

This instrument prepared by
(and return to):
Alberto S. Bustamante, III, Esq.
Baker Hostetler LLP
200 S. Orange Ave.
Suite 2300
Orlando, FL 32801

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Declaration**") is made and entered into as of the 29th day of October, 2015 (the "**Effective Date**"), by LL Lumen Park, LLC, a Delaware limited liability company ("**Declarant**").

1. PRELIMINARY.

1.1 **Lumen Park Property.** Declarant is the owner of those certain tracts of land located and situated in the town of Lady Lake, Lake County, Florida containing approximately thirty (30) gross acres of land as identified by the legal description and on the composite sketch contained in Exhibit A attached hereto and incorporated herein by reference (the "**Lumen Park Property**").

1.2 **Lot 1.** Declarant is the owner of that certain tract of land located and situated in the town of Lady Lake, Lake County, Florida containing approximately seven and a half (7.5) gross acres of land as identified on composite sketch Exhibit A (the "**Lot 1**").

1.3 **Lot 2.** Declarant is the owner of that certain tract of land located and situated in the town of Lady Lake, Lake County, Florida containing approximately thirteen and eighty-five hundredths (13.85) gross acres of land as identified on composite sketch Exhibit A (the "**Lot 2**").

1.4 **Lot 3.** Declarant is the owner of that certain tract of land located and situated in the town of Lady Lake, Lake County, Florida containing approximately three and seven tenths (3.7) gross acres of land as identified on composite sketch Exhibit A (the "**Lot 3**").

1.5 **Lot 4.** Declarant is the owner of that certain tract of land located and situated in the town of Lady Lake, Lake County, Florida containing approximately two and eighty-five hundredths (2.85) gross acres of land as identified on composite sketch Exhibit A (the "**Lot 4**").

1.6 **Lots 5.** Declarant is the owner of that certain tract of land located and situated in the town of Lady Lake, Lake County, Florida containing approximately two and one tenth (2.1) gross acres of land as identified on composite sketch Exhibit A (the "**Lot 5**"), which has been divided into 19 lots identified as "5A", "5B", "5C", "5D", "5E", "5F", "5G", "5H", "5I", "5J", "5K", "5L", "5M", "5N", "5O", "5P", "5Q", "5R", and "5S".

1.7 **Purpose.** The Lumen Park Property consists of contiguous lots of land. The purpose of this Declaration is to establish certain covenants, conditions, easements, and restrictions that shall be applicable to the Lumen Park Property, all of which covenants, conditions and restrictions are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lumen Park Property.

1.8 **Definitions.** In addition to capitalized terms which are defined as such capitalized terms are introduced in this Declaration, the following terms shall have the definitions ascribed to them below.

(a) **"Declarant"**: LL Lumen Park, LLC and its successor as identified in Section 10 below.

(b) **"Environmental Laws"**: The Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act, the Clean Water Act, the Resource Conservation and Recovery Act and any other similar federal, state or local law, rule or regulation respecting Hazardous Materials, together with all rules and regulations promulgated thereunder and all present or future amendments thereto.

(c) **"Hazardous Materials"**: Underground storage tanks, petroleum and petroleum products, asbestos, PCB's, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any Environmental Laws.

(d) **"Lienholder"**: Any mortgagee under a mortgage, or any trustee or beneficiary under a deed of trust, owning and holding a lien on any Parcel as provided in and granted by such mortgage or deed of trust. A Lienholder shall not be deemed to be an Owner for purposes of this Declaration until such time as said Lienholder acquires fee simple title to its Parcel by foreclosure, trustee's sale or otherwise.

(e) **"Owner" or "Owners"**: At any time and with respect to a Parcel, the record holder of fee simple title to such Parcel (including his, her or its heirs, personal representatives, successors and assigns).

(f) **"Parcel"**: One of the lots designated on the composite sketch Exhibit A.

(g) **"Parcels"**: Collectively, Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 (including 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R and 5S).

(h) **"Person"**: Any individual, partnership, firm, association, corporation, trust, governmental agency, administrative tribunal or any other form of business or legal entity.

- (i) "**Property**": The Lumen Park Property.
- (j) "**Restrictions**": The covenants, conditions and restrictions contained in this Declaration.

2. COVENANTS APPLICABLE TO THE LUMEN PARK PROPERTY.


2.1 **Development of Lumen Park Property.** Owners shall not, without Declarant's prior written consent (which consent may be granted or withheld by Declarant in its reasonable discretion), develop, or permit the development of, the Lumen Park Property in any manner that is not the same as, or substantially similar to and consistent with, the development plan (the "**Lumen Park Property Development Plan**") for the Lumen Park Property as set forth in Exhibit B. In the event that the Owner of Lot 1 desires to revise or amend the Lumen Park Property Development Plan, such Owner shall provide to Declarant a written description of the proposed revision or amendment of the Lumen Park Property Development Plan (together with such drawings and/or any other information or documentation as Declarant shall reasonably require). Declarant shall have a period of thirty (30) Business Days to approve or disapprove the proposed revision or amendment, which approval or disapproval shall be in writing and delivered to Owner of Lot 1. In the event that Declarant does not approve or disapprove in writing the proposed revision or amendment to the Lumen Park Property Development Plan prior to the expiration of such thirty (30) day period, such proposed revision or amendment shall automatically be deemed to have been disapproved.

3. CONSTRUCTION OF INFRASTRUCTURE.

3.1 The Lot 1 owner shall have the obligation to construct all of the common element improvements and access easement areas as referenced herein and as set forth in the Lumen Park Property Development Plan. The Lot 1 Owner shall, within eighteen (18) months of acquiring title from Declarant, complete the following infrastructure improvements ("**Infrastructure Improvements**"):

- (a) Complete the full access road construction within the cross access easement area;
- (b) Complete all site grading and site work for the Lumen Park Property;
- (c) Clear and remove trees on the Lumen Park Property;
- (d) Construct the complete stormwater retention system for the Lumen Park Property pursuant to applicable permits;
- (e) Construct and install all utility infrastructure to include electrical service, water supply, lift station, and sewer service to each Parcel within Lumen Park Property, as applicable;
- (f) Construct the perimeter fence.

3.2 The obligation to construct the Infrastructure Improvements shall be a covenant and obligation running with title to Lot 1. In the event that the Lot 1 Owner shall not have completed the Infrastructure Improvements within eighteen (18) months of obtaining title thereto, then the Declarant (if other than the then Owner of Lot 1), and/or

any other Owner of Lots 2, 3, or 4, may elect to construct the Infrastructural Improvements ("**Constructing Owner**") and upon completion thereof, such Constructing Owner shall have the right to impose a lien against Lot 1. 

In the event that Lot 1 Owner fails to complete the Infrastructure Improvements in a timely manner as required by this Section 3.2, then, Constructing Owner may perform the work necessary to complete the Infrastructure Improvements and Parcel Owner 1 shall reimburse Constructing Owner for all costs incurred with respect to the work done on the Infrastructure Improvements, together with interest per annum which shall accrue at the maximum rate permitted by law from the date payment for the work was made by Constructing Owner, until reimbursement is received from Lot 1 Owner. If Lot 1 Owner shall fail to reimburse Constructing Owner, as provided above, within fifteen (15) days after receipt of a bill therefor, Constructing Owner shall have a lien on Lot 1 for the amount of the bill, which amount shall continue to bear interest at the maximum rate permitted by law until paid. The foregoing lien shall be effective when filed of record by Constructing Owner, as a claim of lien against Lot 1 in the office of the recorder of Lake County, signed and verified. The lien, when so established against Lot 1, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing of the lien. The lien shall be for the use and benefit of Constructing Owner and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

4. COVENANTS APPLICABLE TO LOT 1.

4.1 **Development of Lot 1.** Lot 1 Owner shall have the right to develop Lot 1 as an independent senior living, assisted living and/or memory care facility (the "**Facility**"). Lot 1 Owner shall not, without Declarant's prior written consent (which consent may be granted or withheld in its reasonable discretion), develop, or permit the development of, Lot 1 for any other use (the "**Lot 1 Permitted Use**"). In the event that Lot 1 Owner desires to develop Lot 1 for any use other than the Lot 1 Permitted Use (an "**Alternate Use**"), Lot 1 Owner shall provide to Declarant a written description of the Alternate Use (together with such drawings and/or any other information or documentation as Declarant shall reasonably require). Declarant shall have a period of thirty (30) Business Days to approve or disapprove the proposed Alternate Use, which approval or disapproval shall be in writing and delivered to Lot 1 Owner. In the event Declarant does not approve or disapprove in writing the proposed Alternate Use prior to the expiration of such thirty (30) day period, such proposed Alternate Use shall automatically be deemed to have been disapproved. Lot 1 Owner shall have initiated construction of the improvement (building structures) for the Lot 1 Permitted Use within twenty-four (24) months of receiving title to Lot 1 from Declarant ("**Lot 1 Construction Date**"). In the event Lot 1 Owner shall fail to initiate construction of the building structures by the Lot 1 Construction Date, then Declarant shall have the right to re-purchase Lot 1 from the then Owner. If Declarant elects to re-purchase Lot 1, it shall provide fifteen (15) days written notice to Lot 1 Owner; such notice shall indicate the closing date and closing agent, as determined by Declarant. The re-purchase price shall be calculated by subtracting the infrastructure cost plus ten percent (10%) from the original purchase price paid by Lot 1 Owner to Declarant ("**Re-Purchase**").

Price”).

5. COVENANTS APPLICABLE TO LOTS 1 – 4.

5.1 **Compliance with Building and Architectural Standards.** All buildings and improvements constructed or placed on Lots 1 – 4 shall comply in all respects with the building and architectural standards set forth in Exhibit C attached hereto and incorporated herein by reference (the "**Building and Architectural Standards**"). Prior to an Owner's commencing construction of any improvements on its Parcel, such Owner (the "**Constructing Owner**") shall submit the plans and specifications for such improvements, including but not limited to the construction plans, site plan, elevations and other drawings, and descriptions of materials to be used in constructing the improvements (the "**Plans and Specifications**") to the Declarant (the "**Reviewing Owner**") for such Reviewing Owner's review and confirmation that the Plans and Specifications comply in all respects with the Building and Architectural Standards. Within fifteen (15) Business Days after the Plans and Specifications are delivered to the Reviewing Owner, the Reviewing Owner shall provide a written response to the Constructing Owner (the "**Response Notice**") which (a) confirms in writing (which confirmation shall not be unreasonably withheld) that the Plans and Specifications comply in all respects with the Building and Architectural Standards, or (b) identifies with specificity and in reasonable detail that portion or portions of the Plans and Specifications which do not comply with the Building and Architectural Standards. The foregoing submission, review and Response Notice process shall continue until the Plans and Specifications are approved by the Reviewing Owner. If a Reviewing Owner does not provide a Response Notice within fifteen (15) Business Days after the Plans and Specifications are delivered to the Reviewing Owner, the Plans and Specifications shall automatically be deemed to have been confirmed and approved by the Reviewing Owner. Declarant and all Parcel Owners acknowledge and agree that (i) the improvements to be constructed by each Owner of Lots 1 – 4 on their respective Parcel (the "**Parcel Improvements**") will be substantially as shown in the renderings set forth in Schedule 1 attached hereto and incorporated herein by reference, and (ii) the improvements to be constructed by such Owner on the corresponding Parcel of the Lumen Park Property shall be substantially as set forth in the Lumen Park Development Plan and Building and Architectural Standards.

5.2 Prohibited Uses.

(a) In addition to any other uses prohibited by law, ordinance or development order(s), no portion of the Lumen Park Property shall under any circumstances be used for:

- (i) "head shop";
- (ii) X-rated theater;
- (iii) establishment for the sale of pornographic materials;
- (iv) massage parlor and/or steam bath (provided that this provision shall not be deemed to prohibit any therapeutic massages or any form of hydrotherapy made available to

- residents of the Facility);
- (v) nude modeling studio or establishment with nude or semi-nude waiters, waitresses or entertainers;
 - (vi) adult bookstore and/or adult video sales and rentals;
 - (vii) billiard room;
 - (viii) convenience store;
 - (ix) restaurant, including drive-in restaurant or drive-through restaurant (provided that this provision shall not be deemed to prohibit any dining room service or similar food service in the Facility);
 - (x) bowling alley;
 - (xi) skating rink;
 - (xii) secondhand store;
 - (xiii) army/navy type store and/or governmental "surplus" store;
 - (xiv) wholesale or factory outlet store;
 - (xv) cooperative store;
 - (xvi) sexually-oriented or adult-oriented business;
 - (xvii) gambling establishment;
 - (xviii) used car lot;
 - (xix) scrap or waste yard;
 - (xx) wrecking or junk yard;
 - (xxi) pawn shop;
 - (xxii) kennel or other animal boarding facility;
 - (xxiii) stockyard;
 - (xxiv) food or meat processing or packing facility;
 - (xxv) warehouse;
 - (xxvi) self-storage facility;
 - (xxvii) mobile home or trailer park;
 - (xxviii) casino or gambling establishment;
 - (xxix) liquor store, package store or any other wholesale or retail establishment selling liquor, beer, wine or any other alcohol for consumption; or
 - (xxx) site for drilling for and/or removal of subsurface substances (other than in connection with environmental investigation and/or remediation conducted in accordance with applicable

laws).

(b) Without in any way limiting or affecting the prohibited uses set forth in Section 5.2(a), the following shall not be permitted with respect to the Lumen Park Property:

(i) No temporary dwelling, tent, shop, trailer or mobile home of any kind or any temporary improvement shall be permitted on any Parcel; provided, however, that a builder or contractor may have temporary improvements (such as a temporary office or construction trailer) on a Parcel during the construction of any improvements on a Parcel.

(ii) No boat, marine craft, hovercraft, aircraft, recreational vehicle, camper, travel trailer, motor home or camper body may be parked for storage on any Parcel; provided that this restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use during the construction of any improvements on a Parcel.

(iii) Trucks with tonnage in excess of one (1) ton and any vehicle with painted advertisement (other than, in the case of Lot 1, vehicles with the name of the Facility thereon, or vehicles of a builder during the construction of any improvements on a Parcel) shall not be permitted to park on any Parcel overnight.

(iv) No vehicle of any size which transports flammable or explosive material may be kept on any Parcel at any time; provided, however, that the prohibition set forth in this Section 5.2(b)(iv) shall not apply to any vehicle temporarily on a Parcel for the purpose of making deliveries to such Parcel if such vehicle complies with all applicable laws and regulations.

(v) No individual water supply system shall be permitted on any Parcel.

(vi) No individual sewage disposal or septic system shall be permitted on any Parcel.

(vii) No building previously constructed elsewhere may be moved onto any Parcel, it being the intent and purpose of this Section 5.2(b)(vii) that only new construction shall be built and placed on any Parcel.

(viii) No building or other permanent improvements shall be placed or permitted to remain on a Parcel which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or materially retard the flow of water through drainage channels.

5.3 Construction and Maintenance. Each Owner, at its sole and exclusive cost, shall keep and maintain its respective Parcel (together with any and all improvements located thereon) in good condition and repair, clean and free of rubbish and other hazards.

Such maintenance shall include, but not be limited to, the following: regular and timely removal of all litter, garbage, trash and waste; regular lawn mowing; tree, shrub and plant pruning and trimming; watering of landscaped areas; weed control; pest control; maintaining exterior lighting and mechanical facilities in good working order; keeping parking areas, walks, driveways and roads clean and in good repair; striping of all parking and driveway areas; and the repairing and repainting of the exterior improvements visible to neighboring properties and/or public view. The standard for such maintenance shall be that which would maintain the Parcel or Parcels of an Owner in a manner and quality equal to at least that maintained by the owners of first class facilities of the same type in Lady Lake, Florida.

In the event that the Owner(s) of Lots 2, 3, 4 and/or 5 at any time fails to keep and maintain its Parcel in the condition required by this Section 5.3, then, upon thirty (30) days prior written notice, the Declarant may perform any work necessary to cause Lots 2, 3, 4 and/or 5, as the case may be (the "Defaulting Parcel"), to be placed in the condition required by this Section 5.3, and the Owner of the Defaulting Parcel shall reimburse the Declarant for all costs incurred with respect to the work done on the Defaulting Parcel, together with interest per annum which shall accrue at the maximum rate permitted by law from the date payment for the work was made by Declarant, until reimbursement is received from the Owner of the Defaulting Parcel. If the Owner of the Defaulting Parcel shall fail to reimburse Declarant as provided above within fifteen (15) days after receipt of a bill therefor, Declarant shall have a lien on the Defaulting Parcel for the amount of the bill, which amount shall continue to bear interest at the maximum rate permitted by law until paid. The foregoing lien shall only be effective when filed of record by Declarant, as a claim of lien against the Defaulting Parcel in the office of the recorder of Lake County, signed and verified, and containing at least the following:

- (i) An itemized statement of all amounts due and payable pursuant hereto;
- (ii) A description of the Defaulting Parcel;
- (iii) The name of the current Owner or reputed owner of the Defaulting Parcel.

The lien, when so established against the Defaulting Parcel, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing of the lien. The lien shall be for the use and benefit of Declarant and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

5.4 Grant of Access Easement. Declarant has, on even date herewith, granted an easement for vehicular and pedestrian ingress, egress and access to all Lots within the Lumen Park Property, the easement shall be recorded in the Lake County Public Records in the form attached hereto as Exhibit D ("**Access Easement**"). Lots 1 – 4 shall be deemed parties to the Access Easement and be subject to the Access Easement in perpetuity. The Access Easement shall provide for cross-parking as between the Lots 1 – 4; such cross-parking being made available to those spaces which are beyond that required by applicable governing authority for the use and facilities within any such Parcel.

5.5 **Grant of Lot 2 Signage Easement.** Declarant has, on even date herewith, granted an easement for Lot 2 signage at the east side of the west access drive entrance of Lot 1, the easement shall be recorded in the Lake County Public Records in the form attached hereto as Exhibit E (“**Signage Easement**”). Signage shall comply with town ordinances, codes and this Declaration, and shall be approved by Declarant prior to the submission of any permit.

5.6 **Control of Certain Access.** Lot 1 Owner shall, at its expense, construct on Lot 1 a roadway (the "**Lumen Park Access Road**") in substantially the location shown in Exhibit F attached hereto and incorporated herein by reference, which Lumen Park Access Road shall provide Lots 1 – 4 with access to and from CR 466, a publicly dedicated street. It being the express intention of Lot 1 Owner that at any and all times, Lot 1 – 4 Owners or any of its affiliates or their agents, representatives, vendors, customers, guests and invitees, and the residents of the Facility or their family members or other guests, shall have free and unencumbered access from Lot 1 to the Lumen Park Property and from the Lumen Park Property to Lot 1.

5.7 **Hazardous Materials.** No Owner of a Parcel or any tenant, licensee or other occupant of such Parcel shall use or permit the use, handling, generation, storage, release, disposal or transportation of Hazardous Materials on, about or under its Parcel except in the ordinary course of its business and in compliance with all Environmental Laws.

6. COVENANTS APPLICABLE TO LOT 5.

6.1 **Applicable Covenants.** In addition to the Restrictions contained in this Section 6, Lot 5, including 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R, and 5S, shall be bound to the foregoing Restrictions stated in Sections 2 – 5 hereinabove.

6.2 **Prohibition on Development and Open Space Requirement.** Consistent with Ordinance No. 2011-28, as recorded in the Official Records Book 4109, Page 746, of the Public Records of Lake County, Florida, all of the property within Lot 5 shall be deemed open space. Lot 5 Owner(s) shall not develop, or permit the development of any portion of Lot 5. The Lot 1 Owner, as part of the Infrastructure Improvements, shall erect, at its sole cost and expense, a fence along the boundary identified on Exhibit A (“**Permitted Fence Area**”) for each of Lots 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R, and 5S. No other permanent structures or fixtures, including swimming pools, may be erected or constructed on any portion of Lot 5 (“**Open Space Requirement**”) with the exception of the following: a) non-permanent lawn furniture, b) irrigation piping, c) raised planters for vegetation or gardening or pervious pedestrian paths.

6.3 **Maintenance.** Each Owner of Lots 5A – 5S shall be responsible for the maintenance and repair of the portion of the fence within its respective Parcel, which shall conform to the design specifications as specified by Declarant. Lot 5 Owner(s) shall be

required to maintain their respective Parcel to the minimum standards specified on Exhibit G. Declarant reserves the right to replace the fence along the east and north boundaries of Lot 2 and Lot 4, to a design and structure at Declarant’s sole and absolute discretion.

6.4 **Access.** It is the intent of the Declarant to convey each of Lots 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R, and 5S to the adjacent contiguous property owners to the north and east of such lots. Upon conveyance to such adjacent property owners, access shall be by and through such adjacent parcel and title to each such parcel shall thereafter run with title to the adjacent parcel in perpetuity. Subsequent to such conveyance, there shall be no right of access from Lots 1 – 4 to Lots conveyed and there shall be no access from the conveyed Lots 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R, and 5S to Lots 1 – 4. In the event that any of Lots 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R, or 5S shall not be conveyed and incorporated to the adjacent property as contemplated herein, the access to such property and ownership of such Parcel shall run by, through and to the individually contiguous Parcel within the Lumen Park Property (Lot 2 and Lot 4, respectively).

6.5 **Continuing Covenant/Restriction.** Subsequent to the conveyance of each of Lots 5A – 5S to the adjacent lots, not within the Lumen Park Property, such Lots shall no longer be deemed subject to this Declaration, with the exception of the Parcel designation by virtue of the Plat, the Open Space Requirement, and all other terms, conditions and requirements of this Section 6.

7. **STORMWATER MANAGEMENT SYSTEM AND LIFT STATION.**

7.1 Declarant has, on even date herewith, granted to Owners of Lots 1 – 4, a Stormwater, Retention and Utility Easement which shall be recorded in the Lake County Public Records, which shall be in the form attached hereto as Exhibit H (“**Stormwater, Retention and Utility Easement**”). All improvements to be constructed in association with the stormwater system within the Lumen Park Property, shall be constructed by the Lot 1 Owner, as Infrastructure Improvements. The Stormwater, Retention and Utility Easement shall provide for the location, structures, access, use and maintenance of the common stormwater management and retention system and the location and use of the lift station which shall serve the sewer utility function and operating system for Lots 1 – 4 within the Lumen Park Property.

8. **CASUALTY AND CONDEMNATION.**

8.1 **Casualty.** In the event of any damage to or destruction of any building and/or any other improvements on any Parcel from any cause whatsoever, the Owner upon whose Parcel the casualty occurred shall, at the sole option of such Owner and within nine (9) months from the date of the casualty, (i) commence the repair, restoration, or rebuilding of the building and/or other improvements and complete such building and/or other improvements with reasonable diligence, (ii) raze and demolish such building and/or improvements (or such part thereof that has been damaged or destroyed), clear the affected

area of all debris, either pave and/or landscape such affected area in such a manner as not to adversely affect the drainage of the Property or any portion thereof, and keep the same weed-free and clean, or (iii) effect any combination of subsections (i) and (ii) of this Section 8.1 as such Owner may deem appropriate.

8.2 **Condemnation.**

(a) Building and Improvements Restoration. If all or any portion of any building and/or any other improvements on any Parcel is taken or damaged as a result of the exercise of the power of eminent domain by any condemning authority, or any transfer in lieu thereof (a "**Condemnation**"), the Owner upon whose Parcel such building and/or improvements are located shall have (i) the same obligations with respect to restoration or removal of the building and/or the improvements as are set forth in Section 8.1, and (ii) the same rights with respect to such Parcel of such Owner as are set forth in Section 8.1.

(b) Allocation of Award. If all or any portion of a Parcel is taken or damaged as a result of a Condemnation (a "**Condemned Parcel**"), the Owner of the Condemned Parcel shall be entitled to the entire award, the entire purchase price paid for, and/or the entire amount of any other compensation payable by the condemning party with respect to the Condemned Parcel; provided, however, that nothing contained herein shall affect any other Person's right to seek severance damages for its Parcel; provided, however, that the award of such severance damages does not reduce or diminish the amount which would otherwise be paid to the Owner of the Condemned Parcel. If the Owner of the Condemned Parcel shall elect to restore or cause to be restored the remaining portion of the Condemned Parcel as provided in Section 8.2(a), the Owner of the Condemned Parcel shall restore or cause to be restored the remaining portion of the Condemned Parcel as near as practicable to the same condition such Condemned Parcel was in immediately prior to such Condemnation to the extent, but only to the extent, of any condemnation proceeds allocated by the court or condemning party, as the case may be, to such restoration and actually received by the Owner of the Condemned Parcel. Notwithstanding the foregoing, this Section 8.2 is not intended to and shall not alter the allocation of any award (i) between the Owner of a Condemned Parcel and any tenant of such Condemned Parcel pursuant to the terms of any lease, or (ii) between the Owner of a Condemned Parcel and any other Person pursuant to an agreement between the Owner and such other Person.

9. **INDEMNIFICATION.**

9.1 **Indemnification by Owner.** Each Owner (in such case, the "**Indemnifying Owner**") hereby indemnifies and shall defend and hold harmless the other Owner and the occupants of the Property from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorney's fees and reasonable attorney's fees on

any appeal), judgments, proceedings, and causes of action of any kind whatsoever for injury to or death of any individual or damage to any property resulting from the willful misconduct or grossly negligent act or omission of the Indemnifying Owner that occurs within the easement areas Access Easement and/or Stormwater, Retention and Utility Easement.

10. SUCCESSION TO DECLARANT.

10.1 **Succession.** Upon the sale or transfer of the last Parcel owned by Declarant LL Lumen Park, LLC, the successor Declarant, as referenced in Section 1.8(a), shall become the owner of Lot 1 and its successors in title thereafter.

10.2 **Voting.** Prior to the divesting and conveyance of the last Parcel owned by LL Lumen Park, LLC, all decisions and the right to amend, modify and/or change the Declaration, Access Easement and/or the Stormwater, Retention and Utility Easement shall be solely within the right and discretion of LL Lumen Park, LLC. Subsequent to the sale or transfer of the last Parcel owned by LL Lumen Park, LLC, this Declaration may be generally amended by a vote of each Owner of Lots 1 – 4, wherein the majority shall control. In the case of a split vote, the Declarant shall have the right to cast the deciding vote. The consent of Owners of Lots 1 and 2 shall be necessary in any amendment affecting the Access Easement and/or the Stormwater, Retention and Utility Easement or use upon Lots 1 – 4.

11. COMMON AREAS/EASEMENTS.

11.1 **Access and Use of Common Areas.** The Access Easement and Stormwater, Retention and Utility Easement shall be for the benefit of the Owners and occupants of Lots 1 – 4 in accordance with the terms of such easements. The Access Easement and the Stormwater, Retention and Utility Easement areas, together with any and all improvements thereon shall be deemed common areas (“**Common Areas**”). Owners shall be responsible for the perpetual care, maintenance and operations of such Common Areas, as herein set forth.

11.2 **Maintenance of Common Areas.** At its expense, each Owner of a Parcel shall perform aesthetic landscaping and weed control on the common storm water retention pond located within the respective Parcel. The Owner of Lot 1 shall perform the functional maintenance of the improvements, structures, conveyance components and systems of the Access Easement and the Stormwater, Retention and Utility Easement. On an annual basis, Lot 1 Owner shall deliver to the Owners of Lots 2 – 4 a budget with anticipated costs necessary for the upkeep and repair of the Common Areas (“**Budget**”). Together with the Budget, an assessment shall be delivered that allocates cost to each Parcel based on the ratio of actual square footage of buildings constructed on such Parcel as the numerator and the overall actual square footage of buildings constructed on Lumen Park Property as the denominator (“**Assessment Allocation**”). Owners shall remit payment to Lot 1 Owner within thirty (30) days of receipt of the Budget and Assessment Allocation. At the end of the year, if the Assessment Allocation owed by an Owner exceeds such Owner’s prior

payments, the Owner shall pay the Lot 1 Owner the deficiency within sixty (60) days after receipt of such annual statement. If the payments made by an Owner for the year exceed the Owner's actual Assessment Allocation, such Owner may either offset the excess against future Assessment Allocation expenses later to come due to the Lot 1 Owner or request reimbursement from the Lot 1 Owner, which reimbursement shall be provided without delay.

If the Owners of Lots 2, 3, 4 and/or 5 shall at any time fail to pay the foregoing Assessment Allocation as provided herein, all amounts due shall bear interest at the maximum rate permitted by law commencing upon the date that the pertinent Assessment Allocation is due and continuing until paid, and the Declarant shall have a lien against the Parcel of the Owner failing to pay the Assessment Allocation in the amount of all fees due and owing upon compliance with the procedure set forth in Section 5.3 above.

12. GENERAL PROVISIONS.

12.1 Restrictions Run With the Land. Each and every one of the Restrictions on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcel and each part thereof, and shall run with the land.

12.2 Successors and Assigns. This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon each Owner, his, her or its heirs, successors, assigns and personal representatives, and upon any Person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise. Notwithstanding the foregoing, if an Owner sells or transfers all or any portion of its interest in any Parcel, such Owner shall, upon the sale and conveyance of title to such Parcel or such portion thereof, be released and discharged from all of its obligations as Owner in connection with the Parcel or the portion thereof sold by such Owner arising under this Declaration after the sale and conveyance of title but shall remain liable for all obligations arising under this Declaration prior to the sale and conveyance of title. The new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner or Lienholder who acquires its interest by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Parcel or portion thereof after the date of sale and conveyance of title or, in the case of such Owner or Lienholder acquiring its interest by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise, after the date of the acquisition of such interest.

12.3 Duration. Except as otherwise provided herein, the term of this Declaration shall be for a period of fifty (50) years (the "**Primary Period**") from the Effective Date. Notwithstanding the foregoing, upon the expiration of the Primary Period, the term of this Declaration shall automatically renew for successive periods of five (5) years each (each such period being referred to as an "**Extension Period**") unless, at least ninety (90) days prior to the date of expiration of the Primary Period or the Extension Period then in effect, the Owners duly execute, acknowledge and record in the Official Public Records of Lake County, Florida a written termination notice, in which event, this Declaration shall

automatically expire at the end of the Primary Period or the Extension Period then in effect. At any time, the Owners may terminate this Declaration by duly executing, acknowledging and recording in the Official Public Records of Lake County, Florida a written termination notice, in which event, this Declaration shall terminate as of the date specified in such written termination notice. At any time, the Owners may terminate this Declaration in part by duly executing, acknowledging and recording in the Official Public Records of Lake County, Florida a written termination notice specifying which portion of this Declaration is terminated, in which event, such portion of this Declaration shall terminate as of the date specified in such written termination notice. In no event shall only one Owner have any right to unilaterally terminate this Declaration in whole or in part. No termination of this Declaration by the Owners shall affect the rights of any Lienholder unless the Lienholder consents in writing to the termination.

12.4 Injunctive Relief. In the event of any violation or threatened violation by any Person (including an Owner) of any of the Restrictions (including but not limited to the Building and Architectural Standards), any Owner shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law or in equity.

12.5 Modification. This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of Owners as set forth in Section 10 hereof and then only by written instrument duly executed and acknowledged by the Declarant and recorded in the Official Public Records of Lake County, Florida. No modification of this Declaration shall affect the rights of any Lienholder unless the Lienholder consents in writing to the modification.

12.6 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

12.7 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Declaration by any Person shall entitle an Owner to terminate this Declaration, but such limitation on termination shall not affect in any manner whatsoever any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration by any Person. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

12.8 Default and Right to Cure.

(a) **Default.** Notwithstanding any provision to the contrary contained herein, an Owner (the "**Notified Owner**") shall be deemed to be in default under this Declaration only upon the expiration of thirty (30) days from receipt of written notice of default from another Owner (the "**Notifying Owner**") specifying the

particulars in which such Notified Owner has failed to perform the obligations of this Declaration unless such Notified Owner, prior to the expiration of said thirty (30) day period, has rectified the particulars specified in said written notice of default. However, the Notified Owner shall not be deemed to be in default if such failure cannot be rectified within said thirty (30) day period and such Notified Owner is using good faith and such Notified Owner's best efforts to rectify the particulars specified in the written notice of default from the Notifying Owner; provided, however, that in any event, the default set forth in the written notice of default must be cured by such Notified Owner within one hundred eighty (180) days following the date on which such Notified Owner received the written notice of default from the Notifying Owner.

(b) Right to Cure. In the event that an Owner (the "**Defaulting Party**") fails to cure any default under this Declaration following the notice and cure period set forth in Section 12.8(a), then another Owner (the "**Non-Defaulting Party**") shall, after five (5) Business Days' written notice to the Defaulting Party, have the right (but not the obligation) to take, or cause another individual or entity to take, any and all actions necessary to cure the default, and all costs and expenses incurred by the Non-Defaulting Party to cure the default plus interest at the lesser of ten percent (10%) per annum or the maximum rate permitted by law shall immediately become, and shall be, due and payable by the Defaulting Party to the Non-Defaulting Party upon written demand by the Non-Defaulting Party. To the extent the Non-Defaulting Party's cure of any default by the Defaulting Party requires access to any real property owned by the Defaulting Party, the Parties hereby agree that the Non-Defaulting Party and its representatives, agents and contractors shall have a license to access the Defaulting Party's real property for the purpose of curing such default, and such access by the Non-Defaulting Party and its representatives, agents and contractors shall not in any event be, or be deemed or alleged by the Defaulting Party to constitute, any trespass, unlawful entry or any other similar tort or action. In curing any default by a the Defaulting Party, the Non-Defaulting Party and its representatives, agents and contractors shall have no liability to the Defaulting Party except for any liability arising out of the gross negligence or willful misconduct of the Non-Defaulting Party and its representatives, agents and contractors.

12.9 Notices.

(a) All notices given pursuant to this Declaration shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Owner at the address set forth below.

Declarant: LL Lumen Park, LLC
c/o Preston Hollow Capital, LLC
1717 Main St.
Suite 3900

Dallas, TX 75201
Phone 214-389-0800
jdinan@phcllc.com

With copies to:

Darren Azdell
1345 Virginia Lee Circle
Brooksville, FL 34602
Telephone: 813-400-2399
Darren.Azdell@OIArchitecture.com

Baker Hostetler
Attn: Albert Bustamante, Esq.
200 S. Orange Ave., Suite 2300
Orlando, FL 32801
Phone: 407-540-7900
Email: abustamante@bakerlaw.com

Lot 1 Owner:

LL Lumen Park, LLC
c/o Preston Hollow Capital, LLC
1717 Main St.
Suite 3900
Dallas, TX 75201
Phone 214-389-0800
jdinan@phcllc.com

Lot 2 Owner:

LL Lumen Park, LLC
c/o Preston Hollow Capital, LLC
1717 Main St.
Suite 3900
Dallas, TX 75201
Phone 214-389-0800
jdinan@phcllc.com

Lot 3 Owner:

LL Lumen Park, LLC
c/o Preston Hollow Capital, LLC
1717 Main St.
Suite 3900
Dallas, TX 75201
Phone 214-389-0800
jdinan@phcllc.com

Lot 4 Owner:

LL Lumen Park, LLC
c/o Preston Hollow Capital, LLC
1717 Main St.
Suite 3900
Dallas, TX 75201

Phone 214-389-0800
jdinan@phcllc.com

Lot 5 Owner: LL Lumen Park, LLC
c/o Preston Hollow Capital, LLC
1717 Main St.
Suite 3900
Dallas, TX 75201
Phone 214-389-0800
jdinan@phcllc.com

All notices given pursuant to this Declaration shall be deemed given upon receipt.

(b) For the purpose of this Declaration, the term "**receipt**" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to Section 12.9(a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the Person specified pursuant to Section 12.9(a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending Party.

12.10 Waiver. The failure of an Owner to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that such Owner may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by such Owner.

12.11 Attorney's Fees. In the event an Owner initiates or defends any legal action or proceeding in any way connected with this Declaration and such Owner is the prevailing party in such legal action or proceeding, then such Owner (in addition to any other relief which may be granted, whether legal or equitable) shall be entitled to recover from the losing party (whether the other Owner or any other Person) in any such action or proceeding its reasonable costs and attorney's fees (including, without limitation, its reasonable costs and attorney's fees on any appeal). All such costs and attorney's fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment. In the event an Owner initiates or defends any legal action or proceeding in any way connected with this Declaration and such Owner is not the prevailing party in such legal action or proceeding, then nothing contained in this Section 12.11 shall entitle or be construed to entitle the prevailing party to recover from such Owner any costs or attorney's fees whatsoever (including, without limitation, its reasonable costs and attorney's fees on any appeal).

12.12 Severability. If any term or provision of this Declaration or the application

of such term or provision to an Owner or to any other Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to an Owner or to any other Person or circumstance, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the fullest extent permitted by law.

12.13 **No Third Party Beneficiary Rights.** This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any Person not a party hereto.

12.14 **Captions and Headings.** The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

12.15 **Entire Agreement.** This Declaration contains the entire agreement between the Owners hereto with respect to the subject matter hereof, and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any Owner.

12.16 **Business Day.** As used in this Declaration, "**Business Day**" shall mean any day other than a Saturday or Sunday, or other day on which national banks in Lady Lake, Florida are permitted or are required to close.

12.17 **Extension of Time for Performance.** If the day on which any notice is required to be given by an Owner or on which any action is to be taken by an Owner is not a Business Day, then such Owner may give the notice or take the action on the next day that is a Business Day, and if such Owner gives the notice or takes the action on the next day that is a Business Day, such Owner shall be deemed to have complied with its obligations under this Declaration with respect to the giving of such notice or the taking of such action, and such Owner shall not be deemed to have failed to give notice or to be in default hereunder.

12.18 **Construction.** In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

12.19 **Recordation; Governing Law.** This Declaration shall be recorded in the Official Public Records of Lake County, Florida. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida and shall be performable in Lake County, Florida.

12.20 **Binding.** The provisions of this Declaration shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12.21 **Exhibits.** The following exhibits are attached to and form a part of this Declaration:

- Exhibit A - Lumen Park Property
- Exhibit B - Lumen Park Property Development Plan
- Exhibit C - Building and Architectural Standards
- Exhibit D - Access Easement
- Exhibit E - Signage Easement
- Exhibit F - Lumen Park Access Road
- Exhibit G - Lot 5 Maintenance Standards
- Exhibit H - Stormwater, Retention and Utility Easement

Schedule 1 - Renderings of Parcel Improvements

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED to be effective as of the Effective Date.

DECLARANT:

LL Lumen Park, LLC
a Delaware limited liability company

Signed, sealed and delivered
in the presence of:

Signature: *Kandice Stephens*
Print Name: Kandice Stephens

By: *[Signature]*
Name: James R Thompson
Its: managing member

Signature: *[Signature]*
Print Name: John Dixon

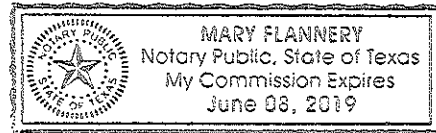
Date of Execution: 10/30, 2015

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 30th day of October, 2015, by James R Thompson as CEO of Preston Hollow Capital, LLC, a Delaware LLC, on behalf of such Declarant LL Lumen Park LLC who is personally known to me or has produced _____ as identification.

(Notary Stamp)

Mary Flannery
Signature of Notary Public
Print Name: Mary Flannery
Notary Public, State of Texas
Commission Expires: 6/8/19



[ADDITIONAL SIGNATURES TO APPEAR ON FOLLOWING PAGE]

EXECUTED to be effective as of the Effective Date.

LOT 1 OWNER:

LL Lumen Park, LLC
a Delaware limited liability company

Signed, sealed and delivered
in the presence of:

Signature: [Handwritten Signature]
Print Name: Kandice Stephens

By: [Handwritten Signature]
Name: James R. Thompson
Its: Managing member

Signature: [Handwritten Signature]
Print Name: John Pinar

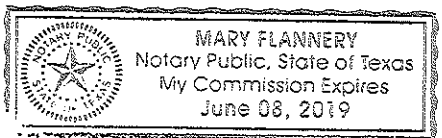
Date of Execution: 10/30, 2015

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 30th day of October, 2015, by James R Thompson, as CEO of Preston Hollow Capital LLC a Delaware LLC, on behalf of such Delarant LL Lumen Park LLC who is personally known to me or has produced _____ as identification.

(Notary Stamp)

[Handwritten Signature]
Signature of Notary Public
Print Name: Mary Flannery
Notary Public, State of Texas
Commission Expires: 6/10/19



EXECUTED to be effective as of the Effective Date.

LOT 2 OWNER:

LL Lumen Park, LLC
a Delaware limited liability company

Signed, sealed and delivered
in the presence of:

Signature: *Kandice Stephens*
Print Name: Kandice Stephens

By: *[Signature]*
Name: James R Thompson
Its: Managing member

Signature: *[Signature]*
Print Name: John Dixon

Date of Execution: 10/30, 2015

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 30th day of October, 2015, by James R Thompson as CEO of Preston Hollow Capital LLC a Delaware LLC, on behalf of such Declarant LL Lumen Park LLC who is personally known to me or has produced _____ as identification.

(Notary Stamp)

Mary Flannery
Signature of Notary Public
Print Name: Mary Flannery
Notary Public, State of Texas
Commission Expires: 6/8/19



EXECUTED to be effective as of the Effective Date.

LOT 3 OWNER:

LL Lumen Park, LLC
a Delaware limited liability company

Signed, sealed and delivered
in the presence of:

Signature: [Handwritten Signature]
Print Name: Kandee Stephens

By: [Handwritten Signature]
Name: James R. Thompson
Its: Managing Member

Signature: [Handwritten Signature]
Print Name: John Dinn

Date of Execution: 10/30, 2015

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 30th day of October, 2015, by James R Thompson as CEO of Preston Hollow Capital LLC a Delaware LLC, on behalf of such Declarant LL Lumen Park LLC who is personally known to me or has produced _____ as identification.

(Notary Stamp)

Mary Flannery
Signature of Notary Public
Print Name: Mary Flannery
Notary Public, State of Texas
Commission Expires: 6/8/19



EXECUTED to be effective as of the Effective Date.

LOT 4 OWNER:

LL Lumen Park, LLC
a Delaware limited liability company

Signed, sealed and delivered
in the presence of:

Signature: [Handwritten Signature]
Print Name: Kandice Stephens

By: [Handwritten Signature]
Name: James R Thompson
Its: managing member

Signature: [Handwritten Signature]
Print Name: John D. [unclear]

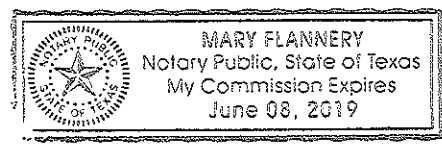
Date of Execution: 10/30, 2015

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 30th day of October, 2015, by James R Thompson, as CEO of Preston Hollow Capital, LLC, a Delaware LLC, on behalf of such Declarant LL Lumen Park LLC who is personally known to me or has produced _____ as identification.

(Notary Stamp)

[Handwritten Signature]
Signature of Notary Public
Print Name: Mary Flannery
Notary Public, State of Texas
Commission Expires: 6/8/19



EXECUTED to be effective as of the Effective Date.

LOT 5 OWNER:

LL Lumen Park, LLC
a Delaware limited liability company

Signed, sealed and delivered
in the presence of:

Signature: [Handwritten Signature]
Print Name: Kandice Stephens

By: [Handwritten Signature]
Name: James R. Thompson
Its: managing Member

Signature: [Handwritten Signature]
Print Name: John Dinn

Date of Execution: 10/30, 2015

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 30th day of October, 2015, by James R. Thompson, as CEO of Preston Hollow Capital, LLC, a Delaware LLC, on behalf of such Declarant LL Lumen Park LLC who is personally known to me or has produced _____ as identification.

(Notary Stamp)

Mary Flannery
Signature of Notary Public
Print Name: Mary Flannery
Notary Public, State of Texas
Commission Expires: 6/8/19

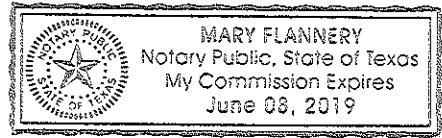


Exhibit A Lumen Park Property

Legal description of Lumen Park Property and sketch depicting:

Lumen Park Property

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5, including 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R and 5S

Permitted Fence Area

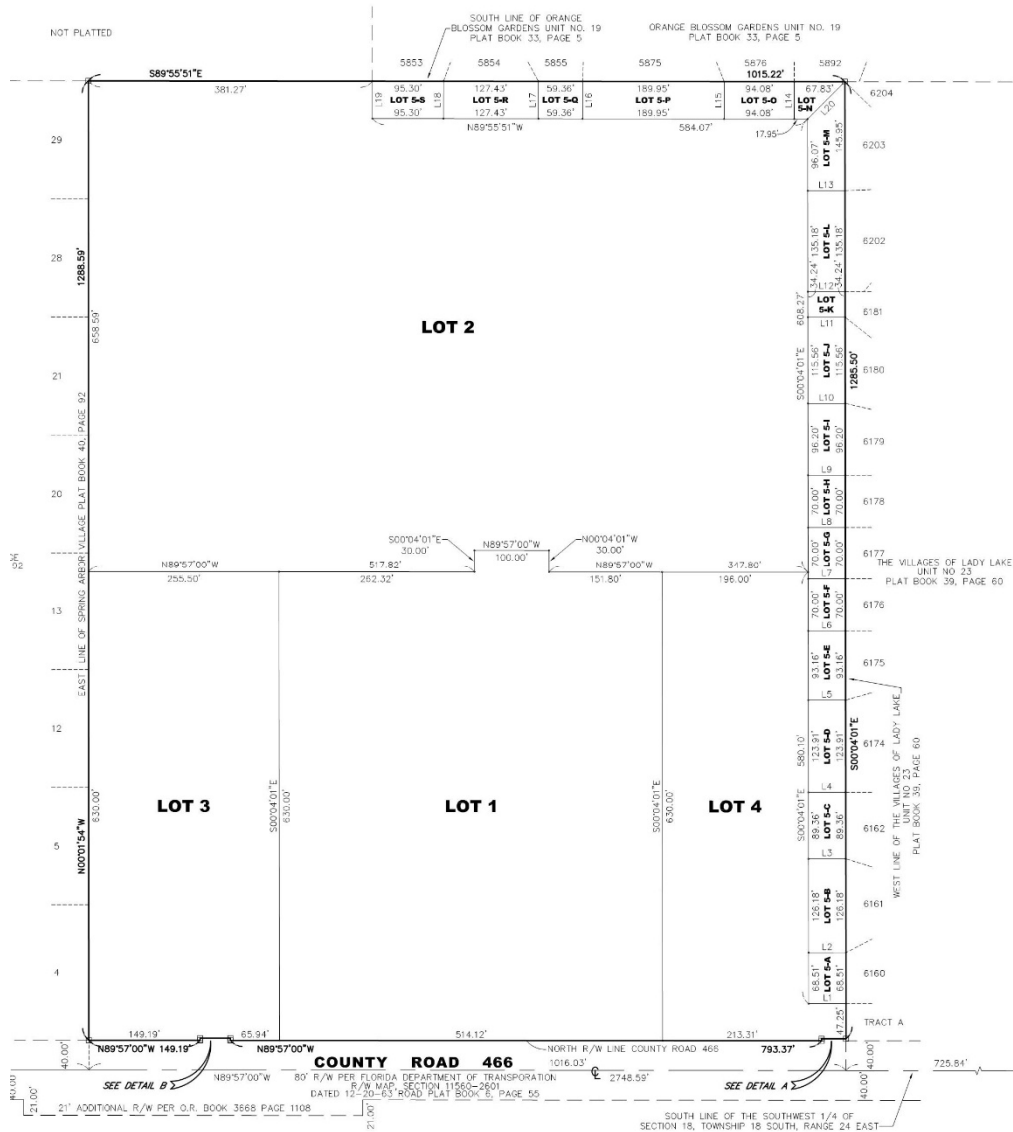


Exhibit B
Lumen Park Property Development Plan



nioutsidein
architecture llc

LUMEN PARK - LADY LAKE | LANDSCAPE PLAN |
TOWN OF LADY LAKE, FLORIDA | 04.13.15

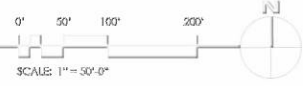


Exhibit C
Building and Architectural Standards

Guidelines. Unless otherwise agreed in writing by the Owners, all buildings or improvements constructed or placed on the Lumen Park Property shall, in addition to complying with all applicable governmental requirements and standards, comply with the following standards:

(1) **Landscaping.** Plant and paving materials must be appropriate in type and amount to local climatic conditions utilizing drought tolerant native and or “Florida Friendly” landscaping or xeriscaping and to the design of the buildings or improvements to which the landscaping and/or paving materials relate. Landscaping must be installed within forty five (45) days after occupancy or substantial completion of the improvements, whichever occurs first, subject to reasonable extensions of time for weather conditions or other circumstances beyond the reasonable control of the Owner.

(2) **Parking.** No on-street parking will be permitted on any street or drive, and no parking shall be allowed in any area other than a paved area that is designated as a parking area; provided, however, that if in connection with any special, non-recurring event to be held on a Parcel, temporary parking is required, vehicles may, during such event (and only during such event), be parked in an area that is not designated as a parking area. Each Owner is responsible for the enforcement of compliance with this provision by its employees, agents, and visitors.

(3) **Service and Storage Areas.** Garbage and refuse containers must be concealed and contained within the improvements or concealed by means of a screen wall or other structure of material similar to or compatible with that of the improvements. Such containers will be designed so as not to attract attention and will be located in the most inconspicuous manner possible. Except during the construction of improvements on a Parcel, no materials, supplies, or equipment may be stored in any area on such Parcel except inside a closed building, or behind a visual barrier screening the area so that such materials, supplies, or equipment are not visible from the adjacent Parcel or from a public street.

(4) **Exterior Materials, Colors.** Finished building materials must be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. In this regard, hard-surface materials such as brick, stone, masonry, marble, granite, limestone, finished concrete, glass and metal curtain walls are encouraged.

(5) **Mechanical Equipment.** All mechanical equipment, utility meters, and storage tanks on a Parcel must be located in such a manner as not to be visible from the adjacent Parcel or from a public street. If concealment within the improvements is not possible, then such utility elements must be concealed by screening or by shrubbery or other landscaping. If practicable, all antennae, satellite

dishes, and other communications devices, if any, on the tops of roofs or other portions of any improvements located on a Parcel shall be screened or otherwise located so that such antennae, satellite dishes, and other communications devices are not visible from the adjacent Parcel or from a public street.

(6) Underground Utility Lines. Utility lines on each Parcel must be placed underground.

(7) Applicable Governmental Requirements. If any of the standards set forth in this Exhibit C conflict with applicable governmental requirements or standards, or if such applicable governmental requirements or standards are stricter than the standards set forth in this Exhibit C, such governmental requirements or standards shall control.

(8) Exterior Lighting. All exterior lighting shall be full cut-off fixtures casting light downward. Exception: Ornamental pole lighting consistent with existing lighting and approved by the Declarant's architect.

A representative color rendering or elevation of all proposed structures, scaled site plan and landscape plan, trash collection locations is required for approval by the Declarant's architect prior to any submission to building officials.

Exhibit D Access Easement

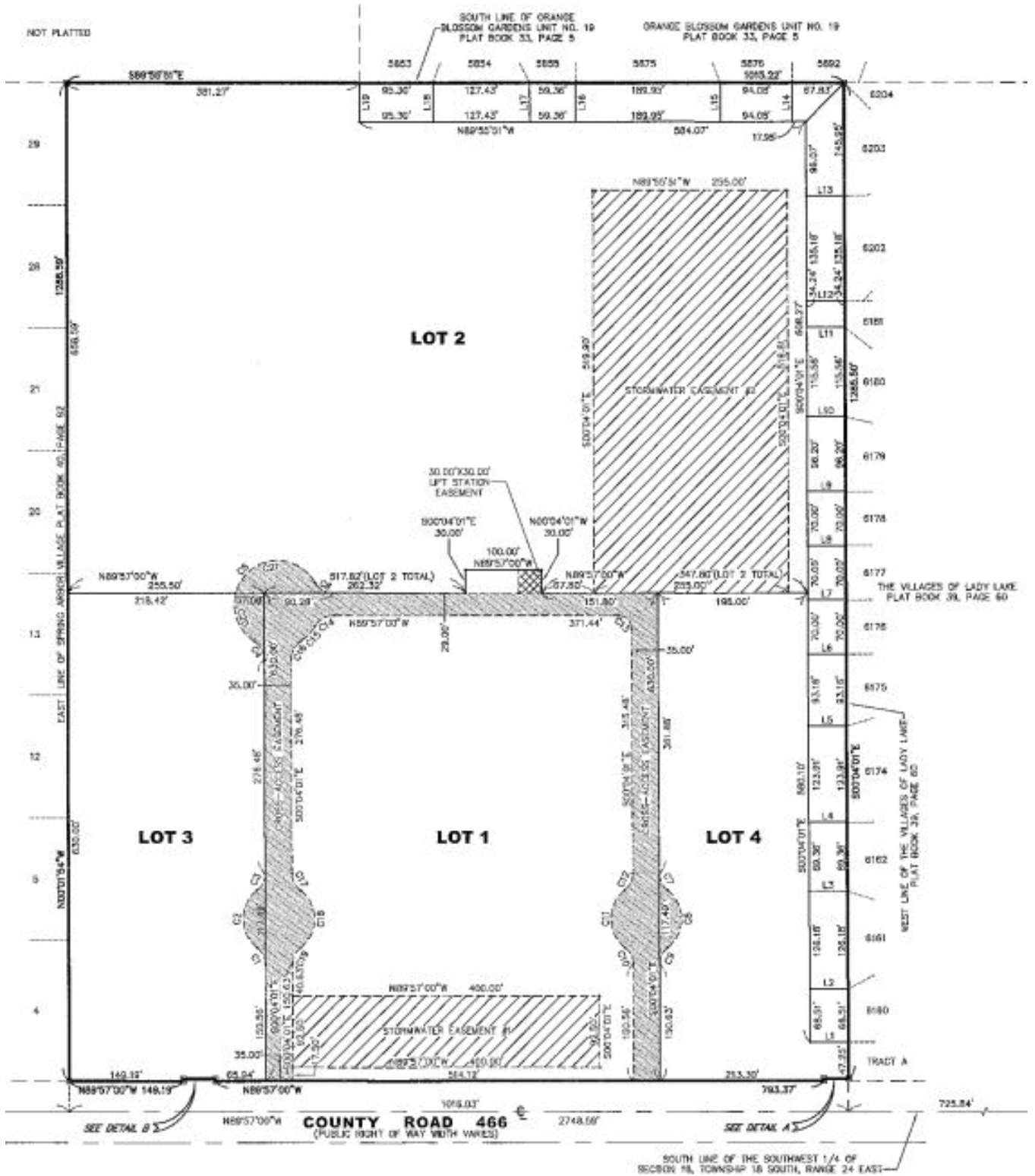


Exhibit E
Signage Easement

(To be Provided after DOT Permit Approval)

Exhibit F Lumen Park Access Road

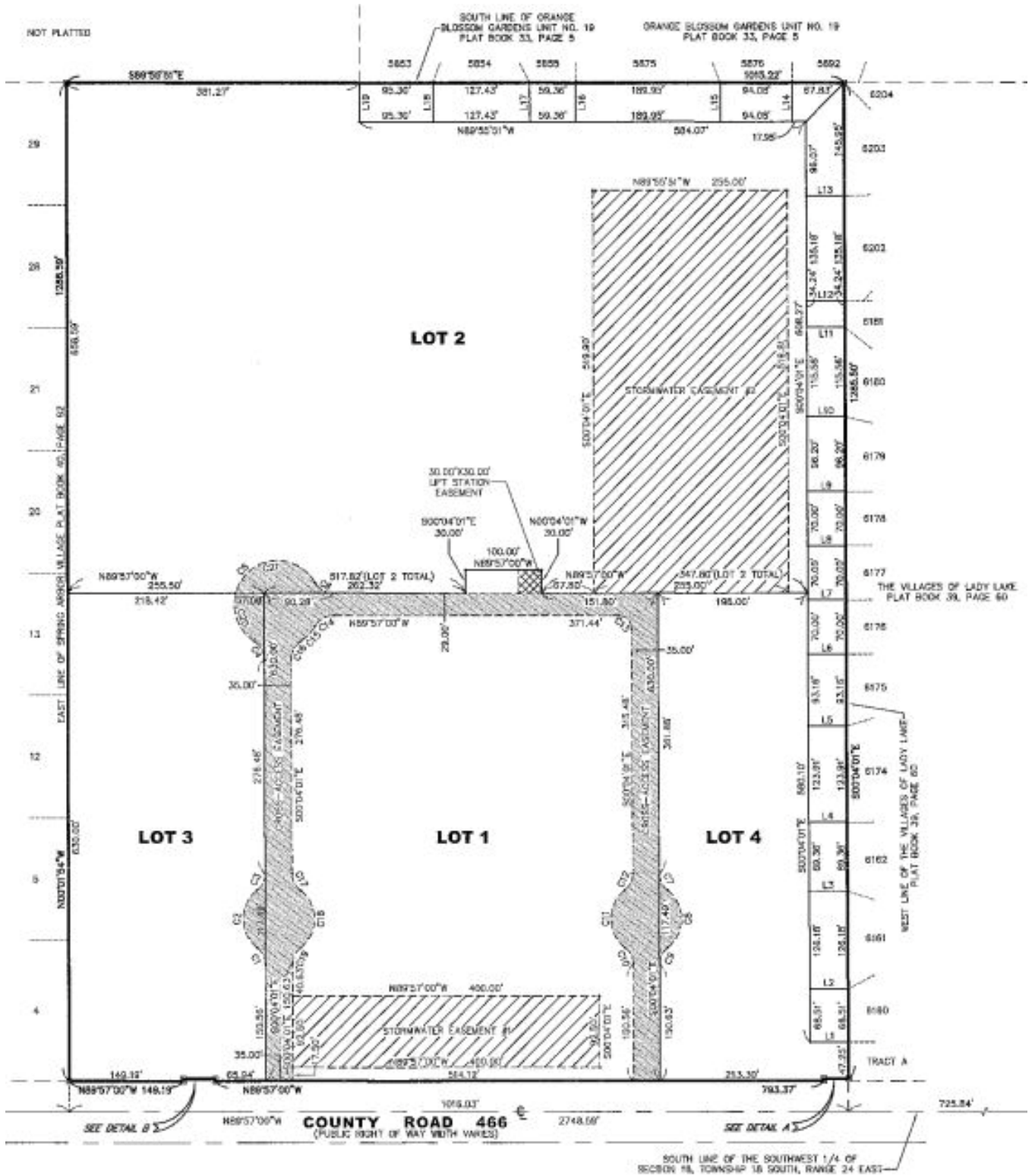


Exhibit G
Lot 5 Maintenance Standards
(In accordance with Town of Lady Lake Ordinance #2011-28)

(1) Lots within Lot 5, including 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R and 5S, are designated conservation lots (“**Conservation Lot**”) and are to be used as buffer zones between commercially developed lots and adjacent residential lots. No building construction or use of the Buffer Zone for any reason other than lawn, landscape, utilities drainage and/or retention of stormwater or PVC fence maintenance shall be permitted other than those permitted uses listed below.

(2) Notwithstanding any local town or county ordinances, non-permanent structures, including without limitation, gazebos, children's swing sets, and the like, or landscaping features or installed necessary utilities on any Conservation Lot are permitted. Additionally, as to those Adjacent Lot Owners who accept their Conservation Lot, the Conservation Lot shall become an appurtenance to the property and thereafter the Conservation Lot shall not be conveyed separately from the respective Adjacent Lot Owner's property. Any such later conveyance in violation of this restriction is void ab initio. Finally, Conservation Lots shall be deemed a conservation area for zoning and real property tax purposes from the date of the recording of the Deed for each such conveyance.

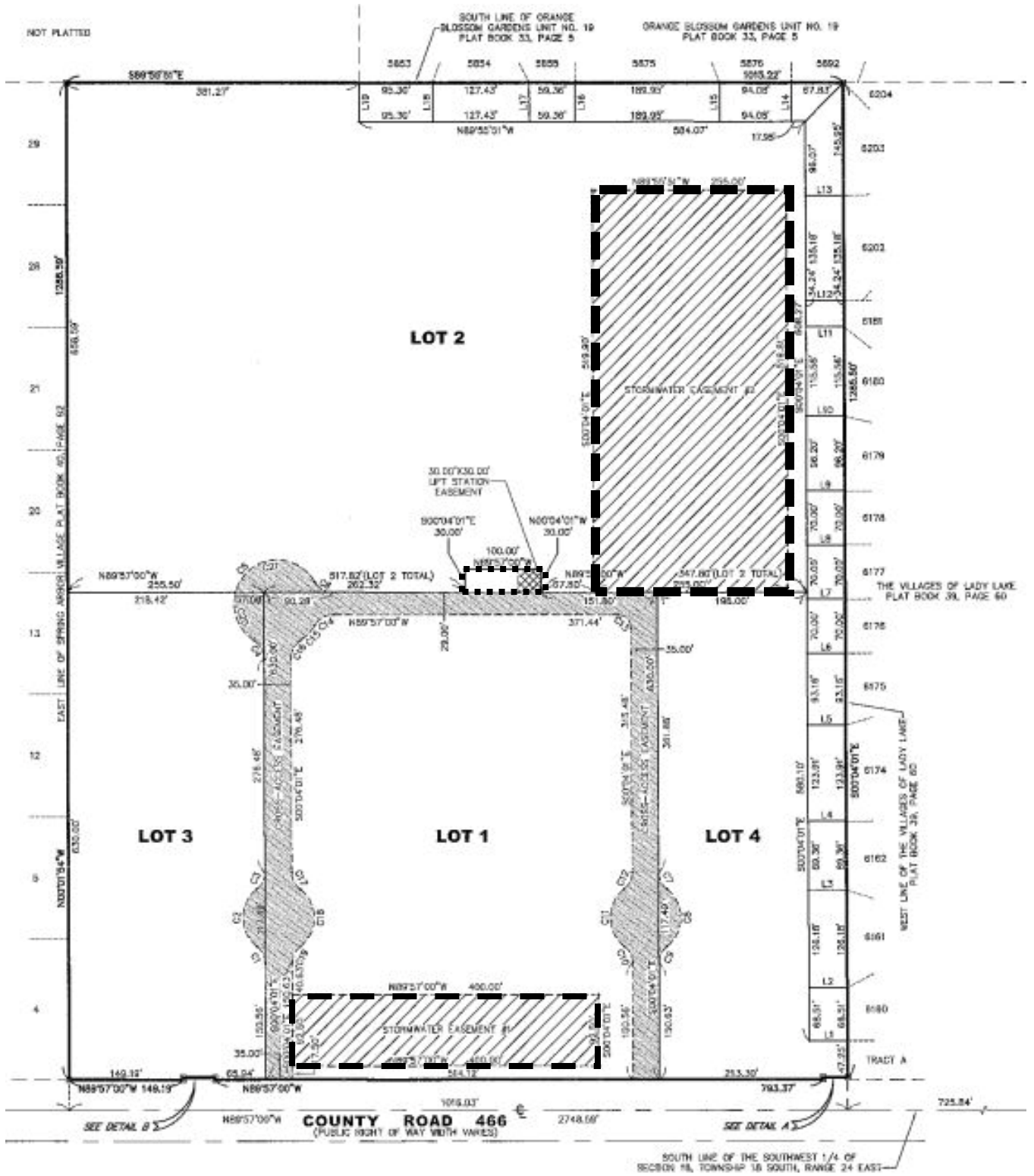
(3) Developer installed PVC fencing shall not be painted, moved, modified or otherwise altered without the written permission of the Declarant.

(4) No native tree with a height of twenty feet (20') or greater shall be removed from any Conservation Lot unless declared hazardous by a certified arborist.

(5) All Conservation Lots shall be maintained consistent with this Declaration.

Exhibit H

Stormwater, Retention and Utility Easement



Schedule 1

Renderings of Parcel Improvements



conceptual rendered south elevation - Option B (Spanish Mission)

IL/ALF - TOWN OF LADY LAKE - FLORIDA
06.21.11

outsidein
architecture llc



CONCEPT RENDERING
PROPOSED:
4.5 COLOR EXTERIOR (OR SIMILAR)

LUMEN PARK - LADY LAKE
TOWN OF LADY LAKE, FL

04.13.15

outsidein
architecture llc

OutsideIn Architecture, LLC
info@oi-arch.com (813) 400-2399