

Prepared by and Return to:
Sarah Webner Esq.
Wonsetler & Webner, P.A.
860 N. Orange Ave., Suite 135
Orlando, FL 32801

CROSS REFERENCE
Original CCR'S
Orange Co.
Book 5138 / Page 473
Doc # 19965799965

DOCH 20180127286
03/02/2018 02:32:43 PM Page 1 of 66
Rec Fee: \$562.50
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: ROSETTA VILLAS HOMEOWNERS



**NOTICE BY
ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC.
TO PRESERVE ITS COVENANTS, CONDITIONS AND RESTRICTIONS**

Pursuant to Chapter 712, Fla. Stat., **ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC.**, sends and files this Notice along with its **Statement Of Marketable Title Action** indicating its intent and desire to preserve the covenants, conditions and restrictions contained in the Association's governing documents as such are defined in Chapter 720, Fla. Stat. and, by filing this notice for record, preserves and protects said governing documents from extinguishment by operation of Chapter 712, Fla. Stat.

The undersigned hereby certifies that the preservation of the governing documents and all covenants and restrictions therein has been approved by at least two thirds of the Board of Directors at a meeting for which the meeting's time and place and containing the statement of marketable title action described in Section 712.06(1)(b), Fla. Stat., was mailed or hand delivered to the Members of **ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC.** not less than seven (7) days prior to such meeting.

(a) Name of Association: **ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC.**

c/o Sarah Webner, Attorney & General Counsel
860 N. Orange Ave. Suite 135
Orlando, FL 32801

(b) An affidavit will be executed by the appropriate member of **ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC.**'s Board of Directors affirming that the Board of Directors of the homeowners' association caused a statement in substantially the form prescribed in Section 712.06(1)(b), Fla. Stat., to be mailed or hand delivered to the members of **ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC.**

(c) Full and Complete Description of all land affected by this Notice:

Legal Description:

ROSETTA VILLAS, according to the plat thereof, as recorded in Plat Book 35, Pages 113 and 114, of the Public Records of Orange County, Florida.

ROSE POINTE, according to the plat thereof, as recorded in Plat Book 41, Page 125 and 126, of the Public Records of Orange County, Florida.

(d) Statement of Claim:

A complete set of the governing documents, including all amendments thereto, which contain the covenants and restrictions sought to be preserved by this Notice along with a list identifying those documents are attached hereto as "Exhibit B" and incorporated herein by reference.

(e) Description of Instruments:

Restrictions, Easements and Agreements:

1. Plat of ROSETTA VILLAS recorded in Plat Book 35 page 113 and 114
2. Plat of ROSE POINTE recorded in Plat Book 41 page 125 and 126
3. Declaration of Covenants recorded in Official Records Book 5138 page 473
4. Supplemental Declaration recorded in Official Records Book 5727 pages 4532
5. By-Laws recorded in official Records Book 7363 page 3906
6. Amendment to By-Laws recorded in official Records Book 9715 page 668
7. Rosetta Villas HOA Community Guidelines and Rules board ratified on 08-05-2014
8. QCD of Landscape Easement recorded in Official Records Book 10047 page 4463
9. Resolution recorded in Official Records Book 5971 page 542
10. Resolution recorded in Official Records Book 5179 page 288
11. Resolution recorded in Official Records Book 5179 page 307
12. Road Right of Way recorded in Deed Book 401 page 568
13. Easement recorded in Deed Book 807 page 310
14. Easement recorded in Deed Book 809 page 9
15. Articles of Incorporation filed with the Secretary of State on January 11, 1996

STATEMENT OF MARKETABLE TITLE ACTION

Pursuant to Chapter 712.06, Fla. Stat., ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC. has taken action to ensure that the instruments listed below including the Declaration, Covenant, & Restriction for the ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC, as originally recorded in Official Records Book 5138 Page 473, of the public records of Orange County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Orange County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

- (a) Name of Association: ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC.
c/o Sarah Webner, Esq., Attorney & General Counsel
860 N. Orange Ave. Suite 135
Orlando, FL 32801

(b) Attached to this Notice as an Exhibit is an affidavit executed by the appropriate member of ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC.'s Board of Directors affirming that the Board of Directors of the homeowners' association caused a statement in substantially the form prescribed in Section 712.06(1)(b), Fla. Stat., to be mailed or hand delivered to the members ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC.

(c) Full and Complete Description of all land affected by this Notice:

Legal Description:

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13. Easement recorded in Deed Book 807 page 310
14. Easement recorded in Deed Book 809 page 9
15. Articles of Incorporation filed with the Secretary of State on January 11, 1996

IN WITNESS WHEREOF, this Notice was signed and sealed on the 5 day of February, 2018.

Signed, sealed and delivered in the presence of:

**ROSETTA VILLAS
HOMEOWNERS
ASSOCIATION, INC.**
A Florida Corporation,
Not for profit.

Linda Black
By: Linda Black
Board of Directors, Secretary

Louise Jefferson
By: Louise Jefferson
Board of Directors, Treasurer

Gilbert Dulberg
Gilbert Dulberg
Print name of Witness #1

Oiman Leong
Oiman Leong
Print name of Witness #2

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5 day of February, 2018, by Linda Black and Louise Jefferson, the Secretary and Treasurer, respectively, of ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC. who each produced valid identification / each personally known to me and they did take an oath.

My Commission Expires: 3-4-20 Notary Public:

Rebekah Yen Dulberg
Rebekah Yen Dulberg

Print Notary Name



Rebekah Yen Dulberg
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF948652
Expires 3/4/2020

Affidavit

**(Recorded with copy of notice of Statement of Marketable Title Action
and with re-recorded documents as indicated herein)**

I, Linda Black the below signed Affiant, am a member of the current Board of Directors of ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC., (hereinafter the "Association") and swear:

1. I am a current member of the board of directors of the Association and have personal knowledge as to the matters stated herein; and,
2. The board of directors of the Association mailed out prior notice to all of its members informing them of the time and place of a special meeting held in regards to the preservation of the Association's CCR's and stating the following:

Statement of Marketable Title Action

ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC. has taken action to ensure that the Instruments listed below, as may be amended from time to time, currently burdening the property of each and every member of the Association, retain their status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Orange County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Specifically, the following Instruments were directed by the Board to be re-recorded:

Restrictions, Easements and Agreements:

1. Plat of ROSETTA VILLAS recorded in Plat Book 35 page 113 and 114
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15. Articles of Incorporation filed with the Secretary of State on January 11, 1996

I HEREBY STATE THAT THE ABOVE IS STATED UNDER OATH, THAT THE ABOVE STATED FACTS ARE TRUE AND ACCURATE, AND MADE WITH FULL KNOWLEDGE OF THE PENALTY FOR PERJURY.

Dated this 5 day of February, 2018 by

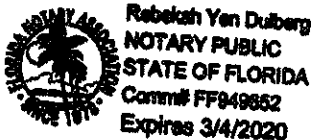
Linda Black
Signature of Affiant

Print Name: Linda Black

Association Title: Board of Directors, Secretary
with ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC.

Sworn and subscribed to me this 5 day of February, 2018, by the Affiant Linda Black, who produced valid identification/ personally known to me and who made this statement under oath.

Notary Seal:



Rebekah Yen Dulberg
Notary Public

REBEKAH Yen Dulberg
Print Name

Affidavit

**(Recorded with copy of notice of Statement of Marketable Title Action
and with re-recorded documents as indicated herein)**

I, Louise Jefferson the below signed Affiant, am a member of the current Board of Directors of ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC., (hereinafter the "Association") and swear:

1. I am a current member of the board of directors of the Association and have personal knowledge as to the matters stated herein; and,
2. The board of directors of the Association mailed out prior notice to all of its members informing them of the time and place of a special meeting held in regards to the preservation of the Association's CCR's and stating the following:

Statement of Marketable Title Action

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I HEREBY STATE THAT THE ABOVE IS STATED UNDER OATH, THAT THE ABOVE STATED FACTS ARE TRUE AND ACCURATE, AND MADE WITH FULL KNOWLEDGE OF THE PENALTY FOR PERJURY.

Dated this 5 day of February, 2018 by

Louise Jefferson

Signature of Affiant

Print Name: Louise Jefferson

Association Title: Board of Directors, Treasurer
with ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC.

Sworn and subscribed to me this 5 day of February, 2018, by the Affiant Louise Jefferson who produced valid identification/ personally known to me and who made this statement under oath.

Notary Seal:

Rebekah Yen Dulberg

Notary Public

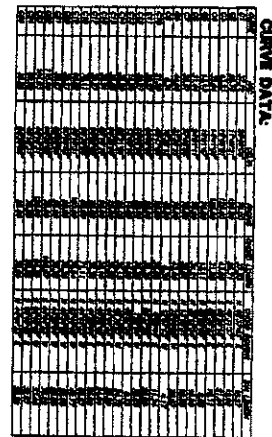


Rebekah Yen Dulberg
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FP049862
Expires 3/4/2020

REBEKAH yen Dulberg

Print Name

PLAT	PAGE
BOOK 35	114



**ROSETTA VILLAS
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

COPIED

Orange Co FL 5799965
101596 10:33:17am
OR Bk 5138 Pg 473
Rec 60.00

**This Instrument Prepared By
and Should Return To:**

**Bernard J. Martin, Esq.
506 Wymore Road
Winter Park, FL 32789**

OR Bk 5138 Pg 474
Orange Co FL 5799965

**ROSETTA VILLAS
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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**ROSETTA VILLAS
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by ISLINGTON, INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Orange County, Florida, which is more particularly described as:

Lots 1 through 6 and 9 through 36 inclusive, according to the Plat thereof recorded in Plat Book 35 Page 113, Public Records of Orange County Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and/or assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1.1 Defined Terms. The following words and phrases, when used in this Declaration or any supplemental declaration hereto, shall have the following meanings:

(a) "Association" shall mean ROSETTA VILLAS HOMEOWNERS ASSOCIATION, INC., its successors and/or assigns.

(b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract settlers, but excluding those having such interest merely as security for the performance of an obligation.

(c) "Properties" shall mean and refer to all of the certain real property heretofore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(d) "Common Area" shall mean all real property (including the improvements thereto) maintained by the Association for the common use and enjoyment of the owners. The Common Area to be maintained by the Association at the time of the conveyance of the first Lot is described as follows:

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(e) "Lot" shall mean and refer to Lots 1 through 6 and Lots 9 through 36 inclusive as shown on the recorded plat.

(f) "Declarant" shall mean and refer to ISLINGTON, INC., its successors and/or assigns; if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

(g) "Developer" shall mean and refer to ISLINGTON, INC., its successors and assigns; if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 1.2 Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation". This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development and preservation thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 2.1 Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.2 Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On January 1, 2002.

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Orange Co FL 3290965

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3.1 Creation of the Lien and Personal Obligation of Assessments.

Each owner of any Lot, with the exception of the Declarant, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The mortgagee is not required to collect assessments. The lien of any assessment is subordinate to the lien of any first mortgage. Failure to pay assessment does not constitute a default under an insured mortgage.

Section 3.2 Purpose of Assessments. The assessments levied by the Association shall be used ~~exclusively~~ to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of each of the following:

- (a) the Common Area and the improvements located thereon;
- (b) for payment of all taxes assessed to the Association, if any, in respect to the Common Area, or the improvements or personal property thereon, or both; and,
- (c) for the general purpose of enabling the Association to perform and fulfill its authorized or required rights, powers, duties and obligations.

Section 3.3 Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED FIFTY DOLLARS (\$150.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 3.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 3.5 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 Sections 3 or 4 shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 3.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and collected on an annual basis.

Section 3.7 Date of Commencement of Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots not owned by Declarant on the first day of the month following the platting date of January 3, 1996. The Declarant shall not be required to pay annual dues or assessments on any unsold Lots. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association as to the status of assessments on a Lot and is binding upon the Association as of the date of its issuance.

Section 3.8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the date due shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. In either event, the non paying Owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefore, if the court shall so determine. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

DR Bk 5138 Pg 480
Orange Co FL 5799965

ARTICLE IV ADDITIONS TO THE PROPERTIES

Section 4.1 Supplements to the Declaration. The additions are exclusively reserved to the Developer or otherwise authorized under this Article and shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such Complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration and shall be executed by Declarant or Developer. In no event, however, shall such Supplementary Declaration of Covenants, Conditions and Restrictions revoke, modify or add to the covenants established by this Declaration of Covenants, Conditions and Restrictions within the Properties. Annexation of additional properties may require HUDVA prior approval as long as there is a Class B membership.

Section 4.2 Preservation of Owners Rights. Regardless of which of the foregoing methods is used to add additional property to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties of the utilization of the Common Areas as established hereunder, except to grant to the Owners of the additions to the Properties being added the right to use the Common Areas, according to the terms and conditions as established hereunder, and the right to proportionately change the voting rights and assessments as herein provided.

ARTICLE V EXTERIOR MAINTENANCE / BUILDING AND GROUNDS

Section 5.1 Maintenance of Premises. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, and giving the property Owner ten (10) days written notice, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The entry on such or for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VI GENERAL RESTRICTIONS

Section 6.1 Land Use and Building Type. All Lots in said subdivision shall be known, described and used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling, not to exceed two (2) stories in height, a private enclosed garage for at least one (1) automobile and a storage room or tool room attached to the dwelling or to the garage. Additionally, no garage or accessory building may be constructed prior to the construction of the main residence dwelling.

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Orange Co FL 379965

Section 6.2 Garages and Driveways. No open carport may be constructed and all residences must contain a garage. All dwellings shall have a paved driveway of concrete construction the width of the entrance to the garage.

Section 6.3 Dwelling Size. All residences to be constructed shall have a minimum of 1,000 square feet of living area or such larger square feet of living area as required by applicable zoning ordinance. The living area is defined as that portion of the residence which has finished walls, ceilings and floors, which is insulated and which is heated and air conditioned by a central system. The floor space within the garage, breezeway, porch or unfurnished storage area or utility room, shall not be included within the living area for purposes of determining the minimum required area.

Section 6.4 Building Materials. The front of all residences, and in case of corner Lots the front and side of the residence facing the street, shall be constructed of block, brick, stucco, native stone, wood or other finished materials.

Section 6.5 Building Location. The principal residence building shall be located in accordance with the setbacks required by Orange County, Florida.

Section 6.6 Signs. No sign of any kind shall be displayed to public view on any Lot except one temporary sign of not more than four (4) square feet in area advertising the property for sale or rent. No commercial flags, pennants or other such devices shall be allowed. This restriction shall not be applicable to Declarant or its successors or assigns.

Section 6.7 Fences. No fence or wall shall be constructed, erected or maintained on or around any portion of a Lot that is within the minimum front building setback line, nor, in any event, any closer to the front line than a line paralleling the front building wall of the residence dwelling where a dwelling is set back from the front line a greater distance than the required minimum set back. This prohibition shall not apply to any subdivision perimeter wall or fence. Any wall or fence constructed on a Lot that adjoins an entrance or perimeter wall or fence shall for a distance of fifteen (15) feet from said entrance of perimeter wall or fence be tapered so that height at entrance or perimeter wall or fence is the same as the wall or fence constructed by Lot owner at point of joinder. Within the other portions of the Lot, no fence or wall shall be erected which is greater than six (6) feet in height. No material shall be used for any fence or wall other than cedar, redwood, or other solid wood, brick, stone or concrete block, provided however, a concrete block shall be of approved architectural type or stucco finished. Any subdivision perimeter wall or fence that may be built shall not be removed, altered or damaged in any manner and must be maintained against physical damage by the owner or owners of Lots on which said wall or fence is located.

Section 6.8 Animals. No animals, fowl or reptiles shall be allowed off the premises of owner's site except on a leash. In no event shall such pets be kept, bred or maintained for any commercial purposes.

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Section 6.9 Temporary Structures. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or other such building shall be placed on the Lots at any time; provided, however, that this prohibition shall not apply to shelter used by the contractors or Declarant during the construction of the main dwelling houses, it being clearly understood that these temporary shelters may not, at any time, be used as residences or permitted to remain on the Lots after the completion of the construction.

Section 6.10 Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other rubbish shall be kept in sanitary containers and, except during pick up if required to be placed at the curb, shall be kept away from the front of the residence so as not to be unbecoming to the neighborhood.

Section 6.11 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with the construction or use of utilities in said easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 6.12 Offensive Activity. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof.

Section 6.13 Vehicles and Repair. There will be no parking of vehicles on any area of the Lot except areas paved for that purpose. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the subdivision or on the public street or streets of said subdivisions.

Section 6.14 Sod. The front, side and rear yards of all Lots in the subdivision shall be sodded excepting only paved areas, patios, shrubbery and flower beds.

Section 6.15 Trees. Each living unit shall be required to have at least two (2) trees, a minimum of seven (7) feet in height, planted and maintained on its Lot.

Section 6.16 Mailboxes. Mailboxes will be of uniform design with street addresses.

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Section 6.17 Sidewalks and Driveways. Sidewalks and driveways shall be installed by the Home Builder in accordance with the requirements and specifications of Orange County, Florida.

Section 6.18 Commercial Vehicles. No commercial vehicles such as oversized trucks, trailers, tractors or any other vehicle or equipment for commercial purposes shall be parked in the lots, driveways, lawns, adjacent right-of-ways or in other areas of the subdivision.

Section 6.19 Recreational Vehicles. No boats, recreational vehicles (RVs), campers, trailers or any other recreational equipment shall be parked on the lots, driveways or right-of-ways. Any such vehicle or equipment shall be parked, on a temporary basis only, in the rear of the lot behind the residence behind a fence so as to be substantially not visible from the street, adjacent right-of-way or neighbors.

ARTICLE VII GENERAL PROVISIONS

Section 7.1 Term. These covenants shall remain in full force and run with the land and bind the land for a term of twenty (20) years from the date this instrument is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 7.2 Amendment. So long as Declarant owns one or more Lots in this subdivision, Declarant may change these restrictions in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Orange County, Florida. Thereafter this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be in writing. In addition, the provisions of Article III and Article IV may not be amended without the consent of Orange County, Florida.

Section 7.3 Enforcement. The Declarant, so long as it owns one or more Lots in the Properties; the Association; or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants or reservations of this Declaration and any amendment thereto. It is expressly understood and agreed that all costs, including reasonable attorney's fees, incurred by the moving party in any legal proceedings which result in the successful enforcement of any covenant or restriction contained herein shall be borne in full by the defendant in such proceeding. Failure by the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.4 Severability. Invalidity of any one of these covenants or restrictions, or any part thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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Orange Co FL 5799965

Section 7.5 Annexation. Annexation of additional properties, dedication of any Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions, may require HUD/VA prior approval as long as there is a Class B membership.

ARTICLE VIII INSURANCE AND CASUALTY LOSSES

The Association's Board of Directors shall have the authority to obtain insurance for insurable improvements on the Common Property owned by it, and on any Area of Common Responsibility, against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, and to obtain public liability policies covering the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members or agents, and, if obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverage with respect to such risks or persons as shall be deemed necessary or appropriate by the Board of Directors. Any insurance obtained shall include such coverage, contain such deductible provisions and be in such limits as shall be determined by the Board of Directors. The Association shall also have the discretion to self-insure against any risk. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership as a group, or relate to the Common Areas or the Areas of Common Responsibility.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as Trustee, for the respective benefited parties. Exclusive authority to adjust losses under policies in force on the Common Areas and obtained by the Association's Board of Directors; provided, however, that no mortgagee having a interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

ARTICLE IX GOVERNMENTAL PERMITS

All governmental and/or regulatory permits issued to the Declarant for construction and improvement of the subdivision that require ongoing reporting an adherence to such permits shall be administered and adhered to by the Association until such time that all governmental or regulatory agency requirements have been satisfied including but not limited to St. Johns River Water Management District, Department of Environmental Regulations, Army Corp of Engineers, Department of Transportation and Orange County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this instrument and affixed his corporate seal thereto on this 14th day of October, 1998.

OR Bk 5138 Pg 485
Orange Co FL 5799965

Recorded - Martha D. Haynie

Signed, sealed and delivered in the presence of:

WITNESSES:

ISLINGTON, INC., a Florida
Corporation

B. J. Nguyen
Print Name: Huong N. Nguyen

By: Bernard J. Martin
Bernard J. Martin, President

Vickie L. Parker
Print Name: Vickie L. Parker

located at:
506 Wymore Road
Winter Park, FL
32789

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of
October, 1996, by BERNARD J. MARTIN, as President of ISLINGTON, INC., a Florida
corporation, who is personally known to me and who did not take an oath.

Vickie L. Parker
NOTARY PUBLIC



VICKIE L. PARKER
My Commission C0520485
Expires Mar. 17, 2000

**ROSETTA VILLAS
SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS**

Orange Co FL 1999-0160832
041499 04:19:06pm
OR Bk 5727 Pg 4532
Rec 19.50

Copy

This instrument was prepared by
And should be returned to
Bernard J. Martin, Esq.
506 Wynnie Road
Winter Park, FL 327

**ROSETTA VILLAS
SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by ISLINGTON, INC. hereinafter referred to as "Declarant".

OR Bk 5727 Pg 4533
Orange Co FL 1999-0160832

WITNESSETH:

WHEREAS Declarant is the owner of certain property in Orange County, Florida platted as Rose Pointe and more particularly described as:

(Rose Pointe
Legal Description)

Commencing at the northeast corner of Section 30, Township 21 South, Range 29 East, Orange County, Florida; run thence S00°34'56"E along the east line of northeast 1/4 of said Section 30, a distance of 935.94 feet; thence S89°25'04"W, a distance of 25.00 feet to the POINT OF BEGINNING, said point also being the northeast corner of Rosetta Villas as recorded in Plat Book 35, Pages 113 and 114, Public Records of Orange County, Florida; run thence N00°34'56"W, a distance of 170.02 feet; thence S89°53'35"W, a distance of 649.00 feet to a point on the easterly right-of-way line of State Road No. 414; run thence S37°19'38"W along said right-of-way line, a distance of 649.56 feet to Point "A"; thence S43°37'26"E, a distance of 154.38 feet to the southwest corner of Lot 23 of the aforesaid Rosetta Villas; thence N46°22'34"E a distance of 100.00 feet, thence S43°37'26"E a distance of 67.55 feet to the point of curvature of a curve concave Northeastly having a radius of 125.00 feet and a chord of 25.71 feet which bears S49°31'37"E, run thence Southeastly along the curve, through a central angle of 11°48'21", a distance of 25.76 feet; run thence N34°34'13"E a distance of 50.00 feet to a point on a curve concave northerly, having a radius of 75.00 feet, and a chord of 44.48 feet, which bears S72°40'52"E; run thence easterly along the curve, through a central angle of 34°30'10", a distance of 45.16 feet to the Point of Tangency; run thence S89°55'57"E, a distance of 71.90 feet; thence N00°04'03"E, a distance of 100.00 feet; thence S89°55'57"E, a distance of 460.00 feet; thence N00°34'56"W, a distance of 75.29 feet to the Point of Curvature of a curve concave southwesterly, having a radius of 25.00 feet, and a chord of 35.15 feet, which bears N45°15'27"W; run thence northwesterly along the curve, through a central angle of 89°21'01", a distance of 38.89 feet; run thence N01°13'54"W, a distance of 50.01 feet to a point on a curve concave northwesterly, having a radius of 25.00 feet, and a chord of 35.56 feet, which bears N44°44'33"E; run thence northeasterly along the curve, through a central angle of 90°38'59", a distance of 38.55 feet to the Point of Tangency; run thence N00°34'56"W, a distance of 150.01 feet; thence N88°10'27"E, a distance of 50.00 feet to a point on a curve concave northeasterly, having a radius of 25.00 feet, and a chord of 35.10 feet, which bears S45°59'48"E; run thence southeasterly along the curve, through a central angle of 89°10'15", a distance of 38.91 feet to the Point of Tangency; thence N89°25'04"E, a distance of 85.01 feet to the Point of Curvature of a curve concave northwesterly, having a radius of 25.00 feet, and a chord of 35.36 feet, which bears N44°25'04"E; run thence northeasterly along the curve, through a central angle of 90°00'00", a distance of 39.27 feet; run thence N89°25'04"E, a distance of 5.00 feet to the Point of Beginning; together with the following described Tract B; commencing at the aforesaid Point "A", run S37°19'38"

W along the easterly right-of-way of State Road No. 414, a distance of 290.97 feet to the Point of Beginning of Tract B, run thence S37°19'38"W a distance of 8.07 feet, thence S89°53'57"E a distance of 4.93 feet to the southwest corner of the aforesaid Rosetta Villas, thence N00°18'22"W a distance of 6.43 feet to the Point of Beginning of Tract B.

Contains 8.97 acres, more or less.

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OR Bk 5727 Pg 4534
Orange Co FL 1999-0160832


NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, which shall run with the real property and be binding on all parties having any right, title or interest the described properties or any part thereof, their heirs, successors and/or assigns, and shall inure to the benefit of each owner thereof:


All Covenants, Conditions and Restrictions per the Rosetta Villas Declaration of Covenants, Conditions and Restrictions as recorded in OR Bk 5138 Pg 473 public records of Orange County, Florida, said document being integrated within and made a part of this document.

In Witness Whereof, grantor has hereunto set Declarants hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence:


First Witness
Print Name: C. ROBERT SMART


Second Witness
Print Name: CORANNE A. FINK

ISLINGTON, INC., a Florida
Corporation
By: 
BERNARD J. MARTIN,
President


STATE OF FLORIDA
COUNTY OF ORANGE

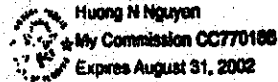
OR Bk 5727 Pg 4535
Orange Co FL 1999-0160832
Recorded - Martha O. Haynie

I HEREBY CERTIFY, That on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared BERNARD J. MARTIN, as President of Islington, Inc., a Florida Corporation, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this
~~22nd day of December, 1998.~~

18th day of March, 1999


NOTARY PUBLIC, FLORIDA



Copy