

Country Creek Estates Association, Inc. 2/19/2007

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Please feel free to use the entire document as needed; it may be forwarded and/or copied. Please do so in its entirety. The General Proxy and Application for Architectural Change forms are intended for separate use, as need.

If you have the opportunity, please forward your entire contact information to me. This would be helpful so I may have complete records for any further communication as may be needed. Your name, physical address, mailing address, phone number (including land and cell), as well as any e-mail or URL Home Page would be helpful in keeping better contact. Property management owners should provide their management company. If you have long-term renters, their contact information would be helpful also. All information will be the property of Country Creek Estates Association, and will be used exclusively for that purpose.

Sincerely,



ASC Property Services Inc
PO BOX 196025
Winter Springs, FL 32719-6025

407-625-4047 TEL.

407-695-1790 Fax

ASCPST@AOL Email.

26	Country Creek Estates Association, Inc.	
27	Kissimmee, FL 34746	
28	Adapted to Word Format January 2007 by: Richard P. Thompson Secretary/Treasurer	
29	Contents Declarations (An explicit, formal	
30	Page # 3, Line # 41	announcement, either oral or written.) <i>Twelve Articles</i> Articles of Incorporation (a document
31		
32		
33	Page # 35 Line # 1304	filed with state by the founders of a corporation) <i>Fifteen Articles</i> By-Laws (A law or rule governing the
34		
35	Line # 1552	
36	Page # 45	internal affairs of an organization. <i>Thirteen Articles</i> Amendments, Application for Architectural
37		
38		
39	Page # 60	Change, General Proxy, and Plot layout
40		

DECLARATION

THIS DECLARATION, made on the date hereinafter set forth by Lennar Homes, Inc., a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of property more particularly described in Exhibit "1", attached hereto and by this reference made a part hereof, hereinafter referred to as "the PROJECT"; and

WHEREAS, Developer has established a land use plan for the PROJECT and desires to provide for the preservation of the values and amenities hereby established and as may be established for the PROJECT hereafter committed to a land use plan and to this end does hereby subject the PROJECT to those use covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as the COUNTRY CREEK ESTATES HOMEOWNERS ASSOCIATION, 114C., to which there has been and will be delegate[] and assigned certain powers and duties of ownership, operation, administration, maintenance and repair, the enforcement of the covenants, restrictions, and easements contained herein and the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the PROJECT shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

Declaration ARTICLE I
DEFINITIONS

The terms used in this Declaration, and in tile Articles and By-Laws, shall have the following meanings, unless the contract otherwise requires:

76 Section 1. "ASSOCIATION" shall mean and refer to the Country
77 Creek Estates Homeowners Association, Inc., a Florida corporation
78 not-for-profit, its successors and assigns. Attached hereto and
79 made a part by this reference as Exhibits "2" & "3" is a copy of
80 the Articles of Incorporation and By-Laws for the ASSOCIATION.

81 Section 2. "ASSESSMENT" means the amount of money which may
82 be assessed against an OWNER for the payment of the OWNER's
83 share of COMMON EXPENSES, and/or any other funds which an OWNER may be
84 required to pay to the ASSOCIATION as provide by this DECLARATION, the
85 ARTICLES or the BY-LAWS.

86 Section 3. "BOARD" means the Board of Directors of the
87 ASSOCIATION.

88 Section 4. "BY-LAWS" means the By-Laws of the ASSOCIATION,
89 as same may be amended from time to time.

90 Section 5. "ARTICLES" means the Articles of Incorporation of
91 the ASSOCIATION, as same may be amended from time to time.

92 Section 6. "INSTITUTIONAL LENDER" means the holder of a
93 mortgage encumbering a LOT, which holder in the ordinary course
94 of business makes, purchases, guarantees, or insures mortgage
95 loans, and which is not owned or controlled by the OWNER of the LOT
96 encumbered. An INSTITUTIONAL LENDER may include, but is not limited
97 to, a bank, savings and loan association, insurance company, real
98 estate or mortgage investment trust, pension or profit sharing
99 plan, mortgage company, the Federal National Mortgage Association,
100 the Federal Home Loan Mortgage Corporation, an agency of the United
101 States or any other governmental authority, or any other similar
102 type of lender generally recognized as an institutional-type lender.
103 For definitional purposes only, an INSTITUTIONAL LENDER shall also
104 mean tile holder of any mortgage executed by or in favor of
105 DEVELOPER, whether or not such holder would otherwise be
106 considered an INSTITUTIONAL LENDER.

107 Section 7. "COMMON EXPENSES" means all expenses of any kind or
108 nature whatsoever incurred by the ASSOCIATION, including, but not
109 limited to, the following:

110 A. Expenses incurred in connection with the ownership,
111 maintenance, repair, improvement or operation of the COMMON OPEN
112 SPACE, or any other property to be maintained by the ASSOCIATION
113 as provided in this DECLARATION, including, but not limited
114 to, utilities, taxes, assessments, insurance, operation,
115 maintenance, repairs, improvements and alterations.

117 B. Expenses of obtaining, repairing or replacing personal
118 property in connection with any COMMON OPEN SPACE or the
119 performance of the ASSOCIATION's duties.

120 C. Expenses incurred in connection with the
121 administration and management of the ASSOCIATION.

122 D. Common water, sewer, trash removal, and other common
123 utility, governmental, or similar services for the UNITS which are
124 not separately metered or charged to the OWNERS, or which the
125 ASSOCIATION determines to pay in common in the best interest of
126 the OWNERS.

127 E. Expenses declared to be COMMON EXPENSES by the
128 provisions of this DECLARATION, or by the ARTICLES or BY-LAWS.

129 F. Maintenance of all storm water retention ponds.

130 G. Maintenance of the masonry wall, grass, plants,
131 trees and irrigation located in the landscape and wall
132 easement on Lots 1 through 4, inclusive and Lots 43 through
133 58, inclusive, and at the entrance roads to the Community.

134 11. Maintenance of the grass and irrigation installed in the
135 Bass Road right-of-way.

136 I. Maintenance of the island located in the road right-
137 of-way of Country Creek Lane. (If the ASSOCIATION does not
138 properly maintain the island, upon proper notification by the
139 City of Kissimmee ("City"), the ASSOCIATION, at its expense,
140 shall remove the landscape and replace it with pavement in
141 accordance with City Standards.

142 Section 8. "COMMON SURPLUS" means the excess of all receipts of
143 the ASSOCIATION over the amount of the COMMON EXPENSES.

144 Section 9. "OWNER" shall mean and refer to the record owner
145 other than the DEVELOPER, whether one or more persons or entities,
146 of a fee simple title to any LOT, including contract sellers but
147 excluding those having such interest merely as security for the
148 performance of an obligation.

149 Section 10. "PROJECT" shall mean and refer to that portion
150 of the DEVELOPMENT as hereinafter defined and legally described
151 in Exhibit "1" attached hereto.

152 Section 11. "COMMON OPEN SPACE:" shall mean any real property
153 within the PROJECT, whether improved or unimproved, or any
154 easement or intent therein, now or hereafter owned or to be owned
155 by the ASSOCIATION for the common use and enjoyment of the OWNERS,

156 their tenants, invitees and/or guests.

157 Section 12. "LOT" shall mean and refer to all of those LOTS
158 which are designated as such in the recorded Plat(s) of the real
159 property comprising the PROJECT.

160 Section 13. "UNIT" shall mean and refer to any structure situate
161 upon a LOT designated and intended for use and occupancy as a
162 residence for a single family.

163 Section 14. "DEVELOPER" shall mean and refer to Lennar Homes,
164 Inc., a Florida corporation, its successors and such of its assigns
165 as to which the rights of the DEVELOPER hereunder are
166 specifically assigned. DEVELOPER may assign only a portion of the
167 rights hereunder, or all or a portion of such rights in connection
168 with appropriate portions of the PROJECT. In the event of such
169 partial assignment, the assignee shall not be deemed the DEVELOPER,
170 but may exercise such rights of the DEVELOPER assigned to it. Any
171 such assignment may be made on a non-exclusive basis.

172 Section 15. "MEMBER" shall mean and refer to a MEMBER of the
173 ASSOCIATION.

174 Section 16. "PUBLIC AREAS" shall mean all lands owned by the
175 State of Florida, Osceola County, Florida, any City, district, or
176 municipality which, to the extent allowed by governmental authority,
177 are to be maintained by the ASSOCIATION.

178 Declaration ARTICLE II
179 PROPERTY RIGHTS

180 Section 1. OWNER'S EASEMENTS OF ENJOYMENT. Every OWNER shall
181 have a right and easement of enjoyment in and to the COMMON OPEN
182 SPACE which shall be appurtenant to and shall pass with the title
183 to every LOT, subject to the following:

184 A. All provisions of this DECLARATION, any plat of all
185 or any part of the PROJECT, and the ARTICLES and BY-LAWS;

186 B. All provisions of the Declaration of Restrictions
187 for the DEVELOPMENT and exhibits attached thereto;

188 C. Rules and regulations adopted by the COMMUNITY
189 ASSOCIATION;

190 D. Rules and regulations adopted by the ASSOCIATION governing
191 the use and enjoyment of the COMMON OPEN SPACE;

192 E. The right of the ASSOCIATION to suspend the voting
193 rights of any OWNER for any period during which any ASSESSMENT

194 against his LOT remains unpaid, and for a period not to exceed
195 sixty (60) days for any infraction of its published rules and
196 regulations;

197 F. The right of the ASSOCIATION, subject to the approval
198 of the City of Kissimmee Building and Zoning Department, to
199 dedicate, sell or transfer all or any part of the COMMON OPEN SPACE
200 to any public agency, authority or utility or such purpose and
201 subject to such conditions as may be agreed to by the MEMBERS. No
202 such dedication, sale or transfer shall be effective unless an
203 instrument agreeing to such dedication, sale or transfer signed by
204 two-thirds (2/3) of each class of MEMBERS; has been recorded.

205 G. The right of the ASSOCIATION to make additions,
206 alterations or improvements to the COMMON OPEN SPACE, and to
207 purchase any personal property, as it deems necessary or desirable
208 from time to time, provided, however that the approval of two-thirds
209 (2/3) of the votes of the OWNERS shall be required if any
210 recreational facility is removed or substantially and adversely
211 affected, or for any addition, alteration, or improvement or any
212 purchase of personal property, exceeding a sum equal to one (1)
213 month's total ASSESSMENTS for COMMON EXPENSES payable by all of the
214 MEMBERS, or if the cost of the foregoing shall in any fiscal year
215 exceed in the aggregate a sum equal to two (2) months' ASSESSMENTS
216 for COMMON EXPENSES payable by all of the OWNERS. The foregoing
217 approval shall in no event be required with respect to expenses
218 incurred in connection with the maintenance, repair or replacement
219 of existing COMMON OPEN SPACE, or any existing improvements or
220 personal property associated therewith. The cost and expense of
221 any such additions, alterations or improvement; to the COMMON
222 OPEN SPACE, or the purchase of any personal property, shall be a
223 COMMON EXPENSE. In addition, so long as DEVELOPER owns any portion of
224 the subject PROPERTY, DEVELOPER shall have the right to make any
225 additions, alterations or improvements to the COMMON OPEN SPACE as
226 may be desired by DEVELOPER in its sole discretion from time to
227 time, at DEVELOPER'S expense.

228 H. The right of the ASSOCIATION to borrow money, and with the
229 assent of two-thirds (2/3) of the Class "A" Member's, sell any of
230 its real, or personal property, or mortgage, pledge, deed of
231 trust, or hypothecate any or all of its real or personal
232 property as security for money borrowed or debts incurred.

233 I. The right of the OWNER to enter into lease or rental
234 agreements for the rental of his UNIT with no restrictions
235 as to the length of term of the rental or lease (i.e. short-
236 term rentals).

238 A. Easements are hereby reserved for pedestrian traffic
239 over, through and across sidewalks, paths, lanes and walks, as the
240 same may from time to time exist upon the COMMON OPEN SPACE and be
241 intended for such purpose; and for pedestrian and vehicular traffic
242 and parking over, through, across and upon such portion of the
243 COMMON OPEN SPACE as may from time to time be paved and intended for
244 such purposes, same being for the use and benefit of the OWNERS of
245 the PROJECT, and their tenants, guests and invites.

246 B. The COMMON OPEN SPACE shall be, and the same is hereby
247 declared to be, subject to a perpetual nonexclusive easement in
248 favor of all OWNERS in the PROJECT from time to time, and their
249 tenants, guests and invites, for all proper and normal purposes and
250 for the furnishing of services and facilities for which the same are
251 reasonably intended.

252 C. Easements in favor of governmental and quasi-
253 governmental authorities, utility companies, cable television
254 companies, ambulance or emergency vehicle companies, and mail
255 carrier companies, are hereby reserved over and across all roads
256 existing from time to time within the PROJECT, and over, under, on
257 and across the COMMON OPEN SPACE, as may be reasonably required to
258 permit the foregoing, and their agents and employees, to provide
259 their respective authorized services to and for the PROJECT. Also,
260 easements are hereby reserved as may be required for the
261 installation, maintenance, repair and providing of utility services,
262 equipment and fixtures in order to adequately serve the PROJECT,
263 including but not limited to, electricity, telephones, sewer, water,
264 lighting, irrigation, drainage, television antenna and cable
265 television facilities, and electronic security. However, easements
266 affecting any LOT which serve any other portion of the PROJECT shall
267 only be for Utility services actually constructed, or
268 reconstructed, and for the maintenance thereof, unless otherwise
269 approved in writing by the OWNER of the LOT. An OWNER shall do
270 nothing on his LOT which interferes with or impairs the utility
271 services using these easements. The BOARD or its designee shall
272 have a right of access: to each LOT and UNIT to inspect, maintain,
273 repair or replace the utility service facilities contained under
274 the LOT and to remove any improvements interfering with or impairing
275 the utility services or easement herein reserved; provided such
276 right of access shall not unreasonably interfere with the Owner's
277 permitted use of the LOT and, except in the event of an emergency,
278 entry into any UNIT shall be made with reasonable notice to the
279 OWNER.

280 D. DEVELOPER (so long as it owns any LOTS) and the
281 ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall
282 have the right to (I) grant and declare additional easements over,
283 upon, under and/or across the COMMON OPEN SPACE in favor of the

284 OWNERS in the PROJECT and their tenants, guests and invites, or in
285 favor of any other person, entity, public or quasi-public authority
286 or utility company, or (ii) modify, relocate, abandon or terminate
287 existing easements within or outside of the PROJECT in favor of the
288 ASSOCIATION and/or the OWNERS in the PROJECT and their tenants,
289 guests and invites or in favor of any person, entity, public or
290 quasi-public authority, or utility company, as the DEVELOPER or the
291 ASSOCIATION may deem desirable for the proper operation and
292 maintenance of the PROJECT or any portion thereof, or for the
293 health, safety or welfare of the OWNERS, or for any other reason or
294 purpose. So long as such additional easements will not unreasonably
295 and adversely interfere with the use of LOTS for dwelling purposes,
296 no binder of any OWNER or any mortgagee of any LOT shall be required
297 or, if same would unreasonably and adversely interfere with the use
298 of any LOT for dwelling purposes, only the joinder of the OWNERS and
299 INSTITUTIONAL LENDERS of LOTS so affected shall be required. To
300 the extent required, all OWNERS hereby irrevocably appoint
301 DEVELOPER and/or the ASSOCIATION as their attorney-in-fact for the
302 foregoing purposes.

303 E. DEVELOPER reserves and shall have an easement over, upon,
304 across and under the PROJECT as may be reasonably required in
305 connection with the development, construction, sale and promotion
306 of the PROJECT or any portion thereof.

307 F. If ingress and egress to and from a UNIT is through the
308 COMMON OPEN SPACE, any conveyance or encumbrance of said COMMON OPEN
309 SPACE required for said ingress and egress shall be subject to an
310 easement in favor of the Unit Owner(s) requiring said COMMON OPEN
311 SPACE for ingress and egress to and from said UNIT(s).

312 G. In the event any portion of any roadway, walkway,
313 parking area, roof drainage system, roof, trellis, water lines,
314 sewer lines, utility lines, sprinkler system, Unit or any other
315 improvement as originally constructed by Developer or its
316 designee, successor or assign encroaches on any Lot or Common
317 Areas, it shall be deemed that the owner of such Lot or Common
318 Areas has granted a perpetual easement to the Owner of the
319 adjoining Lot or Common Areas or the Association, as the case may
320 be, for continuing maintenance and use of such encroaching
321 roadway, walkway, parking area, roof drainage system, roof,
322 trellis, water line, sewer line, utility line, sprinkler system or
323 other structure originally constructed by the Developer. The
324 foregoing shall also apply to any replacements of any such roadway,
325 walkway, parking area, roof drainage system, roof, trellis, water
326 lines, sewer lines, utility lines, sprinkler system or other
327 structure, if same are constructed in substantial conformance to

the original. Other encroachments may hereafter be maintained as provided in a Supplemental Declaration. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

Section 3. DELEGATION OF USE. Any OWNER may delegate, in accordance with the appropriate BY-LAWS, his right of enjoyment to the COMMON OPEN SPACE, to the members of his family, his tenants or contract purchasers who reside on the Property.

Section 4. PERMITTED USES. The COMMON OPEN SPACE shall be restricted such that it shall be maintained as open space for the recreation, use and benefit of the OWNERS and their tenants, guests and invites, subject to the terms of this DECLARATION, and subject to the terms of any easement, restriction, reservation or limitation of record affecting the COMMON OPEN SPACE or contained in the deed conveying the COMMON OPEN SPACE to the ASSOCIATION, including, without limitation, easements and rights-of-way for the construction, operation and maintenance of utility services and drainage facilities, and subject to any rules and regulations adopted by the ASSOCIATION. The COMMON OPEN SPACE shall not be used for any commercial or industrial use except as herein described.

Section 5. CONVEYANCE OF COMMON OPEN SPACE. Those parcels of COMMON OPEN SPACE which are now subject to this Declaration shall be conveyed to the ASSOCIATION by the DEVELOPER prior to the time the first UNIT is conveyed to an OWNER by the DEVELOPER.

Those parcels of COMMON OPEN SPACE located in an annexed parcel of land shall be conveyed to the ASSOCIATION by the DEVELOPER prior to the time the first UNIT in that particular annexed parcel is conveyed to an OWNER by the DEVELOPER.

The ASSOCIATION shall be obligated to accept such conveyances of COMMON OPEN SPACE from the DEVELOPER.

Section 6. CONVEYANCE OF COMMON OPEN SPACE BY OTHER THAN DEVELOPER. Any party other than the DEVELOPER may also convey title to any property owned by such party, or any easement or interest therein, to the ASSOCIATION as a COMMON OPEN SPACE, but the ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the PROJECT is located.

371 Section 7. WATER MANAGEMENT AND CONSERVATION RIGHT OF WAY. Tract "C"
372 of Country Creek Estates Phase One is declared a water management
373 and conservation right-of-way and shall be the perpetual responsibility
374 of the Public, and may in no way be altered from its natural state
375 without the written approval of the South Florida Water Management
376 District. Activities prohibited within the South Florida Water
377 Management District wetlands jurisdictional areas located within the
378 Water Management and Conservation Right-of-Way shall include, but are
379 not limited to: construction or placing of buildings and/or
380 structures on or above; dumping or placing soil or other substances
381 such as trash; removal or destruction of trees, shrubs or other
382 vegetation, with the exception of exotic vegetation removal;
383 excavation, dredging, or removal of soil material, diking or
384 fencing; and any other activities detrimental to drainage, flood
385 control, water conservation, erosion control, or fish and wildlife
386 habitat conservation or preservation. The City of Kissimmee or its
387 designee may construct passive and active recreational facilities
388 within that area upland of the South Florida Water Management
389 wetlands jurisdictional area located in Tract "B" of Country Creek
390 Estates Phase One, with the written approval of the South
391 Florida Water Management District.

392 *Declaration ARTICLE III*

393 MEMBERSHIP AND VOTING
394 RIGHTS

395 Section 1. Every OWNER of a LOT which is subject to ASSESSMENT
396 shall be a MEMBER. Membership shall be appurtenant to and may not
397 be separated from ownership of any LOT which is subject to ASSESSMENT.

398 Section 2. The ASSOCIATION shall have two (2) classes of voting
399 membership:

400 Class A: Class "A" Members shall be all OWNERS with the
401 exception of the DEVELOPER and shall be entitled to one vote for
402 each LOT owned. When more than one person holds an interest in any
403 LOT, all such persons shall be MEMBERS. The vote for such LOT shall
404 be exercised as they among themselves determine, but in no event
405 shall more than one vote be cast with respect to any LOT.

406 Class B: The: Class "B" Member(s) shall be the DEVELOPER,
407 which shall be entitled to three (3) votes for each LOT owned.
408 The Class "B" membership shall cease and be converted to Class
409 "A" membership on the happening of either of the following events,
410 whichever occurs earlier:

411 (a) When the total votes outstanding in the Class "A"
412 membership equal the total votes outstanding in the
413 Class "B" membership, or

414 (b) On December 31, 2000.

415

Declaration Article IV

416

Covenant for Maintenance

417 Section 1. The: ASSOCIATION shall at all times pay the ad valorem
418 taxes assessed against the COMMON OPEN SPACE, maintain the COMMON
419 OPEN SPACE, and pay the Common Expenses incurred by the ASSOCIATION.
420 In addition, the ASSOCIATION shall maintain the island on the road
421 right-of-way of Country Creek Lane. If the ASSOCIATION does not
422 properly maintain the landscaping on the island, upon proper
423 notification by the City of Kissimmee ("City"), the ASSOCIATION, at
424 its expense, will remove the landscaping and replace it with
425 pavement in accordance with City Standards.

426 Section 2. In the event an OWNER of any LOT in the PROJECT
427 shall fail to maintain the LOT and the improvements situated
428 thereon in a manner satisfactory to the BOARD, the ASSOCIATION,
429 after approval of two-thirds (2/3) vote of the BOARD OF
430 DIRECTORS, shall have the right, through its agents and
431 employees, to enter upon said LOT and to repair, maintain and
432 restore the LOT and the exterior of the buildings and any other
433 improvements erected thereon. The cost of such maintenance shall
434 be added to and become part of the ASSESSMENT to which such LOT is
435 subject.

436

Declaration ARTICLE V

437

COVENANT FOR MAINTENANCE ASSESSMENTS

438 Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF
439 ASSESSMENTS. The DEVELOPER, except as otherwise set forth in Section
440 3 of this Article V, for each LOT within the PROJECT, hereby
441 covenants, and each OWNER of any LOT by acceptance of a deed,
442 therefore, whether or not it shall be so expressed in such deed, is
443 deemed to covenant and agrees to pay to the ASSOCIATION: (1)
444 annual assessments or charges, and (2) special assessments for
445 capital improvements, such assessments to be established and
446 collected as hereinafter provided. The annual and special
447 assessments, together with interest, costs and reasonable
448 attorney's fees, shall be a charge on the LOT and shall be a
449 continuing lien upon the LOT against which each such
450 assessment is made. Each such assessment, together with
451 interest, costs and reasonable attorney's fees, shall also be
452 the personal obligation of the person who was the OWNER of such

453 LOT at the time the assessment fell due. The personal obligation for
454 delinquent assessments shall not pass to his successors in
455 title unless expressly assumed by them.

456 Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by
457 the ASSOCIATION shall be used exclusively to promote the
458 recreation, health, safety and welfare of the MEMBERS and their
459 tenants and contract purchasers residing in MEMBER's UNIT
460 including, but not limited to paying the ad valorem taxes assessed
461 against the COMMON OPEN SPACE, the improvement and maintenance of the
462 COMMON OPEN SPACE, and the improvement and maintenance of easements in
463 favor of the ASSOCIATION, maintenance, repair and replacement
464 of the fence and landscaping built on the Fence and Landscaping
465 Easement, and maintenance of Public Areas which are located within
466 or in a reasonable proximity to the PROJECT to the extent that
467 deterioration of the Public Areas would adversely affect the
468 appearance of the PROJECT or the operation of systems appurtenant
469 to the PROJECT.

470 Section 3. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In
471 addition to the annual assessments authorized above, the
472 ASSOCIATION, through its BOARD, may levy in any assessment year, a
473 special assessment applicable to that year only for the purpose of
474 defraying, in whole or in part, the cost of any
475 construction, reconstruction, repaving, repair or
476 replacement of a capital improvement upon the COMMON OPEN
477 SPACE, including fixtures and personal property related
478 thereto, if any, provided that any such assessment shall
479 have the assent of two-thirds (2/3) of the votes of each class
480 of members who are voting in person or by proxy at a meeting duly
481 called for this purpose.

482 Section 4. WORKING CAPITAL CONTRIBUTION. In addition to ASSESSMENTS
483 for COMMON EXPENSES, the first OWNERS acquiring title from DEVELOPER to
484 UNITS shall pay to the ASSOCIATION and COMMUNITY ASSOCIATION,
485 respectively, a contribution to a working capital fund of the
486 ASSOCIATION and COMMUNITY ASSOCIATION, respectively, in an amount
487 equal to two (2) months' ASSESSMENTS for COMMON EXPENSES, which shall
488 be in addition to the OWNER's responsibility for ASSESSMENTS for COMMON
489 EXPENSES. The working capital fund shall be used by the ASSOCIATION and
490 COMMUNITY ASSOCIATION, respectively, for start-up expenses or
491 otherwise as the ASSOCIATION and COMMUNITY ASSOCIATION shall
492 determine from time to time and need not be restricted or
493 accumulated.

494 Section 5. GUARANTEE OF ASSESSMENTS. The Developer guarantees
495 that for a period of one year commencing with the date of the
496 conveyance by the Developer of the first Lot: within tile
497 Properties, excluding conveyances by the Developer to an entity
498 related to or affiliated with the Developer, the assessments of
499 the Association shall be in the amount as specified in the initial
500 estimated operating budget of the Association. During the period of
501 said guarantee, the Developer shall pay the amount of expenses of
502 the Association incurred during that period and not produced by the

assessments at the guaranteed level receivable from other Lot Owners, as provided herein. The Developer's guarantee is not intended to include, and does not include and shall never be deemed to include, expenses or fees called for or occasioned by an action or decision of the Board of Directors when Lot Owners, other than the Developer, elect a majority of the Board of Directors, where such expenses or fees are inconsistent with expenses or fees preceding that time. If, and when any of the foregoing shall take place, such sums shall not be used in determining the extent of the Developer's guarantee, as herein provided, and in such event, the Developer, at its option, may pay the sums required to be paid by it, excluding the sums not intended to be included in said guarantee or, in order to minimize matters in controversy between the Developer and the Board of Directors where the majority of the Board is elected by Lot Owners, other than the Developer, as related to the guarantee and the provisions of this Section, the Developer, at its option, may cancel said guarantee, and in such case it shall pay the assessments of the Association as to the Lots owned by it. The Developer hereby reserves the right, to be exercised in its sole discretion, to extend from time to time the termination date of the above guarantee for such period of time as the Developer determines. Should Developer elect to extend the time period of the guarantee, Developer shall notify the Board of Directors of the Association in writing of its election prior to the termination date of the original guarantee term or an extended guarantee term, and such notice shall set forth the new termination date of Developer's guarantee. The Developer reserves the right, in its sole discretion, to require the Board of Directors of the Association to increase the amount of the assessments due from Lot Owners other than the Developer for each extension by an amount not to exceed fifteen (15%) percent of the guaranteed amount of assessment for the preceding period, provided, however, in no event may the Developer require the Board of Directors to increase the assessment due from Lot Owners, other than the Developer, by more than fifteen (15%) percent: for each year of extension of the guarantee. The Board of Directors of the Association agree to comply with the requirements of the Developer, as provided herein, and increase the assessments payable from Lot Owners other than the Developer during any extension of the guarantee. Should the board of Directors of the Association fail to increase such assessments, as may be required by the Developer hereunder, the Developer shall have the unconditional right to cancel its guarantee herein, or Developer shall have the right to specifically enforce its rights as provided herein.

Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under: Section 3 or Section 4 shall be sent to all MEMBERS not less than thirty (30) days, nor more than sixty

(60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-third (1/3) of the votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. RATE of ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all LOTS unless there are different classes of UNITS in the PROJECT, such as attached and detached single family UNITS, in which case the ASSESSMENTS for LOTS with different types of UNITS may differ from the ASSESSMENT for LOTS with other types of UNITS, but all LOTS on which are constructed the same type of UNIT will be assessed at a uniform rate based upon a fraction, the numerator of which is 1 and the denominator of which shall be the number of LOTS subject to such ASSESSMENTS, subject to Section 3 hereof.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The Annual ASSESSMENTS provided for herein shall commence as to all LOTS, subject to Section 3 hereof, on the first day of the month or following conveyance by the DEVELOPER of the first UNIT in the PROJECT. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The BOARD shall fix the amounts 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 due dates shall be established by the BOARD. The assessments, at the election of the ASSOCIATION, may be collected on a monthly basis or on a quarterly basis. 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 on 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. The ASSOCIATION may delegate to a mortgage company or financial institution responsibility for collection of assessments.

Section 9. APPLICATION OF PAYMENTS. Any payments made to the ASSOCIATION by any OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien, next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of ASSESSMENTS and other moneys owed to the ASSOCIATION by the OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or

other moneys due to the ASSOCIATION, as provided herein, and next towards any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

Section 10. EXEMPT PROPERTY. All properties dedicated to, and accepted by a local public authority exempt from taxation by the laws of the State of Florida shall be exempt from the ASSESSMENTS created herein. However, no land or improvements devoted to dwelling use shall be exempt from said ASSESSMENTS.

Declaration ARTICLE VI

DEFAULT

611 1

Section 1. LATE FEES AND INTEREST. If any ASSESSMENT is not paid within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER a late fee of ten (10%) percent of the amount of the ASSESSMENT, or Ten (\$10.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.

Section 2. ACCELERATION OF ASSESSMENTS. If any OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than thirty (30) days after written demand by the ASSOCIATION, the ASSOCIATION upon written notice to the defaulting OWNER shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION ASSESSMENTS for COMMON EXPENSES 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 regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or for all other ASSESSMENTS Payable to the ASSOCIATION.

Section 3. LIEN FOR ASSESSMENTS. The ASSOCIATION HAS A LIEN ON EACH LOT for unpaid ASSESSMENTS owed to the ASSOCIATION by the OWNER of such LOT, and for late fees and interest, and for reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION's lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the LOT is located, stating the description of the LOT, the name of the record OWNER, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all ASSESSMENTS or other moneys owed to the ASSOCIATION by the OWNER until the lien is satisfied. The lien

is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

Section 4. COLLECTION AND FORECLOSURE. The ASSOCIATION may bring an action in its name to foreclose a lien for ASSESSMENTS in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS without waiving any claim of lien, and the applicable OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS, and the filing, enforcement, and/or foreclosure of the ASSOCIATION's lien, including reasonable attorneys' fees, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION's lien. The BOARD is authorized to settle and compromise the ASSOCIATION's lien if the BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION.

Section 5. RENTAL AND RECEIVER. If an OWNER remains in possession of his UNIT and the claim of lien of the ASSOCIATION against his UNIT is foreclosed, the court, in its discretion, may require the OWNER to pay a reasonable rental for the UNIT, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent.

Section 6. SUBORDINATION OF LIEN. The lien of the ASSOCIATION shall be superior to all other liens, save and except tax liens and any first mortgage recorded prior to the recording of a claim of lien by the ASSOCIATION, provided such mortgage secures an indebtedness which is initially amortized in monthly or quarter-annual payments over a period of not less than 10 years (provided, however, that any such mortgage may provide for changes in the interest rate and changes in the payments resulting therefrom, negative amortization, or for payment in full prior to such 10 year period). Where any person obtains title to a LOT pursuant to the foreclosure of such a mortgage, or where the holder of such a mortgage accepts a deed to a LOT in lieu of foreclosure of the mortgage, such acquirer of title, its successors and assigns, shall not be liable for any ASSESSMENTS or for other moneys owed to the ASSOCIATION which are chargeable to the former OWNER of the LOT and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid ASSESSMENTS or other moneys are COMMON EXPENSES collectible from all of the OWNERS, including such acquirer and his successors and assigns. The new OWNER, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the OWNER's LOT. Any person who acquires a LOT, except through foreclosure of a

695 first mortgage as described above, or deed in lieu thereof,
696 including, without limitation, persons acquiring title by sale,
697 gift, devise, operation of law, or by purchase at a judicial or tax
698 sale, shall be liable for all unpaid ASSESSMENTS and other moneys due
699 and owing by the former OWNER to the ASSOCIATION, and shall not be entitled
700 to occupancy of the UNIT or enjoyment of the COMMON AREAS, or of the
701 recreational facilities as same may exist from time to time, until
702 such time as all unpaid ASSESSMENTS and other moneys have been paid in
703 full.

704 Section 7. ASSIGNMENT OF CLAIM AND LIEN RIGHTS. The
705 ASSOCIATION, acting through its BOARD, shall have the right to
706 assign its claim and lien rights for the recovery of any unpaid
707 ASSESSMENTS and any other moneys owed to the ASSOCIATION, to any
708 third party.

709 Section 8. UNPAID ASSESSMENTS CERTIFICATE. Within 15 days after
710 written request by any OWNER or any INSTITUTIONAL LENDER holding or
711 making a mortgage encumbering any LOT, the ASSOCIATION shall provide
712 the OWNER or INSTITUTIONAL LENDER a written certificate as to
713 whether or not the OWNER of the LOT is in default with respect to
714 the payment of ASSESSMENTS or with respect to compliance with the
715 terms and provisions of this DECLARATION, and any person or entity
716 who relies on such certificate in purchasing or in making a
717 mortgage loan encumbering any LOT shall be protected thereby.

718 Section 9. NON-MONETARY DEFAULTS. In the event of a violation
719 by any OWNER or any tenant of an OWNER, or any person residing
720 with them, or their guests or invites, (other than the non-payment
721 of any ASSESSMENT or other moneys) of any of the provisions of this
722 DECLARATION, the ARTICLES, the BY-LAWS or the Rules and Regulations of
723 the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any
724 tenant of the OWNER of the violation, by written notice. If such
725 violation is not cured as soon as practicable and in any event
726 within seven (7) days after such written notice, or if the violation
727 is not capable of being cured within such seven (7) day period, if
728 the OWNER or tenant fails to commence and diligently proceed to
729 completely cure such violation as soon as practicable within seven
730 (7) days after written notice by the ASSOCIATION, or if any similar
731 violation is thereafter repeated, the ASSOCIATION may, at its
732 option:

733 A. Impose a fine against the OWNER or tenant as provided
734 in Section 10 hereof; and/or

735 B. Commence an action to enforce the performance on the
736 part of the OWNER or tenant, or for such equitable relief as may
737 be necessary under the circumstances, including injunctive
738 relief; and/or

739 C. Commence an action to recover damages; and/or

740 D. Take any and all actions reasonably necessary to
741 correct such failure, which action may include, where
742 applicable, but is not limited to, removing any addition,
743 alteration, improvement or change which has not been approved
744 by the ASSOCIATION, or performing any maintenance required to be
745 performed by this DECLARATION.

746 All expenses incurred by the ASSOCIATION in connection with the
747 correction of any failure, plus a service charge of ten (10%) percent
748 of such expenses, and all expenses incurred by the ASSOCIATION in
749 connection with any legal proceedings to enforce this DECLARATION,
750 including reasonable attorneys' fees, shall be assessed against the
751 applicable OWNER, and shall be due upon written demand by the
752 ASSOCIATION. The ASSOCIATION shall have a lien for any such ASSESSMENT
753 and any interest, costs or expenses associated therewith, including
754 attorneys' fees incurred in connection with such ASSESSMENT, and may take
755 such action to collect such ASSESSMENT or foreclose said lien as in
756 the case and in the manner of any other ASSESSMENT as provided
757 above. Any such lien shall only be effective from and after the
758 recording of a claim of lien in the public records of the County in
759 which the PROJECT is located.

760 Section 10. FINES. The amount of any fine shall be determined by
761 the BOARD, and shall not exceed one-third of one month's ASSESSMENT
762 for COMMON EXPENSES for the first offense, two-thirds of one month's
763 ASSESSMENT for COMMON EXPENSES for a second similar offense, and one
764 month's ASSESSMENT for COMMON EXPENSES for a third or a subsequent
765 similar offense. Any fine shall be imposed by written notice to the
766 OWNER or tenant, signed by an officer of the ASSOCIATION, which shall
767 state the amount of the fine, the violation for which the fine is
768 imposed, and shall specifically state that the OWNER or tenant has
769 the right to contest the fine by delivering written notice to the
770 ASSOCIATION within 10 days after receipt of the notice imposing the
771 fine. If the OWNER or tenant timely and properly objects to the fine, the
772 BOARD shall conduct a hearing within 30 days after receipt of the
773 OWNER's or tenant's objection, and shall give the OWNER or tenant
774 not less than 10 days written notice of the hearing date. At the
775 hearing, the BOARD shall conduct a reasonable inquiry to determine
776 whether the alleged violation in fact occurred, and that the fine
777 imposed is appropriate. The OWNER or tenant shall have the right to
778 attend the hearing and produce evidence on his behalf. At the
779 hearing the BOARD shall ratify, reduce or eliminate the fine and
780 shall give the OWNER or tenant written notice of its decision. Any
781 fine levied against an OWNER shall be deemed an ASSESSMENT, and if
782 not paid when due all of the provisions of this DECLARATION relating to
783 the late payment of ASSESSMENTS shall be applicable.

784 Section 11. RESPONSIBILITY OF AN OWNER FOR OCCUPANTS, TENANTS, GUESTS
785 AND INVITES. Each OWNER shall be responsible for the acts and
786 omissions, whether negligent or willful, of any person residing in his

UNIT, and for all guests and invites of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing or the OWNER shall result in any damage to the COMMON OPEN SPACE, or any liability to the ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, or the BY-LAWS, by any resident of any UNIT, or any guest or invitee of an OWNER or any resident of a UNIT, shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

800 *Declaration ARTICLE VII*
801 ANNEXATION

Section 1. Annexation Without Association Approval. Additional lands may be annexed by the Developer in whole or in part without the consent of members within five (5) years of the date of this instrument. The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon the recording in the Public Records of Osceola County, Florida of an amendment hereto properly executed by the Developer and without the consent of the members of the Association. Until such amendment is recorded, no provision of this Declaration shall be effective as to all or any portion of the additional property, nor shall this Declaration constitute a cloud or encumbrance on the title of said additional property.

Section 2. Additions or Modification. Such amendments to the Declaration may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of that portion of the Project or the Undeveloped Parcel which are the subject of such amendments to the Declaration as are not inconsistent with the scheme of this Declaration, as determined by the Developer. Further, such amendments to the Declaration may contain provisions relating to such portion of the Project, or any portions thereof, dealing with, among other things, assessments and the basis thereof, rules and regulations, architectural controls and other provisions consistent with the nature of the development of such Project and pertaining to all or part of such portion to the exclusion of other portions of the Project.

The provisions of this Article VII, Section 2, cannot be amended without the written consent of the Developer, and any amendment of this Article VII, Section 2, without the written consent of the Developer, shall be deemed null and void.

833 Declaration ARTICLE VIII
834 WITHDRAWAL OF PROPERTY

835 Anything herein to the contrary notwithstanding, Developer
836 reserves the absolute right to amend this Declaration at any time,
837 without prior notice and without the consent of any person or
838 entity, for the purpose of removing certain portions of the Project
839 from the provisions of this Declaration, so long as a Unit has not
840 been constructed on said land to be withdrawn, and so long as the
841 land to be withdrawn has not been conveyed to the Association as
842 Common Open Space.

843 Declaration ARTICLE IX
844 PLATTING AND SUBDIVISION RESTRICTIONS

845 As long as there is a Class "B" membership, Developer shall be
846 entitled at any time and from time to time, to plat and/or replat
847 all or any part of the PROJECT, and to file subdivision restrictions
848 and/or amendments thereto with respect to any undeveloped portion or
849 portion(s) of the PROJECT without the consent or approval of LOT
850 OWNERS.

851 Declaration ARTICLE X
852 ARCHITECTURAL CONTROL

853 Section 1. APPROVAL. No building, fence, wall or other
854 structure shall be commenced, erected or maintained upon the
855 properties nor shall any exterior addition or change or alteration
856 therein, including a change of the building exterior paint color, be
857 made within the individual's lot line or property line until the
858 plan and specifications showing the nature, kind, shape, height,
859 materials and location of the same shall have been submitted to and
860 approved in writing as to the harmony of external design and location
861 in relation to the surrounding structures and topography by the
862 BOARD, or by an architectural control committee composed of three (3)
863 or more representatives appointed by the BOARD ("Committee"). In the
864 event said BOARD or its designated Committee fails to approve or
865 disapprove such design and location within forty-five (45) days
866 after said plan and specifications have been submitted to it,
867 approval will not be required and this Article will be deemed to have
868 been fully complied with. Nothing contained herein shall relieve the
869 OWNER from the responsibility of obtaining proper governmental
870 approvals and permits.

871 Section 2. NO LIABILITY. The ASSOCIATION or the designated
872 Committee shall not be liable to any OWNER in connection with the
873 exercise or non-exercise of architectural control hereunder, or the
874 approval or disapproval of any alteration, addition, improvement, or
875 change. Furthermore, any approval of any plans or specifications by

876 the ASSOCIATION or its designated Committee shall not be deemed to
877 be a determination that such plans or specifications or complete
878 or do not contain defects, or in fact meet any standards,
879 guidelines and/or criteria of the ASSOCIATION, or are in fact
880 architecturally or aesthetically appropriate, or comply with any
881 applicable governmental requirements, and the ASSOCIATION or its
882 designated Committee shall not be liable for any deficiency, or any
883 injury resulting from and deficiency, in such plans and
884 specifications.

885 Section 3. REMEDY FOR VIOLATIONS. In the event this Article IX is
886 violated in that alteration, addition, improvement, or change is made
887 without first obtaining the approval of the ASSOCIATION or its
888 designated Committee, or is not made in strict conformance with any
889 approval granted by the
890 ASSOCIATION or its designated Committee, the ASSOCIATION or its
891 designated Committee shall specifically have the right to injunctive
892 relief to require the OWNER to stop, remove and/or alter any
893 alteration, addition, improvement, or change in a manner which
894 complies with the requirements of the ASSOCIATION or its designated
895 Committee, or the ASSOCIATION or its designated Committee may pursue
896 any other remedy available to it. In connection therewith, the
897 ASSOCIATION or its designated Committee shall have the right to enter
898 onto any LOT and make any inspection necessary to determine that the
899 provisions of this paragraph have been complied with. Any action to
900 enforce this Section must be commenced within one (1) year after the
901 date of the violation. The foregoing shall be in addition to any
902 other remedy set forth herein for violations of this DECLARATION.
903 Notwithstanding anything contained within this DECLARATION to the
904 contrary, the ASSOCIATION or its designated Committee shall have the
905 exclusive authority to enforce the provisions of this paragraph.

906 Section 4. ARCHITECTURAL CONTROL VESTED IN DEVELOPER.
907 Notwithstanding the foregoing, so long as DEVELOPER owns any LOT,
908 UNIT, or any portion of the PROJECT, architectural control shall be
909 vested in DEVELOPER and not the ASSOCIATION, and during such period
910 all references contained in the subparagraph to the ASSOCIATION shall
911 be deemed to refer to DEVELOPER provided, however, that at any time
912 DEVELOPER may assign its right of architectural control to the
913 ASSOCIATION by a written assignment.

Declaration ARTICLE XI
USE RESTRICTIONS

Section 1. NO TRADE OR BUSINESS. With the exception of the short term rental of Units, no trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted upon any portion of the PROJECT Or within any LOT or UNIT.

Section 2. LEASES AND SHORT TERM RENTALS. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BY-LAWS. The PROJECT is zoned to permit short term rental of homes. There is no restriction as to the length of the term for a rental or lease agreement.

Section 3. OUTSIDE STORAGE OF PERSONAL PROPERTY. The personal property of any resident of the PROJECT shall be kept inside the resident's UNIT or a fenced or a walled-in yard, except for tasteful patio furniture and other personal property commonly kept outside.

Section 4. PORTABLE AND TEMPORARY BUILDINGS. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, without the prior written consent of the ASSOCIATION.

Section 5. GARBAGE AND TRASH. Each OWNER shall regularly pick up all garbage, trash, refuse or rubbish on the OWNER's LOT. Garbage, trash, refuse or rubbish that is required to be placed at the front of the LOT in order to be collected may be placed and kept at the front of the LOT after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a UNIT or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

Section 6. VEHICLE PARKING. No truck or van with more than a three-quarter ton capacity, no house or travel trailer, motor home, camper, boat or boat trailer shall be parked in the Project except that any of the above may be parked in a garage so long as the garage door is kept in a fully closed position while the vehicle is in said garage, and boats with an overall length of under 24 feet may be parked in the fenced rear/side yard of a Unit and must be on a boat trailer. The term "commercial vehicle" shall include, but not be limited to all automobiles, trucks and vehicular equipment including station wagons which bear signs or shall have printed on the sides of same, reference to any commercial undertaking or enterprise. Trucks or vans with over a three-quarter ton capacity, in the process of loading or unloading shall not be considered parked so long as they are not kept in the PROJECT overnight, however,

959 temporary overnight parking is permitted in the PROJECT for public
960 emergency and public on-call vehicles. Except as set forth above, no
961 vehicle of any kind shall be parked in the COMMON OPEN SPACE or on
962 any part of any LOT except in the driveway or garage.

963 Section 7. PETS. No animals, livestock or poultry of any kind
964 shall be permitted within the PROJECT except for common household
965 domestic pets. Any pet must be carried or kept on a leash when outside of
966 a UNIT or fenced in area. No pet shall be kept outside of a UNIT
967 unless someone is present in the UNIT. Any pet must not be an
968 unreasonable nuisance or annoyance to other residents of the
969 PROJECT. Any resident shall pick up and remove any solid animal
970 waste deposited by his pet on the PROJECT, except for designated pet-
971 walk areas, if any. No commercial breeding of pets is permitted
972 within the PROJECT. The ASSOCIATION may require any pet to be
973 immediately and permanently removed from the PROJECT due to a violation
974 of this paragraph.

975 Section 8. AIR CONDITIONING UNITS. Only central air conditioning
976 units are permitted, and no window, wall, or portable air
977 conditioning units are permitted.

978 Section 9. FENCES. Fences will be no more than six (6') feet in height
979 and may be erected in the rear yard only. Fences may be wood-stained
980 only. Painted fences are not permitted. This section is amended: see page
981 69

982 "Section 9. FENCES. Fences will be no more than
983 six
984 (6) Feet in height: however, any homesites
985 which are adjacent to or border the lakes or
986 ponds within
987 the community will be permitted to erect fences no
988 more
989 than four feet (4') in height so that the view of the
990 water is
991 not blocked from any other homeowner. Fences
992 may be
993 erected in the rear yard only. No fence may be
994 painted,
995 but may be wood-stained."

996 Section 10. CLOTHESLINES AND OUTSIDE CLOTHES DRYING. No
997 clothesline or clothes pole shall be erected, and no outside clothes
998 drying is permitted, except where such activity is advised or mandated
999 by governmental authorities for energy conservation purposes, in which
1000 event the ASSOCIATION shall have the right to approve the portions of
1001 any LOT used for outdoor clothes drying purposes and the types of
1002 devices to be employed in this regard, which approval must be in
1003 writing.

1004 Section 11. NUISANCES. No nuisance shall be permitted within the
1005 PROJECT, and no use or practice which is an unreasonable source of
1006 annoyance to the residents within the PROJECT or which shall
1007 interfere with the peaceful possession and proper use of the
1008 PROJECT by its residents shall be permitted. No unreasonably

1009 offensive or unlawful action shall be permitted and all laws, zoning
1010 ordinances and regulations of all controlling governmental
1011 authorities shall be complied with at all times by the OWNERS.

1012 Section 12. OUTSIDE ANTENNAS. No outside signal receiving or
1013 sending antennas, dishes or devices are permitted. The foregoing
1014 shall not prohibit any antenna or signal receiving dish owned by the
1015 ASSOCIATION which services the entire PROJECT.

1016 Section 13. SIGNS. No signs, except "For Sale" or "For Lease"
1017 signs not larger than 18 inches by 24 inches, shall be placed upon
1018 any LOT, and no signs shall be placed in or upon any UNIT.

1019 Section 14. WINDOW TREATMENTS. Window treatments shall consist
1020 of drapery, blinds, decorative panels, or other tasteful window
1021 covering, and no newspaper, aluminum foil, sheets or other temporary
1022 window treatments are permitted, except for periods not exceeding
1023 one (1) week after an OWNER or tenant first moves into a UNIT or
1024 when permanent window treatments are being cleaned or repaired.

1025 Section 15. SURFACE WATER MANAGEMENT. No OWNER or any other
1026 person shall do anything to adversely affect the surface water
1027 management and drainage of the PROJECT without the prior written
1028 approval of the ASSOCIATION and any controlling governmental authority,
1029 including but not limited to, the excavation or filling in of any lake
1030 or any portion of the PROJECT, provided the foregoing shall not be
1031 deemed to prohibit or restrict the initial construction of
1032 improvements upon the PROJECT by DEVELOPER or by the developer of
1033 any portion of the PROJECT in accordance with permits issued by
1034 controlling governmental authorities.

1035 Section 16. WELLS AND SEPTIC TANKS. No individual wells will be
1036 permitted on any LOT within this PROJECT, and no individual septic tanks
1037 will be permitted on any LOT within this PROJECT. This
1038 restriction will be enforceable as long as the water services and
1039 sewage disposal are in operation, satisfactorily servicing each LOT
1040 on which a completed building is located in said PROJECT in
1041 accordance with the standard requirements as provided for by the
1042 State Board of Health Regulations and the charge for said services,
1043 as set forth in the rate schedule in the third Party Beneficiary
1044 Agreement placed of record, covering said utilities, is not in excess
1045 of the amounts provided for therein or as modified and changed in
1046 accordance with legal procedure in the future.

1047 Section 17. OIL AND MINING OPERATIONS. No oil drilling, oil
1048 development operations, oil refining, quarrying or mining
1049 operations of any kind shall be permitted upon or in any LOT, nor
1050 shall oil wells, tanks, tunnels, mineral excavations or shafts be
1051 permitted upon or in any LOT. No derrick or other structure designed
1052 for use in boring for oil or natural gas shall be erected,
1053 maintained or permitted on any LOT.

1054 Section 18. VISIBILITY IN CORNER LOTS. Notwithstanding anything to
1055 the contrary in these restrictions, no obstruction to visibility at
1056 street intersections shall be permitted and such visibility
1057 clearances shall be maintained as required by the Department of Public
1058 Works.

1059 Section 19. BARBECUES. Barbecues may be located or permitted upon
1060 the back patio or yard of a Unit and upon such portions of the
1061 COMMON OPEN SPACE as are, from time to time, designated by the
1062 ASSOCIATION; provided, however, that barbecuing shall be subject to
1063 such rules and regulations as may be promulgated from time to time by
1064 the BOARD.

1065 Section 20. REMOVAL OF SOD AND SHRUBBERY; ADDITIONAL PLANTING. No
1066 sod, topsoil, trees or shrubbery shall be removed from the PROJECT, no
1067 change in the elevation of such areas shall be made and no change in
1068 the condition of the soil or the level of the land of such areas
1069 shall be made which results in any permanent change in the flow
1070 and drainage of surface water which the BOARD, in its sole
1071 discretion, considers detrimental; provided, however, that OWNERS
1072 may place additional plants, shrubs or trees upon their respective
1073 LOTS subject to approval by the BOARD or its appointed Architectural
1074 Control Committee.

1075 Section 21. INCREASES IN INSURANCE RATES. No OWNER may take any
1076 action which will result in an increase in the rate of any insurance
1077 policy or policies covering any portion of the PROJECT.

1078 Section 22. CASUALTIES. In the event that a UNIT or any part
1079 thereof is destroyed by casualty or otherwise, or in the event any
1080 improvements upon the COMMON OPEN SPACE are damaged or destroyed by
1081 casualty or otherwise, the OWNER thereof or the ASSOCIATION, as the
1082 case may be, shall promptly clear all debris resulting therefrom and
1083 (subject to the duties and obligations of the ASSOCIATION) commence
1084 either to rebuild or repair the damaged improvements in accordance
1085 with the terms and provisions of this DECLARATION.

1086 Section 23. RECONSTRUCTION. Any repair, rebuilding or
1087 reconstruction on account of casualty or other damage to any COMMON
1088 OPEN SPACE or any part or parts thereof, shall be substantially in
1089 accordance with the plans and specifications for such property and
1090 areas as originally constructed or with new plans and specifications
1091 approved by the BOARD or its appointed Committee. Any repair,
1092 rebuilding or reconstruction on account of casualty or other
1093 damage to any UNIT or any part or parts thereof shall be
1094 substantially in accordance with the plans and specifications for
1095 such property and areas as originally constructed or the new plans and
1096 specifications approved by the BOARD or its appointed Committee, and the
1097 OWNER of such UNIT.

1098 Section 24. RULES AND REGULATIONS. The ASSOCIATION may adopt
1099 additional reasonable rules and regulations relating to the use and
1100 maintenance of the PROJECT, and rules and regulations relating to
1101 the recreational facilities within the PROJECT may be posted at such
1102 recreational facilities. Copies of such rules and regulations and
1103 amendments shall be furnished by the ASSOCIATION to an OWNER upon
1104 request.

1105 Section 25. WAIVER. The ASSOCIATION shall have the right to waive
1106 the application of one or more of these restrictions, or to permit a
1107 deviation from these restrictions, as to any LOT where, in the
1108 discretion of the BOARD, circumstances exist which justify such
1109 waiver or deviation. In the event of any such waiver or permitted
1110 deviation, or in the event any party fails to enforce any violation
1111 of these restrictions, such actions or inactions shall not be
1112 deemed to prohibit or restrict the right of the ASSOCIATION, or any
1113 other person having the right to enforce these restrictions, from
1114 insisting upon strict compliance with respect to all other LOTS,
1115 nor shall any such actions be deemed a waiver of any of the
1116 restrictions contained herein as same may be applied in the future.
1117 Notwithstanding the foregoing, so long as DEVELOPER owns any LOT, if
1118 any waiver or deviation of any restriction requires the consent of
1119 the ASSOCIATION, such consent shall be obtained from DEVELOPER and
1120 not from the ASSOCIATION, unless DEVELOPER voluntarily relinquishes
1121 this right at an earlier date.

1122 Section 26. EXCEPTIONS. The foregoing use and maintenance
1123 restrictions shall not apply to DEVELOPER, or to any portion of the
1124 PROJECT while owned by DEVELOPER, or to the UNDEVELOPED PARCEL, and shall
1125 not be applied in a manner which would prohibit or restrict the
1126 development of any portion of the PROJECT and the construction of any
1127 UNITS and other improvements thereon, or any activity associated with
1128 the sale of any new UNITS by DEVELOPER. Specifically, and without
1129 limitation, DEVELOPER shall have the right to: (I) construct any
1130 buildings or improvements within the PROJECT, and make any additions,
1131 alterations, improvements, or changes thereto; (ii) maintain
1132 customary and usual sales, general office and construction operations
1133 on the PROJECT: (iii) place, erect or construct portable, temporary
1134 or accessory buildings or structures upon the PROJECT for sales,
1135 construction, storage or other purposes; (iv) temporarily deposit,
1136 dump, accumulate materials, trash, refuse and rubbish in connection
1137 with the development or construction of the PROJECT; and (v) post,
1138 display, inscribe or affix to the exterior of a UNIT or upon the
1139 PROJECT, signs and other materials used in developing, constructing,
1140 selling or promoting the PROJECT.

Declaration ARTICLE XII
GENERAL PROVISIONS

Section 1. ENFORCEMENT. In addition to any other remedies set forth herein and permitted by law, this DECLARATION may be enforced by DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION, including attorneys' fees at both trial and appellate levels, shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this DECLARATION. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees at both trial and appellate levels.

Section 2. CONFLICT WITH ARTICLES OR BY-LAWS. In the event of any conflict between the ARTICLES and the BY-LAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BY-LAWS, in that order, shall control.

Section 3. SPECIAL PROVISIONS REGARDING CABLE TELEVISION. DEVELOPER reserves and shall have the right to grant a private cable television company an easement to provide cable television service to all of the UNITS within the PROJECT, on such terms and conditions as DEVELOPER may reasonably desire, provided however that the services charged by the cable company shall not be unreasonably compared to other cable television companies providing cable television in the county in which the PROJECT is located. In connection with such cable television services, the applicable agreement with the cable company may require each UNIT OWNER to subscribe for, at a minimum, basic cable television services offered by the cable company, and to pay such services either directly to the cable television company, or to the ASSOCIATION. Any cable television agreement shall give each UNIT OWNER the right to elect not to subscribe to cable television in which case that UNIT OWNER'S assessment will be lowered if it includes an amount for cable television. The cable television agreement may also give the UNIT OWNERS the option to subscribe to additional channels or services in addition to the basic cable television service for an additional fee to be determined by the cable television company from time to time. When DEVELOPER no longer

1187 elects any member of the ASSOCIATION, thereafter all rights of DEVELOPER
1188 as set forth in this paragraph may be exercised by the ASSOCIATION.

1189 Section 4. AUTHORITY OF ASSOCIATION AND DELEGATION. Nothing
1190 contained in this DECLARATION shall be deemed to prohibit the BOARD
1191 from delegating to any one of its members, or to any officer, or to
1192 any committee or any other person, any power or right granted to the
1193 BOARD by this DECLARATION including, but not limited to, the right to
1194 exercise architectural control and to approve any deviation from any
1195 use restriction, and the BOARD is expressly authorized to so delegate
1196 any power or right granted by this DECLARATION.

1197 Section 5. PERFORMANCE OF ASSOCIATION'S DUTIES BY DEVELOPER.
1198 DEVELOPER shall have the right from time to time, at its sole
1199 discretion, to perform at DEVELOPER'S expense the duties and
1200 obligations required hereunder to be performed by the ASSOCIATION, and
1201 in connection therewith to reduce the budget of the ASSOCIATION and
1202 the ASSESSMENTS for COMMON EXPENSES payable by the OWNER, provided
1203 however that any such performance on the part of DEVELOPER may be
1204 discontinued by DEVELOPER at any time, and any such performance shall
1205 not be deemed to constitute a continuing obligation on the part of
1206 DEVELOPER.

1207 Section 6. DISCLOSURE. There is a business which operates under
1208 the name of Bass Kennels, located on the west side of Bass Road,
1209 adjacent to the Property. The kennels allow dog runs and other
1210 activities pertinent to the keeping of dogs on the property.

1211 Section 7. AIRPORT AVIGATION EASEMENT. The Kissimmee Municipal
1212 Airport is located approximately one-half ($\frac{1}{2}$) mile southeast of the
1213 Project and adverse noise from airport operations could be
1214 experienced. The Developer has granted an avigation easement and
1215 right-of-way permitting the over-flight of aircraft in the air space
1216 over this PROJECT.

1217 Section 8. ACTIONS AGAINST DEVELOPER. The ASSOCIATION shall not
1218 institute any legal proceedings against DEVELOPER without the consent
1219 of 75% of the votes of the OWNERS.

1220 Section 9. SEVERABILITY. Invalidation of any one of these
1221 covenants or restrictions by judgment or court order shall in no way
1222 affect any other provisions which shall remain in full force and
1223 effect.

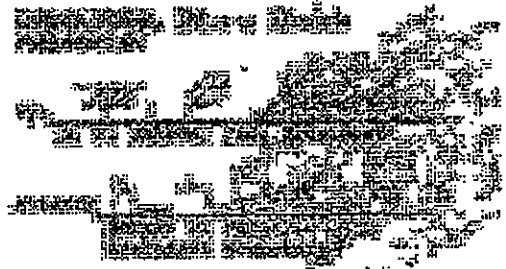
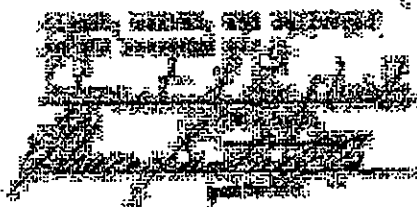
1224 Section 10. AMENDMENT. The covenants and restrictions of this
1225 Declaration shall run with and bind the land for a term of thirty
1226 (30) years from the date this Declaration is recorded, after which
1227 time they shall be automatically extended for successive periods of
1228 ten (10) years. This Declaration may be amended during the first
1229 thirty (30) year period by an instrument signed by the OWNERS of
1230 seventy-five percent (75%) or more of the LOTS, and thereafter by an

1231 instrument signed by the OWNERS of sixty-six and two-thirds percent
1232 (66-2/3%) or more of the LOTS. Notwithstanding the above, any
1233 amendment affecting the maintenance provisions hereof or the lien for
1234 such maintenance must be approved by the County Attorney of Osceola
1235 County, Florida. Any Amendment must be recorded.

1236 Section 11. FHA/VA APPROVAL. As long as there is Class B
1237 Membership, the following actions will require the prior approval of
1238 the Federal Housing Administration or the Veterans Administration:
1239 (a) ANNEXATION of properties not part of the UNDEVELOPED PARCEL, (b)
1240 dedication of COMMON OPEN SPACE, © mergers and consolidations, (d)
1241 mortgaging of COMMON OPEN SPACE, (e) except as set forth in Section
1242 8(b) hereof, an amendment of this Declaration, and (f) dissolution
1243 of the ASSOCIATION.

1244 Section 12. DEVELOPER AMENDMENT PRIVILEGE. Notwithstanding
1245 anything to the contrary set forth in Sections 8 and 9 of this
1246 Article XI, the DEVELOPER may amend any provision of this DECLARATION
1247 without the approval or joinder of the OWNERS or the ASSOCIATION, if
1248 required to do so by the Federal National Mortgage Association, the
1249 Federal Housing Administration, the Veterans Administration or any
1250 other similar governmental institutional lender which desires to hold
1251 a mortgage on all or any part of the PROJECT.

1252 IN WITNESS WHEREOF, the undersigned, being the DEVELOPER herein,
1253 has hereunto executed this Declaration this 18th day March, 1993



1254

1255 STATE OF FLORIDA COUNTY OF
1256 DADE

1257 THE FOREGOING DECLARATION was acknowledged before me this 18th day
1258 of March, 1993, by M. E. Saleda and Morris J. Watsky, Vice
1259 President and Assistant Secretary of Lennar Homes, Inc.,
1260 respectively, who stated that they executed the instrument as
1261 their own free act and deed on behalf of the Corporation. They
1262 are personally known to and did not take an oath.

Janet S English
Notary Public, State of Florida
My Commission Expires:



1263

1264

LEGAL DESCRIPTION:

1265 THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 25 SOUTH,
1266 RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; LYING WEST OF SHINGLE CREEK,
1267 LESS THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHWEST CORNER OF
1268 SECTION 19, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA;
1269 RUN NORTH 00'09'S9' EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4
1270 OF SAID SECTION 19, A DISTANCE OF 1721.69 FEET TO THE POINT OF
1271 BEGINNING; SAID POINT BEING NORTH 89'22'40' WEST, A DISTANCE OF 36.59
1272 FEET FROM THE SOUTHWEST CORNER OF WATERFORD AS RECORDED IN PLAT BOOK
1273 6, PAGE 150 OF THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA;
1274 THENCE CONTINUE NORTH 00'09'S9" EAST ALONG SAID WEST LINE OF THE
1275 SOUTHWEST 1/4, A DISTANCE OF 893.01 FEET TO THE NORTHWEST CORNER
1276 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE RUN SOUTH 89'22'40"
1277 EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19,
1278 A DISTANCE OF 510.00 FEET TO A POINT AT THE NORTHEAST CORNER OF
1279 AFORESAID WATERFORD; SAID POINT BEING ON THE WEST FLOODWAY LINE OF
1280 SHINGLE CREEK; THENCE RUN ALONG THE EAST LINE OF SAID WATERFORD AND
1281 SAID FLOODWAY LINE THE FOLLOWING COURSES: SOUTH 00'09'S9" WEST, A
1282 DISTANCE OF 235.00 FEET; SOUTH 03'01'47" WEST, A DISTANCE OF
1283 200.17 FEET; SOUTH 08'21'15 EAST, A DISTANCE OF 202.47 FEET;
1284 SOUTH 16'29'41' EAST, A DISTANCE OF 209.26 FEET; SOUTH 23'59'03"
1285 EAST, A DISTANCE OF 63.81 FEET TO A POINT; SAID POINT BEING THE
1286 SOUTHEAST CORNER OF SAID WATERFORD; THENCE DEPARTING SAID FLOODWAY
1287 LINE, RUN NORTH 89'22'40' WEST ALONG THE SOUTH LINE OF SAID
1288 WATERFORD; A DISTANCE OF 616.12 FEET TO THE POINT OF BEGINNING.


1289 AND LESS THE FOLLOWING FOR BASS ROAD RIGHT OF WAY:

1290 BEGIN AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 25 SOUTH, RANGE
1291 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00'09'S9' EAST
1292 ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A
1293 DISTANCE OF 1721.69 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE
1294 OF THE SOUTHWEST 1/4, RUN SOUTH 89'22'40" EAST, A DISTANCE OF
1295 36.59 FEET TO A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF
1296 WATERFORD AS RECORDED IN PLAT BOOK 6, PAGE 150 OF THE PUBLIC
1297 RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 00'23'09'
1298 WEST, A DISTANCE OF 1721.88 FEET TO A POINT ON THE SOUTH LINE OF
1299 SAID SECTION 19; THENCE RUN NORTH 88'56'09" WEST ALONG SAID SOUTH
1300 LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

1301 CONTAINING 71.8 ACRES, MORE OR LESS.

1302 SUBJECT TO EASEMENTS, RIGHTS OF WAY AND Restrictions OF RECORD, IF ANY.

State of Florida



Department of State

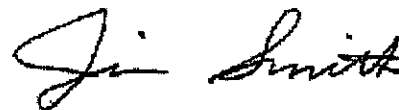
I certify the attached is a true and correct copy of the Articles of Incorporation of COUNTRY CREEK ESTATES ASSOCIATION, INC., a Florida corporation, filed on December 18, 1992, as shown by the records of this office.

The document number of this corporation is N92000000861.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-first day of December, 1992



GR2EO22 (2-91)



Jim Smith
Secretary of State

1304

ARTICLES OF INCORPORATION

1305

Of

1306

COUNTRY CREEK ASSOCIATION, INC.

1307

Pursuant to the provisions of Chapters 617, Florida Statutes, we, the

1308

undersigned persons competent to contract, acting as incorporators of a

1309

corporation not-for-profit, hereby adopt the following Articles of

1310

Incorporation:

1311

INCORPORATION ARTICLE I

1312

NAME

1313

The name of the corporation is the COUNTRY CREEK ESTATES ASSOCIATION,

1314

INC., hereinafter referred to as the "Association".

1315

INCORPORATION ARTICLE II

1316

PRINCIPAL OFFICE AND MAILING ADDRESS

1317

The principal office and mailing address of the Association is 700

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N.W. 107 Avenue, Miami, Florida 33172.

1319

INCORPORATION ARTICLE III

1320

REGISTERED AGENT

1321

MORRIS J. WATSKY, whose address is 700 N.W. 107 Avenue, Miami,

1322

Florida 33172, is hereby appointed the initial registered agent of this

1323

Association.

1324

INCORPORATION ARTICLE IV

1325

PURPOSE AND POWERS OF THE ASSOCIATION

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This Association does not contemplate pecuniary gain or profit to

1327 the members thereof, and the specific purposes for which it is formed
1328 are to provide for maintenance and preservation of the Common Open
1329 Spaces, and the architectural control of the residence Lots (all as
1330 defined in the Declaration referred to hereinafter) within that certain
1331 tract of property known as COUNTRY CREEK ESTATES, and to promote the
1332 health, safety and welfare of the residents within the above described
1333 property and any additions thereto as may hereafter be brought within the
1334 jurisdiction of this Association, and in furtherance of these
1335 purposes, to:

1336 (a) exercise all of the powers and privileges and to perform
1337 all of the duties and obligations of the Association as set forth in that
1338 certain Declaration hereinafter and above called the "Declaration",
1339 applicable to the property and recorded or to be recorded in the office
1340 of the Clerk of the Circuit Court of Osceola County, Florida, and as the
1341 same may be amended from time to time as therein provided, said
1342 Declaration being incorporated herein as if set forth at length;

1343 (b) fix, levy, collect and enforce payment of, by any lawful
1344 means, all charges or assessments pursuant to the terms of the
1345 Declaration; to pay all expenses in connection therewith and all office
1346 and other expenses incident to the conduct of the business of the
1347 Association, including all licenses, taxes or governmental charges
1348 levied or imposed against the property of the Association;

1349 © acquire (by gift, purchase or otherwise), own, hold, improve,

1350 build upon, operate, maintain, convey, sell, lease, transfer, dedicate
1351 for public use or otherwise dispose of real or personal property in
1352 connection with the affairs of the Association;

1353 (d) borrow money, and with the assent of two-thirds (2/3) of each
1354 class of members, mortgage, pledge, deed in trust, or hypothecate any or
1355 all of its real or personal property as security for money borrowed or
1356 debts incurred;

1357 (e) dedicate, sell or transfer all or any part of the Common Open
1358 Space to any Public Agency or authority or utility for such purposes and
1359 subject to such conditions as may be provided in the Declaration;

1360 (f) participate in mergers and consolidation with other non-profit
1361 corporations organized for the same purposes or annex additional
1362 residential property and Common Open Space, provided that any such merger,

1363 consolidation or annexation shall have the assent of two-thirds (2/3) of
1364 each class of members;

1365 (g) have and to exercise any and all powers, rights and privileges
1366 which a corporation organized under Chapter 617, Florida Statutes, by
1367 law may now or hereafter have and exercise.

1368 ***INCORPORATION ARTICLE V***

1369 **MEMBERSHIP**

1370 Each Lot which is subject by covenants of record to assessment by
1371 the Association shall have appurtenant thereto a membership in the
1372 Association, which membership shall be held by the person or entity, or
1373 in common by the persons or entities, owning such unit, except that no
1374 person or entity holding an interest or title to a unit as security
1375 for performance of an obligation shall acquire the membership
1376 appurtenant to such Lot by virtue of such interest or title. In no
1377 event may any membership be severed from the Lot to which it is
1378 appurtenant.

1379 ***INCORPORATION ARTICLE VI***

1380 **VOTING RIGHTS**

1381 The Association shall have two classes of voting membership:
1382 Class A. Class A members shall be all Owners with the exception
1383 of the Developer and shall be entitled to one vote for each Lot
1384 owned. When more than one (1) person holds an interest in any Lot, all
1385 such persons shall be members. The vote for such Lot shall be
1386 exercised as they among themselves determine, but in no event shall
1387 more than one vote be cast with respect to any Lot.

1388 Class B. Class B member(s) shall be the Developer (as defined in

1389 the Declaration), and shall be entitled to three (3) votes for each Lot
1390 owned. The Class B membership shall cease and be converted to Class
1391 A membership on the happening of either of the following events,
1392 whichever occurs earlier:

- 1393 (a) when the total votes outstanding in the Class A membership
1394 equal the total votes outstanding in the Class B membership;
1395 or (b) on December 31, 2000.

1396 *INCORPORATION ARTICLE VII*

1397 BOARD OF DIRECTORS

1398 The affairs and property of this corporation shall be managed and
1399 governed by a Board of Directors composed of not less than three (3)
1400 nor more than nine (9) persons. The first Board of Directors shall
1401 have three (3) members, and in the future the number will be determined
1402 from time to time in accordance with the provisions of the By-Laws of
1403 the corporation. The number of Directors on the Board of Directors
1404 shall always be an odd number.

1405 The names and addresses of the persons who are to act in the
1406 capacity of Directors until the selection of their successors are:

1407	<u>NAME</u>	<u>ADDRESS</u>
	KATHY BARTER	1110 Douglas Avenue, Suite 3000
	1409	Altamonte Springs, Florida 32714
	WILLIAM M. MOORE	1110 Douglas Avenue, Suite 3000
	1411	Altamonte Springs, Florida 32714
	ANDREA BRACKIN	1110 Douglas Avenue, Suite 3000
	1413	Altamonte Springs, Florida 32714

1414 At the first annual meeting following the cessation of the Class B

1415 membership, the Members shall elect two (2) directors for a term of one
1416 (1) year, two (2) directors for a term of two (2) years, and one (1)
1417 director for a term of three (3) years. The Candidate receiving the
1418 largest number of votes shall serve as director for three (3) years; the
1419 two candidates receiving the second and third largest vote shall serve as
1420 directors for two (2) years; and the two (2) candidates receiving the
1421 fourth and fifth largest vote shall serve as directors for one (1)
1422 year. At each annual meeting thereafter, the members shall elect the
1423 appropriate number of directors for a term of three (3) years.

1424 *INCORPORATION ARTICLE VIII*

1425 OFFICERS

1426 The officers of this Association shall be a President and a Vice
1427 President, who shall at all times be members of the Board of Directors;
1428 a Secretary, a Treasurer, and such officers as the Board may from time to
1429 time by resolution create. The election of officers shall take place
1430 at the first meeting of the Board of Directors which shall follow each
1431 annual meeting of members. The names of the officers who are to serve
1432 until the first election of appointments are:

1433 PRESIDENT KATHY B. HARTER

1434 VICE PRESIDENT WILLIAM M. MOORE

1435 SECRETARY ANDREA BRACKEN

1436 TREASURER ANDREA BRACKIN

1437

INCORPORATION ARTICLE IX

1438

INDEMNIFICATION OF OFFICERS AND DIRECTORS

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A. The Association hereby indemnifies any Director or Officer

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made a party or threatened to be made a party to any threatened,

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pending or completed action, suit or proceeding;

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1. Whether civil, criminal, administrative, or investigative,

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other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a

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judgment in its favor by reason of his being or having been a Director

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or officer of the Association, or by reason of his being or having been

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a Director, officer, employee or agent of any other corporation,

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partnership, joint venture, trust or other enterprise which he served at

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the request of the Association, against the reasonable expenses,

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including solely for this reason, or solely because the Director or

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officer is present at or participates in the meeting of the Board of

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committee thereof which authorized the contract or transaction, or solely

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because his or their votes are counted for such purpose. No Director or

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officer of the Association shall incur liability by reason of the fact

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that he is or may be interested in any such contract or transaction.

1474 B. Interested Directors may be counted in determining the
1475 presence of a quorum at a meeting of the Board of Directors or of a
1476 committee which authorized the contract or transaction.

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INCORPORATION ARTICLE X

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BY-LAWS

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By-Laws shall be initially adopted by the Board of Directors after which these By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

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INCORPORATION ARTICLE XI

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AMENDMENTS

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Proposals for the alteration, amendment or recession of these Articles of Incorporation may be made by any member of the Board of Directors or twenty five percent (25%) of the voting members. Amendment of these Articles of Incorporation shall require the assent of not less than sixty-seven percent (67%) of the total number of votes in each class membership.

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INCORPORATION ARTICLE XII

1492

DISSOLUTION

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The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3) of the total number of votes in each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar

1502 purposes. Any action under this Article is subject to the procedures
1503 and requirements of Florida Statute 617.05.

1504 *INCORPORATION ARTICLE XIII*

1505 DURATION

1506 The corporation shall exist perpetually.

1507 *INCORPORATION ARTICLE XIV*

1508 SUBSCRIBERS

1509 The name and address of the subscriber is as follows:

1510	<u>NAME</u>	<u>ADDRESS</u>
1511	Morris J. Watsky	700 N. W. 107 Avenue Miami, Florida 33172

1512

1513 *INCORPORATION ARTICLE XV*

1514 FHA AND VA APPROVAL

1515 As long as there is a Class B membership, the following actions
1516 will require the prior approval of either HUD or the Veterans
1517 Administration when either of subject entities has an interest: (I)
1518 annexation of additional properties, (ii) mergers and
1519 consolidations, (iii) mortgaging or dedication of the Common Areas,
1520 or (iv) dissolution and amendment of these Articles.

1521 IN WITNESS WHEREOF, for the purpose of forming this corporation
1522 under the laws of the State of Florida, the undersigned,
1523 constituting the Incorporator of this Association, has executed
1524 these Articles of Incorporation this 17th day of December, 1992.

1525


MORRIS J. WATSKY

1526

1527 STATE OF FLORIDA COUNTY OF
1528 DADE

1529 I HEREBY CERTIFY that on this day personally appeared before me,

1552

BY-LAWS

1553

OF

1554

COUNTRY CREEK ESTATES HOMEOWNERS ASSOCIATION, INC.

1555

BY-LAWS ARTICLE I

1556

NAME AND LOCATION

1557

The name of the corporation is the COUNTRY CREEK ESTATES

1558

HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit,

1559

hereinafter referred to as the "Association". The principal

1560

office of the corporation shall be located at 700 N. W. 107

1561

Avenue, Miami, Florida 33172, but meetings of members and

1562

directors may be held at such places within the State of Florida,

1563

County of Dade, as may be designated by the Board of Directors.

1564

BY-LAWS

1565

ARTICLE II

1566

DEFINITIONS

1567

Defined terms in the Declaration referred to in the Articles of

1568

Incorporation of this Association (hereinafter referred to as

1569

the "Declaration") are herein used as therein defined.

1570

BY-LAWS Article III

1571

MEETING OF MEMBERS

1572

Section 1. Annual Meetings. The first annual meeting of the

1573

members shall be held within one (1) year from the date of

1574

incorporation of the Association, and each subsequent regular

1575

annual meeting of the members shall be held on the same day of the

1576

same month of each year thereafter, at an hour to be determined by

1577

the Association. If the day for the annual meeting of the members

1578 is a legal holiday, the meeting will be held on the first day
1579 following which is not a legal holiday. The first meeting of the
1580 Board of Directors of the Association shall be held immediately
1581 succeeding the annual meeting of members.

1582

BY-LAWS ARTICLE IV

1583 BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

1584 Section 1. Number. The affairs of this Association shall be
1585 managed and governed by a Board of Directors composed of not less
1586 than three (3) nor more than nine (9) persons. The number of Directors
1587 on the Board of Directors shall always be an odd number. The first
1588 Board of Directors shall have three (3) members, who need not be
1589 members of the Association.

1590 Section 2. Term of Office. At the first annual meeting following
1591 the cessation of the Class B Membership, the Members shall elect two
1592 (2) directors for a term of one (1) year, two (2) directors for a term
1593 of two (2) years and one director for a term of three (3) years. The
1594 candidate receiving the largest number of votes shall serve as
1595 director for three (3) years, the two candidates receiving the second
1596 and third largest vote shall serve as directors for two (2) years;
1597 and the two candidates receiving the fourth and fifth largest vote
1598 shall serve as directors for one year. At each annual meeting
1599 thereafter the members shall elect the appropriate number of directors
1600 for a term of three (3) years.

1601 Section 3. Removal. Any director may be removed from the Board,
1602 with

1602 or without cause, by a majority vote of the members of the
1603 Association. In
1604 the event of death, resignation or removal of a director, his
1605 be selected by the remaining members of the Board and shall serve for
1606 the unexpired term of his predecessor.

1609 Section 4. Compensation. No director shall receive compensation
1610 for any service he may render to the Association. However, any
1611 director may be reimbursed for his actual expenses incurred in the
1612 performance of his duties.

1613 Section 5. Action Taken Without a Meeting. The directors
1614 shall have the right to take any action in the absence of a
1615 meeting which they could take at a meeting by obtaining the
1616 written approval of all of the directors. Any action so approved
1617 shall have the same effect as though taken at a meeting of the
1618 directors.

1619 **BY-LAWS ARTICLE V**

1620 NOMINATION AND ELECTION OF DIRECTORS

1621 Section 1. Nomination. Nomination for election to the Board of
1622 Directors shall be made by a Nominating Committee. Nominations
1623 may also be made from the floor at the annual meeting. The
1624 Nominating Committee shall consist of a Chairman, who shall be a
1625 member of the Board of Directors, and two or members of the
1626 Association. The Nominating Committee shall be appointed by the
1627 Board of Directors prior to each annual meeting of the members, to

1628 serve from the close of such annual meeting until the date of the
1629 next annual meeting and such appointment shall be announced at each

1630 annual meeting. The Nominating Committee shall made as many nominations for
1631 election to the Board of Directors as it shall in

1632 its discretion determine, but not less than the number of vacancies that are to
1633 be filled. Such nominations may be made from among members or non-members.

1634 Section 2. Election. Election to the Board of Directors shall
1635 be by secret written ballot. At such election the members or
1636 their proxies may cast, with respect to each vacancy, as many
1637 votes as they are entitled to exercise under the provisions of
1638 the Declaration. The persons receiving the largest number of
1639 votes shall be elected. Cumulative voting is not permitted.

1640 ***BY-LAWS ARTICLE VI***

1641 MEETINGS OF DIRECTORS

1642 Section 1. Regular Meetings. Regular MEETINGS, of the Board of
1643 Directors shall be held monthly without notice, at such place and
1644 hour as may be fixed from time to time by resolution of the Board.
1645 Should said meeting fall upon a legal holiday, then that meeting
1646 shall be held at the same time on the next day which is not a legal
1647 holiday.

1648 Section 2. Special Meetings. Special meetings of the Board of
1649 Directors shall be held when called by the President of the
1650 Association or by any two directors, after not less than three (3)
1651 days notice to each director.

1652 Section 3. Quorum. A majority of the number of directors
1653 shall constitute a quorum for the transaction of business.
1654 Every act done, or decision made by a majority of the directors
1655 present at duly held meetings at which a quorum is present shall be
1656 regarded as an act of the Board.

1657

BY-LAWS ARTICLE VII

1658

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1659

Section 1. Powers. The Board of Directors shall have power to:

1660

(a) adopt and publish rules and regulations governing the use of the Private Drives and Common Open Spaces, and the personal conduct of the members and their guests, thereon and to establish penalties for the infraction thereof;

1664

(b) suspend the voting rights of, and the right to the use of, the common facilities of a member during any period in which such member shall be in default in the payment of assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

1670

© exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by any other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

1674

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

1677

(e) employ a manager, an independent contractor, or other such

1678

1679

employees as they deem necessary, and to prescribe their duties;

1680

(f) accept such other functions or duties with respect to,

1681 including architectural control, in addition to maintenance
1682 responsibilities, as are determined from time to time to be proper
1683 by the majority of the Board of Directors; and

1684 (g) delegate to, and contract with, a mortgage company or
1685 financial institution, responsibility for collection of the assessments
1686 of the Association.

1687 Section 2. Duties. It shall be the duty of the Board of Directors
1688 to:

1689 (a) cause to be kept a complete record of all of its acts
1690 and

1691 corporate affairs and to present a statement thereof to the members
1692 at the annual meeting of members, or at any special meeting when
1693 such statement is requested in writing by one fourth (1/4) of the
1694 Class A members who are entitled to vote;

1695 (b) supervise all officers, agents and employees of this
1696 Association and to see that their duties are properly performed;

1697 ©as provided in the Declaration, to:

1698 (1) fix the amount of the annual assessment against
1699 each Lot at least thirty (30) days in advance of each
1700 annual assessment period;

1701 (2) send written notice of each assessment to every
1702 Owner
1703 subject thereto at least thirty (30) days in advance
1704 of
1705 each annual assessment period; and

1706 (3) foreclose the lien against any property for which
1707 assess- ments are not paid within thirty (30) days after
1708 the due date or to bring an action at law against the
1709 owner personally obligated to pay the same.

1710 (d) issue or to cause an appropriate officer to issue, upon

demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned or controlled by the Association, or for which, in the opinion of a majority of the directors, it may be liable and should provide coverage;

(f) cause all officers, or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Open Space to be maintained.

BY-LAWS ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected

1734 annually by the Board and each shall hold office for one (1) year
1735 unless he shall sooner resign, or shall be removed, or otherwise
1736 disqualified to serve.

1737 Section 4. Special Appointment. The Board may elect such other
1738 officers as the affairs of the Association may require, each of whom
1739 shall hold
1740 office for such period, have such authority, and perform such duties
1741 as the Board may, from time to time, determine.

1742 Section 5. Resignation and Removal. Any officer may be removed from
1743 office with or without cause by the Board. Any officer may resign
1744 at any time by giving written notice to the Board, the President or
1745 the Secretary. Such resignation shall take effect on the date of
1746 receipt of such notice or at any later time specified therein, and
1747 unless otherwise specified therein, the acceptance of such
1748 resignation shall not be necessary to make it effective.

1749 Section 6. Vacancies. A vacancy in any office may be filled by
1750 appointment by the Board. The officer appointed to such vacancy shall
1751 serve for the remainder of the term of the officer he replaces.

1752 Section 7. Multiple Offices. The offices of Secretary and
1753 Treasurer
1754 may be held by the same person. No person shall simultaneously
1755 hold more than one of any of the other offices except in the case
1756 of special offices created pursuant to Section 4 of this Article.

1757 Section 8. Duties. The duties of the officers are as follows:

1758 President

1759 The President shall preside at all meetings of the Board of
1760 Directors; see that resolutions and orders of the Board are carried
1761 out; shall sign all leases, mortgages, deeds and other written
1762 instruments and shall co-sign all checks and promissory notes.

1763 Vice President

1764 The Vice President shall act in the place and stead of the
1765 President in the event of his absence, inability or refusal to act, and
1766 shall exercise and discharge such other duties as may be required of him
1767 by the Board.

1768 Secretary

1769 The Secretary shall record the votes and keep the minutes of all
1770 meetings and proceedings of the Board and of members; keep the
1771 corporate seal of the Association and affix it on all papers
1772 requiring said seal; serve notice of meetings of the Board and of the
1773 members; keep appropriate current records showing the members of the
1774 Association together with their addresses; and shall perform such
1775 other duties as required by the Board.

1776 Treasurer

1777 The Treasurer shall receive and deposit in appropriate bank
1778 accounts all monies of the Association and shall disburse such
1779 funds as directed by resolution of the Board of Directors; shall
1780 sign all checks and promissory notes of the Association; keep proper

1781 books of account; cause an annual audit of the Association books to be made
1782 by a public accountant at the completion of each fiscal year; and shall
1783 prepare an annual budget and a statement of income and expenditures
1784 to be represented to the membership at its regular annual meeting,
1785 and deliver a copy of each to the members.

1786 ***BY-LAWS ARTICLE IX***

1787 **BOOKS AND RECORDS**

1788 The books, records and papers of the Association shall at all
1789 times, during reasonable business hours, be subject to inspection
1790 by any member. The Declaration, the Articles of Incorporation and
1791 the By-Laws of the Association shall be available for inspection by
1792 any member at the principal office of the Association, where copies
1793 may be purchased at a reasonable cost.

1794 ***BY-LAWS ARTICLE X***

1795 **ASSESSMENTS**

1796 As more fully described in the Declaration, each member is
1797 obligated to pay to the Association annual and special assessments which
1798 are secured by a *continuing* lien upon the property against which the
1799 assessments are made and are the person obligation of the member.

1800

BY-LAWS ARTICLE XI

1801

CORPORATE SEAL

1802

The Association shall have a seal in circular form having

1803

within its circumference the words: COUNTRY CREEK ESTATES HOMEOWNERS

1804

ASSOCIATION, INC., a Florida corporation not-for-profit 1992.

1705

BY-LAWS ARTICLE XII

1706

AMENDMENTS

1707

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration while either of such entities has an interest, shall have the right to veto any of the above while there is a Class B membership.

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Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

1715

1716

1717

1718

BY-LAWS ARTICLE XIII

1719

MISCELLANEOUS

1720

1721


1722

1723

The fiscal year of the Association shall begin on the first day of July and end on the 30th day of June of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, I, as President of the COUNTRY
CREEK ESTATES HOMEOWNERS ASSOCIATION, INC., have hereunto
set my hand this 15th day of March 19 93


KATHY B. HARTES, President

FILED, RECORDED AND
RECORD VERIFIED
MEL WILLIS, JR. CLK CLK OF
OSCEOLA COUNTY
BY  D.C.

(Changes from this page seem to have been incorporated into the main body above) Rich Thompson 2/18/2007

Country Creek Estates Declaration

Page 6, Article IV, Covenant For Maintenance;
Section 2.

In the event an OWNER of any LOT in the PROJECT shall fail to maintain the LOT and the

improvements situated thereon in a manner satisfactory to the BOARD, the ASSOCIATION,

after approval of two-thirds (2/3) vote of the BOARD OF DIRECTORS, shall have the right,

through its agents and employees, to enter upon said LOT and to repair, maintain and restore the

LOT and the exterior of the buildings and nay other improvements erected thereon. The cost of

such maintenance shall be added to and become part of the ASSESSMENT to which such LOT is subject.

Article X, Architectural Control;

Section 1.

APPROVAL. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition or change or alteration therein,

including a change of the building exterior paint color, be made within the individual's lot line or

property line until the plan and specifications showing the nature, kind, shape, height, materials

and location of the same shall have been submitted to an approved in writing as to the harmony

of external design and location in relation to the surrounding structures and topography by the

BOARD, or by an architectural control committee composed of three (3) or more representatives

appointed by the BOARD ("Committee").

Section 3.

REMEDY FOR VIOLATIONS ...Any action to enforce this Section must be commenced within one (1) year after the date of the violation...

AMENDMENT TO DECLARATIONS OF COUNTRY CREEK ESTATES

HOMEOWNERS' ASSOCIATION, INC.

The undersigned, President and Secretary of COUNTRY CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC, a Florida corporation not-for-profit, (herein referred to as "Corporation"), do hereby certify that the following amendment to the Declarations of Country Creek Homeowners' Association, Inc. ('Declarations') was duly proposed, approved and adopted by the Board of Directors of the Corporation, at a meeting dated Oct. 8, 1997 at Kissimmee, Florida

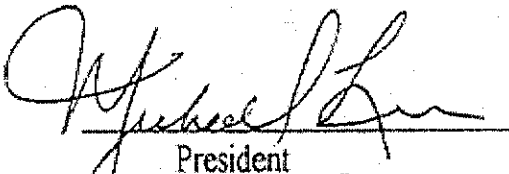
RESOLVED, that Article I of the Declarations shall be amended to read as follows


ARTICLE I

Secretary

The name of the Corporation shall be COUNTRY CREEK ESTATES ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF OSCEOLA



President


The foregoing instrument acknowledged before me this _____, 1997 by MICHAEL LEON and MARK W. J. of Country Creek estates Homeowners' Association, Inc. on be personally known to me and did not take an oath.



SHAWN L. SINGLETARY
My Comm. Exp. 3/02/99
Bonded By Service Ins
No. CC443031



Notary Public

☒ Personally Known ☐ Other I.D.
There are no members or members entitled to vote on this amendment

TES OF A SPECIAL MEETING OF
: BOARD OF DIRECTORS OF
: ESTATES HOMEOWNERS ASSOCIATION, INC.

Il of Michael Leon (handwritten), President of Country
wners Association, Inc. a Florida corporation not-for-profit
special meeting of the Board of Directors of the
pursuant to waiver of notice, on October \$, 1997, at
1d members then constituting a quorum of the Board of
it as provided in the Act, as follows: (list the Directors

Chairmen of the
Meeting
explained that

the purpose of
the meeting was
to change the
name of the
Corporation.
Thereupon, on
the motion duly
made, seconded
and approved,
the following
resolution was
adopted:

RESOLVED, that Article I of the Declarations shall be amended

to read as follows: ARTICLE I

The name of the Corporation shall be COUNTRY CREEK ESTATES
ASSOCIATION, INC.

There being no further business to come before the Board of Directors, on
motion duly made,

-

2

**RESOLUTION OF THE BOARD OF
DIRECTORS OF COUNTRY CREEK
ESTATES ASSOCIATION, INC.**

WHEREAS, the Board of Directors of COUNTRY CREEK ESTATES ASSOCIATION, INC. determined that it was in the best interest of the Association to adopt a landscaping rule on December 8, 1999; and,

WHEREAS, the Board of Directors of COUNTRY CREEK ESTATES ASSOCIATION, INC. has determined that it is in the best interest of the Association to clarify the landscaping rule which was adopted on December 8, 1999; and

WHEREAS, the Declaration of the Association empowers the Association to adopt and amend reasonable rules and regulations governing the use and maintenance of the Project; and,

WHEREAS, the Bylaws of the Association empower the Board of Directors to exercise for the Association all powers, duties and authority vested in or delegated to the Association;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of COUNTRY CREEK ESTATES ASSOCIATION, INC. that the amplified landscaping rule attached hereto as Exhibit "A" is hereby approved by the Board of Directors.

PASSED AND adopted at a meeting of Board of Directors of COUNTRY CREEK ESTATES ASSOCIATION, INC., this 31st day-of: May .2000.

Cce001 res

1

5/16/00

JCF:kll

EXHIBIT "A"

LANDSCAPING

LAWNS - The front, side and rear yards of all lots in Country Creek Estates shall be covered with St. Augustine grass excepting only paved areas, patios, shrubbery, and flower beds. The grass on all lots shall be mowed, edged, weeded, trimmed, treated, watered, and fertilized such that they should be neat and manicured in appearance. Grass shall never be allowed to grow to a height exceeding six (6) inches. Should the lawn deteriorate, the ARC Committee may require that the entire lawn or portions thereof be resodded with St. Augustine grass. A/C units, tanks and pumps must be landscaped. All landscaping must be approved by the ARC Committee

As much attention I'm sure was paid to details, there seems to be a discrepancy between this being Article X or XI

Prepared By: Morris J. Watsky, Asst. Secretary

RETURN TO: UNIVERSAL TITLE INSURERS, INC..

't110 DOUGLAS AVENUE, SUITE #3040 ALTAMONTE SPRINGS, FL 32714

AMENDMENT TO DECLARATION

COUNTRY CREEK ESTATES

WITNESSETH

THIS AMENDMENT TO DECLARATION cur Country Creek Estates is made this 19th day of October, 1993 by Lennar Homes, Inc... (hereinafter referred to as "Developer") WHEREAS, a Declaration was recorded in Official Records Book 1115 at Page 1069 of the Public Records of Osceola County, Florida (the "Declaration"); and

WHEREAS, Article XI Section 10 of the Declaration provides for amendment of the Declaration by the Owners of seventy-five percent (75%) or more of the Lots; and

WHEREAS, Developer is the owner or' in excess of seventy-live percent (75%) of the Lots; and

WHEREAS, the Developer wishes to amend Article X, Section 9 of the Declaration.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares as follow;

1. Article X, Section 9 of the Declaration is hereby amended to read in its entirety:

"Section 9, FENCES. Fences will be no more than six (6) feet in height; however, any homesites which are adjacent to or border the lakes or ponds within the community will be permitted to erect fences no more than four feet (4") in height so that the view of the water is not blocked from any other homeowner. Fences may be erected in the rear yard only. No fence may be painted, but may be wood-stained."

2. All other terms and conditions of the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has

hereunto executed this Amendment to Declaration as of the day and year first above written.

WITNESSES:

ture copies.
Name: Beatrice L. Pugh
F. Beatrice L. Pugh

STATE OF FLORIDA COUNTY OF DADE

I HEREBY CERTIFY that on this 19th of October, 1993, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared M. E. Saleda and Morris J. Watsky, well known to me to be the Vice President and Assistant Secretary, respectively, of Lennar Homes, Inc., and they acknowledged executing the

foregoing Amendment to Declaration on behalf of the Corporation. They are personally known to me and did not take an oath.

Prepared By: Morris J. Watsky, Asst. Secretary
RETURN TO: UNIVERSAL TITLE INSURORS, INC.
1110 DOUGLAS AVENUE, SUITE #3040
ALTAMONTE SPRINGS, FL 32714

AMENDMENT TO DECLARATION
COUNTRY CREEK ESTATES

THIS AMENDMENT TO DECLARATION for Country Creek Estates is made this 19th day of October, 1993 by Lennar Homes, Inc. (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, a Declaration was recorded in Official Records Book 1115 at Page 1069 of the Public Records of Osceola County, Florida (the "Declaration"); and

WHEREAS, Article XI Section 10 of the Declaration provides for amendment of the Declaration by the Owners of seventy-five percent (75%) or more of the Lots; and

WHEREAS, Developer is the owner of in excess of seventy-five percent (75%) of the Lots; and

WHEREAS, the Developer wishes to amend Article X, Section 9 of the Declaration.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares as follows:

1. Article X, Section 9 of the Declaration is hereby amended to read in its entirety:

"Section 9. FENCES. Fences will be no more than six (6') feet in height; however, any homesites which are adjacent to or border the lakes or ponds within the community will be permitted to erect fences no more than four feet (4') in height so that the view of the water is not blocked from any other homeowner. Fences may be erected in the rear yard only. No fence may be painted, but may be wood-stained."

2. All other terms and conditions of the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereto executed this Amendment to Declaration as of the day and year first above written.

WITNESSES:

Burtine S. Pafford
Name: Burtine S. Pafford
Janet S. English
Name: Janet S. English

LENNAR HOMES, INC.

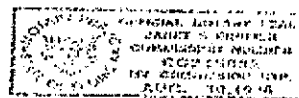
By: M. E. Salada
M. E. Salada, Vice President

Attest: Morris J. Watsky
Morris J. Watsky, Assistant Secretary

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this 19th day of October, 1993, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared M. E. Salada and Morris J. Watsky, well known to me to be the Vice President and Assistant Secretary, respectively, of Lennar Homes, Inc., and they acknowledged executing the foregoing Amendment to Declaration on behalf of the Corporation. They are personally known to me and did not take an oath.

Janet S. English
Notary Public, State of Florida



THIS INSTRUMENT PREPARED BY:
Morris J. Watsky, Esq.
Seven Hundred N.W. 107 Ave.
Miami, Florida 33172

RETURN TO:
AMERICAN PIONEER TITLE INS
489 E. SEMORAN BLVD # 109-A

FILED
11/29/93 14:56 - VERIFIED: LSS - JHSR - P - 93-08865 - BK 1157 PG 2505

Country Creek Estates Association, Inc
Application For Architectural Change

Property Address: _____
Owner(s) Name(s): _____
Mailing Address if _____
different from above: _____
Telephone #: _____ E-mail _____

Owner's signature: _____ Date ____/____/____
Description of change being requested: (One item per application)

____ Patio ____ Fence ____ Swimming pool
____ Paint Exterior ____ Screened porch ____ Home addition

(Include paint sample for base and trim color)

Other: If the change you wish to have considered is not listed, please describe

If required, have you applied for the proper permits from the City of Kissimmee? ____ Yes ____ No

Include a copy of the applicable documents; landscaping plan, elevation plan, site clearing plan, building plans, etc.

Please mail your completed application along with applicable documents to: Michael "Mickey" House, AMS®, LCAM
President, HOME
5205 S. Orange Avenue, Suite D
Orlando, FL 32809 Ofc 407-852-5300 Fax 407-852-5301 www.houseofi

You will be notified by mail about approval or disapproval of your architectural change application. Approval must be granted before any work commences.

____ Approved/Comments: _____ Date: ____/____/____
____ Disapproved/Reasons: _____ Date: ____/____/____

Architectural Control Committee Signature Association Director's Signature
____ Date received at House Of Management Enterprise
____ Date received by Architectural Control Committee
____ Date the response was mailed to owner

Country Creek Estates, INC.
A Corporation Not-for-Profit

GENERAL PROXY

KNOW ALL **PERSONS BY THESE PRESENTS** that the undersigned hereby appoints the President of the association _____ (Print name of proxy holder if different than the President)

attorney and agent with the power of substitution for and in the name, place and stead of the undersigned, to vote as proxy at the membership meeting of the Association, to be held at _____ on _____ and any adornment thereof, according to the number of votes that the undersigned would be entitled to vote if then present upon the matters set forth in the Notice of Meeting dated _____ a copy of which has been received by the undersigned.

DATED this day of , 2____

Owner(s)

(Print) _____ (Signature) _____

(Print) _____ (Signature) _____

Property Address:

SUBSTITUTION OF PROXY

The undersigned, appointed as proxy holder above, designates
to substitute for me in

voting the proxy set forth above. Dated: _____ Signature of Proxy holder: _____

THIS PROXY IS REVOCABLE BY THE UNIT OWNER AND IS VALID FOR THE MEETING FOR WHICH IT IS GIVEN
AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90)
DAYS FROM DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.