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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
GRANDEFIELD ON POLEY CREEK**

GRANDEFIELD PARTNERS LLC
146 HORIZON CT
LAKELAND, FL 33813

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
GRANDEFIELD ON POLEY CREEK**

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
GRANDEFIELD ON POLEY CREEK**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made by **GRANDEFIELD PARTNERS, LLC**, a Florida limited liability company, (the "Declarant"), effective as of February 13, 2007 and amends and restates in its entirety that certain Declaration of Covenants, Conditions and Restrictions of Grandefield on Poley Creek recorded on February 13, 2007 in the Public Records of Polk County, Florida in Official Records Book 07172 beginning at Page 1522.

W I T N E S S E I H :

WHEREAS, Declarant is the owner of certain real property located in Polk County, Florida more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, Declarant intends to develop the Property subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth herein. Such easements, covenants, conditions, restrictions, reservations, liens and charges shall run as covenants with the Property, and shall be binding upon all parties having or acquiring any right, title or interest in any part of the Property and shall inure to the benefit of each and every person or entity, from time to time, owning or holding any interest in the Property.

ARTICLE I. DEFINITIONS

The following words and terms when used herein (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Articles" and "Bylaws" shall mean the Amended and Restated Articles of Incorporation and the Bylaws of the Association, as they may exist from time to time, the initial copy of each being attached hereto as Exhibit "B" and "C", respectively.

B. "Association" shall mean the Grandefield Property Owners' Association, Inc., a Florida not-for-profit corporation.

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C. "Board" or "Board of Directors" shall mean the board of directors of the Association.

D. "Builder" shall mean a person or entity who constructs improvements on any portion of the Property.

E. "Common Property" shall mean all real property, together with any improvements thereon, which is actually dedicated, deeded, or leased to the Association, including but not limited to, Conservation Areas and Recreation Areas, and any personal property acquired by the Association.

F. "Conservation Areas" shall mean those areas dedicated or deeded for such purposes.

G. "County" shall mean Polk County, Florida.

H. "Declarant" shall mean Grandefield Partners, LLC, a Florida limited liability company.

I. "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Grandefield, as amended from time to time.

J. "Design Guidelines" shall mean the design guidelines promulgated by Declarant setting forth the development standards for the Property, as amended from time to time.

K. "Design Review Committee" or "DRC" shall mean the Design Review Committee established by Declarant, which is a committee of the Declarant and not a Committee of the Association, or at such time as Declarant shall have turned over review to the Association, such committee established by the Association.

L. "Directors" shall mean members of the Board.

M. "Governing Documents" shall mean this Declaration, the Articles and By-Laws, and any rules and regulations adopted by the Association ("Rules and Regulations"), as well as the Design Guidelines, as amended from time to time.

N. "Institutional Lender" shall mean the holder of a mortgage encumbering any part of the Property, which is a bank, savings and loan association, insurance company, pension fund, real estate investment trust, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, federal or state agency, or other like business entity. "Institutional

Lender" shall also mean Declarant's acquisition and development lender, its successors and assigns.

O. "Lot" means any lot shown on a Plat.

P. "Member" shall mean a member of the Association.

Q. "Notice" shall mean delivery of any document to the person or entity to whom such notice is sent to the last known address, according to the records of the party transmitting such notice. Delivery shall be by U.S. Mail postage prepaid, delivered, electronically transmitted, posted conspicuously, or broadcast on closed-circuit cable television.

R. "Owner" shall mean the record owner of legal title, as shown by the records of the Association, whether it be Declarant, one or more persons, or legal entities, of the fee simple title to any portion of the Property, and shall not include the holder of a mortgage, unless and until such holder has acquired title.

S. "Plat" or "Plats" shall mean any plat subdividing Grandefield on Poley Creek, as recorded in the Public Records of the County.

T. "Property" shall mean and include the real property described on Exhibit "A" and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration.

U. "Recreational Areas" shall mean those areas designated within the Common Property for such use by the Association.

V. "Recreational Facilities" shall mean those areas designated or set aside for recreational purposes, from time to time, and designated for such use.

W. "Residential Property" shall mean a Lot or Lots intended for use as a site for one or more Residential Units.

X. "Residential Unit" shall mean any improved parcel intended for use as a single-family dwelling. A Residential Unit shall not be deemed to be improved until a certificate of occupancy has been issued by the appropriate governmental authorities or until the dwelling is determined by Declarant or the Association, in its reasonable discretion, to be substantially complete. A parcel shall thereafter be deemed to be a Residential Unit until such time as any improvements have been completely removed to the foundation level (in the event of voluntary or involuntary destruction).

Y. "Stormwater Management System" shall mean that portion of the Property consisting of swales, inlets, culverts, lakes, outfalls, storm drains, wetlands, mitigated wetlands and the like, and all connecting pipes and easements, used in connection with the retention, drainage, and control of surface water.

Z. "SWFWMD" shall mean the Southwest Florida Water Management District.

AA. "Grandefield" shall mean the Property as intended to be developed and all additional real property subjected to this Declaration.

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

Declarant intends to develop the Property in accordance with a site development plan, as amended from time to time, but reserves the right to review and modify the site development plan from time to time without the approval of any person or entity until such time as Declarant ceases to own fee simple interest in any part of the Property. Declarant shall not be responsible or liable to any Member or other person or entity for failing to follow any predetermined order of improvement and development and it may bring within this Declaration additional lands and develop them before completing the development of the Exhibit A Property. Developer also reserves the right to remove lands from the Exhibit A Property.

ARTICLE III. MANAGEMENT OF THE PROPERTY

Section 1. Operation of the Property. By acceptance of a deed to any portion of the Property, each grantee, together with its family, guests, invitees and tenants, agrees to be bound by and to abide by the terms of the Governing Documents.

Section 2. Development. Each Owner, by acceptance of a deed to any portion of the Property, acknowledges that such Owner's quiet enjoyment of the Property may be interfered with by the construction operations on the Property. Each Owner waives any and all claims against Declarant and the Association for interference with such quiet enjoyment. From time to time, Declarant has and will present to the public certain renderings, plats, plans, and models showing possible future development of the Property. Declarant does not warrant the schemes in these renderings, plans, or models, or how future improvements on the Property actually will be developed. Each Owner accepts that any such renderings, plans, or models are primarily schematic and in no way represent the final development of the Property. Each Owner releases Declarant and the Association from any and all claims that they may have against Declarant or the Association for any future development of the Property.

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Each Owner agrees that Declarant and the Association have the sole right to design, construct, develop, and improve the Property as they determine.

Section 3. Water Bodies. Certain Lots and other buildable areas may be located adjacent to water bodies. The waterfront property line of each such Lot may be located at or near the top of the bank around a water body; however, no person or entity owning any abutting property shall be deemed to acquire any right in such waters thereof. Neither the Association nor the Declarant make any warranties or representations that water levels in any water body will be maintained at any particular level or that the elevation of such waters will remain the same.

Section 4. Conservation Areas. Conservation Areas shall be monitored, managed, and maintained by the Association in accordance with the regulatory requirements. No Owner, or any tenant, guest or invitee shall use or occupy any part of any Conservation Areas or any buffer areas adjacent thereto, except as expressly authorized by the Association.

Section 5. Recreational Facilities. Recreational Facilities, if any, shall be operated by the Association. The right to use the Recreational Facilities shall be governed by rules and regulations promulgated and amended from time to time by the Association. Ownership of a Residential Unit or a Lot or of any other portion of the Property does not confer any ownership rights in any Recreational Facilities.

Section 6. Stormwater Runoff, Water Conservation and Reclamation Programs. Declarant hereby reserves for itself, and grants to the Association to share with Declarant, all rights to ground water, surface water, and stormwater runoff within the Property. Declarant and the Association have the exclusive right to claim, capture, and collect rainwater, groundwater, surface water, and stormwater runoff within the Property unless they give written permission to the contrary. The Association and the Declarant may establish programs for the reclamation of stormwater runoff and wastewater for appropriate uses within or without the Property, and may require Owners to participate in such programs to the extent reasonably practicable. No Owner shall have any right to be compensated for the water claimed or reclaimed from any of the Property.

ARTICLE IV. FUNCTIONS OF THE ASSOCIATION

Section 1. Services. In addition to the powers provided under the Governing Documents and the laws of the State of Florida, Association may provide the following services:

A. Maintenance of Common Property owned or operated by it, or in which it has an easement or license.

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B. Maintenance of water bodies, if and to the extent permitted by any governmental authority having jurisdiction thereof.

C. Taking any and all actions necessary to enforce the Governing Documents.

D. adopt and amend Bylaws and Rules and Regulations;

E. adopt and amend budgets and collect assessments under the Governing Documents;

F. hire and discharge employees, agents and independent contractors;

G. institute, defend or intervene in litigation or proceedings in its own name and on behalf of itself or two or more Owners;

H. make contracts and incur liabilities;

I. impose and receive fees for services;

J. impose charges for late payment of assessments and levy fines for violations of the Governing Documents;

K. impose charges for the preparation and recordation of statements of unpaid assessments;

L. provide for the indemnification of its officers and maintain directors' and officers' liability insurance;

M. assign its right to future income.

Section 2. Conveyance by Association. The Association has the power to delegate its functions and convey its properties to any governmental unit or public utility or to any private entity so long as the use is consistent with the intended use of such property.

ARTICLE V. THE ASSOCIATION

Section 1. Membership. Membership is compulsory and continues as to each Owner until such time as such Owner transfers of record such Owner's interest in the Lot upon which membership is based, or until the interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee.

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A. Except as provided in the Governing Documents, the Board may act in all instances on behalf of the Association.

Section 2. Turnover of Control. The Articles and Bylaws may provide for a period of time in which the Declarant elects the majority of the Board, during which period Declarant, or persons designated by them, may additionally appoint and remove the officers and Directors.

Section 3. Board of Directors. Upon the turnover of the control of the Association, the Owners shall elect a Board of at least 3 Members. Such Board shall elect the officers. The Board and officers shall take office upon election.

Section 4. Bylaws. The By-laws shall provide for:

A. the number of Directors and the titles of the officers of the Association;

B. the qualifications, powers and duties, terms of office and manner of electing and removing Directors and officers and filling vacancies; and

C. the method of amending the Bylaws.

Section 5. Maintenance Responsibility. Each Owner is responsible for maintenance, repair and replacement of such Owner's property, unless provided otherwise or approved by Declarant or the Association.

Section 6. Design Guidelines. No Design Guidelines adopted by Declarant shall be modified, amended, or altered without Declarant's written consent so long as Declarant owns any part of the Property.

Section 7. Dissolution. Upon dissolution of the Association, other than incident to a merger or a consolidation, the assets of and maintenance obligations of the Association shall be granted, conveyed, and assigned to a non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VI. ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Declarant covenants, and each Owner shall by acceptance of a deed, and all Owners are deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) annual assessments, (2) special assessments, and (3) individual assessments, all fixed, established, and collected from time to time as hereinafter provided. All assessments commence as to an Owner as of the date of the deed, conveying a Lot to such

Owner regardless of whether or not the improvements to be constructed thereon are complete or incomplete. The annual, special, and individual assessments, together with such interest thereon and costs of collection therefor, shall be a charge and continuing lien as provided herein on the Lot and improvements thereon of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and costs of collection, shall also be the personal obligation of the Owner of such Lot at the time when the assessment first became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Property or by the abandonment of the Lot against which the assessment was made. In the case of co-ownership, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Annual Assessments Budget. The Board shall provide a written notice of its meeting to adopt a budget which comprises the annual assessments and shall provide such notice to Owners at least 14 days before its meeting, which notice shall include a statement that assessments will be considered at the meeting and the fact that the meeting is for the Board to adopt the budget which is to comprise the annual assessments. The annual assessments shall be used exclusively to provide services that the Association is authorized or required to provide.

Failure of the Board to adopt a budget shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay annual assessments on the same basis as for the last year for which an assessment was made, until a new budget is adopted, at which time the Association may retroactively assess any shortfalls in collections.

The first annual assessments shall be based upon an estimate of the operating expenses for the year, plus an adequate reserve for anticipated expenses. In the event this assessment proves insufficient to satisfy such expenses, the Board may levy supplementary assessments in the amount of the deficit.

Section 3. Date of Commencement of Annual Assessments; Due Dates. The annual assessments shall commence on the date set by the Board. The frequency of payment shall be fixed by the Board. Declarant is excused from the payment of assessments for Property owned by it as it has hereby obligated itself to pay for all expenses incurred by the Association in excess of those expenses payable solely from the assessments payable by Owner's other than the Declarant. At such time as Declarant notifies the Association that it intends to pay assessments on all Lots and Property owned by it, Declarant shall no longer be responsible for funding such deficit.

Section 4. Special Assessments. In addition to annual assessments, the Board may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the costs of any unbudgeted expense. The Board shall provide written notice of any meeting to consider or impose a special assessment and shall provide such notice to Owners at least 14 days before the meeting, which notice must specify the nature of the special assessment. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 5. Duties of the Board. The Board shall prepare a roster of Owners and assessments applicable to their Lots, which shall be kept by the Secretary of the Association, and a copy thereof shall be made available to any Owner upon request. The Association shall, upon request, furnish to any Owner a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Nonpayment; Personal Obligation; Lien; Remedies. If an assessment is not paid on the date due, such assessment shall be delinquent and shall, together with interest thereon and costs of collection thereof, become a continuing lien on the Lot owned by the Owner. The obligation to pay such assessment shall be the personal obligation of the Owner of the Lot against whom it was assessed. The Association may record a notice of lien for delinquent assessments in the public records and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value unless so recorded. Upon recording, the lien shall secure the amount of all unpaid assessments, interest and attorneys' fees and costs until satisfied of record.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above-provided and an attorneys' fee to be fixed by the court together with the costs of the action.

Section 7. Subordination of the Lien to Mortgagees' Rights. The lien of all assessments is subordinate to the lien of any first mortgage to an Institutional Lender used to acquire a Lot ("institutional first mortgagee") or purchase money mortgage now or hereafter placed upon a Lot prior to the recording in the public records of a notice stating the amount of the unpaid assessment attributable to such Lot; provided, however, that such subordination shall apply

only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, including a sale or transfer of such Lot pursuant to a deed in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. An institutional or purchase money first mortgagee, upon written request, shall upon written request to the Association, be entitled to written notification from the Association of any default of an Owner of any obligation hereunder which is not cured within sixty days.

Section 8. Exempt Property. The following portions of the Property are exempt from the assessments, charges and liens created herein: (a) all properties, to the extent of any easement or other interest therein dedicated or deeded and accepted by a public authority and devoted to public use; (b) all Common Property and any improvements thereon; and (c) any property not designated as Residential Property or a Residential Unit.

Section 9. No Diminution or Abatement. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it, or for convenience or discomfort arising from any other action.

ARTICLE VII. EASEMENTS

Section 1. Appurtenant Easements. Declarant grants to all Owners and the Association, a perpetual, nonexclusive easement for ingress and egress over, across and through all Common Property, such use and enjoyment to be shared in common with the other Owners, as well as the guests, lessees, and invitees of Declarant.

Section 2. Utility Easement. Declarant reserves to itself a perpetual easement upon, over, under and across the Property for the purpose of maintaining, installing, repairing, altering and operating irrigation lines, sewer lines, water lines, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, siphons, valves, gates, pipelines, telephone, fiber optic and cable television service, electronic security systems and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and services to service the Property. All such easements shall be of a size, width and location as Declarant, in its discretion, deems best, but placed in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 3. Declarant Easement. Declarant hereby reserves to itself and to such other persons as Declarant may from time to time designate, a perpetual easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access and use do not unnecessarily interfere with the reasonable use and enjoyment of the Common Property by the Owners.

Section 4. Extent of Easements. The rights and easements of enjoyment created herein shall be subject to the right of the Association to suspend the rights and easements of enjoyment of any Owner or an Owner's tenants, guests or invitees, for any period during which any assessment remains unpaid, and for any period, not to exceed 60 days, for any infraction of the Rules and Regulations, it being understood that any suspension for either nonpayment of any assessment or breach of any of the Rules and Regulations shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment. With respect to suspensions for infractions of the Rules and Regulations, the following restrictions shall apply: (A) suspension may not be imposed without notice of at least 14 days to the Owner sought to be suspended and an opportunity for a hearing before a committee (the "Violations Committee") of at least three Owners appointed by the Board who are not officers or Directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, Director or employee; and (B) if the Violations Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

Section 5. Platted Easements. Easements for drainage and for the installation and maintenance of utilities are reserved as shown on the Plats. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may impede the flow of water through drainage channels in the easements or otherwise affect the utilities or other improvements therein or the intended use of the easement. All banks, swales, and berms constituting a part of any water body, and any swales and drainage canals located within the Property, must remain undisturbed and properly maintained in order to perform their functions. Any easement area on a Lot within it shall be maintained continuously by its Owner, except for those improvements for which a public authority or utility company is responsible. Within the areas encompassed by platted easements, there shall be no structures, fences, trees, or objects which impair or block, permanently or temporarily, the ability of the Association to have free and unencumbered access to drainage facilities or to platted Conservation Areas abutting the easements, so that the Association will have regular periodic access to such facilities in the areas and sufficient area in which to conduct maintenance activities. The Association shall have access to all drainage and platted Conservation Areas for purposes of operation and

maintenance thereof, and shall not be held liable for any damage to or removal of any Owner's sod or other plantings caused by such operation and maintenance activities.

Section 6. Easements for Cross-Drainage. Every Lot and the Common Property is hereby burdened with easements for natural drainage for stormwater runoff from other portions of the Property as shown on the master drainage plan included as part of the site development plan for the Property. No Owner or other person or entity shall alter the drainage on any Lot so as to materially increase the drainage of stormwater onto adjacent property unless such person has obtained the consent of the Owner of the affected property and of all applicable governmental authorities (to the extent such consent is required by those authorities), and the drainage must be consistent with the master drainage plan included in the site development plan for the Property.

Section 7. Right of Entry. In addition to the easements described herein, Declarant and the Association are hereby granted a right of entry onto each Lot (but not inside a dwelling thereon), whether improved or unimproved, for any purpose reasonably related to the performance of any duty imposed, or the exercise of any right granted by, this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any dwelling shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to court order or other authority granted by law.

Section 8. Benefits. All easements reserved for the benefit of Declarant shall also be for the benefit of the Association, as applicable. Such easements are intended to supplement, not replace, the easements shown on the Plats and shall be construed as complementary to any such platted easements.

ARTICLE VIII. USE OF PROPERTY

Section 1. Covenants. In order to preserve the Property as a desirable place to live for all Owners, the following covenants are applicable to the Property.

A. Limitations. Nothing shall be constructed, planted, or placed on any portion of the Property in such a position (subsequent to the initial construction of improvements on the Property by Declarant) so as to create a hazard upon or block the vision of motorists upon any of the streets. No improvement, modification, or alteration of an improvement shall interfere with those easements or other rights set forth in this Declaration.

B. Building Restrictions. All buildings and improvements on the Property shall comply with the provisions of the Design Guidelines and must have

received prior written approval from the DRC authorizing the construction of the same. Only one dwelling may be constructed on each Lot. The minimum square footage of each dwelling shall be as set forth in the Design Guidelines. Any dwelling constructed shall be in accordance with the front, side, and rear yard set back requirements contained in the Design Guidelines. No structural or non-structural exterior alterations shall be permitted without written permission of the DRC.

C. Residential Use. No trade, business, or profession of any kind shall be conducted within the Property, except for the business of Declarant and Builders in developing the Property, and except that an Owner or occupant residing on a Lot, may conduct business activities upon such Lot so long as: (i) the activity is not apparent or detectable by sight, sound, or smell from outside the Residential Unit; (ii) the activity conforms to all zoning requirements for the Residential Unit; (iii) the activity does not involve regular visitation by suppliers or business invitees, or door-to-door solicitation of Owners; and (iv) the activity is consistent with the residential character of the Property and does not constitute a nuisance, a hazardous, or offensive use, or threaten the security or safety of other residents of the Property. The following non-residential uses are specifically prohibited: (a) group homes; (b) half-way houses; (c) assisted living facilities; and (d) in-home day care businesses.

D. Nuisances. No portion of the Property shall be used for the storage of any item that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the senses; nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the surrounding Property.

E. Unlawful or Offensive Use. No immoral, improper, offensive, or unlawful use shall be made of the Property. All applicable laws, zoning ordinances, orders, rules, regulations and requirements of all governmental agencies having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

F. Insurance. Nothing shall be done or kept on any part of the Property, which will increase the rate of insurance for the Association or the Declarant. No Owner shall permit anything to be done or kept in or on the Property which will result in the cancellation of insurance on any Common Property, or which would be in violation of any law.

G. Pets. No animals, livestock, or poultry may be kept, raised, or bred on any of the Property, except that customary household pets such as cats, dogs, pet birds, and fish may be kept subject to the provisions herein. No more than four dogs shall be permitted per Owner. The following shall apply with regard to any pet, which is allowed to be kept on the Property:

1. Dogs must be kept on a leash at all times unless kept in an enclosed area.

2. All pet excrement must be removed immediately from the Property, including, but not limited to, lawns, walks, driveways, and parking areas, Common Property and Recreational Areas.

3. Pets which create continuous and repeated excessive noise, emit obnoxious odors, create unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night are prohibited. Any Owner of a pet who is the subject of two verified complaints shall permanently remove the pet from the Property upon notice from the Association. A verified complaint is a complaint signed by a complaining party before a notary public and determined by the Violations Committee to be true and to constitute a valid basis for requiring the removal of the pet.

H. Signs. Signs and banners, excluding temporary garage sale and security signs, are prohibited. Notwithstanding the foregoing, Owners may erect and display: (a) one "for sale" or one "for rent" or one "open house" sign within the front yard area of their Lot so long as such sign is not within an easement, is not placed between the sidewalk and the curb of a street, and is in compliance with the Polk County Sign Ordinance then in effect and in no instance larger than 2' x 3'; (b) political signs meeting the foregoing criteria for "for sale" signs for 2 weeks prior to an election which must be removed on the day after the election. The Association, Declarant shall have the right to erect signs as they, in their discretion, deem appropriate including the right of the Association to display on any Common Property signs for community garage sales. The Declarant additionally shall have the right to place any advertising, informational, or other signs as it sees fit to assist in its development of the Property. The Declarant and the Association may authorize promotional signs to persons constructing improvements on a Lot.

I. Parking and Garages. All vehicles shall be kept inside a garage, except that vehicles may be parked on a driveway, but only if the garage is fully occupied. Vehicles parked on driveways shall not block sidewalks. Garage doors shall be kept closed except when vehicles are entering or exiting. Vehicles, (as defined in Rules and Regulations) tractors,

mobile homes, recreational vehicles of all types, trailers of all types (either with or without wheels), campers, camper trailers, boats and other water craft, all terrain vehicles, and boat, and recreational vehicle trailers shall be kept only in garages. No inoperable vehicles of any kind and no passenger vehicles or other vehicles not currently licensed shall be parked or stored within the Property. No vehicles shall be repaired or rebuilt anywhere within the Property other than within a garage. No vehicles owned or leased by any Owner displaying signs or advertising of any nature shall be permitted to be parked in a driveway of a Residential Unit, or within the Property, unless such vehicles are kept inside the garage when not in use. This provision shall not prohibit the parking of marked or unmarked law enforcement vehicles in a driveway (i.e., squad cars) which are assigned to a sworn law enforcement officer who is an Owner. There shall be no overnight parking of any vehicle in the street. The DRC shall have the right to grant variances from the foregoing restrictions in cases of hardship which variance shall be granted upon such terms and conditions and for such duration as the DRC may determine to be appropriate. The foregoing restrictions do not apply to parking at the Common Property or to the parking of construction vehicles and trailers during construction on the Property so long as such vehicles and trailers are parked in accordance with the Design guidelines.

J. Temporary and Accessory Structures. All accessory structures, such as basketball, soccer, or baseball equipment, play sets, trampolines, cabanas, are permitted only if approved by the DRC. All tents, gazebos, trailers, shacks, barns, sheds or other outbuildings or freestanding structures of a temporary character are prohibited. Detached garages are permitted only if approved by the DRC. Pod units are permitted only as approved.

K. Soliciting. Solicitation is prohibited except that solicitation may be permitted on the Common Property in accordance with the Rules and Regulations.

L. Maintenance. Lots shall be properly maintained and kept in an orderly condition so as not to detract from the neat appearance of the Property. Declarant or the Association may have any objectionable items removed so as to restore its orderly appearance, without liability therefore, and charge the Owner for any costs incurred in the process.

M. Water Craft. No watercraft of any kind, powered or non-powered, may be used on any Lake or body of water on the Property without the prior approval of Declarant or the Association. No Owner may store or park a boat, other watercraft and/or boat trailer within a parcel, except within a fully-enclosed garage. In all other instances, boats and boat trailers shall not be stored or parked within the Property. Docks, davits, ramps, outbuildings, or any

structure designed for the use of a boat or watercraft near or in any Lake or other body of water are expressly prohibited.

N. Clotheslines. The installation of clotheslines and clothes poles is permitted so long as they are landscaped or fenced (as approved by the DRC in writing) so as to not be visible from the street or any adjacent Residential Units.

O. Declarant's Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors and assigns to maintain and carry on such activities as may be reasonably required, convenient or incidental to the completion, improvement and sale or the developing of parcels, including, without limitation, the installation and operation of sales and construction offices, signs and model dwellings. The location of any construction offices shall be subject to Declarant's control.

P. Outside Lighting. Except as may be installed initially by Declarant, no spotlights, flood lights, or similar high intensity lighting shall be placed or utilized upon any Residential Unit which in any way will allow light to be reflected on any other Residential Unit or the improvements thereon or upon any Common Property, without the written authorization of the Association. Other types of low intensity lighting, which do not disturb the Members or other occupants of the Property, shall be allowed. No colored light source of any kind shall be permitted except for seasonal lighting, which is temporary in nature and removed within 14 days after the end of the applicable season.

Q. Leasing. No Owner shall lease less than an entire Residential Unit or lease such Residential Unit for a period of less than 12 months. Subleasing is specifically prohibited.

R. Owner's Insurance. Each Owner shall carry blanket "all-risk" property insurance on such Owner's property and structures thereon, providing for replacement cost coverage (less a reasonable deductible). Each Owner agrees that in the event of damage to or destruction of structures on or comprising a Residential Unit, such Owner shall proceed to repair or to reconstruct such structures within 12 months after such damage or destruction, in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with ARTICLE IX.

S. Subdivision. No Residential Unit shall be further subdivided except upon express written consent of Declarant so long as Declarant owns any part of the Property, and thereafter, with the consent of the Association, and in accordance with subdivision regulations of Polk County, as applicable.

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T. General Restrictions on Common Property. No Owner shall obstruct any part of the Common Property, nor keep or store anything on the Common Property. No person other than Declarant or the Association, or their appointed agents, may alter, construct upon, or remove anything from the Common Property. All uses and activities upon or about the Common Property are subject to the rules, regulations, and policies of Declarant and the Association.

U. Protection of Environmentally Sensitive Lands. The following restrictions are promulgated by SWFWMD:

No Owner of property within the subdivision may construct or maintain any building, residence or structure or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded Plat of the subdivision unless prior approval is received from the Southwest Florida Water Management District, Brooksville Regulation Department. The Lot Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Bartow Service Office, Surface Water Regulation Manager.

No Member shall dump or place silt or other substance or material such as landfill, trash, waste or unsightly or offensive materials; remove or destroy trees, shrubs or other vegetation; excavate, dredge or remove loam, peat, gravel, soil, rock or other material in such manner as to affect the surface area; make any use of the surface that does not allow it or any water or conservation area to remain predominantly in its natural condition or make any use that is detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish or wild life preservation, or to any aspects of any of the Property having historical, archaeological or cultural significance.

No Member may fill, excavate, clear, mow, plant, or in any other way disturb the areas designated as conservation areas or conservation easements, wetland buffers, wetland mitigation, or upland preservation, which are directly adjacent to their property.

V. Compliance with Surface Water Management System. Each property Owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD).

W. Severe Storm Weather. At the threat of severe storm weather, Owners are encouraged to protect their properties. The following restriction is applicable to temporary measures taken to protect properties:

a. Storm shutters, plywood, tape, or other protection devices to protect windows and glass doors may be applied no sooner than 2 days before an impending arrival of such severe storm based on the projected arrival time of such severe storm by the National Weather Service or Hurricane Center. Such protective devices must be removed within 5 days after the severe storm or threat thereof has passed, or been removed, as applicable.

ARTICLE IX. DESIGN CRITERIA AND REVIEW

Section 1. Purpose. To preserve the natural beauty, protect sensitive portions, and assure that construction of improvements upon the Property shall be in harmony with the natural aesthetics of the site the DRC is established.

Section 2. Design Review Committee. The duties, powers, and responsibilities of the DRC are as follows.

A. Initial DRC. Declarant shall initially establish the DRC, which shall be constituted of not less than 3 persons. At such time as Declarant shall have completed its review and approval for all plans, specifications, colors, elevations, layout, and building materials, for initial construction by all Builders to whom Declarant has agreed to sell Lots, or earlier at Declarant's option, Declarant shall turn over the control of the DRC to the Association.

B. Construction Subject to Design Review. No construction, modification, alteration or other improvement (which term specifically includes landscaping) of any nature whatsoever, except interior alterations not affecting the external structure or appearance, shall be undertaken on any Residential Unit or any of the Property unless and until the plans and specifications for the same have been approved in writing by the DRC. Modifications subject to such approval specifically include, but are not limited to the following: painting or other alteration of a dwelling (including doors, windows and roof); installation of solar panels or other energy-generating devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences; addition of awnings, shutters, gates, flower boxes, shelves, statues or other outdoor ornamentation; installation of patterned or brightly colored internal window treatment; any alteration of the landscaping or topography of the parcel; planting or removal of plants; the creation of any pond or swale or similar features of the landscape. This Article shall not apply to the Property owned by Declarant while it is being developed by Declarant in accordance with an approved site plan.

C. Design Review Procedures.

1. Declarant has established Design Guidelines for all construction, other improvements, and landscaping and uniform procedures for the review of applications submitted to it. These Design Guidelines may be modified from time to time.

2. The plans submitted to the DRC shall conform to the Design Guidelines and shall include:

(a) 2 reproducible copies of the construction and site plans and specifications, including all proposed landscaping;

(b) an elevation or rendering of all proposed improvements; including proposed exterior color.

(c) a survey showing the following:

(i) the type and the locations of all trees in excess of 4" in diameter at breast height; and

(ii) such other information or samples as the DRC may reasonably require.

One copy of the plans shall be retained in the records of the DRC and one shall be returned to the Owner marked "approved" or "disapproved".

D. The DRC shall have the right to refuse to approve any plans and specifications, which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. All decisions of the DRC shall be provided to Declarant or to the Board (as applicable). Any party aggrieved by a decision of a DRC shall have the right to make a written request to Declarant or to the Board within 30 days of such decision, for review. The determination of Declarant or Association upon reviewing any such decision shall in all events be dispositive. The DRC in accepting or reviewing any plans and specifications shall not have or undertake any responsibility or liability for the quality of design or construction.

E. If any improvement requiring approval is changed, modified or altered without prior approval of the DRC of such change, modification or alteration and the plans and specifications therefore, if any, then the Owner shall upon demand cause the improvement to be restored to comply with the plans and specifications originally approved by the DRC, and shall bear all costs and expenses of such restoration, including costs and expenses of such restoration, attorneys' fees and costs.

F. All improvements for which approval of the DRC is required shall be completed within a reasonable time from the date of commencement or within the time set by the DRC in the event that the approval is so conditioned.

G. The DRC shall in all cases have the right to determine and designate building set back lines necessary to conform to the general plan of the land where those lines are not set in the graphics of the Design Guidelines.

H. In the event the DRC shall fail to approve or disapprove the plans and specifications submitted in final and complete form within 45 days after written request together with all necessary supporting plans, specifications or information is delivered to the DRC by the Owner, then such approval of the DRC shall not be required; provided, however, that no improvements shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

I. There is specifically reserved unto the DRC, the right of entry and inspection upon any Residential Unit or Residential Property for the purpose of determination by the DRC whether there exists any construction of any improvement, which violates the approval of the DRC or the terms of the Governing Documents. The DRC is empowered to enforce this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and attorneys', paralegals', legal assistants', and expert witnesses' fees in connection therewith. The Association shall indemnify and hold harmless the DRC and its members from all costs, expenses, and liabilities including attorneys' fees incurred by any member's service as a member of the DRC.

J. Declarant may delegate any or all of its powers under this Article to the DRC.

K. The DRC may impose reasonable fees and charges to enable it to carry out its functions.

ARTICLE X. ENFORCEMENT OF RULES AND REGULATIONS

Section 1. Compliance. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules, regulations, and policies adopted by Declarant, or the Association.

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Section 2. Enforcement. Failure to comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys', paralegals', legal assistants', and expert witnesses' fees incurred in bringing such actions, and if necessary, costs and attorneys', paralegals', legal assistants', and expert witnesses' fees for appellate review and in any bankruptcy proceedings, including proceedings to lift automatic stays. In addition to the enforcement power set forth above, Declarant, or the Association may take emergency action to enforce its rules and regulations where such action is necessary to protect the health and welfare of the Owners or people or property elsewhere in the Property or in close proximity thereto. The Association may find that there exists any emergency relating to the appearance or condition of any portion of the Property and issue a notice requiring the affected persons to attend a hearing on short notice (but no shorter than 48 hours) concerning the condition, unless it shall be remedied sooner than that time. If such remedy shall not have occurred at the time of a hearing then the Board may take such enforcement action as it deems necessary to abate or remedy the condition. The Association and its agents shall have the power and right to enter onto any portion of the Property to take such action without liability for trespass.

Section 3. Fines. In addition to all other remedies, the Association may impose, in its sole discretion, a fine or fines, not to exceed \$100.00 per violation per day (if a continuing violation, not to exceed \$1,000.00 in the aggregate) upon an Owner for failure of such Owner, his family guests, invitees, tenants or employees to comply with any covenant, restriction, rule or regulation, contained herein, or in the Governing Documents, provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner of the infraction or infractions at least 14 days prior to a hearing before the Violations Committee. Included in the notice shall be the date and time of the Violations Committee meeting at which time the Owner shall present reasons why any penalty should not be imposed.

B. Hearing. The noncompliance shall be presented to the Violations Committee after which the Violations Committee shall hear reasons why penalties should not be imposed. If the Violations Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. A written decision of the Violations Committee shall be submitted to the Owner by not later than 21 days after the Board's meeting.

C. Appeal. Any person aggrieved by the decision of the Violations Committee may, upon written request to the Violations Committee

filed within 7 days of the Violations Committee's decision, file an appeal. An appeals committee will be appointed by the Board within 7 days of the request and shall consist of 3 non-interested Owners. The appeals committee will meet and file a written determination of the matter and serve copies on both the Violations Committee and the aggrieved person. In no case shall the appeals committee's findings be binding on either party; however, the Violations Committee may elect to review its decision in light of the findings of the appeals committee.

D. Payment of Fines. Fines not paid within 30 days after notice of the imposition of the fine shall bear interest thereafter at the highest rate allowance by law until paid.

E. Collection of Fines. Fines shall be treated as an assessment otherwise due to the Association, except however a fine shall not become a lien against the Owner's Residential Unit and/or Lot.

F. Application of Fines. All monies received from fines shall be allocated as directed by the Board.

G. Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Member shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

H. Non-Applicability to Failure to Pay Assessments. The notice and hearing requirement of this Article do not apply to the imposition of suspensions upon any Owner to pay assessments or other charges when due.

ARTICLE XI. COVENANTS FOR MAINTENANCE; SECURITY

Section 1. Maintenance. Each Owner shall keep such Owner's property and all improvements in good order and repair, including but not limited to, seeding, watering, and mowing of all lawns, pruning and cutting of all trees and shrubbery, replacement of dead, diseased or destroyed landscaping materials with plant material of equal quality and size, and the painting (or other appropriate external care) of all improvements and external appurtenances, all in a manner and with such frequency as is consistent with good property management. Responsibility for maintaining the landscaping shall also include maintaining street trees, sidewalks and any landscaped area within a right-of-way which is adjacent to and contiguous with the Residential Unit and/or Lot. In no event shall the County be responsible for maintaining street trees, sidewalks, or any landscaped area within a right-of-way which is adjacent to and contiguous with a Residential Unit and/or Lot. Declarant and the Association

have the power, but not the obligation, to adopt minimum maintenance standards in connection with each Residential Unit and/or Lot and the improvements located thereon. Such standards shall be in addition to those obligations as stated in this Article and may be amended from time to time by the Declarant or the Association. Declarant and the Association shall have the right (but not the obligation), through its agents and employees, to enter upon the Property in question and to repair, maintain, repaint and restore the Residential Unit and/or Lot to good order and repair all without liability or responsibility for trespass or injury to property in the course of performing the acts set forth in this Article upon failure of an Owner to do so; provided, however, Declarant or the Association (as the case may be) shall first have given the Owner 72 hours' notice of the failure to comply and the Owner shall have failed to cure such non-compliance. The cost of such restoration shall be assessed and be a binding, personal obligation of the Owner, as well as a lien (enforceable in the same manner as any other assessment provided for herein) upon the parcel in question.

Section 2. Water Body Area Maintenance. Certain portions of the Property are located adjacent to water bodies. Each Owner of such property shall have the responsibility of sodding and mowing the abutting land area located between the rear of the property line and the littoral zones and/or the banks and/or waters edge of the water body. In no event shall the County be responsible for any maintenance whatsoever on the area from the rear of a property line to the littoral zone of a water body. Removal of native vegetation (including cattails) that becomes established within any wet detention areas abutting any property is prohibited. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.

Section 3. Notices and Disclaimers as to Water Bodies. Neither Declarant, nor the Association, nor any of their officers, directors, committee members, employees, management agents, contractors, or subcontractors (collectively, the "Listed Parties") shall be liable or responsible for maintaining or assuring the water quality or level in any pond, canal, creek, stream, or other water body within the Property, except as such responsibility may be specifically imposed by, or contracted with, an applicable governmental or quasi-governmental agency or authority. Further, all Owners and users of any portion of the Property located adjacent to or having a view of any of the aforesaid water bodies shall be deemed, by virtue of their acceptance of the deed to or use of such portion of the Property, to have agreed to hold harmless the Listed Parties for any and all changes in the quality and level of the water in such bodies. Neither Declarant nor the Listed Parties make any warranty or representation that water levels will be maintained at any particular level or that the elevation of such waters will remain the same. All persons are hereby notified that, from time to time, alligators and other wildlife may inhabit or enter

into water bodies within the Property and may pose a threat to persons, pets, and property, but that the Listed Parties are under no duty to protect against, and do not in any manner warrant against, any death, injury, or damage caused by such wildlife.

Section 4. Security. Declarant and the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make them safer than they otherwise might be. Neither Declarant, nor the Association shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of any effectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar system, or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken, will in all cases prevent loss or provide detection or protection for which the system is designed or intended. Each Member acknowledges, understands, and covenants to inform the occupants of its Residential Unit as the case may be, that Declarant, and the Association are not insurers, and that each person using the Property assumes all risks for loss or damage to persons, property, dwelling, and to the contents of dwellings resulting from the acts of third parties.

ARTICLE XII. GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors and assigns, for a period of 30 years from the date this Declaration is recorded. Upon the expiration of said 30-year period, this Declaration shall be automatically renewed and extended for successive 10-year periods. The number of 10 year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each 10 year renewal period for an additional 10 year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial 30 year period, or during the last year of any subsequent 10 year renewal period, 51% of the votes cast at a duly held meeting of the Owners at which 50% of the Owners are present, in person or by proxy, vote in favor of terminating this Declaration at the end of its then-current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least 45 days in advance of such meeting. An approved form of proxy shall accompany such notice. In the event that the Owners vote to terminate this Declaration, the President and Secretary of the Association shall execute a

single certificate which shall set forth the resolution of termination adopted by the Owners, the date of the meeting at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Owners, the total number of votes required to constitute a quorum at a meeting of the Owners, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of the County and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. This Declaration may be amended at any time provided that 51% of the votes cast by the Owners present, in person, or by proxy, at a duly called and held meeting of the Owners vote in favor of the proposed amendment. Notice shall be given at least 45 days prior to the date of the meeting at which such proposed amendment is to be considered. An approved form of proxy shall accompany such notice. If any proposed amendment to this Declaration is approved by the Owners as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than 60 days after the date of recording the amendment, the date of the meeting of the Owners at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Owners, the total number of votes required to constitute a quorum at a meeting of the Owners, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Public Records of the County. Any amendment, which would affect the Surface Water Management System, including the water management portions of the Common Areas, must have prior approval of the SWFWMD. Any amendment that would impair or prejudice the rights and priorities of any Institutional Lender shall not be effective without the prior written consent of such Institutional Lender.

Section 3. Amendments by Declarant. So long as Declarant owns fee title to any part of the Property, Declarant specifically reserves for itself, its successors and assigns, the right to alter, amend, modify, change, revoke, rescind or cancel any or all of the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration without the consent of any other Owners.

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Section 4. Annexation.

A. Declarant's Right to Annex. Notwithstanding anything to the contrary contained herein or in the Governing Documents relating to amendments hereto, the Declarant hereby expressly reserves the right to submit to the provisions of this Declaration, as amended from time to time, or to convey to the Association as Common Property, additional property without consent or joinder by any Owner, the Association, any residential community association, or the holder of any mortgage, lien or other encumbrance upon any of the Property already subject to the terms hereof. The Declarant shall also have the right, but not the obligation, to submit to the provisions of this Declaration as provided hereinabove, any real property or interest in real property owned or controlled by the Declarant, which property does not have to be contiguous, and which the Declarant may currently own or control or hereafter acquire or control. In furtherance thereof, the Declarant hereby expressly reserves the right to amend Exhibit "A" attached hereto without the joinder or consent of any person to include such property. Nothing contained in this Declaration shall be construed as obligating the Declarant to submit any additional property to the provisions of this Declaration or to convey additional Common Property to the Association.

B. Method of Annexation. In the event additional land is to be submitted to the terms and conditions of this Declaration, such submission shall be evidenced by a supplement to this Declaration recorded in the Public Records of the County.

C. Jurisdiction of Association. Effective immediately upon recording of any such supplement or quit claim deed in the Public Records of the County, the jurisdiction of the Association shall be extended to include the property described therein, and all provisions of this Declaration, as duly amended from time to time, shall constitute covenants running with the land described therein, and shall be binding upon all persons having any right, title or interest therein or any part thereof, and their grantees, heirs, successors, and assigns.

Section 5. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity and may be instituted by Declarant, its successors and assigns, the Association, or any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or Declarant to enforce any covenant, condition or restriction herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 6. Attorneys' Fees. The costs and reasonable attorneys', paralegals', legal assistants', and expert witnesses' fees (including those resulting from any appellate proceedings and any bankruptcy proceedings, including proceedings to lift automatic stays) incurred by Declarant, or the Association in any action against an Owner to enforce any provisions of this Declaration shall be a personal obligation of such Owner which shall be paid by such Owner, and any amount which remains due and unpaid shall be a continuing lien upon the real property and improvements thereon of such Owner collectable in the manner provided herein.

Section 7. Severability. Should any covenant, condition or restriction herein contained in this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 8. Compliance with Law. Notwithstanding anything contained in this Declaration to the contrary, no provision of this Declaration or any rule or regulation of the Association shall be enforceable if it is violative of any rule, law, ordinance, order, statute or regulation (a "Violative Provision") of any governmental authority having jurisdiction over the Property and such Violative Provision shall be a nullity.

Section 9. Interpretation. Declarant, so long as it owns fee title to any of the Property, shall have the right, except as limited by any other provisions of this document, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 10. Covenants Running with the Land. Notwithstanding anything to the contrary in this Declaration, and without limiting the generality (and subject to the limitations) of other applicable sections hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors, and assigns) that these covenants and restrictions shall run with the land and with title to the Property. Without limiting the generality of any other section hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application, and then be enforced in such a manner which will allow these covenants and restrictions to so run with

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the land. If such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties affected hereby (that these covenants and restrictions run with the land as aforesaid) be achieved.

Section 11. Execution of Documents. The development plan for the development of the Property may require from time to time the execution of certain documents required by the County or other governmental and regulatory agencies. To the extent that said documents require the joinder of Owners, Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Members, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section shall recite that they are made pursuant to this Section.

Section 12. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will not perform any act or undertake any activity, which will violate its nonprofit or tax exempt status under applicable state or federal law.

Section 13. No Other Declarations. No person shall record any easement, declaration of covenants, conditions, and restrictions, declaration of condominium, or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

Section 14. Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular and the use of any gender shall be deemed to include all genders.

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CERTIFICATION ON LAST PAGE
RICHARD M. WEISS, CLERK OF COURTS

IN WITNESS WHEREOF, Declarant has executed this Declaration.

Signed, Sealed and Delivered
in the presence of:

Wendy Bearden

(Witness 1 - Signature)

WENDY BEARDEN

(Witness 1 - Printed Name)

Jose L Parrilla

(Witness 2 - Signature)

JOSE L PARRILLA

(Witness 2 - Printed Name)

GRANDEFIELD PARTNERS LLC,
A Florida Limited Liability Company,

By: **LAND FUND MANAGEMENT, LLC,**
A Florida Limited Liability Company,
As its Manager,

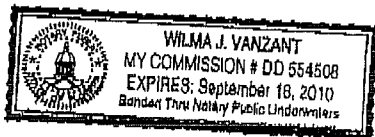
By: **FLORIDA LIFESTYLE COMMUNITIES, LLC,**
A Florida Limited Liability Company,
As its Manager

By: Arthur H. Erickson

Arthur H. Erickson,
As its Managing Member

STATE OF FLORIDA)
COUNTY OF POLK)

The foregoing instrument was acknowledged before me on February 14,
2007 by Arthur H. Erickson, as the Managing Member of **FLORIDA LIFESTYLE
COMMUNITIES, LLC**, a Florida limited liability company, on behalf of the
company, as the Manger of **LAND FUND MANAGEMENT, LLC**, a Florida limited
liability company, on behalf of the company, as the Manager of **GRANDEFIELD
PARTNERS, LLC**, a Florida limited liability company, on behalf of the company,
 who is personally known to me, or who has provided a driver's license
as identification.



Wilma J. Vanzant

(Signature)

WILMA J. VANZANT

(Type or Print Name)

My Commission Expires:

My Commission Number is:

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RICHARD M. WEISS, CLERK OF COURTS

JOINDER AND CONSENT

SUNTRUST BANK, the owner and holder of that certain Mortgage and Security Agreement, and Collateral Assignment of Rents dated as of August 18, 2001 encumbering Grandfield on Poley Creek and recorded in the public records of Polk County, Florida in Official Records Book 06936 at Page 1121 hereby joins in and consents to this Declaration of Covenants, Conditions and Restrictions of Grandfield on Poley Creek.

Signed, Sealed and Delivered in the Presence of:

Carol Addison
(Witness 1 - Signature)
Carol Addison
(Witness 1 - Printed Name)
Joyce Arneaux
(Witness 2 - Signature)
Joyce Arneaux
(Witness 2 - Printed Name)

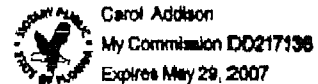
SUNTRUST BANK

By: James R. Lewis
As a FVP

STATE OF FLORIDA)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me on Feb. 15, 2007 by James R. Lewis, as the FVP of **SUNTRUST BANK**, who is personally known to me, or — who has provided a driver's license as identification.


Carol Addison
(Signature)
Carol Addison
(Type or Print Name)
My Commission Expires:
My Commission Number is:



JOINDER AND CONSENT

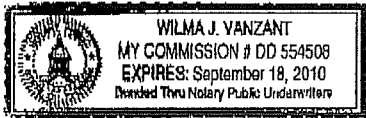
Grandefield Property Owners' Association, Inc. hereby joins in and consents to this Declaration of Covenants, Conditions and Restrictions of Grandefield on Poley Creek.

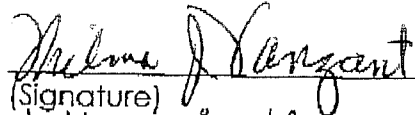
GRANDEFIELD PROPERTY OWNERS' ASSOCIATION, INC.

By: 
Thomas H. Eleazer
As its President

STATE OF FLORIDA)
COUNTY OF POLK)

The foregoing instrument was acknowledged before me on February 14, 2007 by Thomas H. Eleazer as the President of **GRANDEFIELD PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida not-for-profit organization organized under Florida law, on behalf of the organization, who is personally known to me, or who has provided a driver's license as identification.




(Signature)
WILMA J. VANZANT
(Type or Print Name)
My Commission Expires:
My Commission Number is:

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RICHARD M. WEISS, CLERK OF COURTS

EXHIBIT "A"

**GRANDEFIELD ON POLEY CREEK
LEGAL DESCRIPTION**

The West half of the Northwest quarter of Section 28, Township 29 South, Range 23 East, Polk County, Florida; LESS AND EXCEPT the maintained right-of-way for Shepherd Road, as depicted in Map Book 2, Page 348 and Map Book 6, Page 2 of the Public Records of Polk County, Florida.

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RICHARD M. WEISS, CLERK OF COURTS

EXHIBIT "B"
AMENDED AND RESTATED ARTICLES OF INCORPORATION

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
GRANDEFIELD PROPERTY OWNERS' ASSOCIATION, INC.**

The undersigned Incorporator hereby files these Amended and Restated Articles of Incorporation for the purpose of forming a not for profit corporation under the provisions of Chapter 617 and Chapter 720, Florida Statutes. These Amended and Restated Articles of Incorporation amend and restate in their entirety the Articles of Incorporation of Grandefield Property Owners' Association, Inc. filed with the Secretary of the State of Florida on September 6, 2006 as Instrument No. N06000009717. All of the directors of this Association have approved these Amended and Restated Articles of Incorporation on February 14, 2007.

ARTICLE I

NAME

The name of this Corporation shall be **GRANDEFIELD PROPERTY OWNERS' ASSOCIATION, INC.**, (the "Association").

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 146 Horizon Court, Lakeland, Florida 33813.

ARTICLE III

INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Association shall be located at 401 East Jackson Street, Suite 1700, Tampa, Florida 33602 and the initial registered agent of the Association shall be American Information Service, Inc. The Association may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Articles of Incorporation.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

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RICHARD M. WEISS, CLERK OF COURTS

The Association does not contemplate pecuniary gain or profit to its members (the "**Members**"). The specific purposes for which the Association is formed are to provide for maintenance, preservation and architectural control of the property submitted to its jurisdiction, (the "**Property**") pursuant to the Declaration, as that term is defined hereinafter, and for all other social and community related purposes benefiting the Members; including, but not limited to the following.

1. To exercise all of the powers, enforcement rights and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Grandfield on Poley Creek, (the "**Declaration**") applicable to the Property and recorded in the public records of Polk County, Florida, as the same may be amended from time to time;
2. To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes and governmental charges levied or imposed against property of the Association;
3. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
4. To borrow money, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
5. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property; and
6. To have and to exercise any and all powers, rights and privileges which a corporation organized under the laws of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROVISIONS

The Association has the power to operate and maintain the surface water management system facilities within the Property, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

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The Association shall exist in perpetuity; however, if the Association is dissolved, the control or right of access to those portions of the Property containing the surface water management system facilities for the Property shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if it is not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE VI

MEMBERSHIP

Grandefield Partners, LLC (the "**Declarant**") and every person or entity who is a record owner of an interest in any Lot or portion of the Property which is subject to the Declaration and assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or portion of the Property.

ARTICLE VII

VOTING RIGHTS

The Association shall have two classes of voting membership:

1. **Class A.** Class A Members shall be all Members, other than the Declarant. Class A Members shall be allocated one vote for each Lot in which they own fee simple title.

2. **Class B.** The Class B Member shall be the Declarant, or its specifically designated (in writing) successor. The Class B Member shall be allocated a number of votes equal to nine times the total number of Class A votes at any time; provided, that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier ("Turnover"):

a. Upon voluntary conversion by Declarant of its Class B membership to Class A membership; or

b. Three months after ninety percent of the maximum number of improved Lots allowed for the Property or contemplated by the Declarant to be subjected to the Declaration (as amended and supplemented from time to time) have been conveyed to Members other than the Declarant.

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ARTICLE VIII**BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of three directors, selected in accordance with the By-Laws. The number of directors may be either increased or diminished from time to time as provided in the By-Laws. The name and street address of the initial directors of this Association are:

<u>Name</u>	<u>Address</u>
Arthur H. Erickson	146 Horizon Court Lakeland, Florida 33813
Robert J. Salzman	146 Horizon Court Lakeland, Florida 33813
Tom Eleazer	146 Horizon Court Lakeland, Florida 33813

ARTICLE IX**DISSOLUTION**

The Association may be dissolved with the written consent signed by not less than two-thirds (2/3) of all Members, or as otherwise provided by law. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If acceptance of such dedication is refused, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X**EFFECTIVE DATE AND DURATION OF CORPORATE EXISTENCE**

This Association shall have an effective date as of its date of filing with the Secretary of State of Florida, and shall have perpetual existence unless sooner dissolved according to law.

ARTICLE XI

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AMENDMENT

Amendments shall be by the vote of a majority of the directors of the Association.

ARTICLE XII

INCORPORATOR

The name and street address of the person signing these Articles as Incorporator are:

Arthur H. Erickson
146 Horizon Court
Lakeland, Florida 33813

ARTICLE XIII

BY-LAWS

The power to adopt, alter, amend or repeal By-Laws shall be vested in the Board.

ARTICLE XIV

INDEMNIFICATION

In addition to any rights and duties under applicable law, this Association shall indemnify and hold harmless all its directors, officers, employees and agents, and former directors, officers, employees and agents from and against all liabilities and obligations, including attorneys fees, incurred in connection with any actions taken or failed to be taken by said directors, officers, employees and agents in their capacity as such except for willful misconduct or gross negligence.

Dated: February 14, 2007



ARTHUR H. ERICKSON,
Vice President and Incorporator

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS
FOR THE SERVICE OF PROCESS WITHIN FLORIDA
AND REGISTERED AGENT
UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

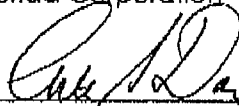
GRANDEFIELD PROPERTY OWNERS' ASSOCIATION, INC., under the laws of the State of Florida with its registered office at 401 East Jackson Street, Suite 1700, Tampa, Florida 33602, has named and designated American Information Service, Inc. as its Registered Agent to accept service of process within the State of Florida.

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

HAVING BEEN NAMED to accept service of process for the above-named corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties as Registered Agent.

Dated: Feb. 14, 2007

AMERICAN INFORMATION SERVICE, INC.,
A Florida Corporation

By: 
Aileen S. Davis
As a Vice-President

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EXHIBIT "C"
BY-LAWS
OF
GRANDEFIELD PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I

NAME, PRINCIPAL OFFICE, DEFINITIONS

Section 1.1 Name. The name of the Association shall be Grandefield Property Owners' Association, Inc. (the "Association").

Section 1.2 Principal Office. The initial principal office of the Association shall be located at 146 Horizon Court, Lakeland, Florida 33813. The Association may have such other offices as the Board of Directors may determine from time to time.

Section 1.3 Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized items shall have the same meaning as set forth in the Articles of Incorporation of the Association (the "Articles") and the Declaration of Covenants, Conditions and Restrictions of Grandefield on Poley Creek (the "Declaration"), unless the context indicates otherwise.

ARTICLE II

MEMBERSHIP AND MEETINGS OF MEMBERS

Section 2.1 Membership. The Association shall have two classes of membership as set forth in the Articles.

Section 2.2 Place of Meetings. Meetings of the Members of the Association shall be held at a suitable place convenient to the Members as designated by the Board.

Section 2.3 Annual Meetings. The Association shall hold a meeting of its members annually for the transaction of any and all proper business at a time, date, and place as determined by the Board of Directors. The election of the Board of Directors, other than the Initial Board, must be held at, or in conjunction with, the annual meeting.

Section 2.4 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by the Members

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RICHARD M. WEISS, CLERK OF COURTS

representing at least ten percent of the total votes of the Association. Signatures on any such petition may be filed by facsimile transmission or other electronic means provided the signature clearly acknowledges the substantive content or purpose of the petition.

Section 2.5 Notice of Meetings. Notice stating the place, date and hour of any meeting of the Members shall be given by mail, delivery or electronic transmission and otherwise in accordance with Chapter 720, Florida Statutes, to each Member not less than 7 days before the date of such meeting. In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address appearing on the records of the Association, with postage prepaid.

Section 2.6 Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless an objection is raised on the basis of lack of proper notice before the business is put to a vote.

Section 2.7 Adjournment. Adjournment of a meeting to a different date, time, or place must be announced at that meeting before an adjournment is taken. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum, provided any action taken is approved by at least a majority of the votes required to constitute a quorum.

Section 2.8 Voting. The voting rights of the Members shall be as set forth in the Articles.

Section 2.9 Proxies. On any matter as to which a Member is entitled to personally cast the vote, such vote may be cast in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may be lawfully adjourned and

reconvened from time to time, and automatically expires 90 days after the date for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. The proxy form may provide that any proxy holder may appoint, in writing, a substitute to act in his or her place.

Section 2.10 Majority. Unless otherwise provided by law, decisions that require a vote of the Members must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been obtained.

Section 2.11 Quorum. The presence of 30% of the total Members shall constitute a quorum at all meetings of the Association, in person or by proxy.

Section 2.12 Conduct of Meetings. The President or his designee shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 2.13 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed a majority of the Members. Such consents shall be signed within sixty days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of a Member at a meeting. Within ten days after receiving authorization for any action by written consent, the Secretary shall give written notice (delivered by hand or regular U.S. mail) to all Members who did not give their written consent, summarizing the material features of the authorized action.

ARTICLE III

BOARD OF DIRECTORS

Section A. Composition and Selection.

Section 3.1 Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. The Board shall have the authority to delegate any of its duties to agents, employees or others; provided, however, in the event of such delegation, the Board shall remain responsible for any action undertaken by such delegate. The directors shall be Members; provided, however, no person and his or her spouse may serve on the Board at the same time, and that the initial directors named in the Articles, and

as replaced by the Declarant from time to time as it sees fit (the "Initial Board"), shall be exempt from this requirement. In the case of a Member who is not a natural person, any person appointed by or an officer, director, partner, or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member.

Section 3.2 Number of Directors. The number of directors shall be not less than three. The Initial Board shall consist of three directors as identified in the Articles, and as replaced by the Declarant from time to time as it sees fit. The Initial Board shall stay in place until such time as the Class B membership, as described in the Articles, ceases to exist and converts to Class A membership. The Board shall have authority, from time to time to increase or decrease the number of directors, but in no event and under no circumstances shall the Board contain an even number of directors.

Section 3.3 Nomination and Election Procedures.

(a) Election of Directors at Turnover by Declarant. Turnover of the control of the Association from Declarant to the Class A Members occurs upon the happening of the following events, whichever occurs earlier ("Turnover"):

1. Upon voluntary conversion by Declarant of its Class B membership to Class A membership; or

2. Three months after ninety percent of the maximum number of improved Lots allowed for the Property or contemplated to be subjected to the Declaration (as amended and supplemented from time to time) have been conveyed to Member's other than the Declarant. Within 60 days after Turnover occurs, the Association shall call, and give not less than 30 days nor more than 60 days notice of, a special meeting to elect any directors the Members are then entitled to elect, or to replace the appropriate number of directors previously appointed by Declarant. At such special meeting, the Member shall elect any directors, which they are entitled to elect, and if they fail to do so, any directors appointed by Declarant, which would have been replaced, by any directors elected by the members, shall resign without further liability or obligation to the Association. In the event such a special meeting is called and held, at the meeting the Members may elect not to hold the next annual meeting if such next annual meeting would be less than 6 month after the date of the special meeting, and upon such election the next annual meeting shall not be held.

(b) Nomination and Declaration of Candidacy for Directors other than for Initial Board. Prior to each election of directors, the Board shall prescribe the

candidacy opening day and the candidacy closing date of a reasonable filing period in which each eligible person may file as a candidate. The Board shall also establish such other rules and regulations it deems appropriate to conduct the nomination of directors in a fair, efficient, and cost-effective manner.

Nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board, and three or more Members. The Nominating Committee shall be appointed by the Board not less than thirty days prior to each election to serve until their successors are appointed and such appointment shall be announced in the notice of each election. The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine.

Nothing contained in this Section shall be construed as limiting the right of a Member to nominate himself or herself as a candidate for the Board at a meeting where the election is to be held.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

(c) Election Procedures for Directors after Initial Board. All elections shall be held at or in conjunction with the annual meeting of the Members.

Each Member may cast the vote for each position to be filled from the slate of candidates on which such member is entitled to vote. There shall be no cumulative voting.

On the election date, the Board or its designee shall open and count the ballots. The number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

Section 3.4 Election and Term of Office. Notwithstanding any other provision of these By-Laws:

(a) The term of the Initial Board shall expire when the Class B membership ceased to exist and is converted to Class A membership. All other directors shall serve for a term of two years.

(b) If for any reason a director is no longer a Member, said director shall immediately resign and a successor director shall be elected as set forth below.

Section 3.5 Removal of Directors and Vacancies after Initial Board. Any director may be removed, with or without cause, by the vote of a majority of the Members. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. A separate vote shall be held for each director whose removal is sought. Upon removal of a director, a successor shall be appointed by the Board to fill the vacancy for the remainder of the term.

Any director who has three consecutive unexcused absences from Board meetings, or who is more than thirty days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy for the remainder of the term.

Section B. Meetings.

Section 3.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as a majority of the directors shall determine.

Section 3.7 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two directors and as otherwise set forth in Chapter 720, Florida Statutes.

Section 3.8 Notices, Waiver of Notice.

(a) Notices of meetings of the Board shall specify the time and place of the meeting and in the case of a special meeting, the nature of any special business to be considered. Notice of all regular and special meetings shall be posted in a conspicuous place in the community at least forty-eight hours in advance of a meeting, except in an emergency. In the alternative, if notice is not so posted, notice of each Board Meeting must be mailed or delivered to each Member at least seven days before the meeting, except in an emergency. If the Association has more than one hundred Members, as an alternative to posting or mailing of notice of Board Meetings to Members as provided herein, notice may be provided by providing each Member with an annual schedule of regular Board Meetings at the beginning of the year or as otherwise set forth in Chapter 720, Florida Statutes.

(b) Notice of meetings of the Board shall be given to each director by (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone

communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director, or (iv) telephone facsimile, computer, fiber optics or other electronic communication device, with confirmation of transmission.

(c) All such notices shall be given at the director's telephone number, fax number, electronic mail number, or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four business days before the time set for the meeting. Notices given by personal delivery, telephone or other device shall be delivered or transmitted at least seventy-two hours before the time set for the meeting.

(d) The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present; and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(e) An assessment may not be levied at a Board Meeting unless notice of the meeting includes a statement that assessments will be considered is provided to all Members at least 14 days before the meeting and as otherwise set forth in Chapter 720, Florida Statutes.

Section 3.9 Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

Section 3.10 Quorum of Board of Directors. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Adjournment of a meeting to a different

date, time, or place must be announced at that meeting before an adjournment is taken. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

Section 3.11 Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director, and any contract in existence prior to the date of the first meeting of the Board.

Section 3.12 Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

Section 3.13 Open Meetings. All meetings of the Board shall be open to all Members. Members other than directors may not participate in any discussion or deliberation unless in compliance with Chapter 720, Florida Statutes.

Section C. Powers and Duties.

Section 3.14 Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in these By-Laws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things, which the Declaration, Articles, these By-Laws, or Florida law do not direct be done and exercised exclusively by the Members or the membership generally.

Section 3.15 Duties and Rights. The duties and rights of the Board shall include, without limitation:

- (a) preparation and adoption of annual budgets;
- (b) assessing and collecting assessments;

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(c) making and amending rules and regulations;

(d) enforcing by legal means the provisions of the Declaration, these By-Laws and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against property owners subject to the Declaration; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines the Association's position is not strong enough to justify taking enforcement action;

(e) obtaining and carrying insurance, and providing for payment of all premiums, and filing and adjusting claims, as appropriate;

(f) paying the cost of all services rendered to the Association or its Members;

(g) keeping books with detailed accounts of the receipts and expenditures of the Association;

(h) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association, to the extent such indemnity is required by Florida law, the Articles or these By-Laws; and

Section 3.16 Right to Contract. The Association shall have the right to contract for the performance of various duties and functions, including, without limitation, management, bookkeeping and legal services.

ARTICLE IV

OFFICERS

Section 4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer who are appointed by the Board. Officers may, but need not, be members of the Board. The Board may appoint such other officers including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary. All officers must be Members of the Association except while the Association is controlled by the Declarant, the officers need not be Members.

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Section 4.2 Election and Term of Office. The Board shall elect the officers of the Association. Officers shall serve until a successor is elected, or until the officer ceases to be a Member of the Association.

Section 4.3 Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

Section 4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 4.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors.

ARTICLE V

MISCELLANEOUS

Section 5.1 Committees. The Board may appoint such committees, as it deems appropriate to perform such tasks and functions as the Board decides. Committee members serve at the Board's discretion. Any committee member, including committee chair, may be removed by the vote of a majority of the Board. Each committee shall operate in accordance with the terms of the resolution establishing such committee.

Section 5.2 Fiscal Year. The fiscal year of the Association shall be January 1 through December 31.

Section 5.3 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles, the Declaration, or these By-Laws.

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Section 5.4 Conflicts. If there are conflicts between the provisions of Florida law, the Articles, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles and the By-Laws (in that order) shall prevail.

Section 5.5 Books and Records. Every Member shall have the absolute right to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association, as set forth in Chapter 720, Florida Statutes.

Section 5.6 Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:


(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the Residential Unit of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this section.

Section 5.7 Amendment.

(a) By Directors. These By-Laws may be amended only by the affirmative vote of a majority of the directors

(b) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon adoption unless a later effective date is specified therein.



Robert J. Salzman,
As its Secretary

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STATE OF FLORIDA, COUNTY OF POLK
This is to certify that the foregoing is a true
and correct copy of the document now of
record in this office. Witness my hand and
Official Seal on 8-15-07
 This copy has no redactions.
 This copy has been redacted pursuant to law.
RICHARD M. WEISS, CLERK CIRCUIT COURT
BY Richard M. Weiss D.C.

GRANDEFIELD ON POLEY CREEK

ARCHITECTURAL

REVIEW

CRITERIA

Adopted by Grandefield Partners, LLC,
as Declarant under the Declaration
of Covenants, Conditions and Restrictions of
Grandefield on Poley Creek

GRANDEFIELD ON POLEY CREEK BUILDING STANDARDS

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INTRODUCTION

It is the intent of this manual to assure each Builder and Owner that **GRANDEFIELD ON POLEY CREEK** ("Grandefield") will be developed and constructed as a community of quality homes; that are tasteful and of an aesthetically pleasing architectural design; harmonious with surrounding structures and topography; and, that have landscaping and other site improvements consistent with the aesthetic quality of Grandefield as a whole.

The Declaration of Covenants, Conditions and Restrictions of **GRANDEFIELD ON POLEY CREEK** (the "CCRs"), establishes a Design Review Committee ("DRC") whose function is to review, and approve or disapprove plans for any proposed construction or alteration within Grandefield. The DRC is the Committee responsible for approving all new construction and modification to existing construction. The DRC's approval powers govern the aesthetic impact of design, construction, and development including architectural style, colors, textures, materials, landscaping, overall impact on surrounding areas, and other aesthetic matters. It is not the intent of the DRC to impose a uniform appearance within Grandefield nor to discourage creativity on behalf of Builders and Owners. The intent is to promote and assure that all improvements are aesthetically compatible with each other; incorporate a unique yet pleasing and discriminating character; and, are constructed to reflect a community of quality and permanence.

This manual has been prepared as a guideline only for Builders and Owners in their selection of concepts for construction within Grandefield. This manual does not include all building, use and other deed restrictions associated with Grandefield and, accordingly, each Builder and Owner should familiarize itself with the provisions of the CCRs and other applicable covenants, rules and regulations. The inclusion of any recommendation in this manual shall not preclude the right of the DRC to disapprove or approve any proposal for any reason.

REVIEW PROCESS
&
GENERAL INFORMATION

REVIEW PROCESS AND GENERAL INFORMATION

A. GENERAL:

The design and construction review process can be a one or two-step process: (1) Concept Approval, prior to full plan submittal, and (2) Final Approval submittal and review ("Plan Approval"). Thorough and timely submission of information as well as adherence to the design standards set forth in this manual will prevent delays and minimize the frustration of all parties involved. Questions concerning the interpretation of any matter set forth in this manual should be directed to the DCR.

The "Application Form" (available from the DRC) shall be used as a transmittal record of the submission and the DCR's response as to the submission.

B. CONCEPT APPROVAL:

Any Builder or Owner may submit preliminary or conceptual drawings and specifications or other information to the DRC for Concept Approval prior to the preparation and submission of detailed plans and specifications for Plan Approval. A Concept Approval is not mandatory, but is provided for convenience of Builders and Owners.

The DRC shall review the information and indicate its approval, disapproval, or recommendations. Concept Approval given by the DRC shall not constitute approval for the commencement of construction, but only approval of the conceptual information being reviewed.

C. DOCUMENTATION FOR PLAN APPROVAL:

Submittals for Plan Approval of any new home construction or modification thereto shall include, at a minimum, four (4) sets of the following, designed by an architect licensed in the State of Florida or a Builder who has demonstrated an ability to construct custom homes of consistent quality:

1. Site Plan at a minimum scale of 1" =20' showing:

A clearing and grading scheme with proposed and existing land contours, grades and flow of the site drainage system; design and location of septic system; location and size of any trees having a diameter of four (4) inches or more proposed to be removed from the site; and, the dimensions and locations of all buildings, access drives, parking, street pavement location, and all other proposed improvements to the site.

2. Landscape Plans at a minimum scale of 1" =20' showing:

The size, type and location of existing and proposed tree location; the location of all planting areas including existing plant materials to be incorporated into the plan; the species and size of all stock at the time of planting; a plan to shield any improvements associated with the septic system.

3. Plans at a minimum scale of 1/4" = 1'0" for all floors, cross sections, and elevations including projections and wing walls (floor plans should also show total square feet of air-conditioned living area).
4. Plans, elevations, types of materials and other information associated with any other site improvement or ornamentation, including mailboxes, exterior lighting, walls, fencing and screening, patios, decks, pools, porches and signage.
5. Samples and color chips of all exterior finishes and materials to be incorporated into the plan.
6. Such other information, data, and drawings as may be reasonably requested by the DRC.

A letter indicating approval, disapproval, or needed items for approval shall be sent to the Owner or its designated representative. If found not to be in compliance, the DRC shall provide the Owner with a reasonable statement of items found not to be in compliance. Any modification or change to the approved plans and specifications must again be submitted to the DRC for its inspection and approval. The approval or disapproval of the DRC shall be in writing and must be obtained prior to the requested act or occurrence. If the DRC fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, then said plans shall be deemed approved. In the event of disapproval, Builder or Owner may resubmit revised plans and specifications within thirty (30) days after disapproval, If the DRC fails to approve or disapprove the resubmittal within fifteen (15) days after the date of submission, then said plans shall be deemed approved

No construction of any improvement; no landscaping or other site improvement; and no alteration or addition to any existing improvement or site improvement shall be made on any lot until the plans and specifications showing the proposed design, nature, kind, shape, size, color, materials, and location of same, shall have been submitted to and shall have received Plan Approval by the DRC. Construction must commence within 6 months from date of Plan

Approval or Plan Approval is void. If Plan Approval is granted subject to conditions, the conditions shall be satisfied during construction or Plan Approval shall be void.

If, after the initial construction on a lot, a Builder or Owner desires Plan Approval for an alteration or addition, sufficient information shall be submitted to the DRC to allow it to fully understand the proposed alteration or addition. Such information could be as simple as a letter with a material sample or picture, or as complex as the above-stated submittals.

The DRC may require a rough stakeout of the proposed improvements or major alteration or addition prior to rendering its Plan Approval.

D. INSPECTION:

The CCRs give the DRC and the Board of Directors of the Grandfield Property Owners' Association, Inc. (the "Association") broad discretionary powers regarding the remedy or removal of any non-complying improvement constructed within Grandfield. Therefore, should the DRC find that any improvement was not performed or constructed in substantial compliance with the submittals receiving Plan Approval; the Board of Directors of the Association, may remedy or remove the non-complying improvement, and charge the cost thereof to the Owner.

E. CONDUCT:

All Builders and Owners shall exercise their best efforts to ensure that the acts of their employees, subcontractors, suppliers and any others involved in the construction or alteration of a home site accomplishes the following:

1. Ensure that the construction site is kept clean and free of any and all debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion.
2. Prohibit the consumption of alcoholic beverages, illegal drugs and other intoxicants that could hamper the safety or well-being of other personnel on the site or affect the quality of workmanship.
3. Assure that the aforementioned all employees, subcontractors, suppliers and others maintain adequate insurance covering their activities in Grandfield.

4. Assure all employees, subcontractors, suppliers and others aforementioned do not commit any violations of the rules and regulations of Grandefield or the DRC.

F. APPEAL:

If an application for Concept Approval or Plan Approval is denied, or if an approval is subject to conditions, which a Builder or Owner feels are harsh or unwarranted, or if there are disputes regarding any other matter related to the actions or inactions of the DRC; the Builder or Owner may request a hearing before the DRC. At the hearing, the Builder or Owner will be allowed to present its position on the matter and make requests or recommendations as to an alternative action. Within ten (10) days after the hearing, the DRC will review the information presented and notify the Builder or Owner of its final decision on the hearing. The decision of the DRC regarding the matter may be appealed to the Board of Directors of the Association. If the Builder or Owner has resubmitted plans pursuant to paragraph C., no appeal shall be permitted until a decision has been reached on such resubmittal.

SITE IMPROVEMENT STANDARDS

SITE IMPROVEMENT STANDARDS

A. GENERAL:

The following Site Improvement Standards shall apply to all improvements within Grandefield. The DRC has the discretion to modify these Site Improvement Standards as appropriate to accomplish the objectives of these Guidelines.

B. SITE PLACEMENT:

All improvements shall be placed as approved by the DRC. The existing topography and landscape shall be disturbed as little as possible, such that the maximum number of desirable trees and other natural features will be preserved.

C. PRELIMINARY PLAN REQUIREMENTS:

In addition to these Site Improvement Standards, Builders and Owners shall comply with the preliminary plan approval standards for Grandefield established by Polk County.

D. BUILDING SETBACKS:

Each home to be erected on any lot shall be situated on such lot in accordance with setback lines shown on the Plat or required by law, but in no event shall they be less than the following:

Front	- 25'
Side	- 10'
Rear (home proper)	- 20'
Rear (accessory structures)	- 15' when facing another residence, - 10' when facing a common area.

Where a lot fronts on more than one street (such as a corner lot), the minimum front setback shall apply to the frontage on all such streets. The direction in which any improvement front elevation shall face on a lot must be approved by the DCR.

The DRC may grant an exception from the above minimum setbacks in a case where a lot would be rendered unbuildable due to its size, shape, or topography, or to save existing trees. The DRC may, in its sole discretion, impose more stringent setback requirements as to the location and positioning of any and all improvements.

E. DRIVEWAYS:

Parking spaces, garages, and driveways to a garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, streetscape and compatibility with surrounding improvements. The driveways shall also be designed to accommodate drainage from the Lot as specified by the DRC.

All lots shall have a paved driveway of stable and permanent construction of at least twelve (12) feet in width. Unless prior approval is obtained from the DRC, all driveways must be constructed of brick, concrete, colored or patterned concrete, stone or brick pavers. All concrete driveways shall have a light broom finish or stamped decorative design, and joints shall be provided to control surface cracking.

F. STREET FRONT IMPROVEMENTS:

The Builder and Owner shall be responsible for installing and maintaining street trees, sod, and irrigation along all of the street frontage of the lot regardless of the size of the home site or the amount of street frontage. All other unpaved areas shall be landscaped or sodded and irrigated. The DRC shall review the landscape and site plan to check that street tree spacing is in accordance with applicable government regulations and the attached plan.

Sod shall be provided to the edge of pavement and shall be of St. Augustine ("Floritam", "Palmetto" or "Bitter Blue") or an approved alternative. The sodded area shall be irrigated with an automatic underground irrigation system.

The Builder and Owner shall be responsible for maintaining the street trees and sod in an acceptable manner.

G. DRAINAGE AND GRADING:

All grading and all drainage improvements shall be in accordance with a grading plan approved by the DRC that complies with all governmental rules and regulations.

H. GAMES AND PLAY STRUCTURES:

All basketball backboards and any other fixed game and play structures are subject to approval by the DRC and shall be located at the side or rear of the improvements not visible from the street, or on the inside portion of the corner lot within setback lines. Tree house or platforms of a like, kind or nature, are

prohibited unless approved by the DRC. Colored playground equipment is prohibited.

I. SWIMMING POOLS AND SPAS:

All swimming pools and spas shall be subject to review by the DRC. The design must incorporate, at a minimum, the following:

1. The composition of the material must be thoroughly tested and accepted by the industry for such construction.
2. Cages and screens must be of a color and material approved by the DRC.
3. Screening shall not extend into the side yard setbacks.
4. Above ground pools are prohibited.

J. FENCES AND WALLS:

The construction of any fences or walls shall be subject to the prior approval of the DRC. Where a fence or wall is deemed unnecessary or unsightly and detracts from the visual value of lots and common areas, a landscape screen in lieu of a fence or wall shall be required. In general, fences or walls are required to be installed with "the good side" facing to the adjoining properties or common areas; hedges, berms, or other landscape alternatives encouraged as alternatives to fencing where appropriate. All installations under shall be consistent with the CCRs.

K. MAIL BOXES:

All mailboxes shall be of a design approved by the DRC consistent with the architectural style of the improvements; shall include only the surname and house number; and, shall be located at the street front of each lot as prescribed by the United States Postal Service. The Builder and Owner shall provide, install, and maintain the mailbox as specified by the DRC.

L. LAWN FURNISHINGS:

No birdbaths, frog ponds, flagpoles, lawn sculpture, artificial plants, birdhouse, rock gardens, or similar types of accessories and lawn furnishings are permitted on any lot if the same are visible from the street.

M. REFUSE AND STORAGE AREAS:

Garbage containers and refuse collection areas shall be enclosed in such a manner that they are inaccessible to animals. Containers shall be screened from the view of surrounding lots and shall be located to be as inconspicuous as possible. The design of all containers or collection bins is subject to approval by the DCR.

N. STORAGE TANKS:

No storage tanks, including but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas, shall be permitted to be visible except as approved by the DCR.

BUILDING CONSTRUCTION STANDARDS

G. BUILDING HEIGHTS:

No improvements shall not exceed two (2) stories in height.

Flat roofs are generally prohibited on the main portion of a home structure provided; however, the DRC shall have discretion to approve such roofs, of a modern or contemporary design and it blends with the surrounding community. Built-up roofs are prohibited, except on approved flat surfaces. For all sloped roofs, the roof slopes shall be a minimum of a 6/12, but the DRC shall have discretion to approve lower slopes if Builder or Owner can demonstrate that the design is not compromised and will blend with the surrounding community.

The composition of all pitched roofs shall be of slate, concrete, tile, asphalt dimensional shingles (40-year minimum standard) or other composition approved by the DCR.

H. WINDOW AIR CONDITIONING:

Window air conditioning units shall are prohibited.

BUILDING RULES

&

REGULATIONS

BUILDING RULES & REGULATIONS

The Building Rules and Regulations are promulgated to insure the highest caliber of appearance, the maintenance of security, the well-being of, and to otherwise maintain a clean and orderly condition within Grandefield.

A. TIME:

No contractor or subcontractor or any employee, shall be permitted within Grandefield except between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday. Hours other than those listed above are available with the approval of the DCR. These hours may be changed by the DRC at any time.

B. ACCESS:

Access points to Grandefield shall be determined by the DRC and all Builders and Owners shall enter and exit only at such points only after a permit and permission have been obtained. Only authorized persons shall be permitted.

C. PARKING:

A construction trailer may be located on a lot while the actual construction is being carried out, with approval of the DRC only. However, the trailer shall not be placed within fifteen feet of the front lot line.

All construction employees and equipment shall be restricted so as not to interfere with the free passage of traffic through Grandefield. The established speed limit within Grandefield is 25 miles per hour for all vehicles.

D. CONVENIENCES:

1. Port-A-John: No construction shall commence on any lot until such time as a portable toilet facility has been located thereon.

2. Refuse Collection: No construction shall commence on any lot until a dumpster or other refuse collection bin ("dumpster") has been approved by the DCR and installed thereon for the purpose of collecting trash and debris generated by construction and all subcontractors and their employees. The dumpster shall be emptied on a regular basis so as to avoid its being in a "full" condition for an extended period of time.

E. SITE CONDITIONS:

1. Construction materials shall be contained strictly within the lot. No material shall be stored or allowed to exist on the roadway or its shoulder.
2. All debris shall be removed from the lot and adjacent lots and placed into the dumpster on a regular basis. Contractors shall not allow any debris, rubbish, cans, or bottles to be discarded, blown off the lot, or exist in the area except in the dumpster.
3. No animals shall be permitted at or on a work site without permission from the DCR.
4. Any radio, television, or tape player, if in use, must have the volume adjusted so as not to disrupt other operations or peace within Grandfield.
5. Builder and Owner shall, at all times, be responsible for all persons having business at the construction site. Any employee of the contractor or the subcontractors may, at the discretion of the DCR be denied entry to, temporarily or permanently, for a violation of any of these rules and regulations.
6. Contractors shall maintain their job sites as neat and clean as possible. Trash not removed may be removed by the DRC and billed to the responsible contractor, subcontractor, and Owner and the DCR may shut down the job until the lot is brought up to standards.
7. Any damage to streets and curbs, drainage inlets, streetlights, street markers, mailboxes, trees, walls, etc. may be repaired by the DRC and such costs billed to the responsible contractor, subcontractor, and Owner after notice and failure to repair such damage within 30 days of the notice.
8. There shall be no washing of anything on the streets. All concrete delivery trucks must be washed out on the construction site.
9. Operators of vehicles are required to see that they do not spill any damaging material while within Grandfield. If spillage occurs, operators are responsible for clean up. Any clean up done by the DRC shall be billed to the responsible party and Owner of the lot. Any spills must be reported to the DRC as soon as possible.

10. Any cut to a telephone, cable TV, electrical, water, etc., line must be reported to the DRC immediately.
11. No vehicles may be left on site overnight without DRC approval. Construction equipment may be left on the site while needed, but must not be kept on the street. Vehicles so left shall be towed away at owner's expense.
12. Persons who fail to comply with the above rules and regulations shall be subject to having their access pass to Grandefield restricted.

F. AMENDMENTS:

The DRC has the discretion to modify these rules and regulations as appropriate to accomplish the objectives of these Guidelines.

DESIGN & DEVELOPMENT GUIDELINES

DESIGN AND DEVELOPMENT GUIDELINES

A. GENERAL:

These Design and Development Guidelines shall apply to all improvements in Grandefield except as otherwise approved in an individual application. The DRC has the discretion to modify these guidelines as appropriate to accomplish the objectives of these guidelines.

1. KEY DESIGN GUIDELINES

The following list summarizes those design elements that the DRC requires, recommends, and encourages:

- A. Preservation of the natural character of the site.
- B. Use of certified professionals qualified in the fields of architecture, engineering and surveying, and graphic signage design.
- C. Emphasis on the aesthetics of exterior architectural theme/detailing and landscape design including the use of specific theme trees and shrubs.
- D. Overall, high-grade, superior quality construction.
- E. Compliance with the CCRs and other covenants and restrictions.
- F. Use of plant material in conformance with these guidelines.
- G. Strict signage control. All signs must be approved by the DCR.
- H. Requirement for automatic irrigation systems/time-clocks for irrigation purposes.
- I. Requirement for each home to be pre-wired for cable TV, telephone, and alarm systems.
- J. Conformance with required setbacks.
- K. Bright colors (other than white) are prohibited as the dominant color. All colors must be approved by the DCR.

- L. Location and details for fences, screen enclosures, or walks must be approved by the DRC as well as conform to codes and setback requirements.
- M. No garage may face the street upon which the front elevation faces. They must be either of a "side load" or "motor court" configuration.

2. DESIGN CRITERIA

The following architectural design criteria are to be followed:

- A. Exterior Materials - Certain materials and finishes and combinations thereof are more appropriate than others. Materials not listed or new building materials, as they are developed or become available, will be given special consideration, provided their use harmonizes with the community appearance. The following materials are appropriate:
 - 1. Exterior rough hardware - hot-dipped galvanized, aluminum or stainless steel.
 - 2. Wood - timbers, boards, wood siding (not plywood), rough sawn lumber, wood shingles and shakes (cypress and cedar are recommended).
 - 3. Stucco - texture and finish will be considered on individual merit.
 - 4. Masonry - tile, bricks, concrete, decorative concrete blocks (in limited application).
 - 5. Metals - factory finished in durable anodized aluminum or baked on enamel colors, wrought iron, or copper.
- B. Exterior Colors and Finishes
 - 1. Exterior colors that, in the opinion of the DCR would be inharmonious, discordant and/or incongruous to Grandfield are prohibited. Bright colors (other than white) as the dominant colors are prohibited.

2. Milled timbers, board, wood siding, and peeled logs shall receive paint or stain.
3. Non-reflective finishes shall be used on exterior surfaces with the exception of hardware items.
4. Painted or stained surfaces shall be well maintained. All aluminum windows and doors shall be anodized or otherwise pit-finished in a permanent color.

C. Roof Structures

1. Roof structure of asphalt or fiberglass shingle must be of a minimum 40-year standard and must be approved by the DCR.
2. Other roofing materials will be reviewed only as to their individual merit and are subject to rejection.
3. Flashing shall be aluminum, copper, or galvanized metal and shall match the color of the roof.

D. Glass (Windows and Sliding Doors)

Energy conservation is encouraged and therefore, smoked or grey tints are encouraged to match the exterior design and color.

E. Utilities:

Except as set forth below, no lines, wires or other devices for communication purposes, including telephone, television, data and radio signals, or for transmission of electric current or energy, shall be constructed or placed on any lot unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on approved improvements. Above ground electrical transformers and other equipment may be permitted with the approval of the DCR.

F. Antennas, Other Devices:

Towers, antennas, or other apparatus for the transmission or reception of television, radio, satellite or other signals shall not be installed or mounted without the consent of the DCR and if there exist special circumstances requiring the installation or mounting in a specific

location, those special circumstances must be substantiated by the manufacturer or installer of the apparatus and submitted to the DRC. However, consistent with rules and regulations mandated by the Federal Communications Commission the foregoing does not prohibit (i) antennas for the reception of television broadcast signals which do not extend more than 10 feet above the top roof ridge (although internal antennas are strongly recommended by the Association) and (ii) direct broadcast satellite receiving dishes or dishes no larger than 1 meter in diameter provided that such over-the-air reception devices are installed or mounted in compliance with all conditions established by the DRC pertaining to the location, screening and manner of installation of such devices and provided that such conditions do not cause unreasonable cost or delay and do not preclude reception of an acceptable quality signal. In no event shall free-standing transmission or receiving towers which support satellite dishes larger than 1 meter in diameter or non-standard television antennae be permitted within Grandfield.

G. Driveways

All driveways shall be constructed with materials that require low maintenance and consistent with the criteria in Section II.E. above.

H. Sidewalks

Sidewalks shall be constructed according to the street and sidewalk plan per the attached addendum.

I. Awnings and Shutters

Awnings, canopies and shutters shall not be affixed to the exterior of any improvements without the prior approval of the DCR. Hurricane storm shutters shall not be stored on the exterior of improvements.

J. Swimming Pools

Swimming pools shall be enclosed by a natural barrier, retaining wall, screened enclosure, fence or other structure constructed or installed so as to obstruct unauthorized access. All enclosures must be approved by the DRC as to materials, size, and location. Above ground swimming pools are prohibited.

3. LANDSCAPE AND IRRIGATION

A. Design Guidelines

It is the purpose of this section to establish certain requirements and regulations that shall ensure a minimum standard for functional and aesthetic landscape treatment within Grandefield.

Landscape treatment will achieve two highly desirable attributes in community development: the implementation of a high level of community aesthetics and the preservation of the best characteristics of the natural environment.

B. Acceptable Landscape Materials and Practices

1. Plant quality/size:

- a) Plant material used for landscaping must equal or exceed the standards for Florida No. 1 as given in the latest edition of Grades and Standards for Nursery Plants, State of Florida, Department of Agriculture and Consumer Services, Tallahassee. Standards for sizing and measurement of plant materials shall be in accordance with this document. The sizes for plant material herein shall be the minimum size at the time of installation.
- b) Shrubs classified as a "spreading type" shall be in a minimum one (1) gallon container, those classified as an "upright type" shall be in a minimum three (3) gallon container.
- c) Vines - Vines shall be in a minimum of a three (3) gallon container and placed at a maximum of ten (10) feet on center. Vines may be used in conjunction with fences, screens, and walls.
- d) Ground Cover - Ground cover shall be in a minimum of four (4) inch pots of pips and planted at a minimum of six (6) inches on center, or twelve (12) inch maximum depending on genus, and shall cover a minimum of 30% of the ground area.

-
- e) Hedges - Hedges shall be planted at a maximum of three (3) feet on center. Shrubs used in hedges shall be the minimum size of thirty-six (36) inches at planting.
2. Minimum Landscape Requirements: The following landscape materials shall be provided and installed on each lot thirty (30) days after substantial completion of the improvements thereon.
- a. Street trees shall be installed per the streetscape and sidewalk plan per the attached addendum.
 - b. The immediate area surrounding each major improvement shall be provided with shrubs and/or hedges sufficient in size and quantity to provide an effective foundation planting and screening.
 - c. Each lot shall be provided with sufficient shrubs, hedges and/or ground cover to provide partial screening, seasonal color, and intermediate scale to the lot.
 - d. All areas of the lot landscaped not in planting beds shall be sodded with St. Augustine (Floritam, Palmetto, or Bitter Blue) or approved alternative.
 - e. All landscaped and sodded areas shall be automatically irrigated. Areas consisting of retained woodlands or native vegetation shall not require irrigation.
 - f. Hedges shall be setback at least 20' from the front lot line.
 - g. Hedges shall not block or materially obscure the view of any adjacent property or areas that are deemed scenic.

3. Workmanship:

- a) All plant material shall be installed in accordance with the standards as established by the American Association of Nurserymen and Horticultural Industry. All plant materials must be warranted for a minimum of six (6) months.
- b) Replacement of any dead material must be accomplished within thirty (30) days of notification by the DCR.
- c) All major and minor trees with root systems which are likely to cause damage to roadways or underground utility lines shall not be planted so as to damage the same.

4. Native vegetation:

- a) In situations where plant material exists on a lot prior to development, such plant material may be used, with the approval of the DCR, as a credit toward the minimum landscape requirements. Trees and hammocks for credit consideration shall be in a general healthy condition, free from disease, injury, harmful funguses and insects and shall have a minimum measured caliper of four (4) inches at one (1) foot above ground level at breast height.
- b) A credit of one (1) deciduous and/or evergreen tree will be allowed for each six (6) inch caliper existing tree preserved in a healthy condition (only existing trees outside the conservation and preservation areas will be considered for this trade-off).
- c) Substitution of two (2) palm trees for each canopy tree will be permitted of up to thirty (30) percent of the required number of trees.

5. Prohibited space and materials:

- a) The following plant species are prohibited:

Malaleuca Ouinquenervia (pau tree or cajuput tree).

Schinus terebinthifolius (Brazilian peppertree).

Paspalum sp. (Bahia grass), except as specifically provided above.

- b) Synthetic plant material - No synthetic or artificial plant material in the form of trees, shrubs, vines, ground covers or lawns shall be used toward fulfilling the minimum landscape requirements.

6. Inorganic materials:

- a) Use of indigenous inorganic materials (i.e., rocks, gravel) to function as ground cover or paving substitutes shall be allowed only with the DRC approval and shall be used only when governed by a strong design concept or in areas where organic material will present a maintenance or logistics problem.
- b) All shrubs shall have a mulch bed that has a minimum radius of twelve (12) inches measured from the center of the plants. Shrubs planted in mass shall have a continuous mulch bed. All vines and ground covers shall be of a minimum two (2) inches in depth.

7. Recommended plant material/palette:

- a) The plants listed in this section are permitted for use in landscaping. Exceptions to this list must be approved by the DRC.
- b) Some general recommendations for effective landscaping include:

Relate the number of different plants used to the size of the lot and improvement, keep planting simple;

Make groupings of the same plant - avoid the variegated look of alternating plant types;

Consider the ultimate size of each plant and its mature scale, cold hardiness; and

Plan for proper maintenance.

c) Recommended plant material/palette:

Plant material marked with an "*" is recommended for street right-of-way planting. All major trees shall be of a 3" minimum caliper.

Major Trees

Camphora Tree (*Cinnamomum Camphora*)
10-12' ht. x 4-6' sp.

* **Acer rubrum (Red Maple)**
10-12' ht. x 4-6' sp.

Chinese Elm (*Ulmus parvifolia sempervirens*)
10-12' ht. x 4-6' sp.

* **Laurel Oak (*Quercus laurifolia*)**
10-12' ht. x 4-6' sp.

Live Oak (*Quercus virginiana*)
10-12' ht. x 4-6' sp.

Slash Pine (*Pinus elliotti*)
10-12' ht. x 4-6' sp.

* **Southern Magnolia (*Magnolia grandiflora*)**
10-12' ht. x 4-6' sp.

Sweet Gum (*Liquidambar styraciflora*)
10-12' ht. x 4-6' sp.

Sycamore (*Platanus occidentalis*)
10-12' ht. x 4-6' sp.

Bald Cypress (*Taxodium distichum*)

10-12' ht. x 4-6' sp.

Minor Trees

American Holly (*Ilex opaca*)

Varieties: East Palatka (*Ilex* spp.)
8-10' ht. x 3-5 sp.

River Birch I (*Betula nigra*)
12-14 ht. x 3-5 sp.

Crape Myrtle (*Lagerstroemia indica*)

Glossy Privet (*Ligustrum lucidum*)
6-8 ht. x 6-8' sp.

Golden Rain Tree (*Koelreuteria* spp.)
8-10 ht. x 6-8' sp.

Loquat (*Eriobotrya japonica*)
8-10' ht. x 4-6' sp.

Weeping Willow (*Salix babylonica*)
8-10' ht. x 4-6' sp.

* **Dogwood (*Coma florida*)**

Loblolly Bay (*Gordonia lasianthus*)

Wax Myrtle (*Myrica Cerifera*)

Red Bud (*Cords Canadensis*)

Citrus (*Citrus* spp.)

Palms

Paurotis Palm (*Acoelairhaphe Wrightii*)

Chinese Fan Palm (*Livistonja Chinensis*)

King Sago (*Cycas revoluta*)

Pigmy Date Palm (*Phoenix roebelenii*)

Queen Palm (*Arecastrum romanzoffianum*)

Cabbage Palm (*Sabal palmetto*)

Canary Island Date Palm (*Phoenix canariensis*)

Lady Palm (*Rhapis Excelsa*)

Senegal Date Palm (*Phoenix reclinata*)

Washington Palm (*Washingtonia Robusta*)

Windmill Palm (*Txachycaxpus fortune I*)

Pindo Palm (*Butia capitata*)

European Fan (*Chamaerops humus*)

Shrubs and Hedges

All plant material used for hedges and screens shall be planted to create an 80% opaque screen at 36" of height at planting

All designs must keep in mind the cold conditions and hard pan areas that can exist in the Grandfield.

Japanese Boxwood (*Buxous microphylla*)

Abelia (*Abella grandiflora*)

Azalea (*Rhododendron spp.*)

Reeves spirea (*Spirea cantoniensa*)

Bird of Paradise (*Strelitzia reginae*)

Blue Plumbago (*Plumbago capensis*)

Oleander (*Nerium Oleander*)

Firethorn (*Pyracantha coccinea*)

Heavenly Bamboo (*Nandina domestica*)

India Hawthorn (*Raphiolepis indica*)

Barberry (*Berberis* spp.)

Bottle Brush (*Callistemon* spp.)

Trumpet Vine (*Allananda nerifolia*)

Camellia (*Camellia* spp.)

Spider Lily (*Crinum asiaticum* spp.)

Ixora (*Ixora* spp.)

Pittosporum (*Pittosporum tobira* spp.)

Junipers (*Juniperus* spp.)

Yew (*Podocarpus* spp.)

Silver Thorn (*Eleagnus purgens*)

Viburnum (*Viburnum* spp.)

Thyrallis (*Thyrallis glauca*)

Gardenia (*Gardenia* spp.)

Hydrangea (*Hydrangea* spp.)

Jasmine (*Jasminum* spp.)

Star Jasmine (*Trachelospermum*)

Privet (*Ligustrum* spp.)

Miniature Holly (*Malpighia* spp.)

Boxthorn (*Sarcocodicea buxifolia*)

Cape Honeysuckle (*Tecomaria capensis*)

Coontie (*Zamia floridana*)

Cardboard Palm (*Zamia furfuracea*)

Pineapple guava (*reijoa selloviauua*)

Coral Ardisia (*Ardisia creolata*)

Holly (*flex spp.*)

Cleyera (*Cleyera japonica*)

Wax Myrtle (*Myrica Ccrifcra*)

Ground Cover - Vines

Agapanthus (*Agapanthus spp.*)

Bugleweed (*A jaga retans*)

African Iris (*Dietes vegeta*)

Asparagus Fern (*Asparagus spp.*)

Boston Fern (*Nepbrolepis exaltata spp.*)

California Daisy (*Gamolepsis chiysanthemoides*)

Cape Honeysuckle (*Tecomaria capensis*)

Cast-Iron Plant (*Aspidistra elatior*)

Climbing Fig (*flcus Tepdns*)

Confederate Jasmine (*Trachelospermum jasminoides*)

Day Lily (*Hemerocallis spp.*)

Downy Jasmine (*Jasnñnum multiflorum*)

English Ivy (*Hedera spp.*)

Japanese Honeysuckle (*Lonicers japonica*)

Lily Thrf (*Lilium muscari*)
Oyster Plant (*Rhoeo discolor*)
Juniper (*Juniperus* spp.)
Mondo Grass (*Ophiopogon* spp.)
Society Garlic (*Tulbagia fragrans*)
Wandering Jew (*Zebrina* spp.)
Wedelia (*Wedelia trilobata*)
Carolina Yellow Jessamine (*Gelsemium sempervirens*)

Grasses

St. Augustine (*Stenotaphrum secundatum*); all varieties except FX-10

Bermuda Hybrid 419 or Emerald

Centipede (*Centropogon opbiuroides*)

8. Buffers and Screening:

- a) The DRC shall determine at the initial review, the location of areas required to be buffered and/or screened. It shall be the responsibility of the applicant to prepare a landscape and/or screening plan which shall achieve the directives set forth by the DCR.

9. Earthen Berms:

- a) Berms shall be smooth flowing natural forms. Smooth flowing natural berms must be carefully formed and finely graded to blend into the surrounding landscape. Architectural berms with straight lines, uniform slope, and crisp angular change in direction are discouraged. The height of berms should vary to avoid a monotonous

appearance. No berming shall impede or cause surface drainage problems.

10. Irrigation:

- a) All landscaped areas shall be provided with a permanent underground automatic irrigation system. The system shall be capable of providing 100% head-to-head coverage and adequate precipitation for all plant material.
- b) All irrigation installation shall comply with Polk County Code requirements.

DESIGN REVIEW APPLICATION

Grandfield

DESIGN REVIEW APPLICATION

TO: _____

PROM: _____

LOT/BLK: _____

DATE: _____

- _____ A. New Home Construction - the original contemplated alteration of a lot from its natural state into a residential dwelling.
- _____ B. Major Alteration or Addition - a structural or site modification taking place after the original construction which is significant enough to warrant the issuance of a building permit by a governmental authority.
- _____ C. Minor Alteration or Addition - structural or site modification of a relatively insignificant matter.
- _____ D. Changes to, or resubmission of Plans - whenever a submission for which the DRC previously granted final approval is resubmitted for final approval due to a change in the originally approved plan, or whenever a submission whose approval was previously denied by DRC is resubmitted for final approval.
- _____ E. Concept - whenever plans are submitted for preliminary comments only by the DCR.

NEW HOME CONSTRUCTION INFORMATION

Air Conditioned Area (1st Floor): _____ sq.ft.

Air Conditioned Area (2nd Floor): _____ sq.ft.

Total Air Conditioned Area: _____ sq.ft.

Covered Porches/Decks Area: _____ sq.ft.

Garage Area: _____ sq.ft.

OWNER:

Name

Street

City State Zip Phone

BUILDER:

Name

Street

City State Zip Phone

ARCHITECT:

Name

Street

City State Zip Phone

LANDSCAPE
DESIGNER:

Name

Street

City State Zip Phone

**RESIDENTIAL EXTERIOR
MATERIALS & COLORS**

DRIVEWAY: Concrete:____ Brick: ____ Stone: ____
Type: ____ Type: ____
Color:____ Color:____

WALLS: Brick:____ Stone: ____ Stucco: ____
Type: ____ Type: ____ Type: ____
Color:____ Color:____ Color:____
Wood:____ Vertical:____ Horizontal:____
Type: ____
Color:____

**WINDOWS/
DOOR TRIM:** Material:____ Color:____

ROOF: Cedar Shake:____ Slate: ____ Concrete: ____
Color:____ Color:____ Color:____
Tile:____ Shingles:____
Color:____ Color:____

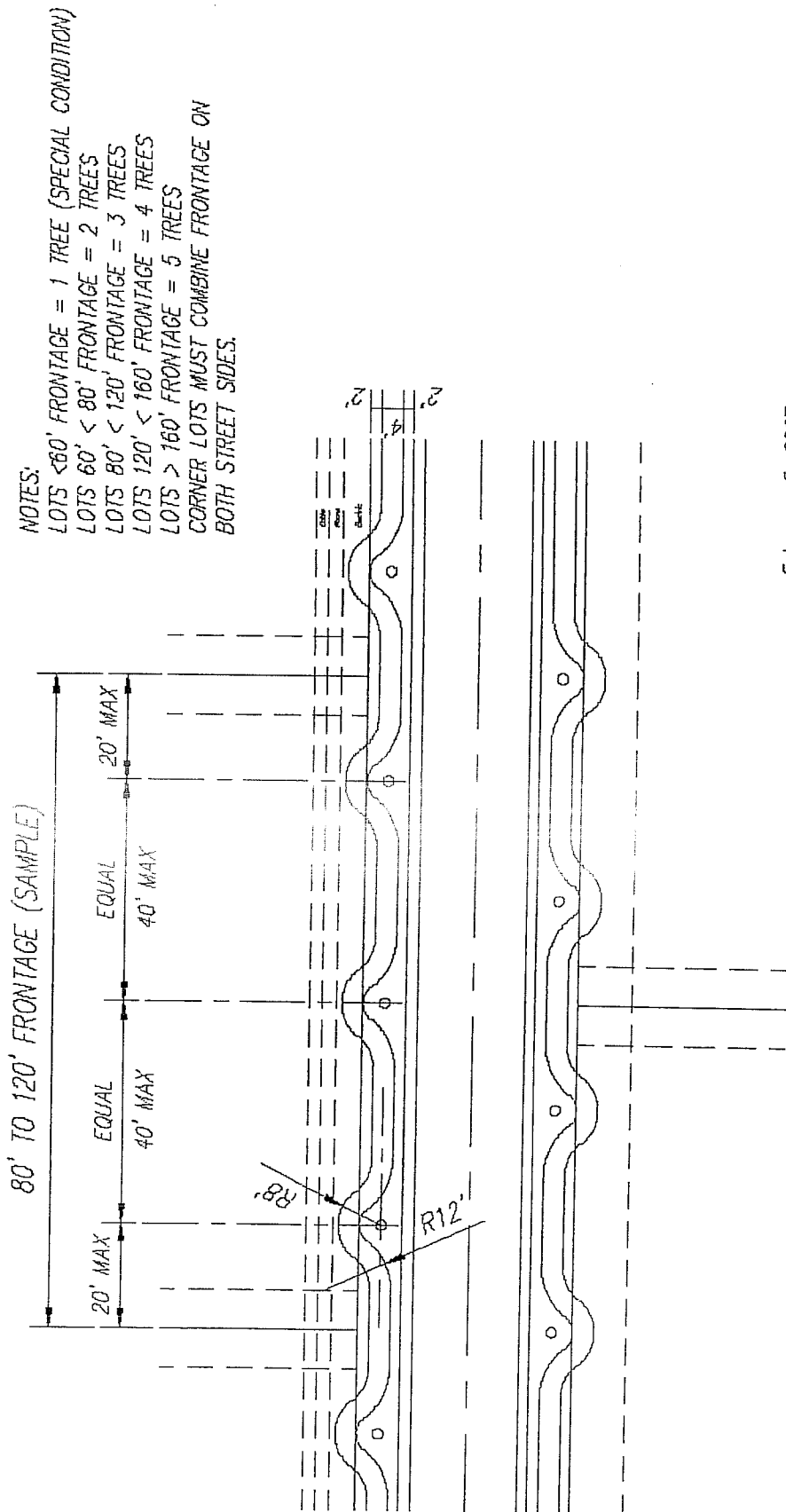
CHIMNEY: Brick:____ Stone: ____ Stucco: ____
Type: ____ Type: ____
Color:____ Color:____ Color:____

**POOL/SPA
ENCLOSURE:** Type:____ Roof Style:____
Color:____

STREETSCAPE AND SIDEWALK PLAN

GRANDEFIELD ON POLEY CREEK

Streetscape and sidewalk plan



NOTES:
 LOTS < 60' FRONTAGE = 1 TREE (SPECIAL CONDITION)
 LOTS 60' < 80' FRONTAGE = 2 TREES
 LOTS 80' < 120' FRONTAGE = 3 TREES
 LOTS 120' < 160' FRONTAGE = 4 TREES
 LOTS > 160' FRONTAGE = 5 TREES
 CORNER LOTS MUST COMBINE FRONTAGE ON BOTH STREET SIDES.

February 5, 2007



GRANDEFIELD OWNERS' ASSOCIATION, INC.
PROPOSED BUDGET
2007, 2008, 2009
AND COMPLETED COMMUNITY

GRANDEFIELD OWNERS' ASSOCIATION, INC.
PROPOSED BUDGET - 2007

Monthly Association Fee Per Homesite	\$	95.00
		Proposed 2007 Budget
		<hr/>
Revenue:		
Income-Maintenance Fees	\$	9,928
Total Revenue:		9,928
 Operating Expenses:		
Lawn Care Expense-Commons		8,038
Irrigation Repair/Maintenance		700
Utilities-Electric		5,400
Utilities-Street lighting		9,108
Telephone Expense		455
Utilities - reuse water		-
Postage/FedEx Etc. Expense		75
Licenses & Fees		500
Property Taxes		-
Miscellaneous Expense		1,400
Insurance Expense		2,917
Property Management Fees Exp.		1,128
Professional Services Expense		3,000
Bank Charges		600
Total Expenses:		33,321
 Excess/(Deficit):	 \$	 (23,393)

GRANDEFIELD OWNERS' ASSOCIATION, INC.

PROPOSED BUDGET - 2008

Monthly Association Fee Per Homesite	\$	95.00
		Proposed 2008 Budget
		<hr/>
Revenue:		
Income-Maintenance Fees	\$	37,050
Total Revenue:		37,050
Operating Expenses:		
Lawn Care Expense-Commons		13,780
Irrigation Repair/Maintenance		1,200
Utilities-Electric		5,400
Utilities-Street lighting		18,215
Telephone Expense		780
Utilities - reuse water		-
Postage/FedEx Etc. Expense		150
Licenses & Fees		500
Property Taxes		-
Miscellaneous Expense		2,400
Insurance Expense		5,000
Property Management Fees Exp.		4,536
Professional Services Expense		5,000
Bank Charges		600
Total Expenses:		57,561
Excess/(Deficit):	\$	(20,511)

GRANDEFIELD OWNERS' ASSOCIATION, INC.

PROPOSED BUDGET - 2009

Monthly Association Fee Per Homesite	\$	95.00
		Proposed 2009
		Budget
		<hr/>
Revenue:		
Income-Maintenance Fees	\$	71,535
Total Revenue:		71,535
Operating Expenses:		
Lawn Care Expense-Commons		13,780
Irrigation Repair/Maintenance		1,200
Utilities-Electric		5,400
Utilities-Street lighting		18,215
Telephone Expense		780
Utilities - reuse water		-
Postage/FedEx Etc. Expense		150
Licenses & Fees		500
Property Taxes		-
Miscellaneous Expense		2,400
Insurance Expense		5,000
Property Management Fees Exp.		8,808
Professional Services Expense		5,000
Bank Charges		600
Reserves		9,702
Total Expenses:		71,535
Excess/(Deficit):	\$	-