

# **Mayfair Documents Landscaping**

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3.5 Easement to Public Rights-of-Way. Notwithstanding anything to the contrary set forth in this Declaration, each Owner of a Lot shall have an easement for access to and from such Owner's Lot to a public right-of-way over a paved common driveway. Declarant has an absolute obligation to construct all portions of any Common Driveway necessary to afford all Owners such access.

3.6 Easement for Public Service Use and Public Utilities. In addition to the foregoing easements, there shall be, and Declarant hereby reserves and covenants for itself and all Owners, easements of ingress and egress over and across the Common Areas for public services (including, without limitation, the right of the police and fire department to enter upon any part of the Common Areas for the purpose of rendering their respective services) and for agents and employees of utility companies servicing the Neighborhood.

3.7 Waiver of Use. No Owner shall be exempt from personal liability for Assessments duly levied by the Association against a Member, or release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas or by abandonment of such Owner's Lot.

#### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 Membership. Every Owner of a Lot and the Declarant shall be a Member of the Association. Notwithstanding the foregoing, any such Person who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall not be assignable, except to the successor-in-interest of the Member.

4.2 Voting Membership. The Association shall have two classes of voting membership:

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

4.2.2 Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to 3 votes per Lot owned by the Declarant provided that the Class B membership shall cease and terminate on the earlier of: (a) one year after the last Lot within the Neighborhood has been sold and conveyed, (b) at any time prior to that date at the election of Declarant (which election shall be evidenced by recording of an instrument in the public records of the County to such effect) or (c) the date of transfer of control of the Association from Declarant to the Members pursuant to the provisions of Chapter 617, Florida Statutes.

4.3 Community Association. Each Member of the Association shall be a member of the Community Association. The President of the Association or any other person as designed by the Board from time to time ("Neighborhood Representative") shall represent the interests of all Members of the Association at meetings of the Community Association. The Neighborhood Representative shall cast as many votes at Community Association meetings as there are Lots subject to the jurisdiction of the Association, as governed by the Community Association by-laws. The Neighborhood Representative shall have the discretion to cast votes on behalf of the Members at Community Association meetings; provided, however, that (a) if so directed, the Neighborhood Representative shall be required to cast the Members' votes in the manner directed by the Board, (b) if there is a meeting of the Association membership to discuss and vote on matters to be voted upon at a Community Association meeting, the Neighborhood Representative shall be required to cast votes on behalf of the Members at the Community Association meeting as are cast in person or by proxy by the Members at such Association meeting (the Neighborhood Representative, in his or her sole discretion, shall be permitted to cast undetermined Association votes at the Community Association meeting, unless otherwise directed by the Board), and any such vote of the Members shall supersede any direction given by the Board to the Neighborhood Representative, and (c) a vote of the Members shall be required for the purposes of providing direction to the Neighborhood Representative on matters pertaining to increases in Community Association assessments (exclusive of reserves and increases in expenses attributable to insurance and utilities) by more than 125% over the previous Community Association fiscal year, dissolution of the Community Association or termination of the Community Declaration.

#### ARTICLE V DUTIES OF THE ASSOCIATION

The Association, acting through the Board, in addition to any other powers specifically provided herein, shall have the duty to: (a) maintain, repair and replace the Common Areas, including, but not limited to, improvements, paving, entry features to the Neighborhood, walls, ponds and landscaping included therein; (b)

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maintain all grass and landscaping located on the Lots and to the extent as provided in this Declaration, it being the intent of this Declaration to provide for a common appearance and quality of the grass and landscaping within the Neighborhood (as used in this sentence, the term "maintain" shall include, but shall not be limited to, all mowing, edging, blowing, weeding, fertilizing, spraying with insecticides, trimming and pruning of hedges and trees, and sod replacement); (c) provide for, maintain and administer community services for the benefit of the Members of the Association; (d) obtain water, electricity and such other utility services as may be required for the use and operation of the Common Areas; (e) grant easements, rights-of-way, or strips of land, where necessary, for utility and sewer facilities over the Common Areas to serve the Common Areas and other portions of the Neighborhood; (f) maintain such policy or policies of liability and fire insurance with respect to the Common Areas, improvements therein and personal property, if any, owned by the Association or Declarant, and providing such other insurance as directed by this Declaration and the By-Laws; and (g) employ or contract with a Management Company to perform all or any part of the duties and responsibilities of the Association, and shall have the power to delegate its powers to committees, officers, employees and other persons, all as permitted under the Articles, the By-Laws, and Chapter 617, Florida Statutes. The standard of care and maintenance of the foregoing shall be as determined by the Board in its sole discretion from time to time.

In the event an Owner of any Lot shall fail to maintain the exterior of such Owner's Home or the Lot, other than those portions of the Lot to be maintained by the Association (if any), in a manner consistent with the Neighborhood Standard, the Association, after approval by 2/3 vote of the members of the Board, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the Home and any other improvements erected thereon. The cost of such exterior maintenance shall be assessed against the subject Lot as a Specific Assessment pursuant to Section 6.6 hereof.

#### ARTICLE VI COVENANT FOR ASSESSMENTS

6.1 Assessments Established. Each Owner of a Lot, in connection with and by acceptance of a deed to such Lot, whether or not it is so expressed in such deed, is deemed to covenant to pay to the Association:

- (a) General Assessments, as defined in Section 6.2 hereof;
- (b) Special Assessments, as defined in Section 6.5 hereof;
- (c) Specific Assessments against any particular Lot that are established pursuant to any provision of this Declaration as provided in Section 6.6 hereof; and
- (d) All taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each Assessment is made as provided in Section 6.9 hereof. Each such Assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Owner(s) of such Lot when such Assessment fell due. An Owner shall be jointly and severally liable for all unpaid Assessments that came due up to the time of transfer, but such liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner.

6.2 Purpose of Assessments; General Assessment. The assessments levied by the Association must be used exclusively to promote the common good and welfare of the residents, to maintain, operate and manage the Association and the Common Areas, and to perform such duties as may be required by this Declaration and the Articles, the By-Laws or by applicable law. To effectuate the foregoing, the Association may levy an annual general assessment ("General Assessment") to provide and be used for the operation, management and all other general activities and expenses of the Association. If permitted under the Community Declaration, the General Assessment shall be collected by the Community Association on behalf of the Association and shall be remitted to the Association within 30 days of collection. Each Owner, by virtue of taking title to a Lot subject to this Declaration, and the Association hereby consent to any such collection procedure and acknowledge and agree that such form of collection would be beneficial to the Association and the Owners in terms of costs savings and management services. Collection of the General Assessment shall be vested solely in the Association pursuant to this Declaration, and the Community Association shall have no power to enforce collection of the General Assessment or any other Assessment levied pursuant to this Declaration. The lien of the Community Association

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Association and a maintenance company, any such additional expense shall be charged to the Owner as a Specific Assessment. Every Owner, by virtue of taking title to a Lot, agrees to indemnify and hold the Association harmless for any and all damage to any Additional Landscaping, save and except for damage resulting from willful misconduct on the part of the Association or its agents.

12.19.3 Every Owner shall be required to irrigate the grass and landscaping located on the Lots in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. A perpetual easement is hereby granted by every Owner to the Association for access to and use of the irrigation control box and facilities attached to the exterior of the Home for purposes of setting and maintaining the timer and control settings for irrigation of those portions of the Lot being maintained by the Owner. No Owner shall be permitted to relocate the irrigation control box and facilities to an area located within the boundaries of the Home or to an area in which the Association does not have a right of access (i.e., within a fenced-in rear yard), and no Owner shall be permitted to adjust the times for irrigation of any Association-maintained portions of the Lot. In the event an Owner fails to comply with the foregoing requirements, any damage to the Association-maintained grass or landscaping which results therefrom shall be corrected by the Association at the sole expense of the Owner, which expense shall be charged by the Association as a Specific Assessment (such correction shall include any and all replacements necessitated thereby). The Association shall be responsible for the maintenance of all sprinklers located on those portions of the Lot being maintained by the Association pursuant to the provisions hereof; provided, however, that the Owner shall be solely responsible for any damage to any sprinklers which occurs during the course of installing any Additional Landscaping. The Owner shall be solely responsible for maintenance of any and all pipes and facilities used for irrigation of grass and landscaping located on the Lot, regardless of grass and landscaping maintenance.

12.19.4 All grass and landscaping located within any rear yard of a Lot that is fenced in pursuant to the provisions of Section 12.20 hereof shall be maintained by the Owner of the Lot at such Owner's sole expense. No gardens, Jacuzzis, fountains, playground equipment or other permitted improvement shall be constructed within the backyard of a Lot unless the backyard area (as defined and bounded on plans and specifications for the Lot as delivered by Declarant to the Association following conveyance of the Lot to the Owner) is fenced in pursuant to this Section. Notwithstanding the foregoing, a screened-in pool and/or Jacuzzi shall not require the construction of a fence to enclose the backyard area.

12.19.5 All Association-maintained grass and landscaping that die shall be replaced by the Association and charged to the Owners as a Common Expense; provided, however, that any grass or landscaping replacements on a Lot resulting from freeze damage or failure to irrigate the grass and landscaping shall be undertaken by the Association and charged to the Owner thereof as a Specific Assessment.

12.19.6 No sod, topsoil, tree or shrubbery shall be removed from the Neighborhood, no change in the elevation of such areas shall be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the Board, in its sole discretion, considers detrimental or potentially detrimental to person or property.

12.19.7 No landscape lighting shall be installed by the Owner without prior approval by the Committee. A condition of such approval shall be that all lighting must be placed not less than 12" from the inside edge of any landscaping beds, so as to permit Association grass and landscaping maintenance; provided, however, that no such restriction shall apply in connection with Additional Landscaping so long as the Association is in no manner hindered in performing its maintenance responsibilities as provided herein.

12.20 Fences. Any fence placed by an Owner that encloses the backyard portion and portions of the side yards of the Lot shall be constructed in accordance with the rules and regulations promulgated by the Committee as to type, nature and height.

12.21 Increases in Insurance Rates. No Owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the Neighborhood.

12.22 Casualties. In the event that a Home or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.