

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COOPER'S HOLLOW**

THIS DECLARATION is made effective as of the date of recording, by Cooper's Hollow, LLC, a Florida limited liability company ("Declarant").

ARTICLE 1 - RECITALS

This Declaration of Covenants, Conditions and Restrictions is for the purpose of regulating and restricting the use and development of certain real property located in Teton County, Idaho, which is more particularly described as Cooper's Hollow, a subdivision according to the plat recorded in the Office of the Clerk of Teton County on the ____ day of _____, 20____, as Instrument No. _____ to be effective upon recording hereof.

The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "Restrictions") that apply to the Property. The Restrictions are designed to preserve the Property's value, desirability, and attractiveness, and to ensure a well integrated high-quality development in a cost effective and administratively efficient manner.

ARTICLE 2 - DECLARATION

Declarant declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof;

B. shall inure to the benefit of every lot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Declarant, Declarant's successors in interest, and each grantee or Owner, and such grantee's or Owner's respective successors in interest, and may be enforced by Declarant, by any Owner, or such Owner's successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Property and to construct

improvements thereon, or any public right-of-way, nor Declarant's right to post signs incidental to construction, sales, or leasing, nor Declarant's right to modify plans for the Property, all in accordance with any necessary approvals of Teton County, Idaho.

ARTICLE 3 - DEFINITIONS

"Access Easement." Access Easement shall mean that certain thirty (30) foot wide easement described on the Plat providing access to Lots 1 and 2 and that certain thirty (30) foot wide easement described on the Plat providing access to Lots 3, 4 and 5.

"Association." Association shall mean the governing body of the Cooper's Hollow subdivision, which shall consist of the Owners.

"Building Envelope." The area within a Lot designated by the Master Plan for Cooper's Hollow on file with the Teton County, Idaho, Planning Department, in which all structures must be placed, constructed or erected.

"Common Driveway." Common Driveway shall mean the private access road within an Access Easement which provides access to more than one Lot.

"Cooper's Hollow." Cooper's Hollow shall mean the Property.

"Declaration." Declaration shall mean this Declaration as it may be amended or supplemented from time to time.

"Declarant." Declarant shall mean by Cooper's Hollow, LLC, a Florida limited liability company.

"Improvement." Improvement shall mean any structure, facility, or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, fences, drives, driveways, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

"Lot." Lot shall mean one or more lots shown on the Plat of Cooper's Hollow subdivision, upon which Improvements may be constructed.

"Owner." Owner shall mean the person or other legal entity, including Declarant, holding fee simple interest of record to a Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

"Person." Person shall mean any individual, partnership, corporation, or other legal entity.

"Plat." Plat shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Teton County, Idaho, as the same may be

amended by duly recorded amendments thereof.

"Property." Property shall mean the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by any supplemental Declaration or otherwise. The Property also may include, at Declarant's sole discretion, such additional property in addition to that described in Exhibit A as may be annexed by means of supplemental Declaration.

"Waterway." Waterway shall mean any surface water amenity, including, without limitation, any, canal, ditch, channel, slough, stream or reservoir, natural or artificial, which is located on the Property.

ARTICLE 4 - GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures - Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration and all Lots must be used for residential and/or agricultural purposes.

4.2 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures) shall be placed nearer to the Lot lines or built higher than permitted by the Development Setback Line or other restriction set forth on the Plat, by any applicable zoning restriction, by any conditional use permit, or by a Building Envelope designated on the Plat or the Master Plan on file with the Teton County, Idaho, Planning Department. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

4.2.1 Accessory Structures. Detached garages and other out buildings shall be allowed if in conformity with the provisions of this Declaration. The Owner is responsible for obtaining all approvals and permits required by state and local law.

4.2.2 Driveways. All access driveways shall be constructed in accordance with the Development Plans approved by Teton County for the subdivision and shall be properly graded and maintained to assure proper ingress, egress, and drainage.

4.2.3 Wildlife Friendly Fencing. Wildlife friendly fencing is required to permit seasonal migration patterns of area wildlife. All fences must be a post and rail design with a maximum top rail height of 42" and a minimum bottom rail height of 18".

4.3 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Lot. Fixtures, standards, and all exposed accessories shall be harmonious with building design. Lighting shall be restrained in design, and excessive brightness shall be avoided. Adequate lighting for safety and security that is not excessive, does not interfere with vision because of glare, avoids excessive visual adjustment to varying light levels, permits the viewing of the night sky in compliance, and is not obtrusive to homes and public places shall be allowed. All exterior lighting shall conform with Teton County Code Title 8, Chapter 4, Sections 5 and 6, and

any amendments thereto. Outdoor lighting will be designed to be downcast. Bright lights will detrimentally affect wildlife movement and hinder avian species navigation abilities. Motion detector lights are encouraged, but they shall meet the requirements for floodlights and when not needed (e.g. the residence is unoccupied), lights will remain off for the benefit of wildlife. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

4.4 No Further Subdivision. No Lot may be further subdivided. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

4.5 Signs. No sign of any kind shall be displayed for public view, except:

A. signs as may be used by Declarant in connection with the development of the Property and sale of Lots;

B. temporary signs naming the contractors, the architect, and the lending institution for particular construction operation;

C. signs identifying the Subdivision; and,

D. one (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Declarant on or from a Lot advertising the residence for sale or lease

All signage, including signage for the exceptions listed in (A)-(D), must be done in accordance with the Subdivision signage format. In addition, all signs must conform with Teton County Code, Title 8, Chapter 9, and any amendments thereto.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the Teton County Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes), flashing lights, or search lights, shall be located, used, or placed on the Property.

4.7 Right to Farm. The Property is subject to provisions of Idaho Code §22-4501 *et seq.*, the Idaho Right to Farm Act. Nothing in this Declaration shall be construed to define any agricultural operation, agricultural facility or expansion thereof that is operated in accordance with generally recognized agricultural practices to be a "nuisance," or to deprive any Owner of full and complete use of agricultural land for production of any agricultural product as such rights are defined by the Right to Farm Act, provided such

agricultural use complies with all state and local laws and regulations including those promulgated pursuant to Idaho Code §67- 6529, which authorizes counties to regulate the siting of certain animal operations and facilities. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

4.8 Weed Abatement. Each owner is responsible for destroying and preventing the spread of noxious weeds found upon the Owner's Lot. Noxious weeds are those plants designated by the Idaho Director of Agriculture, or local ordinance to be noxious. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

4.9 Exterior Maintenance: Owner's Obligations No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair.

4.10 No Hazardous Activities. No activities shall be conducted on the Property, and improvements constructed on any property, which are or might be unsafe or hazardous to any person or property.

4.11 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) month), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.12 Water and Sewage Disposal Systems. Each Owner will be responsible for drilling his or her own well and installing his or her own septic system. The Owner will be responsible for all damage caused by drilling his or her well or installing his or her sewer system and for all damage, which may later be caused by his or her water or sewage. Each Owner shall obtain all testing, permits, and other authorization required by the Eastern Idaho Public Health Department (EIPHD), and all other applicable laws, and any state or local government agencies. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

4.13 Landscaping.

4.13.1 All structures shall have perimeter landscaping of not less than four (4) feet in depth. The landscape area shall be covered by trees, shrubs, ground cover or other common landscaping materials. All plant material shall be either vegetation native to Teton Valley or species recommended by a licensed nurseryman as being suitable for the Felt climate. Landscaping materials may include some combination of planted trees, shrubs, vines, ornamental grasses, perennial flowers, annual flowers, herbs, and lawn. No yews, which includes shrubs and small trees, may be used as landscaping ornaments. In combination with plant material, landscaping may include hardscape elements such as boulders, rock, and benches, including focal point features such as fountains, pools, and art works that enhance or contribute to the designed surroundings. Such features alone shall not comprise all of the requirements of landscaping. All Lots shall be landscaped in

a manner that is compatible with the surrounding area and in accordance with any applicable county ordinance

4.13.2 There shall be a minimum of six (6) trees planted within the Building Envelope. Trees shall be at least two (2) inch caliper as measured six (6) inches from grade.

4.13.3 There shall be a minimum of two (2) shrubs for each tree planted. Shrubs shall be at least 3-gallon size when planted

4.13.4 All landscape plants, trees and shrubs shall be in vigorous and health growing condition and shall be planted according to common planting procedures, with consideration given to the soil condition. Required landscaped areas shall be maintained in a neat, clean, orderly and healthful condition. This includes proper pruning, mowing of lawns, weeding, removal of litter, fertilizing, replacement of plants when necessary, and the regular watering of all plants. Required landscaped areas shall be provided with a permanent, automated method for watering or sprinkling of plants. Proper winterization connections shall be installed to minimize damage to irrigation systems during the below freezing temperature times of the year. Maintenance of required landscaping is a continuing obligation of the Owner. Failure to maintain landscaping as required by the provisions of this Declaration or as a condition of a permit shall be deemed to be a violation of this Declaration and shall be subject to the penalties prescribed for violation.

4.14 Pet Control. Household pets (primarily dogs and cats) living on the Property will be contained in a designated, enclosed area and taught to not chase wildlife. The proximity of this Property to Sharp-tailed Grouse Breeding Habitat and Big Game Migration Corridors and Season Range supports the idea that even after development, the Property will remain important to wildlife. Uncontrolled pets (particularly dogs) that chase and harass wildlife have a detrimental effect on wildlife's survivability and use of an area and, therefore, must be contained.

4.15 Open Space Management. The undeveloped areas on the property constitute open space and will be maintained for the benefit of Teton County indicator wildlife species that currently utilize the Property. Maintenance includes control of state listed noxious weed species according to state laws and eradicated from the Property. No unnecessary removal or destruction of the shrub and forested vegetative cover types shall take place.

4.16 Fire Well. The upkeep and maintenance costs of the fire well and associated Infrastructure shall be shared equally by the owners of all lots within Cooper's Hollow. The funding for fire well maintenance shall be provided through the Homeowners' Association dues pursuant to County Code 9-3-2 (C-8-j).

4.17 Structures. All structures shall be located within the designated building envelopes depicted on the approved Master Plan on file with the Teton County, Idaho Planning Department.

4.18 General Development. All development on the property will meet the recommendations of the Natural Resource Analysis that was completed for Cooper's Hollow.

4.19 Building Design.

4.19.1 Not more than one single-family residence shall be constructed on any Lot. A detached guest suite or other accessory building may be permitted if it is of similar design and character. Guest houses and accessory buildings shall not exceed 1,500 square feet and may have cooking facilities inside, and shall not be greater in size than sixty percent (60%) of the principal residence. Accessory structures shall not be built prior to the principal residence. No mobile homes or manufactured homes may be placed, constructed or installed on any Lot. No rooftop antennas shall be allowed and any other type of reception system or antenna shall be appropriately screened.

4.19.2 The minimum floor area of any single-family residence shall not be less than 1,800 square feet, exclusive of a garage or unenclosed porches or decks. A minimum of 1,500 square feet of floor area shall be constructed at grade level. Maximum house size, including detached structures but not including garages, shall not exceed 6,000 square feet in total size. Total number of detached buildings and/or structures, exclusive of the primary single-family residence, shall be limited to two buildings and/or structures and must be located within the designated building envelope.

4.19.3 The maximum building height of any residential structure shall not exceed 30 feet and the maximum height of detached residential accessory buildings shall not exceed 30 feet. All heights shall be measured at any cross section of the structure from finish grade to the highest point of the structure immediately above. Minor projections such as chimneys shall not be included in the maximum height.

4.20 Site Design.

4.20.1 No building or structures, or parts thereof, shall be permitted on any lot or parcel outside the Building Envelope.

4.20.2 Electrical and telephone utility lines shall be installed underground. Connections from the Lots within the Property to the designated underground utility lines shall be completed at the expense of the owner of each Lot, and shall be underground. Any and all above ground utility lines are prohibited. All applicable connections fees shall be borne by each Lot owner at the appropriate time as designated by each utility provider.

4.21 Mailboxes.

4.21.1 Every Owner is responsible for placing Owners mailbox in the Mailbox Pull Out Area in the southeast corner of Lot 2.

4.21.2 Mailboxes should be installed at a height of 41-45 inches from the ground surface to the inside floor of the mailbox and set-back 6-8 inches from the edge of

the Pull Out Area.

4.21.3 Mailboxes may not be installed in enclosures such as brick columns or other structures which create an appearance of mass.

4.21.4 Mailboxes must be mounted at either the top of a post or to a bracket attached to the post. Mailboxes may not be physically attached to each other.

4.21.5 Mailboxes must have an operable carrier service flag.

4.21.6 Address numbers and street name are required on every mailbox and must be between 1" and 2" tall.

4.22 Garbage Containers and Storage of Livestock Feed.

4.22.1 All Owners shall use International Grizzly Bear Committee (IGBC) certified bear-resistant containers or containers that have passed the Bear-Resistant Products Testing Program (October, 2005) or, as an alternative, place non-bear resistant garbage containers containing bear attractants at the curb or public right-of-way only after 8:00 am on the morning of waste pickup. After waste pickup, the non-bear resistant garbage container that previously held bear attractants must be re-secured and stored inside an enclosed building or inside a bear resistant enclosure by 6:00 pm on the date of waste pickup.

4.22.2 All bagged or bulk feed should be stored in designated rooms or areas within the facility separate from the animal rooms.

4.22.3 All bulk feed storage areas must be maintained to prevent chemical, moisture or vermin contamination.

4.22.4 Feed bags are to be stored off the floor and maintained at least 6 inches off the wall.

4.22.5 Opened feed in indoor facilities should be stored in bear and vermin proof containers.

4.23 Common Driveway. The Common Driveway on the Property shall be a private drive at all times, and on the condition there is a residence on the Lot or that it is being used for agricultural purposes each Lot owner shall be responsible for and pay a pro rata portion of the snow removal (unless the Lot is being used solely for agricultural purposes when snow removal is not necessary) and maintenance costs on the Common Driveway with the other owners of any Lot to which access is provided by said driveway, whether actually used or not. All access driveways shall be properly graded to assure proper ingress, egress and drainage.

ARTICLE 5 – THE ASSOCIATION

5.1 Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot, and ownership of a Lot shall be the sole qualification for membership. Each residential Lot ownership shall constitute one Member.

5.2 Legal Status. The Owners, individually or as a group, do not constitute the Association, and the sole legal entity created hereunder is the Association as defined herein. The name of the Association shall be the name in which contracts shall be entered into, title to Property shall be acquired, held, dealt in and disposed of bank accounts shall be opened, and suit shall be brought and defended by the Association or officer thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the charter, the Bylaws, or by applicable law.

5.3 Voting. Voting by Members of the Association upon any matter allowing or requiring a vote of the Members shall be as follows:

A. There shall be one (1) vote allowed for each Lot. Provided, however, Declarant shall have three (3) votes for each Lot that Declarant owns and shall be entitled to cast such votes at any meeting with the same force and effect as if each vote constituted a separate Lot Owner.

5.4 The Board of Directors. The administration of the Fire Well and business of the Association shall be conducted by the Board of Directors, consisting of three (3) members, or such other number as may be determined by the Members. The initial Board of Directors shall be appointed by the Declarant, and succeeding Directors shall be appointed by the Board to fill vacancies and otherwise elected by the Members as set forth herein and in the Bylaws of the Owner's Association. The Board of Directors shall be elected by vote of the general membership of the Owner's Association. The terms of Board members, and the right to remove and replace Board members, and the right to fill vacancies shall be set forth in the articles and Bylaws of the Association. Without limiting the foregoing, the Board shall have the authority to:

- A. Enforce the provisions of this Declaration.
- B. Engage the services of managers, accountants, attorneys or other employees or agents, and to pay said persons a reasonable compensation for their services.
- C. Operate, maintain, repair and improve the Fire Well, and any improvements thereon, including entering into agreements for the maintenance and repair of the Fire Well.
- D. Determine and pay Common Expenses of the Association.
- E. Assess and collect the proportionate shares of Common Expenses

and other applicable expenses from the Owners.

F. Enter into contracts, leases and other agreements and to authorize the execution and delivery thereof by the appropriate officers.

G. Open bank accounts on behalf of the Association and to designate signatories therefor.

H. Obtain insurance for the Association with respect to the Fire Well, and for the Association's directors, officers and employees.

I. Keep and maintain books and accounts for the Association, which shall be available to Owners for inspection on a reasonable basis.

J. Do all other acts necessary for the administration, operation and maintenance of portions of Owners' Lots as provided in this Declaration.

5.5 Officers. The Board may elect officers if it so desires, including a President, Secretary and Treasurer. Officers may be elected at the annual meeting of the Board and if so elected shall serve a term of one (1) year. Officers may serve more than one (1) year in an office. The Board may appoint such assistant officers as the Board may deem necessary or appropriate. No officer shall receive compensation for serving as such, but may be reimbursed for expenses incurred.

ARTICLE 6 – ASSESSMENTS

The making and collection of assessments of any nature from Owners for their share of common expenses (determined pursuant to this Article and the other applicable provisions of this Declaration) shall be carried out by the Board in accordance with the following provisions:

6.1 Shares of Common Expenses. Each Owner of a Lot shall be responsible for an equal proportionate share of all general common expenses. "General Common Expenses" include the following services obtained or provided by the Association: fire well maintenance and the cost of the administration of the Association (including accounting legal, equipment, insurance, personnel and overhead expenses), and the cost of liability insurance covering the Association and its directors, officers and employees.

6.2 Payment of Assessments; Lien Created. Assessments not paid on or before fifteen (15) days after the date due shall bear interest at the rate of eighteen percent (18%) per annum. The Board may also impose a late charge of up to ten percent (10%) of any amount remaining unpaid for fifteen (15) days or more. All payments on account shall be first applied to interest or other charges and then to the assessment payments in the order of when due (that is, the oldest unpaid amounts shall be paid first). All annual and special assessments, together with interest, reasonable attorneys fees and all costs and expenses incurred by the Board incident to the collection of such assessments shall be a charge upon the Lot involved and shall be a continuing lien upon the Lot (including all

improvements thereon) for which the assessment was made, as well as the personal obligation of each Owner, jointly and severally, who had any interest of record in or to such Lot at the time the assessment became due or any time thereafter. It is expressly understood and agreed that fines for any violation of this Declaration or the rules and regulation of the Board may be assessed against a Lot and against an Owner, for violations by that Owner or by tenants or invitees. The assessment liens shall run with the land and shall constitute personal obligations of the Owners of each Lot.

6.3 Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the subdivision.

ARTICLE 7 - MISCELLANEOUS

7.1 Amendment.

7.1.1 Any amendment to this Declaration shall be by an instrument in writing signed and acknowledged by all Owners, and such amendment shall be effective upon its recordation with the Teton County Recorder.

7.1.2 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

7.2 Enforcement and Non-Waiver.

7.2.1 Right of Enforcement. Except as otherwise provided herein, the Association and/or any Owner of any Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

7.2.2 Violations and Nuisances. The failure of any Owner to comply with any provision of this Declaration, is hereby declared a nuisance and will give rise to a cause of action in the Declarant, or any Owner within the Property for recovery of damages or for negative or affirmative injunctive relief or both.

7.2.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

7.2.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

7.2.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

7.3 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

7.3.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

7.3.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 7.3.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

7.3.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

7.3.4 Captions. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

7.3.5 Duration of Declaration. The Declaration shall continue and remain in full force and effect at all times against the Property. If required by law, Declaration shall be deemed to remain in full force and effect for twenty (20) year periods, and shall be automatically renewed for additional consecutive twenty (20) year periods, unless all the Lot Owners otherwise agree in writing.

7.3.6 Acceptance of Declaration. The undersigned Declarant and Owners, and every subsequent Owner or purchaser of a Lot within the Property shall be bound by and subject to all of the provisions of these Declaration, and every Lot Owner or purchaser, through his or her purchase or ownership, expressly accepts and consents to the enforcement of all of the provisions of this Declaration.

7.4 Successors and Assigns. All references herein to Owner or Association, shall be construed to include all successors, assigns, partners, and authorized agents of such Owner or Association.

(This space intentionally left blank)

IN WITNESS WHEREOF, the Declarant has executed this Declaration the _____ day of _____, 20____.

Cooper’s Hollow, LLC, a Florida limited liability company

By: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____, 20____ by _____ **as Manager of Cooper’s Hollow, LLC, a Florida limited liability company**, who () is personally known to me or () has produced a driver’s license as identification.

Notary Public

Name typed, printed or stamped
My Commission Expires: _____