

<u>Lot Size</u>	<u>Front</u>	<u>Rear</u>	<u>Side</u>
1 Acre	100'	50'	35'
2 Acres	100'	50'	35'
4 Acres	120'	50'	35'

Accessory Minimum Setbacks: The construction of all Non-Permanent Structures, Temporary Structures, and Permanent Structures shall be set back from the boundary lines of all Lots in accordance with the following requirements:

<u>Lot Side</u>	<u>Front</u>	<u>Rear</u>	<u>Side</u>
1 Acre	120'	25'	25'
2 Acres	130'	35'	35'
4 Acres	140'	45'	45'

- No more than one (1) Principal Dwelling Unit and one (1) Accessory Dwelling Unit Shall be permitted on any Lot of Record, or legally created Lot. A lot of parcel of land containing an Accessory Dwelling Unit shall be occupied by the owner of the premises, and the owner may live in either the Accessory Dwelling Unit or the principal Dwelling Unit. Prior to the date a Building Permit is issued for an Accessory Dwelling Unit or prior to the use of an existing Structure as an Accessory Dwelling Unit, the Owner Shall execute and the County Manager or designee Shall record in the public records of Lake County, Florida, at the Owner's expense, a legal document that requires the Principal Dwelling and the Accessory Dwelling to remain in the same ownership. and limiting occupancy of either the Principal Dwelling Unit or the Accessory Dwelling Unit to the owner of the property. Proof that such restrictions has been recorded shall be provided to the County Manager, or designee, prior to issuance of the occupancy permit for the Accessory Dwelling Unit.

- An Accessory Dwellings Unit may be attached to a Principal Dwelling or a stand-alone building.
- An Accessory Dwelling Unit Shall not exceed one thousand two hundred (1,200) square feet or forty (40) percent (40%) of the air conditioned, enclosed living area of the Principal Dwelling Unit (excludes garages, patios, porches and the like), whichever is greater.
- The Accessory Dwelling Unit Shall be located and designed not to interfere with the appearance of the Principal Dwelling as a one-family Dwelling Unit. The Accessory Dwelling Unit Shall be the same architectural style as the Principal Dwelling Unit.
- The Principal Dwelling Unit and the Accessory Dwelling Unit shall share a common driveway access to the Accessory Dwelling Unit is from the same right-of-way or easement.

The BOD on the Association's behalf, may acquire the use of common lands within the Cross Tie Ranch subdivision or through the purchase of additional land outside the subdivision for the purpose of creating and building stables and riding facilities for the residents of Cross Tie Ranch subject to plan, purchase, and acquisition approval by a majority vote of the members of Cross Tie Ranch.

Improvements: Construction of any structure shall be completed within twelve (12) months from commencement of the construction. As to all Lots, residences shall have finished walls, ceiling, and floor, and shall be insulated and centrally air conditioned and heated. No window heating and air conditioning units are allowed.

Roof: Roof slope shall not be less than 5/12" pitch on any dwelling and not less than 3/12" pitch on any accessory building. Roof covering shall be a long life, architectural style asphalt shingle, tile or enamel-metal type roofing material. The Architectural Review Committee may approve plans which include small sections of roof which are less than 5/12" pitch if it deems such variance to be appropriate within the overall architectural design.

Building Materials and Exterior Finishes: Exterior surfaces and finishes of buildings and structures shall be attractive long life residential style finishes and shall consist only of finished materials including, but not limited to painted stucco, brick, architectural concrete block, wood, glass, stone, painted siding, or high-quality vinyl materials, or combinations thereof.

No color shall be applied to any exterior of any structure that is not in keeping with locally accepted customs in quality residential developments. No building shall be erected of second-hand materials (reclaimed brick is excluded), nor shall any old building or portion thereof be moved to or placed on any Lot.

Well: Each dwelling upon a Lot shall be serviced by a potable water well with a minimum submersible motor size of two (2) horsepower and shall be capable of delivering a minimum of sixty (60) gallons per minute. Water tanks shall be located in the garage or screened from view by landscaping or other approved materials. The well shall be installed by a qualified, licensed well drilling contractor.

Septic Tank: Each dwelling upon a Lot shall be serviced by one or more approved septic tank and drain field system(s) for treating the dwelling wastewater. The septic tank system(s) shall be installed by a qualified, licensed septic tank contractor. No privy vault or outhouse shall be used on any Lot except during construction.

Fire Sprinklers: Every dwelling, including attached accessory structures, shall be constructed with residential grade (NFPA-13D) fire sprinkler systems. All work shall be performed by a qualified, licensed fire sprinkler contractor and shall conform to all applicable codes.

Section 3. Garages: All garages shall be enclosed and shall be side or rear entry design only. No garage door opening shall face any street. Garages shall be adequate to house at least two (2) standard-sized vehicles. All garage doors shall be maintained in a useful condition and shall be kept closed when not in use. No garage shall be converted into a general living area.

Section 4. Swimming Pools: All swimming pools must be enclosed or secured by screens or fences as may be required by governmental rule or regulation or zoning ordinances. No above-ground swimming pools shall be permitted. All swimming pools, hot tubs, spas, and/or equipment installed require the prior written approval of the ARC as set forth in this Declaration.

Section 5. Lawns: All front and side yards shall be sodded or seeded with grass and serviced by a permanent yard sprinkler system that services a minimum of one (1) acre.

Section 6. Stables: All stables, horse stalls, or pole barns which are permitted to be constructed upon any Lot, in accordance with the restrictions and requirements outlined in this document. Stables shall be enclosed and shall be constructed to house not more than three (3) horses, except that any Lot consisting of ten (10) acres or more shall be permitted the number of stalls as may be allowed by local government ordinances, rules, or regulations. Stables shall be permitted only on lots having a Lot size of four (4) acres or more.

Any permitted stables shall be constructed behind the respective dwelling and shall be a minimum of seventy-five feet (75') from any property line. No stable located upon any Lot shall be constructed prior to commencement of construction of the dwelling. Stables which may be constructed upon any Lot shall be as permitted by zoning laws or county ordinances.

No commercial stables may be built by homeowners (for the purposes of boarding, renting, training or any activity involving horses other than for personal use are permitted.

Section 7. Temporary Structures: No structure of a temporary character, including any mobile home, trailer, outbuilding, tent, shack, garage, or other such building shall be placed upon the Properties or Additional Property at any time, provided; however, this prohibition shall not apply to shelters used by a contractor of the Association or the Lot Owner during construction and further, that temporary shelters may not at any time be used as residences or permitted to remain on the Properties after completion of construction.

Non-permanent structures which may be constructed upon any Lot shall be as permitted by zoning laws or county ordinances and shall meet Association setbacks. All Non-Permanent structures on any Lot must first be approved by the Architectural Review Committee as to height, size, location, direction, materials, and design. Notwithstanding anything to the contrary in this Declaration, no garden shed and/or utility shed shall exceed one hundred fifty (150) square feet in size.

Section 8. Animals: No animals, except for horses and a reasonable number of household pets, as may be established by the Association through its Board of Directors, shall be kept on the Lots or on the Properties. Dogs shall not be allowed off the premises of an Owner's Lot except on a leash. Horses, not to exceed three (3) in number, may be kept on Lots of four (4) acres or more, except that Lots containing ten (10) acres or more shall be permitted to keep the number of horses as allowed by local government ordinances, rules, or regulations. In no event shall any animals be kept, bred and/or maintained on any Lot for any commercial purposes.

Section 9. Condition of Building and Grounds: It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings, structures, fences, accessory buildings, and/or grounds on that Owner's Lot which shall tend to decrease the beauty of the community as a whole or the specific area. This restriction shall apply before, during and after construction. Owners shall keep all structures and/or improvements painted and in a state of good repair so as to present an attractive appearance.

Section 10. Signs: Signs are divided into four types: County, Permanent, Temporary and Political as follows:

- (1) County: pertains to street, speed, stop, dead end, Neighborhood Watch, and other signs which are the responsibility of Lake County in regulating traffic on county roads Nashua Blvd and Derby Drive which are located in the Property.
- (2) Permanent: are generally not permitted to be placed, located, and/or installed in and/or on any portion of a Lot. Exceptions to the general rule include hazard warning signs such as "Beware of the Dog" or other animal. In addition, a sign of reasonable size provided by a contractor for security services may be placed within 10 feet of any entrance to the home on a Lot.

Such permanent signs shall be monitored for weathering or fading and replaced as needed. Business signs and/or advertisements of any kind in and/or on a Lot are strictly prohibited.

- (3) Temporary: These signs are permitted in accordance with County requirements and are to be in good taste. Examples of permitted signs are: yard sale, garage sale and celebratory parties or occasions and directional signs to these events. Signs shall be erected no more than 12 hours prior to the event and removed no later than the morning after the event. Real estate "For Sale" or "For Rent" signs are permitted; however private real estate "Open House" signs are subject to the same before and after requirements as the other temporary sign types.
- (4) Political: These signs are limited to being displayed on private property no more than 90 days prior to an election and shall be removed no later than 48 hours after the conclusion of said election. All signs shall conform to the regulations, rules, and/or ordinances of the County.

A "Request for Variance" may be submitted for any type of sign not listed above, and approval shall be in the sole discretion of the ARC.

Section 11. Service Yard: All garbage and refuse originating and/or accumulating on any Lot shall be kept in proper containers, hidden from view, and regularly disposed of in accordance with health regulations or regulations adopted by the County and/or the Board of Directors.

All exterior pumps, motors, wells, well equipment, air conditioning compressors, storage tanks, fuel tanks or similar storage receptacles and other mechanical features shall be screened from view by either decorative landscaping or an Architectural Review Committee approved structural enclosure of appropriate height.

Section 12. Easements: The easements for installation and maintenance of utilities and drainage facilities and for the Common Areas are reserved as shown in the Public Records of Lake County.

Within these easements no structure, fence, or other material shall be placed or permitted to remain, except those improvements placed within the easements by action of the Association, which may include, but are not limited to horse paths or trails, bikeways, playing fields, riding fields, sidewalks, fences, or other such improvements.

Notwithstanding the foregoing sentence, no structure, fence, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels in the easement or which may interfere with the Association facilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible or those Common Areas to be maintained by the Association.

Easements shall include the right to reasonable access over the Lots for the purpose of maintenance and/or repairs.

Section 13. Offensive Activity: No noxious or offensive activity shall be carried on or upon any portion of the Property nor shall anything be done thereon tending to cause unreasonable embarrassment, discomfort, annoyance, or nuisance to the community. There shall not be maintained any plants, animals, sound, odors, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant unsafe, unhealthy, or of a nature as may diminish or destroy the enjoyment of other Owners.

Any offensive activity should be reported to the appropriate public law enforcement entity by the complainant.

Section 14. Rodent, Insect, and Fire Control: In order to implement effective insect, reptile, and woods fire control, the Association shall have the right to enter upon any Lot after thirty (30) days' written notice to the Lot Owner by the Association and the failure of the Lot Owner to reply and/or take any action.

Such entry may be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, and/or other growth.

The Association and/or its designated agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass.

The cost of such Lot maintenance incurred by the Association shall be an Individual Assessments for the subject Lot and/or Owner and shall be subject to collection in accordance with Article IV of this Declaration. Notwithstanding anything to the contrary in this Declaration, the provisions of this Section 14 shall not be construed and/or interpreted as any type of obligation and/or duty to mow, clear, cut or prune any Lot nor to provide garbage or trash removal service.

Section 15. Surface Water or Storm Water Management System: The Association and Lake County shall be responsible for the maintenance, operation and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District. The Association and Lake County shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or storm water management system shall be permitted, or if modified as approved by the St. Johns River Water Management District.

Section 16. Vehicles and Trailers: No house trailers, mobile homes, trucks or commercial vehicles (other than light pick-up, utility van trucks, and horse trailers not exceeding one

(1) ton capacity) shall be placed on any Lot at any time, either temporarily or permanently, except in an enclosed structure or garage. No repairs, alterations or modifications shall be made to any vehicle except in a totally enclosed structure. Currently licensed horse trailers, boat trailers, campers, travel trailers, motor homes, utility trailers, recreational vehicles and boats in good operable condition may be parked at a minimum of ten feet (10') behind the front plane of the principle dwelling of each Lot. All Florida DMV associated Vehicles and Trailers must have correct and current tags.

This provision shall not apply to any temporary construction trailer owned by a builder placed upon the Lot for the purpose of a temporary facility during the course of construction. No motorized vehicles, except for Association business related golf carts (driven by adults and for the purpose of inspection, maintenance, and repair) and maintenance vehicles shall be permitted in the common areas, except upon designated roadways and parking areas.

Section 17. Protection of Gopher Tortoises: No Owner or other persons shall harm, harass, or disturb gopher tortoises or their burrows. No Owner or any other person shall take, possess, transport or sell any of the gopher tortoise species or their nests or eggs except as authorized by the Florida Game and Fresh Water Fish Commission rules and regulations and/or permit. The term "take" shall include the entombment or killing of gopher tortoises as a result of bulldozing, grading, paving or building construction. Any such taking shall require a permit.

The Association may, pursuant to the PUD and rules and regulations of the Florida Game and Fresh Water Fish Commission, designate certain portions of the Common Areas as gopher tortoise reserves, for purposes of protection of the gopher tortoise species. The Association shall be required to maintain the gopher tortoise reserve, as required by law.

Section 18. Television, Satellite Dishes, and Radio Antennae: Satellite dishes shall be installed on the side or rear roof of the dwelling as unobtrusive from view as possible or on a pole no taller than the ridge of the dwelling in the back of the house and totally obscured from view. Any other such aerials or antennae shall be maintained in a residence's attic.

Section 19. Fences: All fences constructed on any Lot must first be approved by the Architectural Review Committee as to height, size, location, materials, color and design.

No chain link fences are permitted on any Lot. Fencing shall match existing fencing and color in use within the Property.

Section 20. Modification of Restrictions: The Architectural Review Committee shall have the authority, from time to time, to request from the Board for approval to alter, modify and/or amend existing restrictions and to promulgate other reasonable restrictions regarding such matters for sale signs, mailboxes, temporary structures, fences, garbage and trash disposal, vehicles, and repair, removal of trees, games and play structures, swimming pools, sight distance at intersections, utility connections, television antennae,

driveway construction, and such other reasonable restrictions as it shall deem appropriate; provided; however, that such modifications or additional restrictions shall not be in conflict with other restrictions and easements provided in this Declaration.

The foregoing matters are shown by way of illustration and shall not be deemed to limit in any way the authority of the Architectural Review Committee to promulgate, modify and enforce such reasonable restrictions. Once the Architectural Review Committee promulgates or modifies certain restrictions and they have been approved by the Board of Directors, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Architectural Review Committee Board of Directors modifies or changes or promulgates new restrictions or such restrictions set forth by the Architectural Review Committee.

Article VIII

General Provisions

Section 1. Enforcement: In the event of a violation, breach, and/or default by any Owner and/or that Owner's family members, tenants, occupants, guests, visitors, agents, contractors, and/or invitees of any provisions of this Declaration and/or any of the Association's Governing Documents, other than the nonpayment of Assessments, the Association shall have the right to: (i) commence an action to enforce the performance on the part of the Owner, or to enjoin the violation or breach or for any equitable relief as may be necessary under the circumstances, including without limitation, injunctive relief; and/or (ii) commend an action to recover damages; and/or take any and all action reasonably necessary to correct the violation, breach, and/or default. All expenses, costs, and/or charges incurred by the Association in connection with and/or in any way associated with the violation, breach, and/or the commencement of any action of any type against the applicable Owner and/or that Owner's family members, tenants, occupants, guests, visitors, agents, contractors, and/or invitees, including without limitation, reasonable attorneys' fees, attorneys' costs, and paraprofessional fees at all levels including appeals, collections, and bankruptcy, shall be assessed against the Owner as an Individual Assessment and shall be immediately due and payable to the Association without further notice being necessary. Such Individual Assessment shall be collected as set forth in Article IV of this Declaration. The election of the Association not to enforce any right, provision, covenants, and/or condition in this Declaration shall not constitute a waiver of the right to enforce such right, provision, covenants, and/or condition in the future. All rights, remedies, and/or privileges granted to the Association and/or the ARC pursuant to any terms, provision, covenants, and/or conditions of this Declaration and/or any Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights, and/or privileges as may be granted or as it might have under applicable law. In addition, the Association shall have the right to issue fines and/or suspensions of Common Area usage in accordance with the Act.

Section 2. Enforcement by St. Johns River Water Management District: The St. Johns River Water Management 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.

Section 3. Authority of Board: Except when a vote of the membership of the Association is specifically required, all decisions, duties, and/or obligations of the Association under this Declaration may be made by a majority of the Board, and the Association and Owners shall be bound thereby.

Section 4. Severability: Invalidation of any one of these covenants or restrictions, or portions thereof, by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Restrictions Run With the Land: The provisions, covenants, conditions, restrictions and easements of this Declaration shall run with the land and bind the Property for a term of forty (40) years from the date they are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by eighty percent (80%) of all of the Owners and certified by the Officers of the Association shall be recorded indicating that the Declaration has been terminated.

Section 6. Amendment: This Declaration may be amended, at a special meeting called for such purpose, by an affirmative vote in favor thereof by a majority of the Members present, either in person or by proxy, where a quorum has been established. Any amendment to this Declaration must be properly recorded in the public records of the County to be effective. Each Owner by acceptance of a deed to a Lot irrevocably waives any claim that such Owner has any vested rights pursuant to case law and/or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that the Association have the broad right to amend this Declaration and any of the other Governing Documents, except as limited by applicable law or as set forth herein.

Section 7. Amendment Altering Surface Water and Storm Water Management Systems: Any amendment to this Declaration which would alter the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Area, must have the prior written approval of the St. Johns River Water Management District and the Board.

Section 8. Interpretation: Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". This Declaration shall be construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability and desirability of the Property by providing a common plan for the development and preservation thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

IN WITNESS THEREOF, the undersigned, being the Declarant duly elected Officers of the Board of Directors, as authorized by Article III, Section 3.17(f) of the Bylaws of Cross Tie Ranch HOA, Inc., has hereunto set their hand and seal on the date and year as previously set forth herein.

Witnesses:

CROSS TIE RANCH HOA, INC.

Helen L. Bridenbaugh
Signature of Witness

Debra L. Hrytzan
President

Helen L. Bridenbaugh
Printed Name of Witness

Patricia F. Purdham
Secretary

[Signature]
Signature of Witness

CRAIG PATRICK
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, the officers duly authorized to administer oaths and to take acknowledgements, personally appeared Debra L. Hrytzan as President and Patricia Purdham as Secretary of Cross Tie Ranch HOA, Inc., respectfully, to be the persons described in and who executed the foregoing instrument, who acknowledged that they executed the same.

Said persons are personally known to me or

Said persons provided the following type of identification: Florida Drivers License

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

29th day of August, 2022.

R. Pizzuti
Signature of Notary

Richard Pizzuti
Printed Name of Notary

SEAL:



RICHARD PIZZUTI
Notary Public
State of Florida
Comm# HH262673
Expires 5/9/2026

EXHIBIT "A"

CROSS TIE RANCH, PHASE I

A Parcel of land in Section 5 and 8, Township 19 South, Range 28 East, Lake County, Florida, described as follows:

From the Northwest corner of aforesaid Section 8 run South 01°39'30" West along the West line of the Northwest 1/4 thereof a distance of 2596.62 feet to the North right-of-way line of State Road 44; thence along said right-of-way line run North 88°27'55" East 25.04 feet to a point that is 25.00 feet East (as measured at right angles) of said West line of Northwest 1/4 for the point of beginning; thence parallel with and 25.00 feet East of said West line run North 01°39'30" East 2596.20 feet; thence parallel with and 25.00 feet East (as measured at right angles) of the West line of the Southwest 1/4 of Section 5 run North 02°29'22" East 231.70 feet; thence North 48°45'50" East 859.36 feet; thence South 41°14'10" East 393.77 feet to the beginning of a curve concave Southwesterly and having a radius of 967.00 feet; thence run Southwesterly 81.59 feet along the arc thereof through a central angle of 04°50'03"; thence leaving said curve run North 53°35'53" East 66.00 feet to a point on a curve concave Southeasterly and having a radius 1033.00 feet to which a radial line bears North 53°35'53" East; thence run Southwesterly 63.13 feet along the arc thereof through a central angle of 03°30'50"; thence leaving said curve run North 57°57'27" East 499.32 feet; thence North 32°02'33" West 137.50; thence North 57°57'27" East 300.00 feet; thence South 32°02'33" East 300.00 feet; thence South 57°57'27" West 300.00 feet; thence North 32°02'33" West 137.50 feet; thence South 57°57'27" West 215.66 feet; thence South 24°21'02" East 655.48 feet; thence North 65°38'58" East 81.01 feet; thence North 28°20'13" East 268.34 feet; thence South 59°07'02" East 403.13 feet; thence South 34°45'46" West 338.97 feet; to the beginning of a curve concave Northwesterly and having a radius of 467.00 feet; thence run Southwesterly 9.20 feet along the arc of said curve through a central angle of 1°07'44"; thence North 54°06'30" West 295.67 feet; thence South 57°28'34" West 235.48 feet; thence South 32°44'08" East 374.32 feet; thence South 13°58'41" East 501.67 feet; thence South 04°53'28" West 206.25 feet; thence South 17°00'23" West 482.89 feet; thence South 01°30'11" East 239.04 feet; thence North 88°29'49" East 64.07 feet; thence South 01°32'05" East 621.51 feet to the North right-of-way line of State Road 44; thence along said right-of-way line run South 88°27'55" West 1817.99 feet to the point of beginning.

TOGETHER WITH

CROSS TIE RANCH, PHASE II

A PARCEL OF LAND IN SECTIONS 5 AND 8, TOWNSHIP 19 SOUTH, RANGE 28 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF AFORESAID SECTION 8 RUN S 01°39'30"W ALONG THE WEST LINE OF THE NORTHWEST 1/4 THEREOF A DISTANCE OF 2596.62 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 44; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN N 88°27'55"E 1893.03

FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN N 01°32'05"W 621.51 FEET; THENCE S 88°29'49"W 64.07 FEET; THENCE N 01°30'11"W 239.04 FEET; THENCE N 17°00'23"E 482.89 FEET; THENCE N 04°53'28"E 206.25 FEET; THENCE N 13°58'41"W 501.67 FEET; THENCE N 32°44'08"W 374.32 FEET; THENCE N 57°28'34"E 235.46 FEET; THENCE 54°06'30"E 285.67 FEET TO A POINT ON A CURVE; SAID CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 467.00 FEET TO WHICH A RADIAL LINE BEARS S 54°06'30"E THENCE NORTHEASTERLY 9.20 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 01°07'44" TO THE END OF SAID CURVE; THENCE N 34°45'46"E 338.97 FEET; THENCE N 59°07'02"N 403.13 FEET; THENCE S 28°20'13"W 268.34 FEET; THENCE 65°38'58"W 81.01 FEET; THENCE N 24°21'02"W 655.46 FEET; THENCE N 57°57'27"E 215.66 FEET; THENCE S 32°02'33"E 137.50 FEET; THENCE N 57°57'27"E 300.00 FEET; THENCE N 32°02'33"W 300.00 FEET; THENCE S 57°57'27"W 300.00 FEET; THENCE 32°02'33"E 137.50 FEET; THENCE S 57°57'27"W 499.32 FEET TO POINT ON A CURVE; SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1033.00 FEET TO WHICH A RADIAL LINE BEARS N 57°05'58"E; THENCE NORTHWESTERLY 63.13 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°30'05"; THENCE ALONG A RADIAL LINE RUN S 53°35'53"W 66.00 FEET TO A POINT ON A CURVE; SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 967.00 FEET TO WHICH A RADIAL LINE BEARS N 53°35'53"E THENCE NORTHWESTERLY 81.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°50'03"; THENCE 41°14'10"W 429.84 FEET; THENCE S 48°45'50"W 893.89 FEET TO A POINT 25 FEET EAST OF THE WEST LINE OF THE S.W 1/4 OF THE AFORESAID SECTION 5 (WHEN MEASURED AT RIGHT ANGLES THERETO); THENCE N 02°29'22"E PARALLEL WITH AND 25 FEET EAST OF SAID WEST LINE 1083.36 FEET; THENCE S 81°47'22"E 578.27 FEET; THENCE S 08°12'38"W, 48.05 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 367.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°12'18" AN ARC LENGTH OF 155.04 FEET; THENCE N 79°24'06"E 323.25 FEET; THENCE N 69°02'36"E 1262.50 FEET; THENCE N 60°33'23"E 216.61 FEET; THENCE S 43°30'58"E 283.52 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 567.00 FEET SAID POINT BEARS N 43°30'58"W OF THE RADIUS POINT OF SAID CURVE; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°34'54" AN ARC LENGTH OF 94.82 FEET; THENCE S 27°59'47"E 544.41 FEET; THENCE S 89°23'25"W 235.81 FEET TO A POINT THAT IS 25.00 FEET WEST (BY PERPENDICULAR MEASUREMENT) OF THE NORTH-SOUTH MID-SECTION LINE OF AFORESAID SECTION 5; THENCE PARALLEL WITH SAID MID-SECTION LINE RUN S 02°54'29"W 1000.00 FEET; THENCE PARALLEL WITH AND 25.00 FEET WEST (BY PERPENDICULAR MEASUREMENT) OF THE NORTH-SOUTH MID-SECTION LINE OF AFORESAID SECTION 8 RUN S 01°01'23"W 2551.20 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF STATE ROAD 44; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S 88°27'55"W 719.31 FEET TO THE POINT OF BEGINNING.