HUNTRIDGE

AMENDED DECLARATION OF RESTRICTIONS ON REAL ESTATE

THIS DECLARATION, made on the date hereinafter set forth by HUNTRIDGE PROPERTY OWNERS ASSOCIATION, hereinafter referred to as the "ASSOCIATION"

WITNESSETH:

WHEREAS, the original <u>DECLARATION OF RESTRICTIONS ON REAL</u>
<u>ESTATE</u> of HUNTRIDGE were recorded on June 6, 1985 in Official Records Book 1644, Pages 1601-1624, Public Records of Semincle county, Florida, and

WHEREAS, the FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS of HUNTRIDGE was recorded November 7, 1985 in Official Records

Book 1685, Pages 143-144, and WHEREAS, the SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS ON REAL ESTATE of HUNTRIDGE was recorded on March 18, 1986 in

Official Records Book 1718, Pages 199-200, and WHEREAS, it is the desire of the HUNTRIDGE PROPERTY OWNERS ASSOCIATION, INC. to combine the original DECLARATION OF RESTRICTIONS ON REAL ESTATE with the two Amendments and to make

additional Amendments as set forth hereinafter, WHEREAS, the ASSOCIATION is the regulatory and management body of certain property located in Seminole County, Florida, which is more particularly described as follows:

HUNTRIDGE, as per the Plat thereof as recorded in Plat Book 32, pages 59 & 60 of the Public Records of Seminole County, Florida.

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

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following neanings:

"Properties" shall mean and refer to that certain (a)

real property hereinabove described. "Lot" shall mean and refer to any Lot in the (b)

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Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE THE ASSOCIATION

Section 1. 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. Members, eligible to vote, shall be entitled to one vote for each Lot owned. more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the Lien and Personal Obligation of Each Owner of any Lot by acceptance of a deed thereof, 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 each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the party owning the lot when the assessment falls due. The personal obligation for assessments shall pass to successors in title.

Section 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, including specifically, but not by way of limitation, for the improvement and maintenance of the Common Areas, the wall constructed on a portion of the perimeter of the subdivision, any retention areas not maintained by the County to the ASSOCIATION'S satisfaction including but not limited to, mowing and maintaining grass, subdivision lights and light fixtures other than those included with any Special Lighting District, and any landscape easements situated on the property.

Section 3. Maximum Annual Assessment. The amount of the annual assessment shall be in such amounts as adopted by the Board of Directors, payable in equal installments until the amount of the assessment is changed by action of said

Board of Directors. The assessment amount may be changed at any time by said Board from that previously adopted. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment specified herein shall be fixed in the Board resolution authorizing such

assessment. All assessments shall be made in compliance with Florida Statutes as amended from time to time.

Section 4. Special Assessment for Capital Improvements. 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 been approved by two-thirds (2/3) of the members, eligible to vote who are voting in person or by proxy at an Association meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Written notice of any meeting called for the Under Section 4. purpose of taking any action authorized under Section 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence or proxies of forty (40) percent of the members of the ASSOCIATION eligible to vote 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 seventy-five percent (75%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assesment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Date of Commencement of Annual Assessments: Due Date. 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 setting forth whether the assessments on a specific lot have been paid.

Section 8. Effect of Nonpayment of Assessments:

Any assessment not paid within Remedies of the ASSOCIATION. thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by Florida law. The ASSOCIATION may file a lien in the Public Records of Seminole County for any delinquent assessment on any lot. The ASSOCIATION may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments N provided for herein by non-use of the Common Area or abandonment; of his lot. In any action to enforce any assessment made hereunder, including the foreclosure of a lien, the prevailing party shall be entitled to reasonable attorney's fees and costs including attorneys' fees and costs for appellate proceeding.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, a licensed mortgage broker, an insurance company, trust company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any lot by reason of the provisions of this Section shall be deemed to be an assessment equally divided among, payable by, and a lien against all lots, including the lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 10. Duty to Enforce. It shall be the legal duty and responsibility of the ASSOCIATION to enforce payments of the assessments hereunder.

Section 11. Lot and Exterior Maintenance. In the event Owner of any Lot in the Properties shall fail to maintain the premises and the improvements or fences situated thereon in a In the event an manner satisfactory to the Architectural Review Committee, the ASSOCIATION, after approval by the Board of Directors and thirty (30) days written notice to the Owner, shall have the right, through its agents and employees, to enter upon said parcel and to repair, clear, trim, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject, which shall be due and payable thirty (30) days from the date said assessment is made. If said assessment is not paid when due and payable, interest shall be charged by the ASSOCIATION at the highest rate permitted by Florida law. A lien may be filed against the assessed lot to secure payment and a foreclosure

action commenced to collect the sums due.

ARTICLE V

ARCHITECTURAL CONTROL

No building or other structures shall be erected, placed or altered on any building lot until the building plans, specifications, plot plan and landscape plan have been submitted in triplicate to the Architectural Review Committee for approva $\mathbf{i}_{\mathbf{r}}^{n}$ and approved by same. At the same time building plans are presented for approval, there shall be included a landscaping plan (in triplicate), which plan shall be professionally drawn, which shall delineate the location and type of each plant, tree S or other type of foliage and describe the height, size and the quantity of each variety at each location on the lot and the design or arrangement of same. Complete landscaping must be installed on all sides of residence. Final approval of plans as required by this Article will not be deemed to be complete until such landscaping is satisfactorily installed and inspected by the Architectural Review Committee. Any approval of building plans without the submission or approval of a landscaping plan shall not be deemed a waiver of the requirements of this Article regarding approval of and inspection of landscaping. In the event that the said Architectural Review Committee or its successors or assigns fail to approve or disapprove of such building plans, specifications and plot plan within thirty (30) days after the same have been submitted to said Architectural Review Committee, such approval will not be required and this covenant will be deemed to have been fully complied with. Building plans duplicating or similar in style or design of a residence previously approved by the Architectural Review Committee may be disapproved.

The Architectural Review Committee, in order to employ professional assistance in the plan review process, may charge a review fee to cover reasonable costs.

ARTICLE VI

USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one datached, single-family dwelling having a minimum, air-conditioned living area of 2,400 square feet. Lofts, basement rooms or attic rooms shall not be included in calculations to datermine whether the dwelling contains the minimum living area. None of the foregoing dwellings shall exceed two and one-half (2 1/2) stories in height. All dwellings must have a private enclosed garage for no less than two (2) nor more than three

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(3) automobiles. Said garage shall be attached to the main dwelling, unless specifically otherwise approved by the Architectural Review Committee. Any storage or tool room must be included in the ground floor of such garage. No garage may later be used for living area without the construction of garages as specified above to replace that which is converted to living area. All dwellings must face to the front of the lot.

Section 2. Roofs. Flat, built-up roofs shall be permitted only over Florida rooms, porches or pations at the rear of the residence. All other roofs shall have at least a 6/12 pitch and must be composed of tile, heavy asphalt shingle, cedar shake shingle, slate construction or special roofing if approved by the Architectural Review Committee. The use of architectural shingle, is encouraged.

In addition to the Section 3. Garages and Driveways. requirements stated in Section 1 above, all garages must comply with the following requirements: (a) the garage shall have a minimum width and depth of twenty-two (22) feet, and (b) the garage must have either a single overhead door with a minimum width of sixteen (16) feet, or two (2) or three (3) individual overhead doors ((not a three (3) car garage with one (1) sixteen (16) foot door and one eight (8) foot door)), each with a minimum of eight (8) feet in width. All dwellings with side entry garages shall be served with a paved driveway of concrete, brick or stone of at least sixteen (16) feet in width at the entrance of the garage but in no event shall any other portion of said driveway be less than twelve (12) feet in width. All dwellings with side entry garages shall be served with a paved area at the entrance to the garage for backing and maneuvering of vehicles, the length and width of which must be approved by the Architectural Review Committee. No driveway may be nearer than one (1) foot to a side lot line and the area between the driveway and the property line must be sodded or landscaped. For those dwellings which do not include a side entry garage the minimum driveway width shall be sixteen (16) feet and said minimum width shall be continuous over the entire length of said driveway. All driveways, or portions thereof, which do not lead from street to garage (circle driveways for example) shall have a continuous minimum width of at least twelve (12) feet. All garage doors shall be made of wood and are subject to the approval of the Architectural Review Committee.

Section 4. Dwelling Quality. All exposed concrete block must be stuccoed, colorcreted or covered with brick, stone or wood, except where special decorative blocks may be permitted by the Architectural Review Committee. No simulated or stucco brick or simulated stone is permitted. All exterior materials used on a house shall be approved by the Architectural Review Committee as to type and location. Prior to issuance of the certificate of occupancy the lot must be sodded over the entire unlandscaped portion of the lot from the rear lot line to the curb and all

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four sides of the residence must be landscaped. No outbuildings, including but not limited to, tool sheds and storage sheds shall be permitted without the express written approval of the Architectural Review Committee.

Section 5- Building Location. A front setback line of twenty-five (25) feet is required for all lots. Side setback of ten (10) feet and rear setback of thirty (30) feet are required. The Architectural Review Committee may, at its sole discretion, impose more stringent setback requirements as to the location and positioning of any building.

Section 6. Common Area. The common area including the landscape easement areas at the entranceway together with the structures, signs, lights, irrigation system, the retainage areas and any drainage areas and the wall and attached planters are for the benefit and well-being of the owners and shall be retained and maintained at the direction of the ASSOCIATION. The Board of Directors of the ASSOCIATION, if necessary, shall publish rules and regulations pertaining to the uses, functions and activities for said common area.

Section 7. Signs. No sign of any kind shall be displayed to public view on any lot except one professional sign of the builder or contractor and one "For Sale", "Open House" or "Garage Sale" sign. In any event, no sign shall be larger than three (3) square feet. No business banners, flyers or items shall be allowed.

Section 8. Game and Play Structures. All basketball backboards and any other fixed game and play structures will not be permitted without express approval by the Architectural Review Committee and if approved shall be located at the rear of the dwelling or on the Inside portion of corner lots within the setback lines. Tree houses or platforms of a like kind or nature will not be constructed on any part of the lot.

Section 9. Fences. No fence or fence walls shall be constructed, erected or maintained on or around any portion of building lot that is in front of the front setback line of the dwelling. Any fence or wall must, in the sole discretion of the Architectural Review Committee, be completely and esthetically acceptable in design, materials and construction. On corner lots the building shall be deemed to have two front lot lines for the purposes of this section only. No fence or fence wall shall exceed a height of six (6) feet. Material used in the construction of said fence shall be any type of solid wood acceptable to the Architectural Review Committee or one of masonry construction, which shall not be exposed block or simulated brick or simulated stone. On lots of the subdivision which abut or are adjacent to the wall built parallel to Lake Drive or Tuscawilla Road, no other wall or fence structure shall be built parallel to said wall (no matter what the distance is

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between wall and fence) and no other wall or fence structure shall be constructed perpendicular to or in any way adjacent to or leading to said wall which shall exceed a height of five (5) feet or any height which places the top of said wall or fence higher than one (1) foot below the top (excluding columns) of the wall as measured at the point of contact between said wall or fence and the brickwall.

Section 10, Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed upon any homesite shall be subject to review by the Architectural Review Committee. The design must incorporate, at a minimum, the following:

- A. The composition of the material must be throughly tested and accepted by the Industry for such construction.
- B. Any swimming pool constructed on any lot shall have an elevation of the top of the pool not over two feet above the natural grade unless approved by the Architectural Review Committee. No above ground pools are permitted.
- C. Pool cages and screens must be of a design, color and material approved by the Architectural Review Committee and shall be no higher than twelve (12) feet unless otherwise approved by the Architectural Review Committee.
- D. Fencing of tennis courts shall be chain link; green or brown vinyl clad; and limited to ten (10) feet in height.
- E. Pool screening and tennis court fencing shall not be visible from the street in front of the dwelling unit. Pool screening shall not extend beyond the sides of the house without express approval by the Architectural Review Committee.

Section 11. Maintenance of Vacant Lots and Dwellings. All lots, whether improved or not, shall be maintained in good appearance and free from overgrown weeds and from rubbish. In the event any lot is not maintained in a manner satisfactory to the Architectural Review Committee, the ASSOCIATION, shall have the right to enter upon said lot for the purpose of cutting and removing such overgrown weeds and rubbish and the expense thereof shall be charged to and paid for by the owner of such lot. If not paid by said owner within thirty (30) days after being provided with a written notice of such charge, the same shall become a special assessment lien upon said lot until paid, bearing interest at the highest rate permitted by Florida law until paid, and may be collected by an action to foreclose said lien or by an action at law, at the discretion of the ASSOCIATION, in the same

manner as any other lien or action provided for in these restrictions. Any attorneys' fees or costs for such action shall be added to the hereinabove special assessment.

Section 12. 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 waste shall be kept in K sanitary containers and, except during pick-up, if required to be placed at the curb, all containers shall be kept at the rear of all dwellings or out of sight from the street. There shall be no burning of trash or any other waste materials.

Section 13. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no solicitations of any kind in the subdivision except by lawful permit obtained from the applicable governmental body.

Section 14. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot, at any time as a residence, either temporarily or permanently. No temporary structure of any kind shall be used for storage, utility, tools, workshop or otherwise without express approval of the Architectural Review Committee.

Section 15. Livestock and Poultry. No livestock, horses, poultry or other animals of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets in numbers which do not create a nuisance or health hazard may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennels or animal shelters shall be permitted. No pet or other animal shall be permitted to leave the lot on which said pet resides unless under leash and in control of its owner. Notwithstanding the above, the lakefront lots (17-19) may have stables for horses, but only if horses would be permitted by applicable zoning laws.

Section 16. Clotheslines, Solar Devices. No clothelines or similar device shall be permitted to be erected on any lot or other part of the properties unless erected and located in such manner so as to not be visible from the subdivision right-of-way or from any adjoining lot, including lots to the rear. This provision shall not be interpreted as a prohibition against clotheslines, but rather as a requirement that they be completely screened so as to not be visible to other homeowners.

Any solar panels or other devices for the collection of solar energy shall be placed, subject to the directional requirements of such devices, in a manner so as to be visible to the fewest number of adjoining properties. Any such devices shall be subject to the architectural review requirements contained in Article V of the Declaration, and the Architectural Review

Committee is authorized to prescribe the location, color and design of such device. The Architectural Review Committee may prescribe a standard design and color, or may prescribe a design and color which will best blend with the house on which the device is to be placed, or both, in its discretion. Whenever possible, such devices shall be located to the rear of houses and shall be mounted flat against the house roof.

Section 17. Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any lot in the subdivision. No Boats, campers or recreational vehicles shall be allowed to be parked for over twenty-four (24) hours in front of the residence or on the side of the residence when said boats, camper or recreational vehicle can be seen from the street in front of said residence or, in the case of a corner lot, from either street in front of said residence. All operative vehicles must be parked in the garage or driveway and not anywhere else on lot and not on the street. No additional outside parking area in addition to the driveway shal be permitted unless specifically approved by the Architectural Review Committee and only then if said additional parking area is In no way visible trom the street or any adjoining lot(s).

"A boat, camper, or recreational vehicle shall be permitted to be parked to the rear of a residence within the properties provided that the entire back yard from the structure's rear building line to the rear property line must be fenced with a solid wood fencing so as to provide maximum screening of the vehicle from adjacent properties. The vehicle must be parked within said fence in such a location so as to be completely screened from view from the street running in front of the residence. In the case of a corner lot, the vehicle must be screened from both of the adjacent subdivision streets. The fence must be six (6) feet high and be of a design and construction as approved by the Architectural Review Committee in the manner specified in Article V. Notwithstanding the six-foot height requirement, a lower height requirement may apply under the provisions of Article VI, Section 9, and if so, that provision shall be controlling. Prior to placement of a boat, camper or recreational vehicle on the properties in accordance with this paragraph, the lot owner must submit such information as may be required by the Architectural Review Committee concerning the fence to be erected, a description of the boat, camper or recreational vehicle and the proposed placement of the vehicle. If the Architectural Review Committee determines that such plan meets the screening and fencing requirements of this paragraph, it shall issue a written approval of the plan, after which time the lot owner shall be permitted to erect the fence, and once erected, store the vehicle

at the proposed location.

Section 18. Easements. Easements for Installation and maintenance of landscaping, utilities and drainage facilities are reserved as shown on the recorded plat, or as heretofore granted by said Developer and at this time a part of the public records of Seminole County, Florida. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels In the easements. They 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 or the ASSOCIATION is responsible.

Section 19 Trees. Unless the Architectural Review Committee specifically approves In writing to the contrary, no trees larger than six (6) inches in diameter at ground level may be removed from any lot unless the tree is located within the house pad or driveway or unless the tree is diseased and such disease is documented by a licensed tree surgeon and approved by the Architectural Review Committee.

Section 20. Sidewalks/Walkways. All sidewalks and walkways shall be constructed of concrete, stone or brick which shall be four (4) feet wide unless otherwise specifically approved by the Architectural Review Committee.

Section 21. Pumps And Motors. Air conditioning units and pool pumps and motors must have a masonry, or wood enclosure around same to be constructed to a height which will fully screen same from view from the street or any other lots.

Section 22. Mailboxes. Mailboxes shall be approved by the Architectural Review Committee as a part of the approval of plans required before commencement of construction.

Section 23. Landscaping Plan. A basic landscaping plan for each homesite must be designed by a registered Landscape Architect or person of similar competance and must be submitted to and approved by the Architectural Review Committee. Existing trees intended to be removed should be shown and may not be removed without the prior approval of the Architectural Review Committee. The plan must show landscape improvements costing at a minimum of One Thousand Dollars (\$1,000.00). The required expenditure shall not include the cost of sod or any automatic irrigation system. Landscaping must be finished before a certificate of occupancy is issued or the home occupied.

(a) <u>Sod.</u> All areas within each homesite not covered with pavement, buildings, shrubs or groundcover shall be completely

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however, that said Architectural Review Committee shall not release a violation or violations of any of said covenants except as to violations they, in their sole discretion, determine to be minor and the power to release any such lot or portions thereof from such a violation or violations shall be dependent on a determination by them that such violation or violations are minor.

ARTICLE VIII

GENERAL PROVISIONS

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Section 1. Term. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for four (4) successive periods of ten (10) years each.

Section 2. Amendments. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than three-quarters (3/4) vote of the membership in the ASSOCIATION eligible to vote. In the event the vote is handled by mail ballot, any ballot not received by the ASSOCIATION on or before the date specified on the ballot shall be considered a vote in favor of the amendment.

Section 3. Enforcement. If the owner or owners of property in Huntridge or any other person or persons or any of them or any of their heirs, personal representatives, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for the ASSOCIATION or any other person or persons owning any real property situated in said Huntridge to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other assessments for such violation including but not limited to attorneys' fees and costs.

Section 4. Notice to Lot owners. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person(s) who own the lot.

Section 5. Severability. Invalidation 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.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 4TH day of February 1997 Signed sealed and delivered in the presence of:

HUNTRIDGE PROPERTY OWNERS ASSOCIATION, INC. STORY OF RESIDENT Trans.

Rithard S. Taylor, Jr. Francis M. O'Conner'

Vitness

Paula Sontos - witness

Dana S. Hegerfeld

Virginia W. Lebioda

Treasurer

STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Francis M. O'Connor, Dana S. Hegerfeld and Virginia W. Lebioda, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and they have sworn that the statements contained herein are true. Francis M. O'Connor, Dana S. Hegerfeld and Virginia provided me with as identification or are personally known to me and they did take an oath.

Witness my hand this TH day of February, 1997

Prepared by:

Francis O'Connor 4120 East Danby Court Winter Springs, Florida 32708

Dana S. Hegerfeld 4144 East Danby Court Winter Springs, Florida 32708

Virginia W. Lebiode 4124 West Danby Court Winter Springs, Florida 32708 Notary Public - State of Florida at Large My Commission Expires:



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AMENDED BY-LAWS OF

HUNTRIDGE PROPERTY OWNERS! ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

the name of the Association is HUNTRIDGE PROPERTY OWNERS ASSOCIATION, INC. hereinafter referred to as the Association. The principal office of the Association shall be located at the home of the Secretary of the Association, but meetings of members and directors may be held at such places within the State of Florida, County of Orange or Seminole, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to HUNTRIDGE PROPERTY OWNERS! ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the HUNTRIDGE Declaration of Restrictions on Real Estate as recorded in Official Records Book 1644, Page 1601, of the Public Records of Seminole County, Florida, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members.

Section 4. "Lot" shall mean and refer to any plot of land shown as a Lot upon any recorded subdivision map of the properties with the exception of the Common Area and dedicated streets or drainage retention facilities.

Section 5. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Restrictions on Real Estate applicable to the Properties recorded in the Office of the Clerk of the Court of Seminole County, Florida at Official Records Book 1644, Page 1601, as amended from time to time.

"Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation.

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ARTICLE XV

AMENDMENTS

Section 1. 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,

Section 2. In the case of any conflict between the Articles of Incoporation 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.

IN WITHESS WHEREOF, these By-Laws have been adopted this day of 1000000 1000000

HUWIRIDGE PROPERTY OWNERS ASSOCIATION, INC.

STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Francis M. O'Connor, Dana S. Hegerfeld and Virginia W. Lebioda, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and they have sworn that the statements contained herein are true. Francis M. O'Connor, Dana S. Regerfeld and Virginia W. Lebioda provided me with as identification or are personally known to me and they did take

Witness my hand this 4th day of February 1997

Prepared by:

Francis M. O'Connor 4120 East Danby Court Winter Springs, Florida 32708 Winter Springs, FL 32708

Dana S. Hegerfeld 4144 E. Danby Court Florida at Large My Commission Expires:

Virginia W. Lebioda 4124 West Danby Court Winter Springs, Florida 32708

RICHARD 8. TAYLOR, JR.

GOMMISSION & CC 476257

CXPIRES AUG 10, 1899

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ATLANTIC BONDING CO., INC.