

THIS INSTRUMENT PREPARED BY
RUSSELL W. DIVINE, ESQUIRE
WARLICK, FASSETT, DIVINE & ANTHONY
P. O. BOX 3387
ORLANDO, FLORIDA 32802

VILLAGE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE FOREST AT RIDGEWOOD

THIS VILLAGE DECLARATION, is made as of the date hereinafter set forth, by J. L. LAND DEVELOPMENT, INC., a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Polk County, Florida, as shown on Exhibit A.

WHEREAS, the property described in Exhibit "A" is part of the Ridgewood Lakes development and is subject to the Master Declaration (defined below).

NOW, THEREFORE, Declarant hereby declares that, in addition to the terms and conditions of the Master Declaration, all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

[Note: The First and Second Amendments to The Forest Declarations have been posted within the applicable spots with this document, note the strikethroughs and italics. There was a Third Amendment issued on June 18, 1998 but it was rescinded in its entirety with a Cancellation Notice on September 17, 1998, effective as of July 6, 1998; as such none of the Third Amendment is posted within this document]

ARTICLE 1
DEFINITIONS

Section 1. "Declarant" shall mean and refer to J. L. LAND DEVELOPMENT, INC., a Florida corporation, and also its successors and assigns if such successors or assigns should acquire more than

one developed Lot from the Declarant for the purpose of development and receive a written assignment of Declarant's rights hereunder.

Section 2. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of the Properties.

Section 3. "Master Association" shall mean the Ridgewood Lakes Master Association, Inc., a non-profit corporation organized under the laws of the State of Florida or its successors and assigns.

Section 4. "Master Declaration" shall mean that certain Master Declaration of Covenants, Conditions and Restrictions for Ridgewood Lakes originally recorded at O. R. Book _____, Page _____, Public Records of Polk County, Florida, and any and all amendments thereto.

Section 5. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Properties" shall mean and refer to The Forest at Ridgewood Lakes, as described in Exhibit A.

Section 7. "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of water discharges.

Section 8. "Village Association" shall mean and refer to THE FOREST AT RIDGEWOOD HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida, its successors and assigns, which shall be a Village Association as defined in the Master Declaration.

Section 9. "Village Common Areas" shall mean those properties owned by the Association or otherwise designated as the responsibility of the Association.

Section 10. "Assessment" *[added by First Amendment - Assessment shall mean the charge against each lot and the owner thereof which represents a portion of the Common expenses incurred by the Association.]*

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Use of Lot. Use of Lots shall be limited to residential purposes. Each Owner shall have a right and easement of enjoyment to the Village Common Areas owned by the Association, which shall be appurtenant to the title to the Lot. Any Owner of a Lot located on lands which are annexed to the Properties shall have the same right and easement of enjoyment to such Common Areas.

Section 2. Membership in Master Association. Each Owner shall take title to its Lot subject to the terms and conditions of the Master Declaration and each Owner shall be an Owner and a member of the Master Association, as defined in the Master Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Village Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Village Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on December 31, 1999.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. In addition to all of the assessment obligations to the Master Association as set forth in the Master Declaration, the Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Village Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided (hereinafter collectively referred to as "Village Assessments"). Each owner also agrees to pay an initial assessment of \$150.00 to the Association at the closing of the sale which converts any lot from Class B membership to Class A membership. The Village Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such Village Assessment is made; provided, however, no such Village Assessment shall be a lien on the land until such lien is recorded in the public records of Polk County, Florida. Each such Village Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment came due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Village Assessments levied by the Village Association shall be used exclusively, except as hereinafter provided in Section 11, to promote the welfare of the residents in the properties and for the improvement and maintenance of the Village Common Areas.

Section 3. Exemption from Assessment; Funding Deficits. Village Assessments shall be levied as to each Lot on a uniform basis, except that any Lot owned by a Class B member shall be exempt from all assessments. However, the Class B member shall be obligated to fund any operating deficits of the Village Association for as long as such exemption shall remain in force. Operating

deficits shall be calculated without regard to funding reserves for replacements. The Class B member may waive the assessment exemption at any time and begin paying assessments prorated as of the date of such waiver [Added by First Amendment - ". . . after written notice to all owners."]

Section 4. Maximum Annual Assessment. ~~Until December 31, 1994 the maximum annual assessment by the Village Association for each Lot shall be ONE HUNDRED FIFTY DOLLARS (\$150.00) per lot. From and after January 1, 1995, the maximum annual Village assessment of the Village Association may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual Village assessment may be increased above fifteen percent (15%) by a vote of two thirds (2/3) of the Class A members who are voting in person or by proxy, at a meeting of the Village Association duly called for this purpose. The Board of Directors may fix the annual assessments at an amount not to exceed the maximum. [See First Amendment - Until December 31, 1994 the maximum annual assessment by the Village Association for each Lot shall be ONE HUNDRED FIFTY DOLLARS (\$150.00) per lot. From and after January 1, 1995, the maximum annual Village assessment of the Village Association may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without the affirmative vote of a majority of the membership.]~~

Section 5. Special Assessments for Capital Improvements. ~~In addition to the annual assessments authorized above, the Village Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Village Common Areas provided that any such assessment shall have been approved by two thirds (2/3) of each class of members who are voting in person or by proxy at a Village Association meeting duly called for this purpose. Any such assessment shall be imposed on a uniform basis against all Owners, including Declarant, based upon the number of votes held by each Owner and Declarant. For purposes of the Section, the Declarant shall be deemed to hold only one vote per Lot. The Declarant shall be obligated to pay special assessments under this Section notwithstanding the provisions of Section 3 of this Article. [See First Amendment - In addition to the annual assessments authorized above, the Village Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Village Common areas provided that any such assessment shall have been approved by a majority of each class of members who are voting in person or by proxy at a Village Association meeting duly called for this purpose. Any such assessment shall be imposed on a uniform basis against all owners and Declarant. The Declarant shall be obligated to pay special assessments under this Section not withstanding the provisions of Section 3 of this Article.]~~

Section 6. Notice and Quorum for any Action Authorized Under Section 4 and 5. ~~Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members of the Village Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or of proxies of each class entitled to cast sixty percent (60%) of all the votes of each class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. [See First Amendment - Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members of the Village Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or of proxies of each class entitled to cast a majority, fifty-one percent (51%) of all the votes of each class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.]~~

Section 7. Uniform Rate of Assessment. All Village Assessments must be fixed at a uniform rate for all Lots within each class of membership and may be collected on a monthly, quarterly, or annual basis.

Section 8. Date of Commencement of Annual Assessments: Due Date. The annual Village assessments provided for herein shall commence on the first day of the first full calendar month following the recordation of this Declaration. The first buyer of any Lot from Declarant shall be responsible for the assessments against said Lot beginning one the date of the closing of the purchase of said Lot. The assessments shall be prorated for the portion of the year remaining and shall be paid in full at closing.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Village Association. Any Village Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by Florida Law. *[Added by First Amendment - In addition to interest, the Association shall have the right to charge a \$25.00 late fee on each and every assessment not paid within thirty days after the due date.]* The Village Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. In any action to enforce any Village Assessment made hereunder, the prevailing party shall be entitled to a reasonable attorneys' fee, including attorneys' fees for appellate proceedings.

Section 10. Subordination of the Lien to Mortgages. The lien of the Village Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Village Assessments thereafter becoming due or from the lien thereof.

Section 11. Lot and Exterior Maintenance. In the event an Owner of any Lot in the Properties shall fail to maintain his Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Village Association, after approval by two-thirds (2/3) vote of the Board of Directors and thirty (30) days written notice to the Owner, shall have the right, through its agents and employees, to enter upon said parcel and to repair, clear, trim, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the Village Assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date said assessment is made.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change, including color, or alteration therein be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Review Board of the Master Association in accordance with the Master Declaration.

ARTICLE VI
GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Prohibition. No dwelling, dwelling house, garage, outbuilding, structure or appurtenance of any kind including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration or the Master Declaration, and all such construction and exterior finishes shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications as approved by the Architectural Review Board of the Master Association.

Section 2. Only Residential Purposes. No Lot shall be used in whole or in part for anything other than residential purposes, except for model residential dwelling units which may be maintained by the builder or developer only for purposes of development offices or the sale of residential dwellings within the Properties. Other than conducting the sale of residential dwellings, no trade, traffic or business of any kind, whether professional, commercial, industrial or manufacturing or other non-residential use shall be engaged in or carried on upon the Properties, or any part thereof; nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the Properties or adjacent properties. [See Third Amendment and then Cancellation of Third Amendment]

Section 3. Single-Family Residential Use. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling and appurtenant outbuildings or structures as may be suitable and necessary for the purposes for which said Lot is permitted to be used. All such dwellings shall face the street with the exception of those dwellings constructed on a flag lot. All residences shall have a minimum of 1,500 square feet of living area exclusive of garages, patios and porches.

Section 4. Subdivision. No lot shall be subdivided or split by any means whatsoever into any greater number of residential plots nor into any residential plot or plots of smaller size without the express written consent of the Village Association's Board of Directors and the Master Association's Board of Directors.

Section 5. Irrigation. Within thirty (30) days after the issuance of a certificate of occupancy for a residence, the Owner of said residence must install an outdoor irrigation system for the Lot upon which the residence is located. The irrigation system must be on a timer device, the controls for which must be on the exterior of the residence and accessible to the Architectural Review Board of the Master Association.

Section 6. Maintenance and Repair. All dwellings, structures, buildings, outbuildings, walls, driveways and fences placed or maintained on the Properties or any portion thereof shall at all times be maintained in good condition and repair in accordance with the Master Declaration.

Section 7. Unattached Structures and Service Buildings. No unattached structures or service buildings shall be constructed on any Lot. Utility sheds may be permitted if approved in writing by the Architectural Review Board of the Master Association.

Section 8. Exterior Finishes. All improvements shall be CBS construction, unless otherwise approved in writing by the Architectural Review Board of the Master Association. ~~All gable ends shall be finished in the same manner as the walls of the main structure. [Last sentence deleted by First Amendment]~~

Section 9. Fencing. No chain link fences shall be permitted. All fences shall be approved in writing by the Architectural Review Board of the Master Association.

Section 10. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. It is important the banks, swales, and berms constituting a part of the lakes, swales and drainage canals located within the Properties remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales and banks lie within a Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which adjoins said Owner's Lot.

Section 11. Nuisances. No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 12. Driveways and Garages. All residences must provide as a minimum for a double garage attached to the house. All garage doors shall be constructed of materials other than masonite or wood. *[Added by First Amendment - Driveways may not be expanded without prior approval of the architectural Review Board of the Master Association.]*

Section 13. Right to Inspect. The Village Association's Board of Directors may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry of inspection.

~~Section 14. Set-Backs. Each Lot shall be subject to a twenty (20) foot set back from all street rights of way and a twenty five (25) foot setback from all rear property lines. Side set backs shall be not less than seven (7) feet. *[Changed by First Amendment - Each lot shall be subject to a twenty foot setback from all street rights-of-way and a twenty foot setback from all rear property lines. Side setbacks shall be not less than five feet.]*~~

Section 15. Subdivision. No Lot shall be subdivided or split by any means whatsoever into any greater number of residential plots nor into any residential plot or plots of smaller size without the express written consent of the Village Association's Board of Directors.

Section 16. Master Declaration. All of the restrictions contained in this Article VI shall be in addition to the terms and conditions of the Master Declaration. If this Article VI provides for a more restrictive covenant, then this Article VI shall control over the terms of the Master Declaration.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Wetlands, Buffer Areas and Conservation Areas. 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, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Chapter 40D-4, F.A.C., and Polk County Water Resource Division.

Section 2. Enforcement. The Village Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Village Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to a reasonable attorneys' fee including attorneys' fees through appellate proceedings. The Southwest Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water of stormwater management system. [Added by First Amendment -

a. The association upon being advised of a rule violation by written notice from a witness or by actual viewing by an Association representative shall advise the unit owner of the alleged violation in writing.

b. The unit owner may contest the alleged infraction and request a hearing before the Rules Enforcement Committee.

c. The Rules Enforcement Committee shall be appointed by the Board of Directors. The Committee shall hear all testimony from any unit owner who wishes to contest a rule's violation notice. The Rules Enforcement Committee shall keep accurate minutes of the proceeding of each hearing and issue a written report to the Board of Directors. Such meetings shall be held in a confidential manner in order to protect the privacy of unit owners.

d. The Rules Enforcement Committee shall issue a written report of its deliberations to the Board of Directors. The Committee shall include a full statement of its meeting and a recommendation to the Board of the exercising of its fining authority.

e. The Board of Directors upon receipt of the rules Enforcement Committee report shall meet and vote on the imposition of a fine or settlement of the complaint.

f. The Board of Directors shall provide a written response to the unit owner within 14 days after their meeting.

g. The Rules Enforcement Committee serves at the discretion of the Board of Directors and shall consist of three members.]

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended only by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. [See Second Amendment] All amendments must be recorded. Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system must have the prior approval of the Southwest Florida Water Management District. [Added by Second Amendment - Article VII, Section 4 is hereby amended to clarify the original intention of the Declarant that the Declaration may be amended by an instrument signed by Lot Owners holding not less than two-thirds (2/3) of all the votes held by all Lot Owners, regardless of class.]

Section 5. Encroachments. In the event that any residential dwelling shall encroach upon the Village Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event the improvements located on any of the Village Common Area shall encroach upon any Lot, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

Section 6. Mortgage of Common Area. The Village Association shall not be entitled or authorized to convey, mortgage, pledge, sell or hypothecate the Village Common Area without the consent of two-thirds (2/3) of each class of members.

Section 7. Secretary Certificates. Any person may conclusively rely on a certificate of the Secretary of the Village Association (or of the Master Association) as to the outcome of a vote of Members of the Village Association or any business of the Master Association that may be required by this Village Declaration, the By-laws, or the Articles of Incorporation of the Village Association (or of the Master Association).

~~Section 8. Assignment of Voting Rights. The voting rights of any Owner may be assigned (for the lease term only) by an Owner to its tenant, if the tenant has entered into a lease with a term of two (2) years or more; provided however, that the Owner may not assign to such tenant any vote or votes not attributable to the Lot(s) actually leased by such tenant. No such assignment shall be effective until written notice thereof has been received by the Village Association. [Deleted by First Amendment in its entirety]~~

Section 9. Establishment of Membership Roster. For purposes of determining voting rights hereunder, the membership roster shall be established in accordance with the By-laws of the Village Association.

Section 10. Annexation. Additional residential property and common areas may be annexed to the properties encumbered by the Declaration with the consent of the Board of Directors.

Section 11. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Village Common Areas, and further amendments of the Declaration.

ARTICLE VIII
MAINTENANCE OF COMMON ELEMENTS

Section 1. General. The Village Association shall maintain and repair all the Village Common Areas and all improvements thereto. In addition, the Village Association shall maintain and repair all personal property owned by the Village Association.

Section 2. Responsibility for Operation of Stormwater Management System. The Master Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater, management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or, if modified, as approved by the Southwest Florida Water Management District.

Section 3. Easement for Access and Drainage. The Master Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate and maintain the system. By this easement the Master Association shall have the right to enter upon any portion

of any Lot or other portion of the Property which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate and maintain the surface water or stormwater management system as required by the Southwest Florida Water Management System or any other government agency having jurisdiction over such matters. Additionally, the Master Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system without the prior written approval of the Southwest Florida Water Management District.

IN WITNESS WHEREOF, the undersigned as the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 12th day of January, 1994.

Signed, sealed and delivered
in the presence of:

J. L. LAND DEVELOPMENT, INC.
a Florida corporation

<Mark Scott>
Print Name: <Mark Scott>

By: <Joe Lewo>
Joe Lewo, President

(Corporate Seal)

<Robert P. Kenyon>
Print Name: <Robert P. Kenyon>

Address: 101 Spanish Moss Road
Davenport, FL 33537

STATE OF FLORIDA
COUNTY OF <Polk>

The foregoing instrument was acknowledged before me this <17th> day of January, 1994 by JOE LEWO, as President of J. L. LAND DEVELOPMENT, INC., a Florida corporation, who is personally known to me or who has produced _____ as identification.

<Gail E. Faulkner>
Notary Public
Print Name: CC020087
My Commission Expires: 07/16/94
Commission #:

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
THE FOREST AT RIDGEWOOD

The 164 lots as platted on the plat of THE FOREST AT RIDGEWOOD, per plat thereof recorded at Plat Book 94, Pages 24, 25 and 26, public records of Polk County, Florida

TOGETHER WITH THE FOLLOWING ROADS SHOWN ON SAID PLAT:

Spanish Moss Road
Golf Course Parkway
Boxwood Drive
Southern Pine Way
Joewood Trail
Sand Pine Lane

THIS INSTRUMENT PREPARED BY AND RETURN TO:

RUSSELL W. DIVINE, ESQ,

WARLICK, FASSETT, DIVINE & ANTHONY, P.A.

Post Office Box 3387

Orlando, Florida 32802-3387

**FIRST AMENDMENT TO VILLAGE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE FOREST AT RIDGEWOOD**

THIS FIRST AMENDMENT to Village Declaration is made this <14th> day of <April>, 1995 by J. L. **LAND DEVELOPMENT, INC.**, a Florida corporation, whose address is 101 Spanish Moss Road, Davenport, Florida 33837, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located in Polk County, Florida, which is more particularly described in Exhibit "A" attached hereto (the "Property") which is part of the Ridgewood Lakes Development and as subject to the Master Declaration recorded at Official Records Book 3338, Page 938, Public Records of Polk County, Florida.

WHEREAS, the Declarant recorded a Village Declaration with respect to the Property which is recorded at Official Records Book 3338, Page 1002, Public Records of Polk County, Florida (the "Village Declaration").

WHEREAS, Article VII, Section 4 of the Village Declaration provides-that the Village Declaration may be amended by two-thirds of the lot owners and the Declarant owns two-thirds of the lots located within the Property.

NOW THEREFORE, Declarant hereby modifies the Village Declaration as more particularly set forth hereinafter and declares that all of the property described in Exhibit "A" shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Article IV, Section 4 is hereby amended by deleting and inserting the following:

Section 4. Maximum Annual Assessment. Until December 31, 1994 the maximum annual assessment by the Village Association for each Lot shall be ONE HUNDRED FIFTY DOLLARS (\$150.00) per lot. From and after January 1, 1995, the maximum annual Village assessment of the Village Association may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without the affirmative vote of a majority of the membership.

2. Article IV, Section 5 is hereby amended by deleting it and inserting the following:

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Village Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Village Common areas provided that any such assessment shall have been approved by a majority of each class of members who are voting in person or by proxy at a Village Association meeting duly called for this purpose. Any such assessment shall be imposed on a uniform basis against all owners and Declarant. The Declarant shall be obligated to pay special assessments under this Section notwithstanding the provisions of Section 3 of this Article.

3. Article IV, Section 6 is hereby amended by deleting it and inserting the following:

Section 6. Notice and quorum for any Action Authorized Under Section 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members of the Village Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or of proxies of each class entitled to cast a majority, fifty-one percent (51%) of all the votes of each class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4. Article VI, Section 12 shall be amended by adding the following sentence:

Driveways may not be expanded without prior approval of the architectural Review Board of the Master Association.

5. Article VII, Section 2 is hereby amended by adding the following:

a. The association upon being advised of a rule violation by written notice from a witness or by actual viewing by an Association representative shall advise the unit owner of the alleged violation in writing.

b. The unit owner may contest the alleged infraction and request a hearing before the Rules Enforcement Committee.

c. The Rules Enforcement Committee shall be appointed by the Board of Directors. The Committee shall hear all testimony from any unit owner who wishes to contest a rule's violation notice. The Rules Enforcement Committee shall keep accurate minutes of the proceeding of each hearing and issue a written report to the Board of Directors. Such meetings shall be held in a confidential manner in order to protect the privacy of unit owners.

d. The Rules Enforcement Committee shall issue a written report of its deliberations to the Board of Directors. The Committee shall include a full statement of its meeting and a recommendation to the Board of the exercising of its fining authority.

e. The Board of Directors upon receipt of the rules Enforcement Committee report shall meet and vote on the imposition of a fine or settlement of the complaint.

f. The Board of Directors shall provide a written response to the unit owner within 14 days after their meeting.

g. The Rules Enforcement Committee serves at the discretion of the Board of Directors and shall consist of three members.

6. Article VII, Section 8 is hereby deleted entirely.

7. Article VI, Section 8 is amended by deleting the last sentence thereof.

8. Article VI, Section 14 is hereby deleted and the following inserted in its place:

Section 14. Setbacks. Each lot shall be subject to a twenty foot setback from all street rights-of-way and a twenty foot setback from all rear property lines. Side setbacks shall be not less than five feet.

9. Article I is hereby amended to add Section 10 as follows:

Section 10. "Assessment". Assessment shall mean the charge against each lot and the owner thereof which represents a portion of the Common expenses incurred by the Association.

10. Article IV, Section 3 is hereby amended by adding the following clause to the last sentence:

". . . after written notice to all owners."

11. Article IV, Section 9 is hereby amended to add the following sentence after the first sentence:

In addition to interest, the Association shall have the right to charge a \$25.00 late fee on each and every assessment not paid within thirty days after the due date.

12. In all other respects the Village Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to the Village Declaration on the date set forth above.

Signed, sealed and delivered
in the presence of:

**J. L. LAND DEVELOPMENT, INC.,
a Florida corporation**

<Janet L. Taylor>

Witness

Print Name: **<Janet L. Taylor>**

By: **<Mark Scott>**

MARK SCOTT, Vice President

Address: 101 Spanish Moss Road

<Terri M. Rock>

Witness

Davenport, FL 33837

Print Name: **<Terri M. Rock>**

(corporate seal)

STATE OF FLORIDA

COUNTY OF <Orange>

The foregoing instrument was acknowledged before me this <16th> day of <May>, 1995 by MARK SCOTT, who is the Vice President of J. L. LAND DEVELOPMENT, INC., a Florida corporation, and who is personally known to me or who produced <driver's license> as identification.

<Janet L. Taylor>

Notary Public, State of Fla.

Name: <Janet L. Taylor>

Serial No.:

My commission expires:

MY COMMISSION # CC400779 EXPIRES

September 3, 1998

BONDED THRU TROY FAIN INSURANCE, INC.

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EXHIBIT "A"
LEGAL DESCRIPTION
FOR
THE FOREST AT RIDGEWOOD

The 164 lots as platted on the plat of THE FOREST AT RIDGEWOOD, per plat thereof recorded at Plat Book 94, Pages 24, 25 and 26, public records of Polk County, Florida

TOGETHER WITH THE FOLLOWING ROADS SHOWN ON SAID PLAT:

Spanish Moss Road
Golf Course Parkway
Boxwood Drive
Southern Pine Way
Joewood Trail
Sand Pine Lane

<Page ?>

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
RUSSELL W. DIVINE, ESQ.
Divine & Estes, P.A.
Post Office Box 3629
Orlando, Florida 32802-3629

**SECOND AMENDMENT TO VILLAGE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE FOREST AT RIDGEWOOD**

THIS SECOND AMENDMENT To Village Declaration is made as of the date hereinafter set forth by J L LAND DEVELOPMENT, INC., a Florida corporation, and BOVIS HOMES, INC., a Florida corporation.

RECITALS

J L LAND DEVELOPMENT, INC., as Declarant, recorded a Village Declaration of Covenants, Conditions and Restrictions for The Forest at Ridgewood, recorded at Official Records Book 3338, Page 1002, Public Records of Polk County, Florida. and subsequently filed a First Amendment to Village Declaration which is recorded at Official Records Book 3531, Page 0871, Public Records of Polk County, Florida (collectively, the "Declaration").

Article VII, Section 4 of the Declaration provides that the Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. The Forest at Ridgewood presently consist of 164 lots and the undersigned own more than two-third (2/3) of said lots and are therefore entitled to amend the Declaration.

NOW, THEREFORE, the undersigned hereby declare that, in addition to the terms and conditions of the Declaration, all of the property described in the Declaration shall be held, sold and conveyed subject to the following amendments to the Declaration which are for the purpose of protecting the value and desirability of, and which shall run with, the real property described in the Declaration and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof

1. Article VII, Section 4 is hereby amended to clarify the original intention of the Declarant that the Declaration may be amended by an instrument signed by Lot Owners holding not less than two-thirds (2/3) of all the votes held by all Lot Owners, regardless of class.

<Page 1>

2. Except as set forth herein, the declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to Declaration has been executed this <27th> day of September, 1996.

Witnesses:

<Clay Trotter, Sr.>

Print Name: <Clay Trotter, Sr.>

<Mimi L. Knight>

Print Name: <Mimi L. Knight>

J L LAND DEVELOPMENT, INC.

a Florida corporation

By: <Mark Scott>

MARK SCOTT, Vice President

<Clay Trotter, Sr.>

Print Name: <Clay Trotter, Sr.>

<Mimi L. Knight>

Print Name: <Mimi L. Knight>

BOVIS HOMES, INC.

a Florida corporation

By: <Arthur Tye>

Name: <Arthur Tye>

Title: <President>

<Page 2>

STATE OF FLORIDA
COUNTY OF <Seminole>

The foregoing instrument was acknowledged before me this <27th> day of September, 1996, by MARK SCOTT, as Vice President of J L LAND DEVELOPMENT, INC. a Florida corporation, who is personally known to me or who has produced _____ as identification.

<Penny S. Hauck>
NOTARY PUBLIC
PRINT NAME: <Penny S. Hauck>
MY COMMISSION EXPIRES:
MY COMMISSION #:
MY COMMISSION #CC397355
Expires: November 14, 1996

STATE OF FLORIDA
COUNTY OF <Seminole>

The foregoing instrument was acknowledged before me this <27th> day of September, 1996, by <Arthur Tye> as <President> of BOVIS HOMES, INC., a Florida corporation, who are personally known to me or who has produced _____ as identification.

<Penny S. Hauck>
NOTARY PUBLIC
PRINT NAME: <Penny S. Hauck>
MY COMMISSION EXPIRES:
MY COMMISSION #:
MY COMMISSION #CC397355
Expires: November 14, 1996

<Page 4>

**THIRD AMENDMENT TO VILLAGE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE FOREST AT RIDGEWOOD**

THIS THIRD AMENDMENT TO VILLAGE DECLARATION is made as of the 15th day of May, 1998, by **J. L. LAND DEVELOPMENT, INC., a Florida corporation** (the "Declarant").

WHEREAS, the Declarant recorded a Village Declaration of Covenants, Conditions and Restrictions for The Forest At Ridgewood in Official Records Book 3338, Page 1002, public records of Polk County, Florida, and subsequently filed a First Amendment to Village Declaration which was recorded in Official Records Book 3531, Page 0871, public records of Polk County, Florida, and a Second Amendment to Village Declaration which was recorded in Official Records Book 3748, Page 0464, public records of Polk County, Florida (collectively, the "Declaration"); and

WHEREAS, Article VII, Section 4 of the Declaration provides that the Declaration may be amended by an instrument signed by Lot Owners holding not less than two-thirds (2/3) of all the votes held by all Lot Owners, regardless of class; and

WHEREAS, the undersigned Declarant holds more than two-thirds (2/3) of all the votes held by all of the Lot Owners of The Forest At Ridgewood, regardless of class; and

WHEREAS, the Declaration does not prohibit short-term or long-term rental of lots; and

WHEREAS, the Declarant desires to clarify the terms of the Declaration pertaining to short-term rentals of homes constructed upon Lots.

PLEASE RETURN TO KERRY M. WILSON OF
PETERSON & MYERS, P.A.
P.O.Drawer 7608 Winter Haven, Florida 33883-7608

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. The following sentence is added to and incorporated into Article VI, Section 2 of the Declaration, at the end of said section:

"Nothing in this Declaration shall be construed to prohibit the short-term rental of homes constructed on Lots in accordance with the regulations and ordinances of Polk County, Florida."

2. Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Third Amendment to Declaration has been executed as of the date first set forth above.

Signed, sealed and delivered
in the presence of:
<Gail Lynn Gorrell>
Witness
Print Name <Gail Lynn Gorrell>

**J. L. LAND DEVELOPMENT INC.,
a Florida corporation**
By: <Mark Scott>
Mark Scott, as its
Vice President

<Gerald E. Lou>
Witness
Print Name <Gerald E. Lou>

101 Spanish Moss Rd.
Davenport, FL 33837

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this <18th> day of <June>, 1998, by Mark Scott, as Vice President of J. L. LAND DEVELOPMENT, INC., a Florida corporation, on behalf of said corporation. He is personally known to me or produced a Florida driver's license as identification.

(AFFIX SEAL) <Gail Lynn Gorrell>
Notary Public/State of Florida
My Commission Expires Apr. 28, 2000
Commission # CC550991

**CANCELLATION OF
THIRD AMENDMENT TO VILLAGE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE FOREST AT RIDGEWOOD**

THIS CANCELLATION TO THIRD AMENDMENT is made and entered into this 17th day of September, 1998, effective as of July 6, 1998, by **J. L. LAND DEVELOPMENT, INC., a Florida corporation** ("J. L. Land").

RECITALS

WHEREAS, J. L. Land, as Declarant, recorded that Third Amendment to Village Declaration of Covenants, Conditions and Restrictions of The Forest at Ridgewood dated May 15, 1998, and recorded on July 6, 1998, in O.R. Book 4055, page 0165, public records of Polk County, Florida (the "Third Amendment"); and

WHEREAS, in the Third Amendment, Declarant mistakenly stated that Declarant held more than two-thirds (2/3) of all the votes held by all Lot Owners of The Forest at Ridgewood, regardless of class; and

WHEREAS, in the Third Amendment, Declarant mistakenly amended Article VI, Section 2 of The Village Declaration of Covenants, Conditions and Restrictions for The Forest at Ridgewood, recorded in O.R. Book 3338, page 1002, public records of Polk County, Florida, as amended by those instruments recorded in O.R. Book 3531, page 0871, and O.R. Book 3748, page 0464, public records of Polk County, Florida (collectively, the "Declaration").

NOW, THEREFORE, the Declarant states as follows:

1. The Declarant was mistaken in its calculation that it held, as of the effective date of the Third Amendment, more than two-thirds (2/3) of all the votes held by all Lot Owners of The

Page 1

PLEASE RETURN TO KERRY M. WILSON OF
PETERSON & MYERS, P.A.
P.O.Drawer 7608 Winter Haven, Florida 33883-7608

Forest at Ridgewood, regardless of class, and, accordingly, had no authority to amend the Declaration unilaterally.

2. The Third Amendment is hereby canceled and declared to be void and of no effect. Specifically, without limitation, the Declaration has not been amended in accordance with the Third Amendment.

3. Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Cancellation has been executed as of the date first set forth above.

Signed, sealed and delivered
in the presence of:
<Marilyn O'Shea>

Witness
Print Name <Marilyn O'Shea>

J. L. LAND DEVELOPMENT, INC.,
a Florida corporation
By: <Mark Scott>

Mark Scott, as its
Vice President

<Jackie S. Hoverkamp>
Witness
Print Name <Jackie S. Hoverkamp>

101 Spanish Moss Rd.
Davenport, FL 33837

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 17th day of September, 1998, by Mark Scott, as Vice President of J. L. LAND DEVELOPMENT, INC., a Florida corporation, on behalf of said corporation. He is personally known to me or produced a Florida driver's license as identification.

(AFFIX SEAL)

<Jackie S. Hoverkamp>
NOTARY PUBLIC/STATE OF FLORIDA
MY COMMISSION # CC595024
EXPIRES November 19, 2000