

SILVER PINES POINTE OWNERS ASSOCIATION, INC.

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

THIS DECLARATION, made on the date hereinafter set forth by **HOUSING AND NEIGHBORHOOD DEVELOPMENT OF CENTRAL FLORIDA, INC.**, a Florida not for profit corporation (hereinafter referred to as "Declarant"), whose address is 2211 East Hillcrest Street, Orlando, Florida 32803.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property known as **SILVER PINES POINTE Phase I** in the County of Orange, State of Florida, as shown on the Plat recorded in Plat Book 34, Pages 6, 7 of the Orange County Public Record ("Property").

WHEREAS, Declarant desires to create a residential community of single family residences on the Property.

WHEREAS, Declarant desires to provide for the orderly development of the Property as to promote the well being of the residents and value of the Property.

WHEREAS, Declarant has or will have Silver Pines Pointe Owners Association incorporated in Florida.

NOW, THEREFORE, Declarant hereby declares that all of the Property described herein, including Lots 1-80 inclusive, and the common areas as more particularly described as Tract C, but excluding all property dedicated to Orange County, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "ADDITIONAL LAND" shall mean that certain real property described in Exhibit "B" attached hereto which Declarant, in its sole and absolute discretion, may add and which shall be subject to the terms of the Declaration as provided in Section 1, Article XII of this Declaration.

SECTION 2. "ARCHITECTURAL REVIEW COMMITTEE" ("ARC") shall mean and refer to the review group established pursuant to Article VI of this Declaration.

PREPARED BY:
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SECTION 3. "ARTICLES" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

SECTION 4. "ASSOCIATION" shall mean and refer to Silver Pines Pointe Owners Association, Inc., its successors and assigns.

SECTION 5. "BYLAWS" shall mean and refer to the Bylaws of the Association as amended from time to time.

SECTION 6. "COMMON PROPERTY" shall mean and refer to those tracts of land which are deeded to the Association and designated in the deed as "Common Property" and such improvements thereon as are specifically conveyed to the Association. The term "Common Property" shall also include any personal property acquired by the Association if the personal property is designated as "Common Property", as well as certain easements conveyed to the Association. All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners and their guests, occupants or invitees and the visiting general public (to the extent permitted by the Board of Directors of the Association) subject to any operating rules adopted by the Association and subject to any use rights made or reserved by Declarant prior to conveyance of such Common Property. The Common Property to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Tract C per the Plat of Silver Pines Pointe, Phase I, according to the Plat Record recorded in Plat Book 34, Page 687, Public Records of Orange County, Florida.

SECTION 7. "COMMON EXPENSES" shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties and responsibilities of the Association, including, without limitation, the cost incurred for operation, maintenance and improvement of Common Property and Common Facilities and also including any reserves established or to be established by the Association for operating expense, future improvements or as may be required by the Board of Directors of the Association or by the law under the State of Florida.

SECTION 8. "DECLARANT" shall mean and refer to HOUSING AND NEIGHBORHOOD DEVELOPMENT OF CENTRAL FLORIDA, INC., a not for profit corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purposes of development and provided that such rights as Declarant are specifically assigned to the successor or assign and such successor or assign shall specifically assume the obligations of Declarant under the Declaration, Articles and Bylaws.

SECTION 9. "DECLARATION" shall mean and refer to this Silver Pines Pointe Owners Association Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Property.

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SECTION 10. "LOT" shall mean and refer to any plot of land together with the improvements thereon shown upon any recorded subdivision plat of the Property. The word Lot shall also include any residential dwelling that has been or is to be constructed on the Lot.

SECTION 11. "MEMBER" shall mean and refer to those persons entitled Class "A" and "B" Membership in the Association as provided in the Declaration, Article III, Section 2.

SECTION 12. "MORTGAGEE" shall mean and refer to any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of an obligation; an insurer or guarantor of such mortgage, including without limitation, the Veteran's Administration ("VA") or Federal Housing Administration ("FHA") and/or purchaser of such mortgages in the secondary market including without limitation, Federal National Mortgage Association ("FNMA") and Governmental National Mortgage Association ("GNMA"); and the Declarant, if they are holding a first mortgage on any portion of the property.

SECTION 13. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 14. "PROPERTY" or "PROPERTIES" shall mean and refer to that certain real property as shown on the Plat of Silver Pines Pointe Phase I in the Plat Book 34, Pages 6&7 of the Orange County Records together with improvements thereon, (except such improvements the title of which are reserved by the Declarant or its assignees), and such additions to the Property as may hereafter be brought within the jurisdiction of the Association by annexation.

Definitions of words and terms set forth in the Articles and/or Bylaws of the Association are incorporated by reference herein with the same force and effect as though the same had been recited verbatim herein. If there is any conflict as to the meaning of the words or terms used herein and in the Articles or Bylaws of the Association, the words and terms as defined in this Declaration shall govern.

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ARTICLE II

PROPERTY RIGHTS AND EASEMENTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted in the Common Property, every Owner(s) and their families and every guest, and invitee of such Owner(s) shall have a right and easement of ingress and egress and enjoyment in and to Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Property;
- (b) The right of the Association to suspend the voting rights, to discontinue to provide lawn service as set forth in Article V Section 1, and to deny use the recreational facilities located on the Common Property by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period, not to exceed sixty (60) days, for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the entrance areas or private roads or cul-de-sacs, if any, so as to prohibit ingress and egress to his Lot.
- (c) The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Property to any public agency, authority or utility company for the purpose of providing utility or cable television service to the Property.
- (d) The right of the Association to sell, convey or transfer the Common Property or any portion thereof to any third-party other than those described in Subsection (c) for such purposes and subject to such conditions as may be approved by a 2/3 vote of each class of members.
- (e) The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Property.
- (f) The right of the Declarant or the Association to authorize other persons to enter upon and use of the Common Property for uses not inconsistent with the Owners' rights therein.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with Bylaws, his right of enjoyment to the Common Property to the members of his family, or contract purchasers who reside in the Property.

SECTION 3. DRAINAGE EASEMENTS. There is a drainage easement dedicated to Orange County on portions of lots 13 and 14, which shall be maintained by Orange County. The property owners of said lots shall not permit construction of any kind nor the installation of any trees or shrubbery within the drainage easement area shown on the plat of the aforesaid described lots.

SECTION 4. UTILITY EASEMENTS. For so long as the Declarant is a Class B Member, the Declarant hereby reserves the right to grant perpetual nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Property for ingress, egress, installation, replacement, repair and maintenance of all utility

and service lines and service systems, public and private, including without limitation cable television. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on such easements. Upon termination of the Class B Membership, the Association shall have the right to grant the easements described herein.

SECTION 5. DECLARANT'S EASEMENT TO CORRECT DRAINAGE. For so long as the Declarant is a Class B Member, Declarant hereby reserves the blanket easement on over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance.

SECTION 6. EASEMENT FOR UNINTENTIONAL ENCROACHMENT. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by and Lot upon the Common Property or vice-versa caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment, easement appurtenant to the encroaching Property to the extent of such encroachment.

SECTION 7. ASSOCIATION'S ENTRY EASEMENT. In the event that the Owner and/or the Subdivision fails to maintain the Lot or any portion of the Property for which it is responsible as required herein or in the Subdivision or in the event of emergency, the Association shall have the right to enter onto the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Except in the case of an emergency, such entry shall take place only after written notice is given to the Owner. Entry onto the lot as provided herein shall not be deemed a trespass and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

SECTION 8. OWNER'S ENTRY EASEMENT. If any Lot owners ingress or egress is exclusively through the Common Property, any conveyance or encumbrance of such Common Property is subject to the Lot owners easement.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. QUALIFICATIONS FOR MEMBERSHIP.

- (a) Every Owner of a Lot which is subject to the Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

- (b) For the purpose of this Declaration, the Declarant shall be considered the Owner of a fee interest in, and therefore a Member in regard to, each and every Lot to which it holds record title until said Lot is transferred and sold to other Owners.

SECTION 2. CLASSES OF MEMBERSHIP. The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all owners of Lots, with the exception of the Declarant, and each shall be entitled to one (1) vote for each Lot owned.

CLASS B. Class B Members shall be the Declarant who shall be entitled to three (3) votes for each Lot which it owns. The Class B Membership shall cease upon the happening of the first of the following events:

- (a) when the total votes outstanding in the Class A membership equals the total of the Class B membership;
- (b) ten (10) years from the date of recording this Declaration.
- (c) when Declarant, in its sole discretion, elects to transfer control to the Class A Members.

At such time as the Class B Membership is terminated, the Declarant shall be determined to have a Class A Membership and shall be entitled to vote on the basis of one vote for each Lot owned by the Declarant.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Original Assessment;
- (b) Transfer Assessment;
- (c) Annual Assessments;
- (d) Special Assessments;

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All assessments, together with interest, costs, and reasonable attorney's fee, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The Assessments levied shall be used exclusively for the purpose of promoting the harmony, recreation, health, safety, quality of life and welfare of the Owner of Lots in the Subject Property and in particular but not limited to the improvement and maintenance thereof for services and facilities which are devoted to the purpose and related to the use and enjoyment of the Common Property and Common Facilities and of the residential dwellings to be situated upon the subject Property, and may include, but are not limited to:

- (a) Payment of operating expenses of the Association;
- (b) Management, maintenance, improvements and beautification of any parks, buffer strips, landscape areas, recreation areas and facilities, access ways, and easement areas;
- (c) Maintenance of improved lots, which include roofs, house painting and lawn maintenance;
- (d) Garbage collection and trash and rubbish removal when authorized by the Association;
- (e) Repayment of deficits previously incurred by the Association in making capital improvements to or upon the Common Property and/or Common Facilities, and/or in furnishing the services and facilities provided herein to or for the Owners, and/or the Association;
- (f) Performing any other matters necessary or desirable, to keep the Common Property neat and attractive or to preserve or enhance the value of the Common Property, or to eliminate fire, health or safety hazards which may be of general benefit to the Owners.

SECTION 3. ORIGINAL, TRANSFER AND ANNUAL ASSESSMENT.

- (a) Original Assessment. The Original Assessment shall be Three hundred and no/100 dollars (\$300.00) per Lot (to be paid by Owner at the time of the initial closing).
- (b) Transfer Assessment. The Transfer Assessment shall be One hundred and no/100 dollars (\$100.00) per Lot to be paid by the Owner at the time of

closing on the purchase of an existing Improvement. The Transfer Assessment shall be paid by the purchaser upon each conveyance after the transaction in which the Original Assessment is paid. The Transfer Assessment shall be paid by each Owner (purchaser) directly to the Association.

- (c) Adjustment of Transfer Assessment. The Board may adjust the Transfer Assessment after the end of each Calendar Year. No adjustment whatever shall be made in the Transfer Assessment for any year more than fifteen percent (15%) from the previous Transfer Assessment nor shall the amount be reduced no less than the original amount of One Hundred and no/100 dollars (\$100.00). Notice of any adjustment to the Transfer Assessment shall be sent to all Owners by December 1 of each year for an adjustment to become effective January 1 of the following year.
- (d) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment per lot shall be as follows: \$400.00.
- (e) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment for a Lot may be increased each year not more than ten percent (10%) above the maximum Assessment for the previous year without a vote of the applicable class of Membership. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- (f) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment to be levied against each class of Members may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of the votes of each class of Members who are voting, in person or by proxy, at a meeting duly called for this purpose at which a quorum is present.
- (g) The Association in determining the Common Expenses shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Property.

SECTION 4. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual Lot Assessments shall commence upon the conveyance of the first Lot to an Owner other than Declarant. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The annual assessment may be payable monthly, quarterly, biannually, or

annually as set by the Board of Directors, and the due date shall be the first day of such payment period unless specifically changed by the Board of Directors.

SECTION 5. SPECIAL ASSESSMENTS. In addition to the annual Assessments authorized above, the Association may levy, in any Assessment year, a Special Assessment for emergency expenses and/or capital improvements applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present unless the Special Assessment is required due to the inadequacy of the insurance proceeds to cover the cost of repair to the Common Property (See Article X, Section 1). In addition, the Board may apply a Special Assessment on an individual Lot for the purpose of the collection of fines, attorneys' fees and costs or other monies owed to it by an Owner as provided for in subsequent Articles of this Declaration.

SECTION 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3, 4 AND 5. Written notice of any meeting called for the purposes of taking any action authorized under Section 3, 4 or 5 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast a majority of all the votes of each class of Membership shall constitute a quorum.

SECTION 7. UNIFORM RATE OF ASSESSMENT. All Assessments must be fixed at a uniform rate for all Lots in a class, and any increase must be applied uniformly for all classes. In the event that an Owner or his family, guest or invitees damage the Common Property as provided in Article X, Section 3, or fails to maintain his Lot as described in Section 3 of Article V, or Section 9 of Article VII, such Lot may be subjected to a nonuniform Assessment for payment of such costs.

SECTION 8. ASSOCIATION CERTIFICATE. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments for a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 9. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

- (a) **INTEREST.** If any Owner is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the Association for a period of more than ten (10) days after written demand by the Association, the Association may charge such Owner a late fee of \$15.00 and interest at

the highest rate permitted by the laws of Florida on the amount owed. Such interest shall accrue from the due date of the Assessment, or monies owed.

- (b) **SUSPEND MEMBERSHIP.** If any Owner is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the Association for a period of more than ten (10) days after written demand by the Association, the Association may suspend the Owner's voting rights, discontinue to provide Owner lawn service as set forth in Article V, Section 1, and deny Owner use of the recreational facilities located on the Common Property by an Owner for any period during which any Assessment against his Lot remains unpaid.
- (c) **ACCELERATION OF ASSESSMENTS.** If any Owner is in default in the payment of any Assessment of any other monies owed for more than ten (10) days after same becomes due or after written demand, the Association shall have the right to accelerate and require such defaulting Owner to pay to the Association Assessments for Common Expense for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the annual Assessments, for all Special Assessments, and/or all other Assessments and monies payable to the Association.
- (d) **COLLECTION.** The Association shall be entitled to a lien upon the Lot of each and every Owner for any unpaid assessments, the accelerated payments under subparagraph (b), reasonable attorneys' fees, costs, and interest from the due date of each and every delinquent payment at the highest rate of interest permitted by the laws of Florida. In the event any Owner fails to pay any Assessment, Special Assessment or other monies due to the Association within ten (10) days after same becomes due or after written demand, the Association may take any action deemed necessary in order to collect such monies, including, but not limited to, retaining the services of a collection agency or attorney to collect such monies, initiating legal proceedings for the collection of such monies, recording a claim of lien, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The Owner shall be liable for all costs and expenses incurred by the Association incident to the collection of any Assessments or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorney's fees of the Association, and all sums paid by the Association for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the Association's lien. The Association shall have the right to bid in the

foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owed to it; and, if the Association becomes the Owner of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all monies due it. All payments received by the Association on account of any Assessment or monies owed to it by any Owner shall be first applied to payments and expenses incurred by the Association, then to interest and late fees, then to any unpaid Assessments, Special Assessments or monies owed to the Association in the inverse order that the same were due.

- (e) **TRANSFER OF A LOT AFTER ASSESSMENT.** If the Association files a lien on any Lot, the lien shall not be affected by the sale, conveyance or transfer of any Lot. In the event of any such sale, conveyance or transfer, both the new Owner and the prior Owner shall be jointly and severally liable for all Assessments or other monies owed to the Association, interest, and other costs and expenses owed to the Association which are attributable to any Lot purchased by or transferred to such new Owner.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGEES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage held by a Mortgagee and recorded prior to the recording of a claim of lien by the Association. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien thereof. Any such delinquent Assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against all of the Lots as part of the annual budget. Mortgagees are not required to collect assessments nor does the failure of a Lot owner to pay the Assessments constitute a default under an Insured Mortgage.

SECTION 11. EXEMPT PROPERTY. All Common Property and Common Facilities and all properties dedicated to, and accepted by, a local public authority or utility company and serving a public use, and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the Assessment created herein, except no land or improvements which constitute a Lot shall be exempt from Assessments.

SECTION 12. RESERVES. The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Property and Lots. This reserve fund shall constitute a portion of the annual budget. In addition, the Board of Directors may establish reserve funds from the regular annual assessments to be held in reserve in an interest-bearing account for:

- (a) major rehabilitation or major repairs, including but not limited to roofs, painting of houses, walls, signs, recreational facilities, etc.
- (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss; and
- (c) initial cost, if any, of new service to be performed by the Association.

SECTION 13. DECLARANT PAYMENT. FOR AS LONG AS DECLARANT IS A CLASS B MEMBER, DECLARANT IS OBLIGATED TO PAY THE GREATER OF TWENTY-FIVE PERCENT (25%) OF THE ANNUAL ASSESSMENT FOR EACH LOT IT OWNS OR DECLARANT SHALL PAY THE DIFFERENCE BETWEEN THE TOTAL OF THE ANNUAL ASSESSMENTS PAID BY OWNERS, OTHER THAN THE DECLARANT, AND THE COMMON EXPENSES AS SUCH OCCUR. DECLARANT'S PAYMENT AS TO THE SUBDIVISION SHALL COMMENCE UPON THE CONVEYANCE OF THE FIRST LOT IN THE SUBDIVISION TO AN OWNER, OTHER THAN THE DECLARANT, WHO INTENDS TO OCCUPY THE IMPROVED LOT.

SECTION 14. ASSESSMENTS FOR FAILURE TO MAINTAIN. In the event than an Owner fails to maintain his Lot or the improvements thereupon as required herein, the Association shall give written notice specifying such failure to the Owner and if the Owner fails to correct such unperformed maintenance within ten (10) days from the Association's written notice, the Association may perform such maintenance and the cost of such shall constitute a special assessment for which a claim of lien may be filed and enforced.

ARTICLE V

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EXTERIOR MAINTENANCE

SECTION 1. LAWN MAINTENANCE. The Association shall maintain, e.g., mow, trim and clean the right of ways, entry ways and common areas. In addition to maintenance of the Common Areas, the Association shall provide lawn maintenance for every Lot. Such lawn maintenance shall consist of mowing, trimming and shall be provided to the fence line of every Lot, less any portion where access is restricted by privacy, fencing, etc., in which case the owner shall assume such duty to maintain consistent with the directors of the Association.

SECTION 2. EXTERIOR MAINTENANCE. In addition to the right to maintain the Easement Areas, Common Property and Common Facilities, the Association shall have the right to provide exterior maintenance in addition to items mentioned in Article IV, Section 2 and Article VII, Section 9, upon any Lot or upon any Residential Dwelling or future improvements ("residence") located on a Lot, subject, however, to the following provisions. Prior to performing any maintenance work on a Lot, the Board of Directors must furnish Thirty (30) days written notice to the Owner at the last address listed in the Association's records for said

Owner, notifying the Owner that, unless certain specified repairs or maintenance are made within said thirty-day period, the Board of Directors shall cause said necessary repairs to be made and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Board of Directors shall have the right to enter in or upon any such Lot or residence, or to hire personnel to do so, to make such necessary repairs or maintenance as are so specified in the above written notice. In this connection, the Board of Directors shall have the right to paint, repair, replace and care for gutters, downspout, fences, trees, shrubs, grass, walks and other exterior improvements, provided however, that request of an Owner to provide the foregoing shall not obligate the Association to do so.

SECTION 3. ASSESSMENT OF COST. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed and shall be added to and become a part of the annual maintenance assessment and as part of such annual assessment, special assessment, or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article IV, hereof.

ARTICLE VI

ARCHITECTURAL REVIEW COMMITTEE

SECTION 1. GENERAL PROVISIONS. No building, fence, pool, screened enclosure or other structure, landscaping or exterior lighting plan or any other type of improvements, other than those erected by the Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee.

SECTION 2. ARCHITECTURAL REVIEW COMMITTEE ("ARC")

- (a) **COMPOSITION OF THE ARC.** The architectural review and control functions of the Association shall be administered and performed by the ARC, which shall consist of at least three (3) members who need not be members of the Association. The Declarant shall have the right to appoint all the members of the ARC, or such lesser number as it may choose, as long as it is a Class B Member. Members of the ARC as to whom Declarant may relinquish the right to appoint, and all members of the ARC subsequent to the transfer of control shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof shall be filled by the Board

of Directors; except that Declarant, to the exclusion of the Board, shall fill any vacancy created by the death, resignation or removal or other termination of services of any member of the ARC appointed by Declarant.

- (b) **POWERS AND DUTIES OF THE ARC.** The ARC shall have the following powers and duties:

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- (i) To draft Architectural Planning Criteria and to recommend from time to time, to the Board modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effect give until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting and shall be approved in writing by the Declarant if the Declarant is still a Member of the Board. Notice of any modification or amendment to the Architectural Planning Criteria including a verbatim copy of such change or modification, shall be delivered to each member of the Association, however, a receipt copy of a modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.
- (ii) To require submission to the ARC of three (3) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, pool, wall, sign, site paving, grading, parking, building, additions and alterations, screen enclosures, sewer, drain, disposal system, decorative bridling, landscaping, landscape device, or object, exterior lighting scheme or other improvement, the construction or placement of which is proposed upon any Lot or Property, together with a copy of any bridling permits which may be required. The ARC may also require submission of samples of building materials and colors proposed for use on any Lot of the Property, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Committee.
- (iii) To approve or disapprove any improvement or structure of any kind, including, without limitation, any bridling, fence, pool, wall sign, site paving, grading, parking and building additions,

alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property and to approve or disapprove any exterior additions, changes modification or alterations including the color thereof, therein or thereon. Any party aggrieved by a decision of the ARC shall have the right to make written request to the Board within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

- (iv) If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the ARC of such change, modification or alteration and the plans and specifications therefore, if any, then the Owner shall, upon demand, cause the improvement or structure to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the ARC, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the ARC.
- (v) In addition, any Owner making or causing to be made any improvements or additions to the Property or a Lot, agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the ARC, Association and all other Owners harmless from any liability or damage to the property and expenses arising from any alteration, modification or change and such Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification or change as may be required by the Association.

SECTION 3. OTHER RESTRICTIONS. The ARC shall have the authority to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. See Article VII, USE RESTRICTIONS, for additional provisions.

ARTICLE VII

OR Bk 4837 Pg 4982
Orange Co FL 5101484

USE RESTRICTIONS

In order to provide for congenial occupancy of the Property and for the protection of the value of the Lots, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

SECTION 1. RESIDENTIAL USES. Lots shall be used for residential living units and for no other purposes, and no business or commercial building may be erected on any Lot and no business may be conducted on any part thereof.

SECTION 2. ANTENNAS. No outside aerial, antenna or similar device shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building on such Lot. Satellite dish antennas must be screened from view of the neighboring Owners and from the street and such dish device and such screening must be approved by the ARC, prior to installation.

SECTION 3. TREES. No tree or shrub, the trunk of which exceed six (6) inches in diameter as measured three feet from the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ARC. In the event of the clearing of Lots for construction, each builder shall submit a tree survey designating the trees to be removed for approval by Declarant. Violation of this provision will result in an automatic fine equal to the cost of replanting the tree with tree of substantially similar size.

SECTION 4. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed upon the exterior portion of any Lot unless approved by the ARC.

SECTION 5. CLOTHES DRYING AREA. No portion of any Lots shall be used as a drying or hanging area for laundry of any kind unless screened from the view of neighboring Owners and from the street by means of fencing or dense landscaping. Any screening must be approved by the ARC.

SECTION 6. LANDSCAPING. An initial basic landscaping plan for each Lot, including a written estimate of the cost of effectuating such plan, must be submitted to and approved by the ARC at the time of construction of improvements on such Lot. The ARC may specify minimum initial expenditures for landscaping of Lots, which may vary on the basis of Lot use and location. The ARC may also require or prohibit specific plants, and may vary such requirements or prohibitions of the basis of Lot use of location. Placement of any landscaping, such as trees, shrubs, etc., further than thirty (30) inches from the house must have the prior approval of the ARC.

SECTION 7. NUISANCES. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. There shall not be maintained any plants, animals, devices, or things or a noxious, dangerous unsightly or of a nature as may diminish in or destroy the enjoyment of other property in the neighborhood by the Owners thereof. Any activity on a Lot which interfere with television, cable or radio reception on any other Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or questions as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association and the written decision of the Board shall be dispositive of such dispute or questions/

SECTION 8. SIGNS. No signs shall be displayed on any Lot except one identification sign of not more than one (1) square foot in size and one temporary "For Sale" sign of not more than three (3) square feet in size. All signs must be professionally constructed and must be approved by the ARC prior to installation. No commercial flags, pennants or other such devices may be displayed on any Lot; provided, however, that this restriction shall not be applicable to Declarant. All signs shall comply to applicable city or county ordinances.

SECTION 9. MAINTENANCE REQUIRED AND FAILURE TO MAINTAIN. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot. The Owner shall maintain the exterior of all buildings and improvements on his Lot in good and workmanlike manner, and shall present a neat and clean appearance upon the Lot.

SECTION 10. GAMES, PLAY AND PET STRUCTURES. All play structures (except basketball backboards) shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines. No platform, doghouse, playhouse or structure of a similar kind or nature (except basketball backboards) shall be constructed on any part of a Lot located in front of the rear line of the residence constructed on the Lot, nor shall any such structure exceed the height approved by ARC. Such structures and basketball backboards must have prior approval of the ARC. No basketball backboards may be installed adjacent to, or within ten (10) feet of, the street or on any cul-de-sac.

SECTION 11. FENCES AND WALLS. The composition, location, color and height of any fence or wall to be constructed on any Lot is subject to the approval of the ARC. The ARC will require that the composition of any fence or wall be consistent with the material used in the surrounding buildings and other fences, if any. In no event and for no purpose shall chain link fencing be installed on any Lot. Certain Lots adjacent to the roadways will be subject to a Buffer Easement. No Lot owner whose Lot is subject to such Buffer Easement shall install a fence which encroaches on the Buffer Easement.

SECTION 12. GARBAGE AND TRASH CONTAINERS. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and completely screened from view, except during pickup, if required to be placed at the curb. The Association will be entitled to specify the type of trash container to be used by each Owner, and to contract for trash removal for all of the Property or for specific areas within the Property.

SECTION 13. TEMPORARY STRUCTURES. Unless first approved in writing by the ARC, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by Declarant or its designee as a sales office during any development of the Property or additional property by Declarant or its designee in the area of the Subdivision.

SECTION 14. MAILBOXES. No mailbox, newspaper box or other receptacle of any kind for use in the delivery of mail, newspapers magazines or similar material shall be erected on any Lot without the approval of ARC as to style and location. If and when the United States Postal Service or the newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each Owner, on the request of the ARC, shall replace the boxes or receptacles previously employed for such purpose or purposes with ACR approved wall receptacles to be attached to dwellings.

SECTION 15. ENERGY CONSERVATION. Solar energy and other energy conservation devices are not prohibited nor discouraged, but the design and appearance of such devices will be closely scrutinized to assure consistency with neighborhood aesthetics and must receive ARC approval prior to installation.

SECTION 16. UTILITY CONNECTIONS. Permanent building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be constructed underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. All exterior lighting plans for Lots, including any modifications or changes to existing plans shall be approved by the ARC.

SECTION 17. AIR CONDITIONING EQUIPMENT. Central air conditioning units only shall be permitted within the property, and window or wall air conditioning units shall be prohibited.

SECTION 18. WINDOW COVERINGS. No reflecting window coverings or treatments shall be permitted on any building in the Property. The ARC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area of the Property where located.

SECTION 19. OFF-STREET MOTOR VEHICLES. No motorized vehicles including, without limitation, two (2) and three (3) wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specially approved in writing by the ARC. Without limiting the Association's right to collect and assess fines in other instances, it is specifically acknowledged that, Owners may be fined for each violation of this provision by themselves, their families, guests, tenants and invitees. Violations will result in automatic fines of \$25.00 for the first offense, \$50.00 for the second offense and \$100.00 for each subsequent offense.

SECTION 20. NOISE. Exterior noise, and noise emanating from within buildings or other improvements, including without limitation, talking, singing, television, radio, record or tape player or musical instruments, shall be maintained from 11:00 p.m., until 7:30 a.m., at such volume that the noise is not audible beyond the boundaries of the Lot, or outside the boundaries of the Lot and at all times so as not to constitute a nuisance or unreasonable annoyance to neighbors.

SECTION 21. PETS AND ANIMALS. The Board shall have the right from time to time to adopt with respect to any neighborhood or area within the Property rules and regulations governing the type, number and size of pets or other animals that may be kept within the neighborhood; and rules and regulations governing pets may vary between areas of the Property to the extent that the Board of Directors deems appropriate. All domestic animal permitted to be kept by this Declaration shall be kept on a leash or within an enclosed area at all times. No pet or animal shall be permitted to remain if it disturbs the tranquility of the Property or the Owners thereof.

SECTION 22. GARAGE DOORS. All doors shall be kept closed except when vehicles are entering or exiting.

SECTION 23. OIL AND MINING OPERATION. No oil drilling, mining operations, oil refining, quarrying or oil development operations, or tanks, tunnels, mineral excavations or shafts shall be permitted upon, in, or under any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

SECTION 24. COMMERCIAL TRUCKS, TRAILERS AND BOATS. In order to maintain the standards of the Properties with respect to residential appearance, no vehicles in an inoperable condition of any kind shall be permitted to be parked or to be stored on blocks or maintained outside of an enclosed garage. No oversized trucks or vehicles which are primarily used for commercial purposes, other than those present on business, or any trailers, campers or boats may be parked in the subdivision unless inside a garage.

SECTION 25. LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of the Properties or any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

SECTION 26. WELL LIMITATION; WATER SUPPLY. Any wells to be installed and constructed on any portion of the Property shall be approved by the ARC and shall be in strict compliance with any regulations of the applicable utility company.

SECTION 27. ADDITIONAL USE RESTRICTIONS. The Board of Directors of the Association may adopt such additional use restrictions, rules or regulations, applicable to all or any portion of the Property and to waive or modify application of the foregoing use restrictions with respect to any Lot(s) the Board, in its sole discretion, deems appropriate.

ARTICLE VIII

OR Bk 4837 Pg 4986
Orange Co FL 5101484

COVENANTS COMMITTEE

SECTION 1. COMMITTEE. The Board of Directors shall be empowered to appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members. Acting in accordance with the provisions of this Declaration, the Bylaws, and any resolutions

the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association relative to alleged infractions of the rules and regulations of the Association.

The Covenants Committee under the direction of the Board of Directors shall impose reasonable fines for continuing violations of the Declaration.

SECTION 2. HEARING PROCEDURE. The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a Member or other occupant for violations of rules and regulations unless and until the following procedure is followed:

- (a) **DEMAND.** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:
 - (i) the alleged violation;
 - (ii) the action required to abate the violation; and
 - (iii) a time period which, except in emergency situations, shall not be less than ten (10) days, during which the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

- (b) **NOTICES.** At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee in executive session. The notice shall contain:
 - (i) the nature of the alleged violation;
 - (ii) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;
 - (iii) an invitation to attend the hearing and produce any statement, evidence, and witness on his behalf; and
 - (iv) the proposed sanction or fine to be imposed.

- (c) **HEARING.** The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with

a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

- (d) **APPEAL.** Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the Association Manager, President or Secretary of the Association within ten (10) days after the hearing date.

ARTICLE IX

OR Bk 4837 Pg 4988
Orange Co FL 5101484

RIGHTS OF MORTGAGEES

SECTION 1. MORTGAGEE NOTICE RIGHTS. Upon written request to the Association, identifying the name and address of Mortgagee, Mortgagee will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such Mortgagee.
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such Mortgagee, which remains uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

SECTION 2. MORTGAGEE INFORMATION. The Association shall make available to Owners and Mortgagees current copies of this Declaration, Articles, Bylaws and rules and regulations of the Association, as well as books, records and financial statements of the Association. "Available" means available for inspection, upon written request during normal business hours or under other reasonable circumstances.

ARTICLE X

INSURANCE AND RECONSTRUCTION

SECTION 1. DAMAGE TO COMMON PROPERTY. In the event that any portion of the Common Property is damaged or destroyed by casualty, it shall be repaired or restored by the Association to substantially its condition prior to the damage or destruction. Repair or reconstruction of the Common Property shall be substantially in accordance with the plans and specification pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a Special Assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association.

SECTION 2. DAMAGE TO THE LOTS. In the event of damage or destruction to any portion of the improvements on a Lot, the improvements shall be repaired or restored by the Owner. In the event that the damage or destruction renders the improvements uninhabitable or the damage is so substantial that the owner determines not to rebuild the improvements on the Lot, the Owner shall clear the debris and have the lot leveled, within sixty (60) days from the date of destruction or damage.

SECTION 3. DAMAGE TO COMMON PROPERTY DUE TO OWNER NEGLIGENCE. In the event that the Common Property is damaged as a result of the willful or negligent acts of the Owner, his family, guests or invitees, such damage shall be repaired by the Association and the cost thereof shall be a special assessment as described in Article IV, Section 5.

SECTION 4. INSURANCE. The policy of property insurance shall cover all of the Common Property (except land, foundation, excavation and other items normally excluded from coverage, but including fixtures and building service equipment) to the extent that they are part of the common personal property and supplies.

The policy shall afford, as a minimum, protection against the following:

- (a) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;
- (b) All other perils which are customarily covered with respect to projects similar in construction, location and use, including flood insurance, if applicable, and all perils normally covered by the standard "all risk" endorsement, where such is available. If flood insurance is required, it must be in an amount of one hundred percent (100%) of current replacement cost of the improvement or the maximum coverage under the National Flood Insurance Program.

- (c) Losses covered by general liability insurance coverage covering all Common property in the amount of at least one million dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrent. Coverage under this policy shall include without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of Common Property and any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

The hazard policy shall be in an amount equal to one hundred percent (100%) of the current replacement cost of the insured properties exclusive of land, foundation, excavation and items normally excluded from coverage. The policy shall provide that it may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association. The Board may obtain such additional insurance as in its sole discretion it deems reasonable, convenient or necessary.

ARTICLE XI

OR Bk 4837 Pg 4990
Orange Co FL 5101484

AMENDMENT

SECTION 1. AMENDMENT GENERALLY. Except as to provisions related to amendments as set forth herein regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The Owners of at least seventy-five (75%) percent of the Lots may change or amend any provision hereof, except as above mentioned provided the same proposed Amendment does not change or jeopardize the Declarant's initial Development Plan, in whole or in part, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the Public Records of Orange County, Florida. A proposed amendment may be instituted by the Declarant, the ARC, the Association, or by petition signed by fifteen (15%) percent of the then Owners of the Lots. A written copy of the proposed amendment shall be furnished to each Owner at least ninety (90) days but not more than one hundred twenty (120) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded amendment. Notwithstanding anything to the contrary here, until and unless the Class B Membership in the Association is converted to Class A Membership any amendments to these covenants and restrictions shall require the prior written approval of the Declarant. The Declarant shall have the absolute right to veto any amendment prior to the time its Class B Membership in the Association is converted to Class A Membership.

ARTICLE XII

GENERAL PROVISIONS

OR Bk 4837 Pg 4991
Orange Co FL 5101484

SECTION 1. ANNEXATION.

- (a) Notwithstanding the provisions of Sections 6 and 14 of Article I hereof, the Declarant, provided that the FHA determines that the annexation is in accordance with the general plan heretofore approved by Owner, may from time to time annex, add and subject all or a portion of the Additional Land to the terms and conditions of this Declaration as it deems appropriate, without the consent or approval of any Member, the Association, Lot Owner, or any lienors or mortgagees of Lots, or any other person whether or not elsewhere required for an amendment to this Declaration. In order to annex all or a portion of the Additional Land, the Declarant shall duly execute and record an Amendment to this Declaration in the Public Records of Orange County, Florida, setting forth the description of that portion of the Additional Land so annexed. Upon the recording of such an Amendment, that portion of the Additional Land so annexed shall be subject to the terms and conditions of this Declaration in the same manner as if subjected hereto at the time of recording of this Declaration and all Owners of the Lots so annexed shall be Members of the Association. In the event the Class B Membership had previously been terminated, the annexation and addition of all or a portion of the Additional Land shall reestablish the Declarant's and Builder's Class B Membership and all rights, privileges and powers pertaining thereto.
- (b) To the extent that the Declarant elects not to annex and subject to this Declaration all or a portion of the Additional Land, there is hereby reserved to the Declarant, its successors and assigns, a perpetual nonexclusive easement and license over the roadways, drainage easements, and retention ponds located on the Property for the use by the Declarant, its successors and assigns in connection with the development of the Additional Land.

SECTION 2. ENFORCEMENT. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, if shall be lawful for the Declarant, an individual Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violation or attempt to violate any such covenants, restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. Should the Declarant, an individual Owner, or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings,

shall be collectible from the party against which enforcement is sought. The remedies contained in this provision shall be construed as cumulative of all other remedies not or hereafter provided by law. The failure of the Declarant, its successors or assigns, any individual Owner, or the Association, to enforce any covenant or restriction or any obligation, right power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

SECTION 3. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 4. TERM. The covenants, conditions, restrictions and easements of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless by vote of seventy-five percent (75%) of the votes of each class of Members, the Members determine to terminate this Declaration.

SECTION 5. FHA/VA APPROVAL. As long as there is a Class B membership, the following actions will require the prior approval of the FHA or the VA: annexation of additional property, dedication of Common Property, and amendment of this Declaration of Covenants, Conditions, Restrictions and Easements.

SECTION 6. RULES AND REGULATIONS. Reasonable rules and regulations promulgated by the Board of Directors of the Association as to the use and enjoyment of the Subject Property shall be observed by Owners and occupants thereof. Such rules and regulations may involve such matters as air conditioning, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, clotheslines, parking, vehicles traffic and the state of repair of vehicles, tree removal, gutters, pets, game and play structures, swimming pools, television, cable and/or antennae, driveways, walkways, sight distances at intersections, garages, and fences and all other matters that may reasonably be determined by the Board to be entered or to be included in the Rules and Regulations of the Association. These above matters are set out by way of illustration only and shall not be construed to limit the authority of the Board of Directors to promulgate and enforce rules and regulations as to other matters also. Such rules and regulations may augment or clarify the terms of this Declaration or and provision, covenant or restriction herein contained. Copies of such Rules and Regulations shall be made available to each Owner prior to the time same becomes effective.

SECTION 7. SUBDIVISION OF LOTS. No Lot shall be subdivided, or boundaries changed, except with the written consent of the Declarant and Association. However, the Declarant reserves the right to replat any Lots prior to their sale, without the necessity of the joinder or approval of the Association.

SECTION 8. DISPUTES. In the event there is any dispute as to the interpretation of this Declaration of whether the use of the Subject Property or any portion thereof complies with

this Declaration, such dispute shall be referred to the Board. A determination by the Board with respect to any dispute shall be final and binding on all parties concerned.

SECTION 9. GOVERNING LAW. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Orange County, Florida.

SECTION 10. LESSEES TO COMPLY WITH DECLARATION, ARTICLES AND BYLAWS -- EFFECT ON NON-COMPLIANCE. All tenants shall be subject to the terms and conditions of this Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such occupant and invitee were an Owner.

Each Owner agrees to cause his lessee, guests, occupant, or persons living such Owner or with his lessee to comply with the Declaration, Bylaws, Articles and the rules and regulations promulgated thereunder, and is reasonable and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Lot are also fully liable for any violation of the documents and regulations.

In the event that a lessee, occupant, or person living with the lessee violates a provision of the Declaration, Bylaws, Articles or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

SECTION 11. USAGE. Whenever used herein, the singular number shall include the plural and plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals this 5th day of December, 1994.

Witnesses:

**HOUSING AND NEIGHBORHOOD
DEVELOPMENT OF CENTRAL
FLORIDA, INC.,**

a Florida not for profit corporation
211 East Hillcrest Street
Orlando, Florida 32803

Carol F. Robinson
Printed Name: CAROL F. ROBINSON

Arlene F. Driver
Printed Name: Arlene F. Driver

Lisa Fisher
By: Lisa Fisher
As Its: Executive Vice-President

OR Bk 4837 Pg 4993
Orange Co FL 5101484

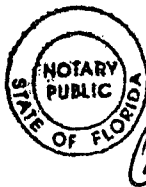
STATE OF FLORIDA

OR BK 4837 Pg 4994
Orange Co FL 5101484

COUNTY OF Orange

Record Verified - Martha D. Haynie

The foregoing instrument was acknowledged before me this 5th day of December, 1994, by Lisa Fisher, Executive Vice-President of Housing and Neighborhood Development of Central Florida, Inc., on behalf of the corporation. She is personally known to me or has produced _____ as identification and did (did not) take an oath.



BETSY Y. MEDINA
My Comm Exp. 7/28/96
Bonded By Service Ins
No. CC218370
 Personally Known Other I.D.

Betsy Y. Medina

Notary Public

Printed Name: Betsy Y. Medina

My commission expires: 7-28-96