MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
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THIS INSTRUMENT PREPARED BY:
NAME MAX SABETI
ADDR. 128 E. COLONIAL DR.
ORLANDO, FL 32801

DECLARATION OF COVENANTS AND RESTRICTIONS FOR BILTMORE TOWNHOMES, SEMINOLE COUNTY, FLORIDA AND NOTICE OF PROVISIONS OF BILTMORE TOWNHOMES COMMUNITY ASSOCIATION, INC.

MAX SABETI
METROPOLIS HOMES
128 E. COLONIAL DR.
ORLANDO, FL 32801

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR BILTMORE TOWNHOMES, SEMINOLE COUNTY, FLORIDA AND NOTICE OF PROVISIONS OF BILTMORE TOWNHOMES COMMUNITY ASSOCIATION, INC. (Hereinafter referred to as the "Declaration"), made this 1st day of DECEMBER 2004 by Metropolis Homes CO, a Florida Corporation, with principal mailing address of 128 East Colonial Drive, Orlando, FL 32801 (hereinafter to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the sole record owner in fee simple absolute of certain real property located in Seminole County, Florida, more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein (which property shall hereinafter be referred to as the "Property"); and WHEREAS, the Declarant caused the Property to be subdivided into a subdivision, which has been platted as Biltmore Townhomes; which have been recorded in Plat Book 67 at Pages 32 through 33 of the Public Records of Seminole County, Florida and

WHEREAS, it is the intention of the Declarant to develop Biltmore Townhomes as a planned development subdivision of sixty eight (68) "Townhouses", and appurtenant improvements; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said planned development subdivision and for the maintenance of parks, recreation areas and facilities, open space, green belt areas, drainage areas and other common facilities as may be specifically designated on the plat of Biltmore Townhomes and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each

and all of which is are for the benefit of the Property and each subsequent owner of all or part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said planned development subdivision to create a homeowners' association to which should be delegated and assigned the powers of maintaining and administering the Common Area properties and facilities; administering and enforcing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida, a non-profit corporation, BILTMORE TOWNHOMES COMMUNITY ASSOCIATION, INC. (hereinafter referred to as "Association"), for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Declarant hereby declares that all of the Property 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 shall bind 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
EFFECT OF DECLARTION

This Declaration shall impose upon the Property certain restrictions, covenants and conditions and the Property shall be held, sold and conveyed subject to the following easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall bind 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 hereof.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Biltmore Townhomes Community Association, Inc., a Florida Corporation not for profit, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described on the plat of Biltmore Townhomes and on Exhibit "A" attached hereto.

Section 3. "Common Area" shall mean all real property including the improvements thereon owned by the Association for the common use and enjoyment of the "Owners". The term

Common Area shall include the entire drainage system of the property (except for any portion of the drainage system that may be dedicated to and accepted by applicable municipalities), including but not limited to, all pipes, retention areas, swales and inlets, it being the intention of the Declarant that the Association have necessary ownership and responsibility to operate and maintain the surface water management system. The term Common Area shall also include any intangible personal property acquired by the Association, if such property is designated as such by the Association. The term Common Area shall also include all recreational facilities constructed or to be constructed on Tract "D" per Biltmore Townhomes Plat. All Common Areas are to be devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, persons occupying "Dwelling Units" on a guest or tenant basis, and to the extent designated on recorded plats or authorized by the Board of Directors of the Association. The Common Area at the time of the conveyance of the first "Lot" or "Dwelling Unit" is described as Tracts A, B-1, B-3 and D in the plat of Biltmore Townhomes. The ownership of the Common Area and of any streets, roadways, driveways or parking areas within the Property shall be determined by the Declarant. For purposes of determining ownership of property within the Common Areas, the boundaries so as to cause closure as shown on the plat of Biltmore Townhomes filed of Public Record shall be conclusive. The completed Common Area together with any streets shall be conclusive. The completed Common Area together with any streets, roadways, driveways or parking areas Designated by the Declarant as the property of the Association shall be conveyed to the Biltmore Townhomes Community Association, Inc., by a deed of conveyance recorded among the Public Records of Seminole County, Florida.

Section 4. "Lot" shall mean and refer to any plot of land shown upon the Plat of the Property with the exception of any Common Area, street, roadway, driveway or common parking area.

Section 5. "Dwelling Unit" shall mean and refer to a Lot as defined herein with a "Townhouse" constructed thereon, as to which a certificate of occupancy has been issued by the applicable governmental authorities.

Section 6. "Declarant" shall mean and refer to Metropolis Homes Co., a Florida corporation.

Section 7. "ARC" shall mean and refer to the Architectural Review Committee

appointed in accordance with Article VI of this Declaration, whose duties shall be as set forth in said Article VI.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Dwelling Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Townhouse" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family susceptible to ownership in fee simple as a non-condominium, having a private outdoor living area and being constructed having party walls and being attached to other similar units. (Except for Townhouse on Lot 16 per Plat, which is not attached and does not have a party wall.)

Section 10. "Member" shall mean and refer to any Owner.

Section 11. "Subdivision Community" shall mean and refer to Biltmore Townhomes.

Section 12. "Surface Water or Stormwater Managements System" A system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which is the property of the Association, which right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot or Dwelling Unit, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees or the use of any recreational facility situated upon the Common Area, which is the property of the Association;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against the Owner's Lot or Dwelling Unit remains unpaid; and for a period not to exceed sixty (60) days for

any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

Section 2. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot or Dwelling Unit owned within the Property, hereby covenants, and each Owner of any Lot or Dwelling Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land, shall be a continuing lien upon the Lot and Dwelling Unit against which each such assessment is made, together with such interest thereon and the cost of collection thereof as hereinafter provided, and shall also be the personal obligation of the person who was the Owner of such Lot and Dwelling Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. Notwithstanding anything contained herein to the contrary, the obligation shall be joint and several as to the Owner in the event that the Owner constitutes more than one person or entity.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association and promoting the recreation, health, safety and welfare of the residents of the Property, including, but not limited to, the payment of taxes on the Common Area and insurance thereon and repair, replacement, and additions thereto, and for the costs of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments:

(a) Until January 1 of the year immediately following the conveyance of the first Lot and Dwelling Unit to an Owner, the maximum annual assessment by the Association for all Lots on which a Dwelling Unit has been completed and for which a Certificate of Occupancy has been issued, or any similar governmental approval permitting occupancy of a Dwelling Unit shall be NINETEEN HUNDRED TWENTY DOLLARS AND NO/100 DOLLARS ($1920.00) per Lot and Dwelling Unit. The maximum annual assessment by the Association for all other Lots without improvements shall be SIXTY AND NO/100 DOLLARS ($60.00) per Lot.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Dwelling Unit the maximum annual assessment by the Association may not be increased each year more than fifteen percent (15%) cumulative, above the maximum assessment for the previous year without a vote of the membership of the Association.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot or Dwelling Unit to an Owner, the maximum annual assessment may be increased by the Association above fifteen percent (15%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for such purpose.

(d) The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year at a lesser amount than the maximum and may fix the assessment for each calendar year and may increase the maximum assessment by as much as fifteen percent (15%), cumulative, over the maximum amount set for the previous calendar year. If the Directors do not so raise the assessment by fifteen percent (15%) in any one-year, the difference between the fifteen percent (15%) maximum and the actual percentage increase in assessment in any given year may be accumulated and used in subsequent years by the Board of Directors.

(e) Both annual and special assessments by the Association must be fixed at a uniform rate for all Lots with Dwelling Units and for all Lots without Dwelling Units and may be collected on a monthly, quarterly or annual basis as evidenced by resolution of the Board of Directors of the Association.

(f) Notwithstanding the foregoing to the contrary, the Association shall have the right to make special assessments for Lots on a non-uniform basis for such matters as are

specifically set forth in this Declaration including but not limited to the items set forth in Sections 16, 17, and 19 of Article VII of the Declaration.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Area which is the property of the Association, including the necessary fixtures and personal property related thereto, provided that 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, written notice of which shall be sent to all Members not less than thirty (30) days in advance and not more than sixty (60) days in advance of the meeting and shall set forth the purpose of the meeting.

Section 5. Surface Water or Stormwater Management Systems. Assessments to include, but not limited to work within retention areas, drainage structures and drainage easements. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

Section 6. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change 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 that purpose, written notice of which shall be sent to all Members not less than thirty (30) days in advance and not more than sixty (60) days in advance of the meeting and shall set forth the purpose of the meeting.

Section 7. Quorum for an Action Authorized Under Section 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members of the Association, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one—half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the day of conveyance of the lot and Townhouse to a Homeowner. Assessments on lots without any improvements shall start one (1) year after conveyance of the first lot and townhouse by Declarant to a unit owner. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year. As provided in Section 3, subparagraph (d), the assessments may be collected on a payment schedule set by the Board of Directors of the Association. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve (12). The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Duties of the Board of Directors. The Board of Directors of the Association shall determine the amount of the assessment against each Lot or Dwelling Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any

assessment therein stated to have been paid.

The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Stormwater Management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction or the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved in writing by the St. Johns River Water Management District.

Section 10. Effect of Nonpayment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot or Dwelling Unit which shall bind such Lot or Dwelling Unit in the hands of the then Owner, the Owner's' heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain the Owner's personal obligation. If the Owner is comprised of more than one (1) person or entity, the elements comprising the Owner shall be jointly and severally liable for the obligation to pay such assessment.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the maximum rate of interest permitted by law per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot or Dwelling Unit, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys fee to be fixed by the Court, together with the costs of action.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage or mortgages now or hereafter placed upon the Lot or Dwelling Unit subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of

foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use.

(b) All Common Areas as defined in Article II, Section 3 hereof.

(c) All properties exempted from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 13. Working Capital. For Lots sold after the date this Declaration is recorded in the public records of Seminole County, Florida, upon acquisition of record title to a Lot by the first purchaser thereof other than (i) the Declarant and (ii) an Owner who purchases solely for the purpose of constructing a dwelling thereon for resale, and in addition to any assessment that may be due with respect to such Lots for such year, a contribution shall be made by or on behalf of such purchaser to the working capital of the Association in an amount equal to (i) One Hundred Sixty and No/100 Dollars ($160.00), Contribution is not refundable, shall be in addition to, and not in lieu of, Annual Assessment levied on the Lot and shall not be considered an advance payment of any portion of the Annual Assessment. This amount shall be paid to the Association and shall be used for operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

ARTICLE V
EASEMENT RESERVED TO DEVELOPER

Section 1. Easement Over Common Area. For a term of five (5) years from the date of execution hereof, the Declarant hereby reserves unto itself a perpetual easement over upon, under and across all Common Areas as aforesaid, shown on the, recorded sub-division plat of the Property together with the right to grant easements to others and such easement shall include, but shall not be limited to, the right to use the said Common Area to erect, maintain and use electric

and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or services. Such easement is automatically transferred to the Association after the aforementioned year.

Section 2. Easement over Lots. For a term of five (5) years from the date of execution hereof, the Declarant hereby reserves unto itself the right to grant a perpetual easement to itself or any other entity over that portion of every Lot lying within fifteen (15) feet of the boundary line of such Lot. This right shall remain in the Declarant whether or not any such Lot has been conveyed to another party and regardless of whether this right is stated in the deed of conveyance. The Declarant shall not be entitled to grant easements over any particular Lot in such a manner so as to interfere with the reasonable use of said Lot as a residence. The Declarant shall not be entitled to grant easements over that portion of a Lot; which adjoins another Lot and is contained within the boundaries of a Townhouse. Such easement is automatically transferred to the Association after the aforementioned 5 years.

Section 3. Access and Drainage over the Surface Water or Stormwater Management System. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of the Townhome Property which is a part of the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit.

Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District and the Association.

Section 4. Establishment of Easements. All easements, as provided for in this Article, shall be established by one of the following methods, to wit:

(a) By a specific designation of an easement on the recorded plat of Biltmore Townhomes;

(b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit; or

(c) By a separate instrument executed by the Declarant referencing this ArticleV, said instrument to be subsequently recorded by the Declarant.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made unless it is in compliance with the zoning code of the City of Oviedo, Florida, and other applicable and development regulations and until the plans and specifications showing the nature, kind, shape, height, 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 Board of Directors of the Association, or by the Architectural Review Committee (ARC).

The ARC shall be composed of at least three (3) Members appointed by the Association. However, so long as ten (10) or more of the Lots shown on the plat of Biltmore Townhomes remain titled in the Declarant or within three (3) years of the date of this Declaration, whichever shall last occur, the Declarant shall be entitled to appoint all members of the ARC and any successors members. The Association or Declarant may appoint non-members of the Association to the ARC. The members of the ARC shall be appointed for staggered three (3) year terms, provided, however, the initial members of the ARC appointed by the Declarant shall serve so long as Declarant has the right to appoint all members of the ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, the Association or Declarant (whichever then has power to appoint) shall promptly appoint a successor member who shall serve for the duration of the un-expired term of the member whom he replaced. The membership, rules of procedure and duties of the ARC shall be prescribed by

and, from time to time, changed or modified by the Association.

Any Owner needing the approval of the ARC shall deliver an application or request for action to the ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with a floor plan, elevation, site clearing plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, the ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument filed with the Secretary of the Board of Directors of the Association, and served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure and the reasons for such disapproval. The decision of the ARC may be appealed to the Board of Directors of the Association within ten (10) days of the date after which the ARC makes its written decision as provided hereinabove. If there is no appeal within ten (10) days, then the decision of the ARC is final. Said appeal shall be effected by delivering a letter to the Association by certified mail with return receipt requested or by hand delivery with signed receipt, which said letter shall specifically identify the decision of the ARC with respect to which the appeal is being taken. The Board of Directors of the Association shall take action on such appeal and either approve or disapprove the decision of the ARC as soon as reasonably possible.

ARTICLE VII
GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots and Dwelling Units of Biltmore Townhomes unless otherwise set forth herein.

Section 2. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use, of any portion of any Lot or Dwelling Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than buildings designed for residential use, private garages, accessory buildings and structures such as swimming pools and screened enclosures. The foregoing shall not prohibit the Declarant from using Dwelling Units as model homes or offices permitted in residences.

Section 3. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed,

barn, or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the ARC for use during construction only.

Section 4. Parking Restrictions. No automobile, truck, boat, boat and house, trailer, mobile home, camper, or other similar vehicle shall be parked on the street, including right-of-way thereof, overnight or for a continuous period of time in excess of four (4) consecutive hours.

Section 5. Storage Restrictions. No automobile, truck, house trailer, mobile home, camper, boat, boat and trailer, or trailer or other similar vehicle alone shall be parked for any period of time in excess of four (4) consecutive hours or stored or otherwise permitted to remain on any Lot except in a garage attached to a Dwelling Unit or within the confines of a paved driveway leading from the street adjoining a Lot to the doorway of a garage attached to a Dwelling Unit. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked for any period of time in excess of four (4) consecutive hours or stored or otherwise permitted to remain on any Lot except in a garage attached to a Dwelling Unit.

Section 6. Livestock and Animal Restrictions. No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any Lot or in any Dwelling Unit provided, however, a maximum of two (2) household pets may be kept, one of which can be a dog; provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed to roam free (shall be on a leash at all times) in the Subdivision Community or on to any other Owner's property. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners. Use of "Pooper Scoopers" are mandatory.

Section 7. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance.

Section 8. Restrictions on Hedges. No hedge over six (6) feet tall as measured from existing ground level shall be planted, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type or location thereof have been approved by the ARC in

accordance with Article VI hereof.

Section 9. Sewerage Restrictions. No septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any Lot.

Section 10. Installation of Over-the-Air Reception Devices. The United States Federal Communications Commission, pursuant to the Federal Telecommunications Reform Act of 1996, has promulgated certain regulations regarding Over-the-Air Reception Devices (OTARDs), under Title 47 of the United States Code of Federal Regulations, § 1.4000. OTARDs include satellite dishes, wireless cable antennas, and television broadcast signal antennas. These Regulations preclude the Association from imposing certain restrictions upon the Unit Owner to erect or maintain OTARDs to the extent that such regulations or restrictions serve to impair the reception of a reasonably clear signal. However, the Board of Directors is authorized to issue Rules and Regulations, by a majority vote, regulating such OTARDs, providing such Board adopted Rule and Regulation is not inconsistent with any Federal or State Law or Regulation.

Federal law allows for the imposition of the following restrictions on the placement and the use of OTARDs:

a. No Unit Owner may erect an OTARD on any Common Elements.

b. Unit Owners may erect an OTARD on Limited Common Elements subject to the conditions in clauses c, d, e, f, g, h, i, j, k, and l below.

c. No Unit Owner may erect an OTARD more than twelve (12') feet in height without obtaining the approval of the appropriate local building department confirming that such OTARD is erected in a safe manner.

d. No Unit Owner may erect a satellite dish that exceeds one meter (3.33 Feet) in diameter on any Unit.

e. It is the intent of this provision that the Board of Directors retains the authority to issue further Rules and Regulations of OTARDs in the event and to the extent that the Association's ability to regulate such OTARDs is challenged or increased by further actions of the United States Congress or the Federal Communications Commission.

f. An OTARD or Qualifying Satellite Dish may not be located, attached and/or secured above the horizontal plain of the soffit nearest to the dish, and in no event higher than twelve (12') feet from the ground level.

g. Provided the following shall not materially affect reception, Qualifying Satellite Dishes shall be painted or colored to blend in with the surroundings. If the Qualifying Satellite Dish is attached to a building or other structure, the Qualifying Satellite Dish shall be painted or colored to match with the building colors. If the Qualifying Satellite Dish is secured to a pole or slab, the Qualifying Satellite Dish shall be painted or colored to match with the surrounding landscaping.

h. Qualifying Satellite Dishes shall not be attached and/or affixed to a building or structure in a fashion that is inconsistent with applicable building codes or which fails to maintain the structural integrity and exterior finishes of the building.

i. Unit Owners shall not permit their Qualifying Satellite Dishes to fall into disrepair or to become safety hazards.

j. Unit Owners shall be responsible for Qualifying Satellite Dish maintenance and repair.

k. Owners shall be responsible for repainting or replacement of OTARDs if the exterior surface thereof deteriorates.

l. OTARDs may not be used in any manner which causes an increase in the cost of insuring, maintaining, repairing or replacing any portion of the Properties required to be maintained, repaired or replaced by the Association.

This section shall at all times be deemed to be amended to be in accordance with United States statutes, regulations and case law as may be in effect from time to time.

Section 11. Antenna Restrictions. Outside television or radio antenna, masts, aerials or other tower for the purpose of audio or visual reception or transmission are prohibited on the property.

Section 12. Aesthetic and Safety Control. In order to implement effective insect, reptile and fire control, the Association shall have the right, but not the duty, to enter upon any Lot or Dwelling Unit, such entry to be made by personnel with tractors or other suitable devices, for the

purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the setting and safety of Biltmore Townhomes. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash, which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its rights under this Section shall constitute a special assessment against the owner of the Lot or Dwelling Unit and shall in every respect constitute a lien against said Lot or Dwelling Unit, as would any assessment or special assessment.

Section 13. Signs. No commercial signs, including "For Rent," "For Sale" and other similar signs, shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property Owner. If such permission is granted, the Association shall have the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than three (3) square feet may not be erected without the written permission of the Association. This restriction shall not apply to the Declarant or its agents for erecting such signs as Declarant deems in its sole discretion to be necessary to assist Declarant in selling any Lot or Dwelling Unit.

Section 14. Allowable Trim. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, except small exterior decorations such as address plates and name plates.

Section 15. Party Walls. All common or party walls shall be maintained by the Owners of those Dwelling Units adjoining a party wall subject to the right of the Association to maintain the same as hereinafter set forth. If an Owner or an Owner's tenant damages a party or common wall, or causes damage to the person or Property of an adjoining Owner or tenant as a result of damage to a party or common wall, then the Owner who caused or whose tenant caused said damage shall be liable and responsible to the Association for the damages to the party wall and

to the adjoining Owner or tenant for the damages to their person or property, and for any costs incurred by the Association or the adjoining Owner or tenant in the collection thereof, including reasonable attorneys' fee.

All costs of reconstructing a party wall in the event such party wall is destroyed or damaged shall be borne equally by the Owners of the residences adjoining such party wall. In the event one Owner bears the entire expense for reconstruction of a party wall, then in such event the Owner of the adjoining residence shall pay to the Owner who reconstructed the party wall one-half (1/2) of the expense incurred in that reconstruction. Either adjoining Lot Owner shall have the right to enter on the other adjoining Lot for the purpose of reconstructing a party wall.

Either adjoining Lot Owner shall have an equal right to use a party wall for the support of structural members of a Dwelling Unit to be constructed on either adjoining Lots.

Each party wall shall be subject to an easement of support for adjoining Dwelling Units subject to payment of costs as provided above and shall be subject to an easement for conduits, plumbing, wiring and other facilities for the furnishing of utility services to adjoining Dwelling Units.

Section 16. Lawn and Landscaping Maintenance. All lawn maintenance and landscaping for any areas not walled or fenced are to be provided by the Association and all costs incurred by the Association in performing maintenance under this section shall be paid out of assessments levied by the Association. If change to the lawns or landscaping, other than ordinary wear and tear, is caused by the Owner, his agents, guests, or invitees or others whose presence is authorized by the Owner, the Association shall have the right to impose a special assessments against said Owner to pay for such extraordinary costs. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit, as would any other assessment on special assessment by the Association. The Association shall have the right to enter upon any Lot for the purpose of maintenance, as provided in this Section, and any such try by the Association or its agents shall not be deemed a trespass. No fence may be erected on the Lots by the Homeowners.

Section 17. Exterior Maintenance. The Association is to maintain all roofs & exterior paint of the Buildings. However, each individual Owner shall have the responsibility not to cause damage to the exterior of their prospective Dwelling Unit. In the event the exterior of said

Dwelling Unit is damaged in such fashion so as to create a health or safety hazard to adjoining Dwelling Units or to create a nuisance or to be unsightly and not in keeping with the quality of Biltmore Townhomes and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the Association shall have the right to make reasonable repairs to the exterior of such Dwelling Unit and shall be entitled to make a special assessment against the Owner of the Dwelling Unit responsible for such damage for the costs of such repairs. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit, as would any other assessment or special assessment by the Association. Exterior colors may not be changed by individual Homeowners.

Section 18. Access at Reasonable Hours. For the sole purpose of performing the lawn and landscaping maintenance, exterior maintenance, when required as set forth above, maintenance to party walls, or any other repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior or interior of any Dwelling Unit at reasonable hours on any day of the week.

Section 19. Insurance on Dwelling Units. Each Owner shall have an affirmative duty to obtain and keep in good standing a hazard insurance policy on the Owner's Dwelling Unit in an amount not less than the replacement value thereof and naming the Association as a co-insured thereunder. Each Owner shall deliver a copy of said policy to the Association on the closing date on which an Owner obtains title to a Dwelling Unit and shall deliver evidence of the continued good standing of said policy annually thereafter. An Owner shall have an affirmative duty to promptly repair a Dwelling Unit damaged by a hazard insured against by said policy. In the event an Owner of a Dwelling Unit fails to commence repairs of a Dwelling Unit within Thirty (30) days after funds from said insurance policy are made available for repair, then the Association shall be entitled, but not obligated, to make repairs utilizing the portion of the insurance funds allotted for that Dwelling Unit for such repairs and shall be entitled to levy a special assessment against said Lot or Dwelling Unit for any costs of repairs in excess of the allocated insurance funds. The Association shall have the right, but not the duty, to maintain a master insurance policy on all Dwelling Units which policy, if obtained, shall be paid for from assessments levied against the Owners by the Association. Said policy shall be with an insurance

company chosen by the Association and shall be in an amount sufficient to replace the entire structure or Dwelling Unit (not including interior furnishings and contents) if such loss is caused by the named perils in the insurance policy. The Association shall be the named loss payee on said policy. Proceeds from the policy shall be paid into a special fund to be controlled by the Association for the purpose of reconstructing Dwelling Units. The Association shall be entitled to apportion said funds for reconstruction in the manner it deems necessary.

Section 20. Development Agreement Provision. The Declarant has entered into a "Development Agreement" for the Biltmore Townhomes planned Unit Development with the city of Oviedo the provisions of which apply and shall become a part of the ordinances of this declaration. The following specific provision from the said document is hereby mentioned specifically for reference.

a) The Association is responsible for maintaining Common Areas including at a minimum, stormwater ponds (Tract "A"), the recreational facilities (Tract "D"), the ground and landscaping and new landscape areas within the right-of-way, entry feature (Tract "B-1"), as well as the maintenance of the exterior of the Townhouse, including roof and paint.

b) The Association is responsible for maintaining street pavement, curb and sidewalks (Tract B-3)

Section 21. Municipal Service Taxing Units. The Property shall be subject to Municipal Service Taxing Units for drainage and lighting, if established in accordance with law, whether such Municipal Service Taxing Units exist on the effective date of this Declaration or are created in the future at the request of the Declarant. The Declarant reserves into itself and all Owners grant to the Declarant the right to request the formation of Municipal Service Taxing Units for drainage and lighting purposes and to subject the Lots to the taxes or assessments imposed thereby

Section 22. Easement for Lawn Watering System. Declarant reserves unto itself an easement for the establishment, installation and maintenance of a lawn watering system over, upon, under and across any portion of any Lot. This easement shall exist for so long as this Declaration is effective. Declarant shall not be entitled to install said lawn watering system over any particular Lot in such a manner so as to interfere with the reasonable use of said Lot as a residence. The easement reserved in this Section 22 shall be in addition to and shall not

substitute for the easement reserved to the Declarant in Article V.

Section 23. Maintenance of Walls and Fence Surrounding Biltmore Townhomes. The Declarant shall construct a Masonry wall within the south C-2 buffer yard along and 20 feet to the north of the southern boundary of the Development. Cost of structural maintenance, insurance as well as the maintenance on the "Biltmore Townhomes" side will be that of the Association. The Association shall maintain all other fences located along the boundary of Biltmore Townhomes.

ARTICLE VIII
COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot or Dwelling Unit located in Biltmore Townhomes is dependent upon the right to the use and enjoyment of Common Area and the improvements made thereto, and that it is in the interests of all of the Owners that the right to the use and enjoyment of the Common Area be retained by the Owners of Lots and Dwelling Units, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Area. In addition there shall exist no right to transfer the right to the use and enjoyment of the Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot or Dwelling Unit in Biltmore Townhomes, provided however, that nothing herein shall preclude a conveyance by the Declarant herein of any undivided interest in the Common Area to the Owners of Lots or Dwelling Units within Biltmore Townhomes for the purpose of effectuating the intent of this Declaration. Any conveyance or transfer of a Lot or Dwelling Unit in Biltmore Townhomes shall include the right to use and enjoyment of the Common Areas appurtenant to such Lot or Dwelling Unit subject to reasonable rules and regulations promulgated by the Declarant or the Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot or Dwelling Unit is conveyed.

ARTICLE IX
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is record owner of a fee simple

interest or undivided interest in fee simple in any Lot or Dwelling Unit which is subject to assessment by the Association shall be a Member of the Association; provided, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. No Owner's tenants shall be Members.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be every person or entity who is a record owner of a fee simple or undivided fee simple interest in any Lot or Dwelling Unit which is subject by this Declaration to assessment by the Association, excluding the Declarant. A Class A Member shall be entitled to one (1) vote for each Lot or Dwelling Unit owned by such Member and in no event shall more than one (1) vote be cast with respect to any such Lot or Dwelling Unit.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall terminate and become converted to Class A Membership on the happening of any of the following events whichever occurs earlier:

(a) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership, or

(b) On December 31, 2009.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any of the aforesaid to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If a member violates any provisions of this Declaration, any legal costs incurred by Association to enforce the provisions of the Declaration shall become as assessment against the member violating this Declaration.

Additionally, the St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions that relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 2. Severity. Invalidation of any one of these covenants or restrictions by judgment and court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Covenants to Run With the Land. The restrictions and burdens imposed by the provisions and covenants of this Declaration shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the Owner of each Lot and Dwelling Unit and the appurtenant undivided interest in the Common Areas and upon the heirs, personal representatives, successors, and assigns of each Owner, and the same shall likewise be binding upon the Declarant and its successors and assigns. This Declaration shall be binding and in full force and effect for a period of Twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive ten (10) year periods. Not withstanding the foregoing, this Declaration shall not be terminated or materially modified without the written approval of the City of Oviedo.

Section 4. Amendment of Declaration. The Declarant hereby reserves the right to amend, modify or rescind such parts of this Declaration, as it, in its sole discretion, deems necessary or desirable so long as it is a Class B Member of the Association. At such time as the Declarant becomes a Class A Member of the Association as provided in Article IX, Section 2 hereof, this Declaration may be amended by an instrument signed by not less than seventy-five (75%) of the Lot or Dwelling Unit Owners of record; provided that any Amendment to this Declaration which affects the Surface Water or Stormwater Management System beyond maintenance in its original condition, including the water management portions of the Common Elements, must have the prior written approval of the St. John's River Water Management District. A copy of the St. Johns River Water Management District Permit granting approval for this Condominium Project is attached hereto as Exhibit "F". The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these covenants and restrictions, which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System. Any amendment must be recorded.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members.

Section 6. FHA/VA Approval. In the event that the Declarant seeks Federal Housing Administration or Veteran Administration approval of the Subdivision Community then as long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veteran Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

IN WITNESS WHEREOF, the Declarant has hereunto caused this Declaration to be executed by its duly authorized officers in manner and form sufficient to bind it on the day and year first above written.

IN WITNESS WHEREOF, We being all of the Directors of the BILTMORE TOWNHOMES COMMUNITY ASSOCIATION, INC., have hereunto set our hands this 1st day of DECEMBER, 2004.

Lana Sabeti, Director

Max Sabeti, Director

M. Magner

Missy Magner, Director

STATE OF FLORIDA
COUNTY OF SEMINOLE

The Foregoing instrument was acknowledged before me this 1 day of December, 2004 by Lana Sabeti.

JENNIFER FLORIDA
MY COMMISSION # DD 368069
EXPIRES: November 2, 2008
Bonded Thru Notary Public Underwriters

Jennifer Florida
Notary Public
My Commission Expires: 11-2-08

STATE OF FLORIDA
COUNTY OF SEMINOLE

The Foregoing instrument was acknowledged before me this 1 day of December, 2004 by Max Sabeti.

JENNIFER FLORIDA
MY COMMISSION # DD 368069
EXPIRES: November 2, 2008
Bonded Thru Notary Public Underwriters

Jennifer Florida
Notary Public
My Commission Expires: 11-2-08

STATE OF FLORIDA
COUNTY OF SEMINOLE

The Foregoing instrument was acknowledged before me this 1 day of December, 2004 by Jennifer Florida.

JENNIFER FLORIDA
MY COMMISSION # DD 368069
EXPIRES: November 2, 2008
Bonded Thru Notary Public Underwriters

Jennifer Florida
Notary Public
My Commission Expires: 11-2-08

Exhibit "A"

DESCRIPTION:

A portion of Section 16, Township 21 South, Range 31 East, Seminole County, Florida, being more particularly described as follows:

Commence at the North ¼ corner of said Section 16; thence S00°38'33" E along the monumented North-South mid section line a distance of 50.00 feet to the Point of Beginning, said point being on the South right-of-way line of State Road No. 426; thence North 89°21'27" East, along said right-of-way line 27.00 feet; thence South 00°38'33" East parallel with said mid section line 191.00 feet; thence South 89°21'27' West, parallel with said right-of-way line, 27.00 feet to the aforesaid mid section line; thence South 00°38'33" East along said mid section line 93.57 feet to a point on the North line of South ¾ of the West ½ of the NW ¼ the NE ¼ of said Section 16; thence South 89°54'48" East along said North line 145.01 feet to a point on the East line of the West 145 feet of the South ¾ of the West ½ of the NW ¼ of the NE ¼ of said Section 16; thence South 00°38'33" East along said East line 475.12 feet to a point on the North line of the South 528 feet of the West 145 feet of the NW ¼ of the NE ¼ of said Section 16; thence South 89°51'38" West along said North line 145.01 feet to a point on the aforesaid mid section line; thence South 00°38'33" East along said mid section line 99.00 feet to a point on the North line of the South 143 yards of the East ½ of the NE ¼ of the NW ¼ of said Section 16; thence South 89°57'16" West along said North line 669.50 feet to a point on the East line of Tract "B", Tuscawilla Plaza as recorded in Plat Book 35, Page 98, Public Records of Seminole County, Florida; thence North 00°46'35" West along said East line 592.69 feet to a point on the North line of the South 105 feet of the North 420 feet of the West 100 feet of the East ½ of the NE ¼ of the NW ¼ of said Section 16; thence North 89°49'13" East along said North line 100.01 feet to a point on the East line of the South 105 feet of the North 420 feet of the West 100 feet of the East ½ of the NE ¼ of the NW ¼ of said Section 16; thence South 00°46'35" East along said East line 105.01 feet to a point on the South line of the North 420 feet of the East ½ of the NE ¼ of the NW ¼ of said Section 16; thence North 89°49'13" along said South line 520.62 feet to a point on the West line of the East 50 feet of the North 420 feet of the East ½ of the NE ¼ of the NW ¼ of said Section 16; thence North 00°38'33" West along said West line 368.94 feet to a point on the South right-of-way line of said State Road No. 426, said point being on a curve, concave Southeasterly, having a central angle of 02°31'57" and a radius of 1096.28 feet; thence Northeasterly along the arc of said curve and said right-of-way line 48.45 feet to the Point of Tangency of said curve (chord bearing and distance between said points being North 88°33'15" East 48.45 feet); thence North 89°49'13" East along said right-of-way line 1.55 feet to the Point of Beginning.

Containing 9.88 acres more or less.
NOTE:

Bearings shown hereon are based on the monumented North-South mid section line of Section 16, Township 21 South, Range 31 East, Seminole County, Florida, being a line between the North ¼ corner of Section 16 marked with a 1" iron pipe in the pavement of State Road No. 426 and the Center of Section 16 marked with a 3" iron pipe with a 4" metal plate, being South 00°38'33" East, assumed.