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This instrument prepared by:
R. WILLIAM FUTCH, ESQUIRE
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Ocala, Florida 34478

Inst:201560000438 Date:1/7/2015 Time:11:12 AM
DC:Gloria R. Hayward,Sumter County Page 1 of 10 B:2904 P:618

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Michael W Radloff Engineering
2611 SE Lake Weir Ave.
Ocala FL 34471

DECLARATION OF RESTRICTIVE COVENANTS

PEPPER TREE VILLAGE

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, R. WILLIAM FUTCH, as TRUSTEE OF THE R. WILLIAM FUTCH LAND TRUST DATED OCTOBER 27, 2005 (hereinafter referred to as "Developer") is the owner in fee simple of a tract of land subdivided into a subdivision now known as PEPPER TREE VILLAGE, as per plat thereof, recorded in Plat Book 16, Page 1A-8 et seq., Public Records of Sumter County, Florida (hereinafter "PEPPER TREE VILLAGE"); and

WHEREAS, it is necessary that certain protective and restrictive covenants be adopted concerning the use of the lots in said subdivision and that it is the intention that these protective covenants shall run with the land contained in said subdivision for the purpose of governing the use of the lots in PEPPER TREE VILLAGE and that said protective and restrictive covenants shall, by reference, be made a part of each and every deed of conveyance of land in said subdivision for the mutual benefit of all owners, present and future;

NOW, THEREFORE, in consideration of the purchase from the Developer by the several owners of one or more lots in said subdivision and as an inducement to persons to purchase said lots in said subdivision from the Developer, the Developer does hereby declare, decree and covenant to and with the several owners and purchasers of lots in PEPPER TREE VILLAGE, their successors, legal representatives and assigns, that the following protective and restrictive covenants shall be considered as included in any deed of conveyance or mortgage hereafter executed by the Developer, their heirs, legal representatives or assigns or by any owner or his or her heirs, legal representatives or assigns, upon any lot or lots in said subdivision and that the recording of this instrument in the public records of Sumter County, Florida, shall be and constitute notice of the existence of these protective and restrictive covenants as follows:

These covenants and restrictions are placed upon PEPPER TREE VILLAGE to insure the best use and the most appropriate development and improvement of each lot for the purpose of preventing haphazard improvements of lots and for the further purpose of protecting owners of lots in PEPPER TREE VILLAGE against improper use of surrounding lots and consequent depreciation in value of their property and to preserve, so far as it practical, the natural beauty of PEPPER TREE VILLAGE and guard against the erection of poorly designed or proportioned structures and to promote a natural and harmonious color scheme and for the further purpose of securing and maintaining the high quality of improvements and construction in said subdivision and to enhance the value of the investment made by the purchasers of lots therein.

I. RESTRICTIVE COVENANTS

1. Building Type. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling of not less than 1,800 square feet nor more than 4,000 square feet of enclosed, heated and cooled living area (exclusive of garage, porches or patios), not to exceed 35 feet in height. Each dwelling unit (which is defined as a single family residence which complies with all local, county and state codes) shall contain at least a two (2) car enclosed garage (minimum 400 square feet) with a garage door no smaller than sixteen (16) feet.

2. No dwelling unit erected on said lots shall exceed two (2) stories in height. Any two story dwelling units shall have a minimum first floor living area of 1,500 square feet.

If approved by the Architectural Review Board (as more fully described in Section II hereinafter) as to use, location and architectural design, an accessory building may be constructed which may include a detached private garage, storage area and/or servant's quarters; provided, however, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the dwelling unit building and shall be constructed of the same or similar materials as the main dwelling unit, all of which construction shall be subject to any and all County or City zoning ordinances, laws, or regulations.

Variances may be granted not to exceed ten percent (10%) of the minimum building size restriction solely within the discretion of the Developer, its legal representatives and agents, successors and assigns. Any variances of minimum building size must be granted in writing and signed by the Developer.

2. Setbacks. All dwelling units and structures shall be subject to the applicable City and County codes.

3. Dwelling Quality. The Architectural Review Board (hereinafter "ARB") shall have final approval of all exterior building materials. Exposed struck joint eight inch concrete block shall not be permitted on the exterior of any house or detached structure except on the side or rear not facing a street. The ARB shall discourage the use of imitation brick for front or side material and encourage the use of front or side materials such as block, four inch block, stone, brick, wood and stucco. Developer will provide the ARB with an approved color palette for all exterior colors of any structure.

4. Roofs. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios, but only if located directly rearward of the rear wall of the house. The ARB shall have discretion to approve such roofs on part of the main body of a house, particularly if modern or contemporary in design. No built up roofs shall be permitted, except on approved flat surfaces.

The composition of all pitched roofs shall be three dimensional asphalt shingle with a Class A fire rating, with a wind load equal to or exceeding 120 mph, provided such shingle is also a minimum of 235 pounds per 100 square feet of roof. Color is subject to ARB approval in the ARB's sole discretion. Minimum roof pitch shall be 6/12 and all fascia shall have a minimum width of 5 ½ inches.

5. Driveways. All driveways which connect to the streets of PEPPER TREE VILLAGE, said streets being maintained by the Association, must be constructed in the following manner, as may be reasonably determined by the Association:

A. All dwellings shall have a paved driveway of stable and permanent construction of concrete or paver stones in shapes and colors approved by the ARB.

B. That portion of any driveway which is constructed in the road right of way must be paved with reinforced concrete a minimum of six (6) inches in thickness, and must conform to all Sumter County Road Department specifications.

C. No driveway may be less than sixteen (16) feet wide nor more than twenty-two (22) feet wide, unless a three car garage is constructed, and if so, the ARB shall have the discretion to approve the width and design of the driveway.

D. If any portion of the street which is maintained by the Association is damaged due to the construction of any dwelling unit or driveway entrance, the owner will be required to repair said damage to the street.

6. Fences, Walls and Screening. Only vinyl or PVC fences, tan, bone or sand in color, are allowed. No wood, chain link or metal fences shall be allowed. The "finished" side fence or wall improved or constructed shall face at the outside of the lot, so as to be visible as viewed from the property surrounding the lot upon which same is constructed. No fences or walls shall be constructed closer to a street than the back side of the house. No fences or walls shall be constructed to be less than five and one half (5.5) feet in height, or exceed six (6) feet in height.

7. Utility Connections. All house connections for all utilities including, but not limited to, water, sewage, electricity, gas, telephone and television shall be run from the proper connecting points to the house in such manner to be acceptable to the governing utility authority.

All pumps, compressors, tanks and like exterior mechanical equipment shall be enclosed within a structure or otherwise screened from view from any street within the subdivision.

8. Equipment. No stationary wire, clothes lines, or clothes racks are allowed. Any satellite dishes or antennas may not exceed twenty inches (20") in diameter and/or height and must not be directly visible from the street. Composter or similar objects or equipment shall not be placed, erected or permitted to remain on any lot.

9. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a dwelling unit either temporarily or permanently.

10. Garbage and Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure and/or screened from any street within the subdivision.

11. Animals. No animals shall be kept or maintained on any lot except conventional household pets (dogs, cats, birds or fish) and then only in compliance with the applicable Sumter County Ordinance (two (2) cats or two (2) dogs). All animals must remain within the fenced portions of their respective lots unless on a leash. At all times, animals shall be the responsibility of the lot owner.

12. Cars, Boats and Other Vehicles and Repair. A maximum of four (4) vehicles is allowed per lot. No inoperative cars or trucks or trailers, or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any lot in the subdivision.

No boat, camper, recreational vehicle or other powered or unpowered motor vehicle other than a private passenger automobile shall be parked or maintained on any lot except in a garage or within some other appropriate enclosure in the rear yard so as to screen the same from view.

No commercial vehicles of any type are allowed. Commercial vehicles shall include all vehicles with signage, including, but not limited to, a wrap or paint scheme, advertising any commercial enterprise, unless such signage is a removable magnet not to exceed 9 square feet in total per vehicle.

13. Trees. No trees measuring six (6) inches or more in diameter at a point four (4) feet above ground level may be removed without the prior written approval of the ARB, unless located within ten (10) feet of the main dwelling, accessory building, swimming pool or other approved structure.

14. Swimming Pools, Tennis and Other Court Game Structures. No tennis or other court game structures are allowed on any lot. No swimming pools shall be constructed in front of the rear line of the house nor within any setback area. All pools shall be "in-ground" and constructed in conventional, permanent fashion. Vinyl lined pools are not allowed. All pools shall be fenced in compliance with paragraph 6 above so as to secure the pool from view from the street and any other lot

15. Mailboxes. All mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be issued by the developer with the cost being paid by the lot owner, with the consent of the ARB, and shall be located at locations permitted or required by relevant postal authorities.

16. Outdoor Lighting. All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.

17. Window Air Conditioning Units. No window air conditioning units shall be permitted.

18. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of the customary 18" x 24" size and nature for the purpose of advertising the property for sale or signs used by a builder, general contractor or financial institution for the purpose of advertising the property during construction and sale.

19. Vehicular and Pedestrian Easement. No portion of any lot shall be used as a pedestrian or vehicular easement, or as a roadway or otherwise used as a means of access, ingress or egress from one lot to another, or from any public road within the boundaries of the subdivision to any private easement, roadway or public road along the perimeters of or outside the subdivision, or from any public road within the subdivision to any property outside the subdivision, except as set forth on the Plat.

This restriction shall not, however, be deemed to preclude the use of portions of any lot as a driveway for access from a public road within the subdivision to the dwelling unit located upon said lot nor to preclude pedestrian and vehicular access by utility company employees along public utility easements for the limited purpose of construction and maintenance of such public utilities.

20. Nuisances. It shall be the responsibility of each lot owner to prevent the development or existence of any unclean, unsightly or unkept condition of any improvements or grounds of their lot which would tend to substantially decrease the beauty of the subdivision as a whole or a specific area thereof.

In order to implement an attractive overall appearance, the Developer, its legal representatives and agents, successors and assigns, reserve unto themselves the right to enter any lot on which a dwelling unit has not been constructed; such entry may be for the propose of removal of any trash which may have collected on such lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the Developer to provide garbage or trash removal services, and in the event that it shall be necessary for the purpose of removing trash or otherwise policing and maintaining said property for the purpose of implementing the attractive overall appearance of the subdivision, the owner agrees to pay costs therefor.

No offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or neighbors. There shall not be maintained any plants, poultry, animals or device or thing of any sort and nature whose normal activities or existence is in any way dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

21. Timely Completion of Dwelling Unit. The owner of a lot shall complete construction of a dwelling unit on a lot within three (3) years from the date of recording a deed from Developer on the public records of Sumter County, Florida. Failure to complete construction of a dwelling unit on a lot shall allow the Homeowner's Association to assess a penalty of Fifty and no/100s Dollars (\$50.00) per day until a certificate of occupancy is issued, and the Homeowners Association shall have the right to enforce this assessment pursuant to the provisions of Article VII of this Declaration. All exterior construction and landscaping of any dwelling unit shall be completed before any person may occupy the same. All construction on any dwelling unit shall be completed within eight (8) months from the issuance of the building permit for that dwelling unit.

22. Recreational Equipment. All permanent recreational equipment, including, but not limited to, swing sets, swings, sandboxes and trampolines, shall be located in the rear yard only. Any other recreational equipment shall be kept within the dwelling unit except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the dwelling unit.

23. Grassed Areas and Yards. A landscape design plan shall be submitted to the ARB along with any plans for construction for approval by the ARB in the ARB's sole discretion. The landscape plan shall include three (3) trees at least six(6) inches in diameter, at least eight (8) feet tall at the time of planting. All lots shall, upon completion of the dwelling unit and prior to any person occupying the dwelling unit, be fully landscaped and grassed. The owner shall maintain all shrubbery, grass, trees and other landscaping installed on their lot in a neat, clean, orderly and healthy condition. The lawn shall be comprised of St. Augustine grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. Grassed areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees or vegetation shall be permitted outside the dwelling unit, except that live shrubbery, trees or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a dwelling unit. All shrubbery shall be regularly trimmed, fertilized, watered and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The owner's maintenance and care obligations as set forth herein shall apply to all portions of the lot including any easements located on or adjacent thereto, including front, side and rear road and utility easements.

24. Irrigation. All landscaped or grassed areas shall be serviced by in-ground irrigation systems.

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

II. ARCHITECTURAL REVIEW BOARD (ARB)

1. Powers and Duties. No building, fence, wall, drive or other structure shall be constructed, erected, placed, or altered upon said property until the proposed building plans, specifications, exterior color and finish, together with site plan showing the location of such improvements upon said property shall have been approved in writing by the Developer or his authorized agent or representative, successors or assigns.

Refusal to approve plans, location or specifications by the Developer, his authorized agents, successors and assigns, may be based upon grounds, including purely aesthetic consideration which, in its discretion, shall be deemed sufficient. One copy of all plans and related data, including specifications, shall be furnished to the Developer, its legal representatives, successors and assigns, and shall be held and preserved and not disclosed or used for any purpose other than for approval or as evidence of violation of these restrictions. No structure shall be erected, altered, placed or permitted to remain on any lot other than as approved in writing as aforesaid. However, in the event any plans for construction shall be submitted and the same shall not have been disapproved or otherwise acted upon within thirty (30) days after the same shall have been delivered for approval, then and in such event, approval shall not be required, provided that the plans and location of improvements on the lot conform to or are in harmony with existing structures in the subdivision.

2. Delegation or Assignment of Developer's Rights. The Developer shall have the right at any time and from time to time to designate a committee (hereinafter referred to as the Architectural Review Board "ARB") to exercise the authority and rights herein granted to the Developer provided that any committee shall be effective only upon execution and recording of a notice evidencing such designation setting forth the names of all persons who are to be members of the committee on and after the effective date of such instrument, and executed and acknowledged by the Developer or no less than fifty-one percent (51%)

of the members of record of the committee as of the date of execution of such notice. Any power or right vested in the committee may be exercised by a majority of the members thereof. The requirement of written approval by the Developer or committee shall be conclusively deemed satisfied by a letter or other written instrument (other than a deed) specifically reflecting such approval executed and acknowledged by the Developer or fifty-one percent (51%) or more of the members of record of the committee as to the date of such acknowledgment. The death or incompetency of any member of the committee shall terminate membership on the committee and any rights and authority vested in the committee shall be exercisable by the remaining members of the committee.

All correspondence and other matters requiring attention of the Developer shall be mailed to 610 SE 17th Street, Ocala, Florida 34471.

3. **Enforcement.** Should the ARB, the Developer and/or assigns be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings shall be collectible from the owner of the lot in question. The ARB and/or the Developer or its agents or employees, shall not be liable to the owner of the lot for any damages or injury to the property or person of the owner unless caused by negligent action of the ARB, the Developer or assigns.

III. RIGHTS IN COMMON AREAS

1. **Common Areas.** Common areas shall mean and refer to the following:

A. Those areas of land within the recorded plat which are conveyed to the Association for the use of the Association and its members.

B. Areas which are intended to be used and enjoyed by owners of lots of PEPPER TREE VILLAGE which include without limitation, private roads, parks, street lights and decorative street lighting, entryways, drainage areas, easements for road walkways, parking areas, utility easements, recreational amenities (including, but not limited to, walking trails and fitness stations), and all improvements now or hereafter constructed thereon.

C. Areas of land which are subject to easements in favor of the Association.

D. Those areas within the Surface Water or Storm Water Management System, as described below.

2. **Owner's Easements in Common Areas.** Subject to the provisions of this Declaration, every owner, his guests, invitees, licensees and tenants shall have a right and perpetual non-exclusive easement of enjoyment and use in and to all the Common Areas, for the purpose for which they are created as described herein or on any recorded plat wherein such Common Areas are described, and such easement shall be appurtenant to and shall pass with title to every lot. Such easement of enjoyment and use shall include, but not be limited to, the owner and the owner's guests and invitees rights of ingress and egress over the streets, roadways, and walkways on the Common Areas for purposes of access to a lot or adjacent undeveloped property located within PEPPER TREE VILLAGE. Developer shall have a right to ingress and egress for itself and its guests, agents, employees, invitees, licensees and tenants over such streets, roadways and walkways during any time the Developer is the owner of any lot. No owner shall have any greater or lesser rights than any other owner or the Developer in any Common Area which encumbers such owner's lot.

3. **Title to Common Areas.** Developer shall convey title to the Common Areas to the Association (as more fully described in Section VI hereinafter). Developer shall further convey to the Association its interest in any easement, agreement, or license right which has been reserved for the benefit of the Association or its members. The Association shall pay all costs incurred with respect to any conveyance of title to the Common Areas or any conveyance to the Association of any easement, agreement or license right.

4. **Acquisition and Conveyance of Property.** The Association shall have the power and authority to acquire and convey such interest in real and personal property as it may deem beneficial to its members. Such interests may include fee simple or other absolute ownership interest, leaseholds, easements, licenses or such other possessory use interests as the Association may determine to be beneficial to its members. Any property acquired pursuant to this section shall be included within the Common Areas.

5. **Cross Easement Rights in Common Areas.** Each owner (including the Developer at any time during which the Developer owns a lot) shall have a right and perpetual non-exclusive easement of enjoyment and use in all of the Common Areas of PEPPER TREE VILLAGE, regardless of where the Common Areas are located, and such easement shall be appurtenant to and shall pass with title to every lot.

6. **Rules and Regulations Governing Use of Common Areas.** The Association, through its Board of Directors, shall regulate the use of the Common Areas by members and owners, and may from time to time promulgate such rules and regulations consistent with this Declaration governing the use thereof as it may deem to be in the best interest of its members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all members at the office of the Association. Such rules and regulations and all provisions, restrictions and covenants as now or hereafter

provided, including, without limitation, all architectural, use and design criteria, and restrictions contained in this Declaration, may be enforced by legal or equitable action of the Association.

7. **Traffic Regulations.** The Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout PEPPER TREE VILLAGE, and to promulgate traffic regulations for the streets. A copy of all traffic regulations established hereunder and any amendments thereto shall be made available to all members at the office of the Association. The Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violations of the traffic regulations, including, without limitation, the removal of vehicles from PEPPER TREE VILLAGE, the assessment of fines against owners who violate the traffic regulations and against owners whose family members, guests, invitees, licensees, employees or agents who violate the traffic regulations, which fine shall be collected as an individual assessment from an owner, and/or the suspension of an owner's rights in easements of enjoyment, as provided herein below. Owners who violate the traffic regulations and owners whose family members, guests, invitees, licensees, employees or agents violate the traffic regulations and shall be entitled to notice and an opportunity for a hearing before the Board of Directors of the Association prior to the imposition of any fine, the removal of any vehicle, the deprivation of any rights, or the enforcement of any other penalty for violation of the traffic regulations.

8. **Extent of Owners' Easement.** The rights and easements of enjoyment created hereby for the benefit of the owners shall be subject to the following limitations:

A. The right of the Association to borrow money for the purpose of improving the Common Areas, and, in connection therewith, to mortgage the Common Areas.

B. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure.

C. The right of the Association to suspend the enjoyment rights and easements of any owner for any period during which an assessment remains unpaid by the owner and for any period during which such owner is in violation of this Declaration, any rules and regulations promulgated by the Association, or any traffic regulations promulgated by the Association.

D. The right of the Association to properly maintain the Common Areas.

E. The right of the Association, its agents and employees, or any management entity contracted by the Association, to have access to any lot for the purposes of maintenance of those portions of any lot to be maintained by the Association, as provided in this Declaration.

F. The Rules and Regulations governing the use and enjoyment of the Common Areas, as promulgated by the Association.

G. The traffic regulations governing the use and enjoyment of the streets, as promulgated by the Association.

H. The right of the Association to dedicate or transfer all or any part of the Common Areas to any governmental or quasi-governmental agency, authority, utility, water management or water control district.

I. Restrictions contained on any plat or filed separately with respect to any portion of PEPPER TREE VILLAGE.

J. All of the provisions of this Declaration, the Articles of Incorporation and the Bylaws of the Association, and all exhibits thereto, and all rules and regulations and traffic regulations adopted by the Association, as the same may be amended from time to time.

K. Such easements as may be granted or reserved on any recorded plat(s) of PEPPER TREE VILLAGE; such easements as may be granted or reserved by the Developer or the Association; and such other easements as may be granted or reserved pursuant to the provisions of this Declaration.

IV. SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM

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

2. **Responsibility for Surface Water or Storm Water Management System.** The Association shall be responsible for the maintenance, operation and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management system 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 Southwest Florida Water Management District. The Association shall be responsible for such maintenance and operation. Any repair

or reconstruction of the surface water or storm water management systems shall be as permitted, or as modified, or as approved by the Southwest Florida Water Management District.

If the Association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in Subsection 2.6.2.2.4.h. of the Environmental Resource Permit Basis of Review.

No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined in Subsection 1.7.24 of Rule 40D-4.301(1)(j), F.A.C., or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

3. Enforcement. The Southwest Florida Water Management District shall have the right to enforce, by 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.

4. Additional Requirements for Amendments. Any amendment to this Declaration which alters the surface water or storm water management system, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of the Southwest Florida Water Management District, notwithstanding any other provisions contained herein.

V. EASEMENTS

The following easements are hereby granted and/or reserved over, under, across and through PEPPER TREE VILLAGE:

1. Utility Easements. Easements for the installation and maintenance of utilities are granted as shown on the recorded plat of PEPPER TREE VILLAGE, including, but not limited to, all rights necessary to connect to City of Wildwood water. In these easement areas no structure, planting or other material (other than sod) which may interfere with the installation and maintenance of underground facilities shall be placed or permitted to remain, unless such structure, planting or other material is installed by the Developer or approved by the ARB. The Association (or such other entity as is indicated on the plat) is hereby granted access to all easements in which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

2. Drainage Easements. Easements for the installation and maintenance of drainage facilities are granted to the Association and/or such other entities as shown on the recorded plat of PEPPER TREE VILLAGE. The Association (or such entity as is indicated on the plat) shall have access to all such drainage easements for the purpose of operation and maintenance thereof.

3. Common Area Easements. The Common Area is hereby declared to be subject to a perpetual non-exclusive easement in favor of the Association, employees and agents of the Association, and of any management entity or agent contracted by the Association in order that such employees, agents or management entity, or agent, may carry out their duties and have access over the Common Areas. The Common Area shall include the Community Area shown on the Plat

4. Ingress and Egress Easements. A non-exclusive easement is hereby granted for ingress and egress for pedestrian and vehicular traffic over, through and across streets, walks, parking areas or other rights-of-way, and such other portions of the Common Area as may from time to time be intended and designated for such uses and purposes, for the benefit of the owners, their families, guests, employees and invitees, in obtaining reasonable access from PEPPER TREE VILLAGE to the abutting public right-of-way.

5. Entrance and Signage Easement. As more particularly set forth in the plat of PEPPER TREE VILLAGE, there is created an entrance and signage easement over and upon the southernmost 40 feet of the easternmost 40 feet of DRA 2.0 of PEPPER TREE VILLAGE. No other improvements which conflict with this easement may be erected on that portion of said DRA 2.0 subject to the entrance and signage easement.

6. Landscape Easement. As more particularly set forth in the plat of PEPPER TREE VILLAGE, there is created a landscape easement over and upon the easternmost 15 feet of Lots 1 through 12, Block A, the easternmost 15 feet of DRA 2.0 and the easternmost 15 feet of DRA 3.0, and over and upon the westernmost 15 feet of Lots 1 through 17, Block E and the westernmost 15 feet of Lots 1 through 15 of Block F, and over and upon the northernmost 15 feet of Lot 1, Block E, and over and upon the northernmost 15 feet of DRA 3.0 of PEPPER TREE VILLAGE. No improvements may be erected on that portion of said Lots except those in full compliance with this landscape easement. Each lot owner is responsible for installation, construction, irrigation and maintenance of the landscape buffer in accordance with all

requirements of the Landscape Standards which have been adopted by the Developer on behalf of the Association and are available from the ARB upon written request of any lot owner.

7. Additional Easements. The Developer or the Association shall have the right to grant such additional easements or to relocate existing easements throughout PEPPER TREE VILLAGE as the Developer or the Association may deem necessary or desirable for the proper operation and maintenance of PEPPER TREE VILLAGE, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the owners' use or enjoyment of PEPPER TREE VILLAGE or any lot located therein.

VI. PEPPER TREE VILLAGE HOMEOWNERS ASSOCIATION

There will be, subsequent to the recording of these Restrictive Covenants, the establishment of PEPPER TREE VILLAGE HOMEOWNERS ASSOCIATION, INC. (the "Association"), subject to the terms and conditions as hereinafter described. Beginning in calendar year 2014, the assessment for the first year of operation of the Association shall be Three hundred fifty dollars (\$350.00) per lot, payable annually in advance in January. Said assessment shall not be increased except as provided for in the Articles of Incorporation of the Association.

1. Membership. Members shall be all persons or entities who are record owners of a fee or undivided interest in any lot in PEPPER TREE VILLAGE. Each lot shall be entitled to one vote. The Developer shall be entitled to four (4) votes for each lot he holds title to. When more than one person holds such interest or interests in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot, except in no event shall more than one vote be cast with respect to any such lot, except with respect to the rights of the Developer.

2. Association. The Association shall be a non-profit corporation charged with the duties and vested with the powers prescribed by law and set forth in Articles of Incorporation, Bylaws and this Declaration. Neither the Articles of Incorporation nor Bylaws shall, for any reason, shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail.

3. Duties of the Association. The Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration, have the obligations, duties and functions (subject to the provisions of this Declaration), to do and perform each and every one of the following for the benefit of the owners and for the maintenance, administration and improvement of the development.

4. Assessments. To levy assessments on the owners of all lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration. Provided, however, that neither the Developer, nor any lot owned by the Developer, shall be subject to special or regular assessments.

5. 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 PEPPER TREE VILLAGE and in particular for the improvement and maintenance of properties, services, and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed, or furnished, which are devoted to the purpose and related to the use and enjoyment of PEPPER TREE VILLAGE residents and of the homes situated within the development, including, but not limited to:

- A. Payment of operating expenses of the Association.
- B. Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways.
- C. Management, maintenance, improvement and beautification of parks, lakes, ponds, buffer strips, and recreation areas and facilities, if any.
- D. Trash and rubbish removal but only when and to the extent specifically authorized by the Association.
- E. Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association.
- F. Maintenance of road medians. To contract and pay for the maintenance and landscaping of all medians within roadways or rights-of-way within PEPPER TREE VILLAGE whether or not same have been dedicated to a governmental unit or public authority.
- G. Professional services. To contract and pay for, or otherwise provide for, any necessary services of architects, engineers, attorneys, certified public accountants, and such other professional and non-professional services as the Association deems necessary.

H. Maintenance and repair contracts. To contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all improvements of whatsoever kind and for whatever purpose, including, but not limited to, road repairs and maintenance, from time to time located upon or within the development.

I. Reimbursement of the Developer for capital expenditures incurred by the Developer for installment of entryway, gates and related landscaping. Said reimbursement shall be based on a per lot per month basis over a period of time to reimburse said capital expenditures. The right to impose assessment fees for said reimbursement shall be vested in the Developer and shall continue notwithstanding that the Developer shall no longer have control over the Association, as more particularly set forth in the Articles thereof.

6. Rule Making. The Association shall make, establish, promulgate, amend or repeal any rules and regulations as may be deemed necessary by the Association.

7. Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Declaration and the rules and regulations of the Association.

8. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association:

A. The original assessments and any other assessments allowed by this Declaration.

B. Annual assessments or charges.

C. Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereafter provided.

The original, annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge of the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are 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.

The lien created by the above paragraph shall be inferior and subordinate to any purchase money mortgage to the Developer or any mortgages executed in favor of an institutional lender.

VII. AMENDMENTS, MISCELLANEOUS PROVISIONS

1. Modification by Developer. The Developer reserves for himself, its successors and assigns, and shall have the right:

A. To amend these Restrictive Covenants for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein.

B. To amend these Restrictive Covenants in the Developers sole discretion, provided, however, that the Developer acknowledges the intent of any amendments being to improve the attractiveness and living conditions of the subdivision, and which do not lower standards of the Covenants and Restrictions herein contained.

C. Any amendment to the Restrictive Covenants which alter the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

2. Remedies for Breach. In the event of a violation or breach of any of the restrictions contained herein by any lot owner or the agent of such owner, the Developer or the owner of any other lot subject to these restrictions shall have the right to proceed at law or in equity to prevent the violation or breach and to compel compliance with the terms hereof.

The Southwest Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or storm water management system.

The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so as to the same breach, or as to any other breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

3. Term of Covenants. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date these covenants

are recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded within sixty (60) days prior to the end of the ten-year period or a ten-year renewal, as applicable, agreeing to change the covenants in whole or in part.

4. Severability. The invalidity, violation, abandonment or waiver of any one or more of or any part of the restrictions hereunder or subsequently promulgated pursuant hereto, either as to all or any part of the subdivision, shall not affect or impair such restrictions as to the remaining parts of the subdivision and shall not affect or impair the remaining restrictions or parts thereof as to all the subdivision.

5. Headings. Paragraph headings herein are for convenience of reference only and shall not be deemed an operative part of the text hereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Restrictive Covenants of PEPPER TREE VILLAGE Subdivision this 17 day of December, 2014.

DEVELOPER:

THE R. WILLIAM FUTCH LAND TRUST
DATED OCTOBER 27, 2005

By [Signature]
R. WILLIAM FUTCH, as Trustee

STATE OF FLORIDA
COUNTY OF MARION

Sworn to and subscribed before me this 17~~th~~ day of December, 2014, by R. WILLIAM FUTCH, as Trustee of the R. WILLIAM FUTCH LAND TRUST DATED OCTOBER 27, 2005, who is personally known to me.

[Signature]
Notary Public, State of Florida

Notary stamp or seal

