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YV. HSELE CO, FL.

DECLARATION OF RESTRICTIONS:

BEAR CREEK ESTATES

400 W. Edgemont  
Winter Springs, FL 32708

Developed By:

Winter Springs  
Development Corporation  
861 Douglas Avenue  
Longwood, Florida 32750

Prepared By:

Joe Castello of  
J W Castello, P.A.  
315 Hyde Park Avenue  
Tampa, Florida 33606

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DECLARATION OF RESTRICTIONS

OF

DEAR CREEK ESTATES

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DECLARATION OF RESTRICTIONS:BEAR CREEK ESTATES

This document is the "DECLARATION OF RESTRICTIONS: BEAR CREEK ESTATES" and is made \_\_\_\_\_, 198\_\_, by WINTER SPRINGS DEVELOPMENT CORPORATION, a Florida Corporation ("Developer").

ARTICLE I: Background and Purpose

Developer owns the lands in Seminole County, Florida, described, platted, and known as:

All of BEAR CREEK ESTATES, as per map or plat recorded  
Plat Book 26, Pages 57, Seminole County Public Records.  
5A.59

The foregoing land is called the "Properties" in this Declaration and constitutes part of a planned development in Seminole County, Florida, known as "Tusawilla" and so called in this Declaration.

As part of the development of Tusawilla, Developer has formulated a comprehensive plan for the use, development, disposition, and enjoyment of the Properties as a residential community. To implement such plan, Developer has or will establish Bear Creek Homeowners Association, Inc., as a Florida Corporation Not For Profit (the "Association").

By executing, delivering, and recording this Declaration, Developer will implement such comprehensive plan further by establishing certain Common Properties, as defined below, the Association's jurisdiction over the Properties, and certain reciprocal easements and restrictions for the Properties. Developer intends by the foregoing to enhance the value, desirability, and marketability of the Properties, and the remainder of Tusawilla, as a planned residential community.

ARTICLE II: Definitions and Construction

Section 1. DEFINITIONS. Unless the context expressly or necessarily requires

otherwise, the following terms mean as follows wherever used in this Declaration, the Articles, and the By-laws:

(a) "Applicable Law" means any constitutional provision, statute, ordinance, rule, regulation, order, permit requirement, resolution, or other positive enactment having the force of law and (i) from time to time applicable to the Properties, any activities on or about the Properties, the Association, or any person affected, and (ii) validly enacted, promulgated, adopted, or enforced by any sovereign. To the extent not inconsistent with the context, such term also includes the general principles of decisional law.

(b) "Articles" means the Association's articles of incorporation, as from time to time amended.

(c) "Association" means Bear Creek Estates Homeowners Association, Inc., a Florida Corporation Not For Profit, its corporate successors, and such of its assigns as may receive title to any of the Common Properties upon dissolution of the Association, as provided in the Articles.

(d) "Board" or "Board of Directors" means the Association's Board of Directors, as from time to time duly constituted pursuant to the Articles and By-laws.

(e) "Builder" means any person who from time to time acquires an interest in any of the Properties from Developer for the purpose of completing the Work, but who is not designated a "Developer" in a recorded instrument.

(f) "By-laws" means the Association's By-laws, as from time to time amended.

(g) "Common Properties" means all real property, or interests in real property, from time to time owned by the Association for the common use and enjoyment of all Homeowners. The Common Properties initially consist of (i) the Community Streets, (ii) the Community Wall and the benefit of the easements established by this Declaration for its maintenance, (iii) the benefit of the conservation easements established over the Preservation Areas by this Declaration, and (iv) the benefit of the easements established by this Declaration for any common facilities that from time to time may be installed on any Lot, as provided in this Declaration.

(h) "Community Streets" means (i) the areas designated as "Black Bear Court" and "Bear Creek Circle" on the Plat, together with the area shown on the Plat as the extension of the boundaries of Bear Creek Circle to the southerly right-of-way line of Northern Way, and (ii) any other roads or streets from time to time within or servicing the Properties that are not dedicated to use by the general public.

(i) "Community Wall" means any wall or similar structure, from time to time situated on or along any of the perimeter boundaries of and entrances to the Properties, together with any footings, related equipment (including wiring or irrigation systems), landscaping, and other appurtenances, and includes any boundary fencing and gates from time to time installed at the Easterly and Westerly ends of the Power Easement.

(j) "Declaration" means this "Declaration of Restrictions: Bear Creek Estates," as from time to time amended.

(k) "Developer" means Winter Springs Development Corporation, a Florida Corporation, its corporate successors, and such of its assigns as from time to time (i) acquire an interest in the Properties for the purpose of completing the Work; and (ii) are designated as such in a recorded instrument.

(l) "Entitled User" means any Resident, other than a Homeowner, and any guest.

(m) "First Mortgage" means a mortgage having priority under Applicable Law over all other mortgages on the same property.

(n) "Homeowner" means the person(s) who from time to time hold(s) record fee simple title to any Lot. Any co-owner is a "Homeowner" for all purposes, except (i) unless the Association is notified otherwise in writing, either

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spouse has apparent authority to give and receive any notice, and exercise the vote, with respect to any Lot held in tenancy by the entirety; and (ii) a co-owner not in possession is not entitled to receive any notice with respect to any Lot, unless such co-owner gives the Association written notice specifying such co-owner's address for purposes of notice. Any Developer or Builder is a "Homeowner" to the extent of each Lot to which such Developer or Builder from time to time holds record title, except as expressly provided otherwise.

(o) "Lot" means each residential subdivision lot from time to time delineated as such on the Plat, or any consolidation of any two or more such Lots, or any resubdivision of any such consolidated Lots, that in either case complies with the requirements of this Declaration.

(p) "Mortgagee" means the person or persons who, individually or collectively, from time to time is or are the record owner(s) of a mortgage.

(q) "Plat" means the recorded subdivision plat of Bear Creek Estates identified above, as from time to time amended.

(r) "Power Easement" means the area designated "100' Florida Power Corporation Easement" on the Plat.

(s) "Preservation Areas" means the areas from time to time designated "Greenbelt, Drainage, and Utility Easement" on the Plat.

(t) "Properties" means the lands encompassed by and described on the Plat, together with any additions, and less any deletions, as hereafter may be made as provided in this Declaration.

(u) "Resident" means any Homeowner, tenant, contract purchaser, or family or household member.

(v) "Required Percentage" means as from time to time provided in the Articles. At the time this Declaration is recorded, such term means members eligible to cast at least ninety percent (90%) of the total votes eligible to be cast by each class of membership and voting as classes. Upon termination of Class B membership, as provided in the Articles, such term means members eligible to cast at least ninety percent (90%) of the total votes eligible to be cast.

(w) "Special Approval" means as from time to time provided in the Articles. At the time this Declaration is recorded, such term means a two-thirds (2/3) vote of those members eligible to vote and present and voting as classes at a meeting duly called and convened. Upon termination of Class B membership, as provided in the Articles, such term means a two-thirds (2/3) vote of those members eligible to vote and present and voting at a meeting duly called and convened. Special Approval also may be obtained by written action, as provided in the Articles.

(x) "the Work" means the development of the Properties as a residential community by, among other things, the construction and installation of streets, buildings, and other improvements, including residential dwellings, and the sale, lease, or other disposition of any portion of the Properties as completed Lots, with or without residential dwellings.

Express reference is made to the "Schedule of Defined Terms" attached to this Declaration for the respective meanings and construction of certain other terms, as used in this Declaration, the Articles, and the By-laws, unless the context expressly or necessarily requires otherwise.

Section 2. CONSTRUCTION. Unless the context expressly or necessarily requires otherwise:

(a) Number and Gender. The use of the singular includes the plural, and vice versa; and the use of any gender includes all genders.

(b) Expense. Any action is at the expense of the person required to take it, whether taken by or for the account of such person.

(c) Headings. Headings are for indexing and organization only and may not be used to construe any substantive provisions.

(d) Inclusion. Each use of the terms "Common Properties," "Lot," "Properties," "Community Streets," "Community Wall," "Power Easement," and "Preservation Areas" includes (i) any portions applicable to the context, with the same effect as though the words "all or any applicable portion of the" immediately preceded each use of such term, and (ii) any improvements, structures, fixtures, attachments, trees, vegetation, and other appurtenant property, together with the benefit of any easements and other appurtenant rights.

(e) Time. Each provision of this Declaration, the Articles, and the By-laws applies from time to time and at any time. Without limitation, any right or remedy may be exercised from time to time and at any time, as often as the person entitled to exercise it considers necessary, convenient, desirable, or expedient.

This Declaration should be construed to avoid inconsistent results and otherwise in a reasonable, practical manner to effect its purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for their development and enjoyment as a residential community that is not inconsistent with Developer's comprehensive plan for Tuscanwilla, as from time to time amended. Without limitation, this Declaration will not be more strictly construed against Developer because it was prepared by Developer.

### ARTICLE III: Common Properties

Section 1. EASEMENTS OF ENJOYMENT. Every Homeowner has a non-exclusive right and easement of enjoyment in and to the Common Properties that is appurtenant to, and passes with, the title to every Lot, subject to: (i) the provisions of this Declaration, the Articles, and By-laws; (ii) the Association's right to adopt, amend, and enforce reasonable, uniform rules and regulations governing the use of the Common Properties; and (iii) any action properly taken pursuant to any of the foregoing, including the imposition of reasonable fines or penalties, or both, for any violation of the Association's rules and regulations.

Section 2. EXTENT. As more particularly provided in this Declaration, the extent of the foregoing easement of enjoyment is to (i) have the Common Properties

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maintained for their respective intended purposes, and (ii) use and enjoy the Common Properties in any manner that is not inconsistent with their respective intended purposes, and (iii) prevent any use of the Common Properties that is inconsistent with their respective intended purposes. Without limitation, the foregoing easement includes:

(a) Community Wall. The right to have the Community Wall maintained and restored, unless the Required Percentage determines otherwise.

(b) Preservation Areas. The right to have the Preservation Areas maintained, as provided in this Declaration.

(c) Community Streets. A permanent, non-exclusive easement for reasonable pedestrian and vehicular ingress and egress over, across, and through the part of the Community Streets improved for such use by Developer as part of the Work (hereafter, the "Access Easement"), and the rights (i) to have such part suitably maintained and restored for such uses for so long as is required to provide convenient vehicular access to any Lot, and (ii) unless the Required Percentage decides otherwise, to have maintained and restored for their respective intended purposes any other improvements installed within the Community Streets by Developer as part of the Work, including any landscaping, lighting, or security installations.

(d) Sidewalks. A permanent, non-exclusive easement of reasonable pedestrian ingress and egress over any sidewalks (i) from time to time situated on any Lot along its boundary with any Community Street, or (ii) installed by Developer or any Builder anywhere else within the Properties for common use as part of the Work.

The benefit of such rights and easements over, across, and through the Common Properties may be subdivided among not more than 67 Lots, except that Developer may extend the benefit of the conservation easements established by this Declaration over the Preservation Areas to any adjoining lands or to other persons, or both, as expressly provided below in this Declaration. Whenever any right or easement is described as non-exclusive by this Declaration, its benefit nevertheless is exclusive to all Lots expressly granted such benefit, unless this Declaration or the Plat expressly grant such benefit to the Association or other persons. In no event does the benefit of any such easement extend to the general public or grant any right of access or entry to the general public. The benefit of all rights and easements granted by this Declaration constitutes a permanent appurtenance to, and passes with, the title to every Lot.

Section 3. RIGHTS OF USE. "The Association also may assign to any Lot or Lots an exclusive right of use for any postal, refuse collection, or other facilities from time

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to time maintained by the Association upon the Common Properties for the use of any Homeowners severally. If any such facility is not available for use by all Homeowners, then any costs of its installation, maintenance, restoration, and removal must be assessed specifically against only the Lots granted such exclusive right of use, as provided below in this Declaration, and with advance consent of each such Homeowner, unless Special Approval is obtained to assess any of such costs to all Lots.

Section 4. DELEGATION OF USE. Any Homeowner may delegate any right of enjoyment and other rights in and to the Common Properties to any Resident of such Homeowner's Lot. Any delegation to guests by any Homeowner or Resident is subject to the Association's rules and regulations.

Section 5. RESTITUTION. Each Homeowner will reimburse the Association for any damage or waste to any of the Common Properties caused by such Homeowner or any Entitled User of such Homeowner. Any tenant or contract purchaser, as the case may be, of any Lot will so reimburse the Association for any such damage or waste caused by such tenant or contract purchaser, or any Entitled User of such tenant or contract purchaser. Notwithstanding the foregoing, or any other provision of this Declaration to the contrary, a Homeowner's, tenant's, or contract purchaser's liability to the Association under this Section for any unintentional acts or omissions of any person is limited to the available proceeds of any insurance maintained by such Homeowner, tenant, or contract purchaser, plus any applicable deductible amount, if, at the time of such act or omission, such Homeowner, tenant, or contract purchaser, as the case may be, has insurance in force complying with such reasonable requirements as the Association from time to time may establish. Collectability of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance for the Common Properties must provide for waiver of subrogation by the Association's insurer against any Homeowner, tenant, or contract purchaser because of any unintentional acts or omissions.

Section 6. GENERAL RESTRICTIONS. Except (i) with the Association's advance written consent, or (ii) as from time to time may be permitted by the Association's rules and regulations, or (iii) for any uses and activities expressly permitted by this Declaration:

(a) Obstructions. The Common Properties may not be obstructed, nor may anything be installed, maintained, restored, or permitted to remain on the Common Properties, except the improvements and other property installed by Developer as part of the Work and their respective replacements, renewals, and substitutions.

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(b) Alterations. Nothing may be altered on, or removed from, the Common Properties.

(c) Activities. No activity is permitted in or upon the Common Properties, except those activities for which the Common Properties are suitably improved by Developer as part of the Work. All such permitted activities are subject to the Association's rules and regulations.

(d) Waterbodies. No swimming, bathing, fishing, canoeing, boating, or any other recreational activity is permitted in, about, or upon any stream, lake, pond, or other waterbody from time to time situated upon or adjoining the Common Properties, nor may any consumptive use be made of, or any substance or material emitted or discharged into, any such waterbody. No right of access to any such waterbody is established by this Declaration over, across, and through any of the Common Properties. Any riparian rights in any such waterbody are vested in the Association, except the right of any Lot to a reasonably unobstructed riparian view in the manner that may be established by Developer as part of the Work.

Any capital improvements to the Common Properties, except maintenance and restoration of items installed by Developer as part of the Work, require Special Approval. Any conveyance, encumbering, dedication, or other voluntary disposition of the Common Properties must be approved by the Required Percentage.

Section 7. UTILITY EASEMENTS. The Common Properties are dedicated for use by any utilities for installation, maintenance, restoration, and removal of their respective facilities serving the Properties and installed as part of the Work. Developer grants to such utilities, jointly and severally, easements for such purpose, but no disturbance of any building, wall, or other permanent structure installed by Developer as part of the Work is authorized. The foregoing grant supplements and is cumulative to any utility easements established by the Plat. No such easement, whether granted by this Declaration, the Plat, or any other instrument, authorizes any utility to extend any right of access or use to the general public. After conveyance of the Common Properties to the Association, additional easements for utility purposes may be granted over the Common Properties by the Required Percentage.

Section 8. DRAINAGE EASEMENTS. The Preservation Areas are dedicated for use by any sovereign for installation, maintenance, restoration, and removal of drainage facilities from time to time serving the Properties and other lands in the manner provided by Applicable Law. The foregoing grant supplements and is cumulative to any drainage easements established by the Plat. No such easement, whether granted

by this Declaration, the Plat, or any other instrument, authorizes any right of access or use to the general public. After conveyance of the Common Properties to the Association, additional easements for drainage purposes may be granted over the Common Properties by the Required Percentage.

Section 9. PROCEEDS. Any insurance, condemnation, and other proceeds that may be payable with respect to any damage or taking with respect to the Common Properties will be paid to the Association, to be held and applied by the Association for restoration, unless the Required Percentage decides that restoration will not be required. No Homeowner or Mortgagee has any claim or right or remedy with respect to any insurance proceeds payable or paid to the Association pursuant to any insurance maintained by the Association. Without limitation, if the Required Percentage decides that restoration will not be required, any such proceeds may be used by the Association for any purpose. Any proceeds payable in connection with any taking of the Common Properties must be paid to the Association, to the extent they are applied to restoration, and to the person or persons otherwise entitled under Applicable Law, to the extent they are not so applied. Without limitation, no Homeowner or Mortgagee has any claim or right or remedy with respect to any such proceeds to the extent they are so applied, and the Association has no claim or right or remedy with respect to any such proceeds not so applied. Any proceeds to which the Association is entitled that are received by any Homeowner or Mortgagee must be paid to the Association and, if not so paid, may be assessed specifically against such Homeowner's Lot, as provided below in this Declaration. Any such proceeds to which any Homeowner or Mortgagee is entitled that are received by the Association must be paid to such Homeowner or Mortgagee. The foregoing provisions apply only to the apportionment of the proceeds that are payable as compensation for any Common Properties taken. They do not apply to any amounts that may be separately awarded for severance damages to any Lot, or as compensation for expenses incurred as a result of any taking, such as moving or relocation expense, so long as such separate award does not reduce the proceeds otherwise payable as compensation for any Common Properties taken.

Section 10. OWNERSHIP RIGHTS LIMITED. No transfer of title to any Lot passes any rights in and to the Common Properties, and no provision in any deed or other instrument of conveyance of any interest in any Lot may be construed as passing any such rights, except as expressly stated in this Declaration or the Plat, or both. The conveyance to the Association of the Common Properties vests in the Association the underlying fee simple title or right of reverter, as the case may be, to any street, utility easement, or other dedicated area from time to time situated on, or abutting,

any of the Common Properties from time to time owned by the Association in fee simple, notwithstanding the fact that any Lot also is from time to time shown or described as abutting any such dedicated area. The fact that any Lot from time to time may be shown or described as bounded by any artificial or natural monument on or constituting part of the Common Properties does not pass to the Homeowner of such Lot any rights to such monument, except as expressly granted by this Declaration or the Plat, or both. Such monument instead is and will remain part of the Common Properties, with all appurtenant rights inuring to the exclusive benefit of the Association as part of the Common Properties, except as may be expressly stated otherwise in this Declaration or the Plat, or both.

Section 11. THE WORK. Nothing contained in this Declaration, the Articles, the By-laws, the Plat, or any of the Association's rules and regulations may be construed to prevent or restrict any Developer, Builder, or their respective contractors, subcontractors, agents, employees, and guests, from doing or performing on any part of the Properties owned or controlled by any Developer or Builder whatever they individually or collectively from time to time determine to be necessary, convenient, or desirable to develop the Properties and otherwise complete the Work, including:

(a) Improvements. Installing, maintaining, restoring, and removing, in any applicable combination, any structures, improvements, and other property in any manner not prohibited by Applicable Law as may be necessary, convenient, or desirable to complete the Work, establish the Properties as a residential community, and dispose of the Properties in parcels by sale, lease, or otherwise, including the installation, maintenance, restoration, and removal of model homes, sales offices, and construction offices; or

(b) Development. Performing any activities permitted or required by Applicable Law that are necessary, convenient, or desirable to complete the Work, establish the Properties as a residential community, and dispose of the Properties in parcels by sale, lease, or otherwise; or

(c) Signs. Installing, maintaining, restoring, and removing such signs and other displays, and conducting such activities not prohibited by Applicable Law, as may be necessary, convenient, or desirable in connection with the sale, lease, or other disposition of the Properties.

Notwithstanding the foregoing, the exercise of any right or remedy provided by this Article in favor of a Builder may be limited or prohibited by agreement between Developer and any Builder.

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Section 12. TEMPORARY EASEMENTS. Temporary easements are reserved for the benefit of Developer and any Builders over, across, and through the Common Properties for any uses, structures, and activities necessary, convenient, or desirable to complete the Work, including the development of the Common Properties, and including the use of the Community Streets for any such purposes, notwithstanding the provisions of the following Article. Such easements must be exercised so as not to cause any permanent, material damage to any completed portion of the Common Properties, or to obstruct any of the Common Properties unnecessarily. Each Developer or Builder promptly will restore any damage that Developer or Builder causes any completed Common Properties by the exercise of the foregoing easements or will reimburse the Association for any expenses of restoration. Such easements include the right to maintain signs and displays and to conduct sales and promotional activities that do not unreasonably interfere with the use of the Common Properties by Homeowners and Residents for their intended purposes. Such easements continue so long as any Developer or Builder prosecutes the Work with reasonable diligence and until all Developers and Builders no longer offer any Lot within the Property for sale, lease, or other disposition in the ordinary course of any Developer's or Builder's business.

Section 13. GENERAL LIMITATIONS. No Homeowner has the right to require any particular standard of maintenance or restoration for any of the Common Properties, including any guardhouse and other improvements intended to be used as part of a security system for the Properties. Except to the extent the Association's membership from time to time may or must decide otherwise, the Board determines the nature, extent, and cost of any maintenance and restoration of the Common Properties, including any security system serving the Properties. Without limitation, Developer does not contemplate the operation of a manned security system for the Properties.

#### ARTICLE IV: Community Streets

Section 1. COMMUNITY STREETS. The benefit of the Access Easement is extended, without limitation, to the persons described in the "Adoption and Dedication" contained on the Plat, which is here incorporated by reference. The conveyance of the Community Streets by Developer to the Association operates as a non-exclusive assignment to the Association of any right or remedy reserved to Developer by such "Adoption and Dedication" with respect to the Community Streets, which Assignment becomes absolute and exclusive upon termination of Class D membership. Without

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limitation, the Association may exercise any right or remedy reserved by such Adoption and Dedication, or otherwise available under Applicable Law, to deny ingress or egress over the Community Streets to any person who may create or participate in a disturbance or nuisance within the Properties. The Access Easement also is subject to all of the following rights in favor of the Association, any of which may be exercised from time to time as often as the Board considers necessary, convenient, desirable, or expedient:

(a) Obstructions. To install, restore, maintain, and remove speed bumps or other devices and obstructions to control vehicular traffic within the Properties.

(b) Security. To install, restore, maintain, and remove security systems, or devices or obstructions, to prevent any unauthorized entry into, or exit from, the Properties.

(c) Regulations. To adopt, amend, and enforce reasonable, uniform rules and regulations (i) controlling vehicular traffic or parking, or both, or (ii) regulating or prohibiting various types or classes of vehicles from operating on the Community Streets that are not consistent with the enjoyment of the Properties as a residential community, or (iii) regulating or prohibiting any other activities in, on, or affecting the Community Streets, or (iv) any combination of the foregoing.

As used in this Declaration, the term "vehicle" should be construed in its broadest sense to include any vehicular means of transport now or hereafter devised, including bicycles and children's vehicles. Any rules and regulations substantially equivalent to those from time to time established by Applicable Law for public streets of a similar class and character to the Community Streets are prima facie "reasonable" for all purposes; but no substantial non-equivalence to any such public requirements establishes any presumption of unreasonableness.

Section 2. PARKING. No vehicle may be parked, stored, kept, maintained, or restored on the Community Streets, except (i) as from time to time may be expressly permitted by the Association's rules and regulations or otherwise with the Association's advance written consent; (ii) for emergency repairs to a temporarily disabled vehicle; (iii) for deliveries, loading, unloading, and construction operations and activities with respect to any Lot; (iv) as a result of police, fire, or other emergency; or (v) in connection with reasonable social gatherings, unless the Association determines that parking on the Community Streets as a result of such gatherings is creating a nuisance, when it from time to time may adopt, amend, and enforce appropriate rules and regulations limiting such parking, or such gatherings, or both. Any vehicle parked in violation of the provisions of this Section, or the Association's rules and regulations

the Plat, this Declaration, and the conveyance of the Common Properties to the Association, Developer intends to vest in the Association a sufficient right of possession in and to the Community Streets to enable the Association, acting by and through any Authorized Person, to maintain civil or criminal, or both, actions for trespass under Applicable Law for violation of the Parking Restrictions or, under the conditions stated in the preceding Section, for violation of the Association's other rules and regulations with respect to the operation of vehicles on or about the Community Streets. No such person initiating any such civil or criminal complaint or action, nor the Association, is liable for malicious prosecution, defamation, other wrongful misconduct, or for any resulting loss or damage, if such person (i) has personal knowledge, or has been reliably informed, of sufficient facts to form a reasonable conclusion that a violation has occurred, and (ii) in the case of a violation of the Parking Restrictions only, attempts to notify the person apparently owning or controlling the applicable vehicle before undertaking, demanding, or authorizing its removal, as the case may be. A single attempted inquiry at the front door of the residential dwelling in front of which the vehicle apparently is parked in violation of the Parking Restrictions constitutes sufficient compliance with the foregoing notice provision, as does posting a written notice of violation at a conspicuous place on the vehicle for a continuous period of at least one hour.

Section 6. LIABILITY. Any use of the Community Streets is at the sole risk of the person making, permitting, or authorizing such use. Without limitation:

(a) Maintenance. Neither the Association, nor any of its officers, Directors, members, or employees (including volunteer employees), is or are liable to any person for any loss, injury, damage, or death caused by, or resulting from, any failure to maintain or restore the Community Streets, or any defect or condition in the Community Streets, whether obvious or hidden, unless such defect or condition is intentionally created by or on behalf of the Association. For any failure by the Association to maintain or restore the Community Streets, the Association, and not any of its officers, Directors, members, or employees (including volunteer employees), is liable only for damages for impairment of the Access Easement, and not for any resulting or consequential loss, damage, injury, or death. The foregoing limitation does not impair any right or remedy of any Homeowner to seek injunctive or other appropriate relief, coercing the Association to maintain or restore the Community Streets as required by this Declaration.

(b) Dominion. No exercise of dominion, ownership, possession, or control over the Community Streets by or on behalf of the Association, including the

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adoption or enforcement, or both, of rules and regulations, or the provision or operation of security systems, subjects the Association or any of its officers, Directors, members, agents, contractors, or employees (including volunteer employees) to any liability, unless such exercise is maliciously intended to cause loss, damage, injury, or death to any person. No failure by the Association to adopt or enforce, or both, any rules and regulations controlling the use of the Community Streets, or to take any other action with respect to the Community Streets, including the provision or operation of security systems, imposes any liability on the Association for any damage, loss, death, or injury to by person.

(c) Title. The Association is not liable, because of its ownership, possession, or control of the Community Streets, for any act or omission of any person using or otherwise on or about the Community Streets, unless the Association is liable solely under general principles of respondent superior, without regard to the ownership, possession, dominion, or control of the Community Streets.

(d) Children. Each Homeowner, tenant, or contract purchaser of any Lot has a non-delegable duty to the Association to warn and prevent any children or other persons of immature, diminished, or impaired capacity that are subject to such Homeowner's, tenant's, or contract purchaser's right of control from entering or using the Community Streets in a manner hazardous to any such child's or other person's safety, regardless of whether such entry or use is induced by any condition or activity on or about any of the Community Streets that is attractive to a child or other person of immature, diminished, or impaired capacity.

(e) Property. The Association has no duty of care with respect to any property of any person at any time located, used, or operated on or about the Community Streets, except the duty not to damage any such property maliciously.

ARTICLE V: Community Wall

Section 1. COMMUNITY WALL. Any Lot on or along which the Community Wall from time to time is situated is burdened to a depth of five feet with an easement for the installation, maintenance, restoration, and removal of the Community Wall. The Homeowner of such Lot may make any use of the foregoing easement area that is

not inconsistent with the foregoing easement; but no attachment (including climbing vines or other vegetation) may be made to the Community Wall, and no permanent wall, building, or other structure may be installed, maintained, restored, or permitted to remain on any Lot within five feet of the Community Wall, except (i) a side wall or fence that substantially conforms to plans and specifications approved by the Association as provided below in this Declaration, or (ii) as may be permitted by the Association's rules and regulations, or (iii) with the Association's advance written consent. In addition to the easement for the Community Wall established by this Section, the Association also has a right of entry, as provided below in this Declaration, to each Lot on or along which the Community Wall is situated to install, maintain, restore, and remove the Community Wall.

Section 2. RECONSTRUCTION. The easements established by this Declaration with respect to the Community Wall expressly extend to the Community Wall, as it from time to time exists, including any replacement or restoration of the Community Wall as installed by Developer as part of the Work. Such easements accordingly are not terminated, impaired, or discharged by any damage to the Community Wall; and the Association, promptly following any damage to the Community Wall, must undertake its restoration, unless the Required Percentage determines that the Community Wall should not be restored.

Section 3. DEVELOPER. As a Developer Prerogative defined in Article X of this Declaration, Developer's advance written consent is required for (i) any material change to the appearance of any part of the Community Wall facing Northern Way, or (ii) any decision not to restore the Community Wall.

#### ARTICLE VI: Preservation Areas

Section 1. CONSERVATION EASEMENTS. The Preservation Areas are burdened by permanent, private conservation easements, as defined in Section 704.06, Florida Statutes (1979), for the benefit of Developer, the Association, and each Lot. Any uses, activities, and conditions described in Section 704.06(1), Florida Statutes (1979), are prohibited within the Preservation Areas, except those from time to time necessary, convenient, or desirable to (i) permit use of the Preservation Areas for utility or drainage purposes, or both, or (ii) prevent any condition from becoming hazardous to human health, safety, or welfare, or (iii) permit completion of the Work. Notwithstanding the foregoing, dead or diseased trees, shrubs, and vegetation may be hand cleared, and the Association by its rules and regulations from time to time may

permit the removal or destruction of other trees, shrubs, or vegetation so long as (i) the Preservation Areas remain predominately in their natural condition; (ii) the usefulness of the Preservation Areas for drainage, flood control, water conservation, erosion control, soil conservation, and fish and wildlife habitat is not materially impaired; and (iii) such rules and regulations are certified to the Association as complying with the foregoing requirements by a qualified biologist, botanist, or other appropriate consultant.

Section 2. EFFECT. Developer by a recorded instrument may extend the benefit of the conservation easements established by the preceding Section to (i) any adjoining lands, or (ii) any homeowners, condominium, cooperative, or similar association now or hereafter formed with respect to any adjoining lands, or (iii) any association, non-profit corporation, trust, or other organization that maintains similar preservation areas in Tuscawilla, or (iv) any combination of the foregoing. Developer may not extend any benefit to the general public, however, including any right of entry or access. Such easements may be terminated only by (i) the taking of the Preservation Areas, or (ii) an entry of final judgment by a court of competent jurisdiction that, because of change of circumstances, the purpose of such easements no longer reasonably can be accomplished.

Section 3. ACCESS. The preservation easements established by this Article grant no right of access or entry to the Preservation Areas to the general public or to any person except the Association, which has a right of entry as provided below in this Declaration. Without limitation, no right of access or entry is granted any Homeowner or Entitled User, except the Homeowner on whose Lot the Preservation Area is situated, and such Homeowner's Entitled Users, all of whom have a reasonable right of entry to the part of the Preservation Area situated on such Lot for any purpose not inconsistent with the maintenance of the Preservation Area for its intended purposes. Such right of entry is non-exclusive as to the Association but is exclusive as to any other person.

#### ARTICLE VII: General Servitudes

Section 1. RECIPROCAL EASEMENTS. Each Lot and the Common Properties are benefited and burdened with mutual, reciprocal easements for drainage and lateral and subjacent support as established by Developer as part of the Work. No part of the Properties may be excavated, filled, or otherwise altered if any such activity materially alters the drainage patterns or surface elevations and grades established by Developer as part of the Work. Without limitation, no alteration, use, activity,

improvement, or structure may be undertaken, installed, maintained, restored, permitted to remain, obstructed, altered, or removed if it will alter the direction, velocity, or flow of drainage established by Developer as part of the Work or will result in the erosion of, or other withdrawal of support from, any part of the Properties, as established by Developer as part of the Work. The foregoing prohibition includes any of the following, if and to the extent they cause any such alteration of drainage or support, or both: installation of fences, planting of trees or shrubs, landscaping, laying of sod, removal of soil, placing of fill, regrading of surfaces, filling of culverts, digging of holes or ditches, or altering the location, design, or condition of swales or ditches. The easement established by this Section does not authorize the installation, maintenance, or restoration of any drainage structures, facilities, or installations, except within the areas designated as an easement for drainage on the Plat.

Section 2. ENCROACHMENT EASEMENTS. There is an easement to the extent of not more than one foot for the maintenance of any unintentional encroachment of any improvement or structure from time to time installed anywhere within the Properties. The foregoing easement continues only so long as the original improvement or structure creating the encroachment remains in existence and does not extend to any restoration, replacement, or substitution of such improvement or structure. The foregoing easement includes encroachments over boundary and setback lines and onto easement areas. No maintenance or other continuation of any encroachment, intentional or unintentional, otherwise establishes any prescriptive or adverse rights anywhere within the Properties, except as expressly provided in this Section.

Section 3. UTILITY EASEMENTS. Easements for installation, maintenance, restoration, and removal of utilities, and for ingress and egress to such utilities, are established over, across, and through certain Lots by and as shown on the Plat. No such easement grants or authorizes any access or entry to or by the general public. Within such easement areas, no building, structure, planting, or other materials may be installed, maintained, restored, or permitted to remain that may damage or interfere with their use for utility purposes; but such areas otherwise must be maintained and restored by the Homeowner of each such Lot, except to the extent any maintenance or restoration is furnished by a public or private authority or utility.

Section 4. COMMON FACILITIES. Sidewalks, street lights, and other common facilities may be installed, in whole or in part, within the front yards of certain Lots by Developer, or may be required or authorized to be so installed by Developer, as part of the Work. Each Lot upon which any such common facility is so installed is burdened with permanent, non-exclusive easements (i) in favor of the Association and each Homeowner to use or otherwise enjoy each such facility in a reasonable manner for its intended purposes, and to prevent any interference with such use or enjoyment, and (ii) in favor of the Association for its maintenance and restoration. No entry may be

(individually and collectively, the "Parking Restrictions"), may be removed by the Association at the expense of its owner at the instance of any officer or director of the Association, or any other person from time to time so authorized by the Board (collectively, an "Authorized Person").

Section 3. ENFORCEMENT. Each Homeowner, contract purchaser, and tenant of any Lot has a non-delegable duty to the Association to advise their respective Entitled Users of the Parking Restrictions and to enforce their compliance by any reasonable means. If any vehicle owned or controlled by any Entitled User of any Homeowner is removed from the Properties pursuant to this Article and the Association's costs of such removal, including reasonable attorneys fees, are not recovered from such Entitled User, then the unrecovered portion may be assessed specifically against such Homeowner's Lot, as provided below in this Declaration, as may any such unrecovered costs of removing a vehicle owned or controlled by a Homeowner. Without limiting any other right or remedy, the willful refusal to remove, or permit the removal of, any vehicle parked, kept, stored, maintained, or restored in violation of the Parking Restrictions, in either event after proper demand by an Authorized Person, constitutes a trespass after warning, punishable as a criminal offense under Applicable Law.

Section 4. TRAFFIC CONTROL. Without limiting the preceding Sections of this Article, the Association from time to time may establish reasonable speed limits within the limitation of applicable law or other rules and regulations for vehicular traffic and any other activities in, upon, or about the Community Streets. If, (i) any Homeowner, Entitled User, or any other person having a right of ingress and egress over the Community Streets willfully and persistently disregards any of the Association's rules and regulations applicable to the operation of vehicles on or about the Community Streets, with the result that the conduct of such person is, or reasonably may tend to become, a hazard or nuisance to any Resident or any other person properly using the Community Streets, and (ii) at least two-thirds of the members of the Board of Directors so find after formal notice to, and reasonable opportunity to be heard by, the person affected in a reasonably impartial manner; then, upon the occurrence of both of the foregoing, the Association may suspend such person's right to operate a vehicle upon the Community Streets for a reasonable period of time not exceeding fifteen days for the first such suspension. Any operation of a vehicle on the Community Streets by such person during any period of suspension constitutes a trespass after warning, punishable as a criminal offense under Applicable Law, upon the complaint of any Authorized Person.

Section 5. EASEMENT LIMITATION. No action properly taken by the Association pursuant to this Article impairs, limits, or interferes with the Access Easement. By

made by any Homeowner or Entitled User onto any portion of any Lot not actually occupied by any such common facility. The Association may exercise its right of entry provided by the following Section onto the front yard of any Lot for the purpose of maintaining or restoring any such facility; but the easement established by this Section does not permit or authorize any disturbance of, or entry into, any improvement on any Lot. No Resident has any duty of maintenance or restoration with respect to any such common facility, nor is any Resident liable to any person for any condition that from time to time may exist in, on, or with respect to any such facility, unless such condition is created by such Resident.

Section 5. RIGHT OF ENTRY. In addition to the easements established by this Declaration, the Association has a reasonable right of entry onto the exterior of each Lot to the extent necessary to discharge any duty imposed, or exercise any right or remedy provided by or available with respect to, this Declaration, the Articles, the By-laws, or Applicable Law. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable advance notice whenever circumstances permit. Except pursuant to court order or other authority conferred by Applicable Law, entry into any improvement or fenced or enclosed area on any Lot for any purpose is not authorized by this Declaration without the consent of the Homeowner or other Resident of such Lot. Such consent will not be unreasonably withheld or delayed. The Association's right of entry may be exercised by its officers, agents, employees, and contractors. The Association also has a reasonable right of entry onto the exterior of any Lot at any reasonable time for the purpose of giving any notice, or making any demand, required by, pursuant to, or in connection with, this Declaration, the Articles, the By-laws, the Association's rules and regulations, or Applicable Law.

Section 6. RULES AND REGULATIONS. The easements and restrictions established by, and the other provisions of, this Declaration, the Articles, and the By-laws from time to time may be supplemented, construed, or implemented by the Association's rules and regulations. As and when from time to time properly adopted in compliance with any applicable requirements of this Declaration, the Articles, or the By-laws, any such rules and regulations, to the extent they relate to the Properties, constitute servitudes upon the Properties, with the same force and effect as if set forth in this Declaration, and bind each Resident, Entitled User, or other person having or claiming any right, title, or interest in or to the Properties by, through, or under Developer from and after the date this Declaration is recorded. Such rules and regulations should be construed in a reasonable, practical manner to effect the purposes

of this Declaration and to avoid conflict with the provisions of this Declaration or inconsistent results. Without limitation:

(a) Permissive Regulations. Wherever any provision of this Declaration prohibits any use, activity, condition, installation, or structure unless or except as permitted by the Association's rules and regulations, such prohibition is self-executing unless the Association adopts rules and regulations expressly permitting such matter, subject to such restrictions and prohibitions as the Association considers appropriate. No such provision of this Declaration imposes or implies any duty on the Association to adopt any such rules and regulations or otherwise grant or authorize any such permission. The power of the Association to regulate in such cases includes the power to prohibit.

(b) Restrictive Regulations. Wherever any provision of this Declaration permits, authorizes, or makes any use, activity, condition, installation, or structure subject to the Association's rules and regulations, the use, activity, condition, installation, or structure, as the case may be, is permitted upon compliance with any express requirements of this Declaration, unless the Association adopts rules and regulations further restricting or regulating the matter authorized. The power of the Association to regulate or further restrict any matter expressly permitted by this Declaration does not include the power to prohibit such matter, unless the Required Percentage decides otherwise.

(c) Other. If any provision of this Declaration makes no express reference to the Association's rules and regulations, the Association nevertheless has the power to restrict the subject matter of such provision by reasonable rules and regulations to effect the stated purposes of this Declaration and, to the extent strictly necessary to effect such purposes, to prohibit any use, activity, condition, installation, or structure.

(d) Compliance. No person has or may acquire any right or remedy to continue any pre-existing use, activity, condition, installation, or structure in violation of the Association's rules and regulations except (i) as expressly provided in this Declaration, or (ii) by a written agreement with the Association, executed by an authorized officer.

(e) Consent. Unless expressly stated that the Association's consent may not be unreasonably withheld, any provision of this Declaration requiring the Association's consent means that such consent may be granted, withheld, or conditionally granted, in the Association's discretion. Such consent may be granted by appropriate rules and regulations.

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Section 7. POWER EASEMENT. The Homeowners of the Lots burdened by the Power Easement may make any use of the part of the easement area situated on such Homeowner's Lot that is not inconsistent with its use for its intended purposes as an electrical transmission easement. The Power Easement constitutes a "utility easement" for all purposes under Section 3 of this Article and does not constitute a part of the Common Properties.

ARTICLE VIII: Lot Restrictions

Section 1. RESUBDIVISION. As provided in this Section, any Lots from time to time may be consolidated and, following any such consolidation, resubdivided, so long as (i) no more than 67 dwellings at any time are permitted within the Properties, and (ii) the minimum area of each parcel within the Properties on which a dwelling is or may be situated is one-half acre, including the area occupied by any easements, and has a minimum width of 100 feet at the front and rear building lines. If any Lot, as established by the Plat, is so consolidated as to be totally included within the boundaries of any adjacent Lots, such Lot will cease to be a "Lot" for all purposes under this Declaration, the Articles, and the By-laws. If any such consolidated Lot or Lots thereafter is or are resubdivided so as to constitute again two or more parcels complying with the requirements of this Section, each such parcel thereafter again will constitute a "Lot" for all purposes under this Declaration, the Articles, and the By-laws. Any consolidation or resubdivision complying with the requirements of this Section may be accomplished by appropriate recorded instruments between or among the Homeowners of the Lots affected, without amending the Plat, unless a Plat amendment is required by Applicable Law.

Section 2. USE. Each Lot must be improved, maintained, and otherwise used exclusively as and for a single residential dwelling for a single family or household. A household may consist of a reasonable number of persons unrelated by blood or marriage and includes domestic or other household help or employees who reside, temporarily or permanently, on a Lot.

Section 3. HOME OCCUPATIONS. No trade, business, or profession of any kind that is open to the general public at large may be conducted on any Lot. Garage sales and other similar, non-recurring activities may be permitted by the Association's rules and regulations. Trades, businesses, or professions not open to the public at large may be conducted on, and any trade, business, or profession may be conducted from, any Lot so long as it: (i) is confined exclusively to the interior of the improvements on such

Lot; (ii) does not require the use of hazardous, dangerous, or objectionable substances, machinery, or equipment; (iii) does not result in any vehicular congestion on the Properties; (iv) does not require or permit access by the general public; (v) does not cause any vibration, noise, or other emissions objectionable to any Resident; and (vi) is not prohibited by, and is conducted in compliance with, any requirements of Applicable Law. The Association from time to time may adopt reasonable, uniform rules and regulations regulating the conduct of any trade, business, or profession otherwise permitted under this Section.

Section 4. YARDS. No building or structural attachment to any building, other than a fence or wall approved by the Association, may be installed, maintained, restored, or permitted to remain within the front, side, and rear yard setbacks established by the Plat. As used in this Declaration, the term "rear yard setback area" means, except for corner Lots, the area bounded by, on the one hand, the side and rear setback lines and, on the other, the rear building line of the residential dwelling on such Lot and its projections to the side setback lines. When referring to a corner Lot, such term means the area bounded by the applicable setback lines, on the one hand, and, on the other, the rear building lines and their respective projections to the applicable setback lines. The terms "front yard," "side yard," and "rear yard" each have their ordinarily understood meanings, except that a corner Lot has a "front yard" on each street it adjoins.

Section 5. BUILDINGS. No building may be installed, maintained, restored, or permitted to remain on any Lot except (i) one detached residential dwelling not exceeding 35 feet in height, as measured from the finished grade established by Developer as part of the Work, and approved by the Association; and (ii) a private garage approved by the Association; and (iii) outbuildings permitted pursuant to the applicable provisions of this Declaration. Each residential dwelling must face a Community Street and contain at least 3,000 square feet, excluding open porches, garages, breezeways, and other areas customarily left unoccupied. No garage or outbuilding may be installed, maintained, restored, or permitted to remain on any Lot except simultaneously with a residential dwelling conforming to the requirements of this Section. Any garages and outbuildings must conform in design and materials to the residential dwelling.

Section 6. GARAGES. Unless improved parking for at least four passenger vehicles is installed entirely within the rear yard setback area on any Lot and screened from view from the Community Streets and any adjoining Lots, each Residential Dwelling at all times must include a fully enclosed vehicular parking garage of such reasonable minimum dimensions as are set forth in the Design Criteria or the Association's rules and regulations. The vehicular and any service entrances to any garage must face the

side or rear of any Lot. Notwithstanding the foregoing, the vehicular and service entrances to any garage situated entirely within the rear yard setback area may face in any direction, so long as they are screened from view from the Community Streets and any adjoining Lots. No garage may be converted to any principal use other than vehicular storage without the Association's advance written consent or in compliance with the Association's rules and regulations.

Section 7. OUTBUILDINGS. No carport may be installed, maintained, restored, or permitted to remain on any Lot. No other outbuildings, including storage sheds and barns, may be installed, maintained, restored, or permitted to remain on any Lot, or attached to any dwelling or garage on any Lot, unless (i) screened from view from the Community Streets and from any adjoining Lots; and (ii) confined to the rear yard setback areas, except that sheds screened from view from any adjoining Lot may be installed within the rear yard setbacks; and (iii) approved by the Association or in compliance with the Association's rules and regulations; and (iv) simultaneously with a residential dwelling conforming to the requirements of this Declaration.

Section 8. RECREATIONAL STRUCTURES. No swimming pool, tennis court, or other recreational facility or structure may be installed, maintained, restored, or permitted to remain on any Lot except simultaneously with a residential dwelling conforming to the requirements of this Declaration and unless approved by the Association, and in compliance with any requirements of Applicable Law. Any such facilities must be situated entirely within the rear yard; and any part of such facility consisting of a structure must be situated entirely within the rear yard setback areas. The outside edge of any wall or fence enclosing any such facility may not be closer to any side Lot line than four feet beyond the extensions of the sidewalls of the dwelling on such Lot. Any equipment serving any such facility must be situated so as to reduce, as much as practicable, noise, vibration, and other emissions to any adjoining Lots.

Section 9. FENCING. No fence, wall, or other screening, including vegetative screening, may be installed, maintained, restored, or permitted to remain on any Lot unless concealed from view, approved by the Association, or in compliance with the Association's rules and regulations. Any such fencing, wall, or other screening must be substantial and conform in design and materials to the dwelling situated on the Lot. Without limitation, no fencing of chain link or other wire materials may be installed, maintained, restored, or permitted to remain on any Lot. Temporary fencing is permitted only in connection with construction activities.

Section 10. APPURTENANCES. None of the following appurtenances or attachments may be installed, maintained, restored, or permitted to remain on any Lot,

except simultaneously with a residential dwelling complying with the requirements of this Article and then only to the extent expressly provided:

(a) General. Any garbage or trash containers or receptacles, oil tanks, bottle gas tanks, soft water tanks, hot water tanks, air conditioning compressors, utility meters, utility connections, antennas, and other appurtenances and attachments must be (i) concealed below ground; or (ii) confined to the interior of any building on any Lot; or (iii) situated within the side or rear yard areas and concealed from view, either by a substantial enclosure that conforms in design and materials to the dwelling on such Lot or otherwise. Installations such as air conditioning compressors must be situated so as to reduce, to the extent practicable, noise, vibration, and other emissions to any adjoining Lot.

(b) Play Structures. Backboards, tree houses, and other games or play structures must be situated within the side or rear yard areas, reasonably screened from view from any Community Street and any adjoining Lot, and otherwise in a manner not constituting a nuisance to any adjoining Lot because of noise, visibility, or otherwise.

(c) Enclosures. Any structurally supported enclosures, screened or otherwise, attached or free-standing, must comply with the Association's rules and regulations or be approved by the Association. Screened enclosures of the type commonly known as "birdcages" must not exceed the height of the residential dwelling and must be confined to the part of the rear yard defined in Section 8 of this Article for walls or fences enclosing recreational facilities.

(d) Signs. No sign or other informational display may be displayed to general view from any Lot except a name and address sign approved by the Association as to size, design, and materials, or complying with the Association's rules and regulations; and one dignified lawn sign not exceeding five square feet in surface area advertising a Lot for sale, lease, or other disposition.

(e) Energy Devices. Solar collectors, clotheslines, or other energy devices based on renewable resources may not be prohibited by the Association, nor may any action taken by the Association have the effect of prohibiting them. Unless concealed from view, the Association's consent is required for the installation, maintenance, and restoration of all such devices, which will not be unreasonably withheld or delayed so long as each such device is screened from view, to the extent reasonably practical and consistent with its operation for its intended purposes. This Subsection is included in this Declaration for the sole purpose of complying with Section 163.04, Florida Statutes (1981), and automatically will

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terminate and be without further force and effect as and when such statute for any reason becomes or is determined to be, inapplicable, in whole or in part, to the Properties. Without limitation, Developer would have subjected all such devices to the requirements of Subsection (a) of this Section, but for the existence of such statute.

(f) Other. Any mailboxes, fountains, gazebos, arbors, gates, entrance displays, and other decorative structures situated in the front yard of any Lot must be substantial, conform in design and materials to the residential dwelling on such Lot, and be approved by the Association or conform to the Association rules and regulations. As and when, and only if, door delivery is available to any Lot by the United States Postal Service, or its successors, the Association may prohibit, or require the removal of, or both, curbside mailboxes and their appurtenances. The Association also may require the installation on the exterior of each Lot of a receptacle suitable for the delivery of notices by the Association pursuant to this Declaration, the Articles, and the By-laws.

Except for the foregoing items, no other substantial attachment or appurtenance that is visible from any Community Street or any adjoining Lot may be installed, maintained, restored, or permitted to remain on any Lot unless it is approved by the Association or complies with the Association's rules and regulations. For purposes of this Declaration, an object is "screened from view" or not "visible" if it would not be noticed cursorily by a person of ordinary eyesight from the ordinary and customary ground level vantage points on an adjoining Lot or any Community Street. Wherever this Declaration requires that an object be "concealed from view," however, it may not be visible to a person of ordinary eyesight from any ground level vantage point on any Community Street or adjoining Lot.

Section 11. GENERAL PROHIBITIONS. No activity is permitted, nor may any object, substance, or condition, be kept, stored, installed, maintained, emitted, or permitted to remain anywhere within the Properties in violation of Applicable Law, except encroachments for which an easement is established by this Declaration. Each Resident at all times will comply with any requirements of Applicable Law. No noxious, destructive, or offensive activity or emission is permitted anywhere within the Properties, nor may anything be done in the Properties that constitutes a nuisance to any Homeowner or Resident. Without limitation:

(a) Animals. No animals, livestock, or poultry may be raised, bred, kept, maintained, kenneled, quartered, or permitted to remain anywhere within the Properties, except a reasonable number of dogs, cats, and other customary

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household pets that are kept within the buildings or a fenced or walled area on any Lot and in compliance with the Association's rules and regulations, if any. No dogs, cats, or other pets may run loose on the Community Streets.

(b) Waste. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations may be kept, stored, maintained, or permitted to remain anywhere within the Properties, except inside the improvements on each Lot, or in sanitary containers concealed from view, and in compliance with the Association's rules and regulations, if any.

(c) Intersections. No fence, wall, tree, hedge, shrub, or other structure or vegetation may be installed, maintained, restored, or permitted to remain anywhere within the Properties so as to obstruct the sight lines for vehicular traffic at any intersection.

(d) Fill. Except as necessary, convenient, or desirable in connection with the installation, maintenance, or restoration of a residential dwelling or other structure or improvement approved by the Association, no fill, earth, or other material may be excavated or removed from any Lot, unless approved by the Association.

(e) Trees. Unless dead or diseased, no tree having a trunk diameter of six inches or more, as measured one foot above ground, may be severed or otherwise removed from any Lot, intentionally damaged or destroyed, or permitted to waste, unless approved by the Association or in compliance with the Association's rules and regulations. The Association's approval will not be unreasonably withheld or delayed for any removal reasonably required for installation of a residential dwelling on a Lot.

(f) Alterations. No retaining wall, drain field, or other structure may be installed, maintained, restored, or permitted to remain on any Lot, nor may any alteration be made to the surface grade of any Lot, if any of the foregoing will accelerate, channelize, or alter the direction of drainage flow from such Lot onto any Community Street or any adjoining Lot, unless approved by the Association or in compliance with the Association's rules and regulations.

(g) Wells. No septic tank or well may be installed on any Lot, except one lawn well for irrigation, swimming pool supply, and such other non-potable uses as the Association from time to time may permit. Any such wells must comply the Association's rules and regulations, if any.

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(b) as a result, any condition on or adjoining such Homeowner's Lot becomes a hazard or nuisance to any other Resident, or diminishes or impairs the value, desirability, or marketability of any other Lots within the Properties; and

(c) at least two-thirds (2/3) of the members of the Board of Directors so find after formal notice to, and reasonable opportunity to be heard by, the affected Homeowner in a reasonably impartial manner;

then, upon the occurrence of all of the foregoing, the Association may make or perform such maintenance or restoration, or both, as reasonably is or are necessary to correct such condition and assess the cost specifically against such Homeowner's Lot, as provided below in this Declaration. The Association, its agents, employees, and contractors have a reasonable right of entry for the foregoing purposes, as provided in this Declaration.

ARTICLE IX: Architectural Control

Section 1. COMMITTEE ESTABLISHED. The Association at all times has as a standing committee an architectural control committee (the "Committee"), consisting of at least three persons. Committee members are appointed by, and serve at the pleasure of, the Board, unless the Board from time to time constitutes itself as the Committee. The Board from time to time may designate alternate members, to serve in the absence of any regular member. Absent Board action to the contrary, the Board is deemed to have constituted itself as the Committee. Committee members need not be Directors or Association members. No Committee member is entitled to compensation for services performed; but the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds. Any Committee action may be taken by a simple majority of its members, with or without a formal meeting or joint deliberation, so long as each member is informed in advance of the action proposed.

Section 2. COMMITTEE AUTHORITY. The Committee has full authority to regulate the exterior appearance of the Lots to: (i) assure harmony of external design and location in relation to surrounding buildings and topography; and (ii) to protect and conserve the value and desirability of the Properties as a residential community. The power to regulate includes the power to prohibit those exterior uses, structures, conditions, or activities inconsistent with the provisions of this Declaration or otherwise contrary to the best interests of all Homeowners in maintaining the value and desirability of the Properties as a residential community. The Committee's authority includes any

matter affecting the exterior appearance of Lots and requiring approval by the Association under the preceding Article.

Section 3. COMMITTEE APPROVAL. No building, improvement, structure, addition, landscaping, attachment, condition, excavation, alteration, or change (including any color change) may be made, installed, maintained, restored, or permitted to remain on or to the exterior of any Lot, unless made, installed, maintained, or restored, as the case may be, substantially in compliance with plans and specifications reviewed and approved by the Committee in advance. Notwithstanding the foregoing, the Committee's approval is not required for (i) restoration of any previously approved building, structure, or other item that is substantially identical in all respects to the original work, as approved, or (ii) for any item that is concealed from view from the Community Streets and any adjoining Lots by improvements, structures, fencing, vegetation, or other items previously approved by the Committee.

Section 4. OBJECTIVE STANDARDS. In addition to any other express standard that may be provided by this Declaration, all actions by the Committee must: (i) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Properties; and (ii) protect and conserve the value and desirability of the Properties as a residential community; and (iii) not conflict with the express provisions of this Declaration, the Articles, and the By-laws; and (iv) otherwise be in the best interests of all Homeowners in maintaining the value and desirability of the Properties as a residential community.

Section 5. DESIGN CRITERIA. Attached to this Declaration are the "Design Criteria" that are applicable to the initial installation of a residential dwelling on any Lot within the Properties. Until January 1, 1989, any amendment, waiver, variance, exception, or abandonment of any Design Criteria requires Special Approval. Absent such Special Approval, no dwelling, structure, or condition may be installed, maintained, restored, or permitted to remain on any Lot that is inconsistent with any of the Design Criteria. Any amendment, waiver, variance, exception, or abandonment of any Design Criteria, either generally or in a particular case, must be evidenced by an appropriate recorded instrument, executed by the Association. From and after December 31, 1988, the Design Criteria, as they previously may have been changed pursuant to this Section, will continue in force and effect as the Association's rules and regulations, unless (i) the Association by action of the membership taken after June 1, 1988, but before December 31, 1988, elects to continue the requirement for Special Approval for any change to any of the Design Criteria, as provided in this Section, and (ii) such action is evidenced by an appropriate recorded instrument, executed by the Association.

Section 6. RULES AND REGULATIONS. The Committee from time to time may adopt and amend reasonable, uniform rules and regulations as to all matters within the scope of its authority, including procedural matters, so long as such rules and regulations are (i) consistent with the provisions of this Declaration, the Articles, and the By-laws; and (ii) if the Board has not constituted itself as the Committee, approved by the Board before taking effect. Rules and regulations adopted pursuant to this Section have the same force and effect as the Association's other rules and regulations and are enforced by the Board in the name of the Association.

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Section 7. SUBJECTIVE JUDGMENT. In addition to complying with the objective standards of this Declaration, any applicable Design Criteria, and any applicable rules and regulations, Developer specifically intends the Committee members to exercise an informed, subjective aesthetic judgment as to any matters within the Committee's authority that is conclusive and binding upon any person affected, absent bad faith, mistake, or deliberate, intentional discrimination that cannot be justified on any rational basis. Without limitation, and in recognition of the fact that each Lot is unique, no Committee action with respect to any particular Lot necessarily is of any precedential value with respect to any other Lot. Specifically, the fact that the Committee may have approved or denied a particular installation, condition, activity, or item with respect to any particular Lot does not, by itself, constitute grounds for requiring such approval or denial with respect to any other Lot. Each application for Committee action must be evaluated on its own merits, with the Committee exercising the broadest discretionary judgment that is consistent with the requirements of this Declaration.

Section 8. REVIEW. The Board from time to time may appoint one or more persons to make preliminary review of any applications to the Committee and report such applications with such person's advisory recommendations for Committee action. If the Board has not constituted itself as the Committee, provision must be made for review by the Board of Committee decisions at the request of the applicant, subject to such reasonable limitations and procedures as the Board considers appropriate. The Association's procedures for review and enforcement of the provisions of this Article in all events and at all times must provide any affected person with reasonable advance notice and a reasonable opportunity to be heard in person and through appropriate representatives of such person's choosing in a reasonably impartial manner.

Section 9. APPLICATIONS. Any applications for Committee approval must be accompanied by three sets of plans and specifications, together with such renderings, samples, models, and other information as the Committee reasonably may require. Any application submitted other than by Homeowner must attach the Homeowner's written

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professional must certify to the Association in writing that the work has been completed substantially according to the approved plans and specifications; and no Statute of Limitations begins to run in favor of any Homeowner or other applicant with respect to any substantial non-conformity to the approved plans and specifications until such certificate is filed.

Section 12. CHANGES. Any material change to any plans and specifications approved by the Committee also must be approved by the Committee as provided in this Article, except that the Committee will expedite, to the extent practical; any such application that is made while construction is in progress. The Committee in no event is required to act upon any such application in less than 15 days, however.

Section 13. NOTICE OF ACTION. No suit, proceeding, or other action to enforce the provisions of this Article may be commenced or continued, nor may any of the provisions of this Article be enforced, against any person who acquires any interest in a Lot without actual knowledge that a building or other structure (including walls and fencing) was installed, maintained, or restored, as the case may be, in violation of the requirements of this Article unless such suit, action, or other proceeding is commenced within one year after such building or other structure was substantially complete and a lis pendens or other notice of the pendency of such action is recorded within such time period. No such action may be commenced, continued, or otherwise enforced against any purchaser or creditor who acquires an interest in, or a lien upon, any Lot for value, other than pre-existing indebtedness, and without actual knowledge of any such violation, if such purchaser or creditor obtained a statement under oath from the applicable Homeowner that no violation existed on such Lot at the time value was given or paid. Upon payment of any reasonable uniform charge that the Association from time to time may impose to defray its costs, the Association within ten days after request will issue an appropriate certificate of compliance or noncompliance, as the case may be, with the provisions of this Article that is binding and conclusive as to the information it sets forth upon both the Association and any person without actual knowledge to the contrary.

Section 14. DEVELOPER ACTION. Notwithstanding any provision of this Article, no Committee approval is required for any residential dwelling or any of its appurtenances constructed by Developer on any Lot as part of the Work, so long as it otherwise conforms to the applicable requirements of this Declaration, including the Design Criteria. The foregoing exemption is for the exclusive benefit of a Developer and may not be extended by a Developer to any Builder or any Homeowner other than a Developer.

## ARTICLE X: The Association

Section 1. MEMBERSHIP AND VOTING. Membership and voting rights in the Association, and the requirements for membership action, are as from time to time set forth in the Articles and, as so set forth, are here incorporated by reference into this Declaration.

Section 2. COMMON PROPERTIES. As and to the extent provided in this Declaration, the Association has exclusive management and control of the Common Properties and any related equipment, fixtures, furnishings, and other tangible personal property. The Association must maintain the Common Properties and otherwise keep them in good, clean, substantial, attractive, sanitary, and servicable condition, order, and repair for their respective intended purposes. Without limitation, the Association must maintain any such Improvements, fixtures, equipment, and tangible personal property installed or furnished by Developer as part of the Work. Unless the Required Percentage decides otherwise, the Association also must restore the Common Properties after any damage.

Section 3. SERVICES. The Association may obtain and pay for the services of any persons to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association determines are necessary or desirable for the proper maintenance and restoration of the Properties, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. The Association may contract with others to furnish security services, trash collection, lawn care, and any other services or materials, or both, to any Lots. If any such services or materials are furnished to less than all Lots, however, and unless Special Approval is obtained to assess such costs to all Lots, (i) any costs of such services must be assessed specifically against only those Lots enjoying their benefit, as provided below in this Declaration, and (ii) the advance consent of the Homeowner of each such Lot is required.

Section 4. RULES AND REGULATIONS. The Association from time to time may adopt, amend, and enforce rules and regulations governing any of the Properties or the Association's activities, or both. Such rules and regulations must be consistent with the rights and duties established by this Declaration, the Articles, and the By-laws and must apply uniformly to their respective subject matter. The validity of the Association's rules and regulations, and their enforcement, otherwise is determined by a standard of reasonableness for the purpose of protecting the value, desirability, and marketability of the Properties as a residential community. Any rules and regulations

are adopted or approved by the Board of Directors, subject to amendment by the membership. The Association's procedures for enforcing its rules and regulations at all times must provide any affected person with reasonable advance notice and a reasonable opportunity to be heard in person and through appropriate representatives of such person's choosing, in a reasonably impartial manner.

ARTICLE XI: Assessments

Section 1. ASSESSMENTS ESTABLISHED. Developer, as the fee simple record title holder of each Lot on the date this Declaration is recorded, covenants and agrees, on behalf of itself and its successors, and assigns in and to each Lot, to pay to the Association any assessments properly made by the Association against each Lot as provided in, or otherwise pursuant to, the provisions of this Declaration, the Articles, and the By-laws, together with (i) any reasonable interest and late charges that may be imposed pursuant to this Article; (ii) any costs and expenses of collection or other enforcement, including reasonable attorneys' fees; and (iii) any excise taxes that may be imposed by Applicable Law. The foregoing is called the "Assessment Covenant" in this Article, constitutes a continuing charge on the land, and is secured by a continuing lien upon each Lot, as provided in this Article. The foregoing lien is called the "Assessment Lien" in this Article and binds Developer and any person now or hereafter having or claiming any right, title, or interest in or to any Lot by, through, or under Developer, including any Builder, Mortgagee, and Homeowner, to the extent and otherwise as provided in this Article.

Section 2. PERSONAL DEBT. Every assessment properly made by the Association as provided in, or otherwise pursuant to, this Declaration, the Articles, and the By-laws, also constitutes the joint and several obligation of the person or persons who was or were the Homeowner(s) of such Lot when such assessment fell due, unless a Homeowner who acquires any interest in any Lot by operation of law, and not by acceptance of a consensual conveyance, completely disclaims such interest by an appropriate recorded instrument within six months after it is acquired. Without limitation, any of the following constitutes a ratification, acceptance, and assumption by any Homeowner of the Assessment Covenant to the foregoing extent: (i) the consensual acceptance of a deed or other conveyance of any interest in any Lot, regardless of whether so expressed in such deed or other conveyance; (ii) the consensual acceptance of, or assertion of any claim to, any rents, issues, incomes, profits, proceeds, or revenues of, from, or with respect to any Lot; or (iii) entry into possession of any Lot under a claim of

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right. Notwithstanding the foregoing, no personal liability for delinquent assessments passes to a Homeowner's successors in title unless assumed expressly in writing. No person not a Homeowner is personally liable on the Assessment Covenant except a Developer, as and to the extent provided below in this Article. Without limitation, no Mortgagee is so liable unless such Mortgagee acquires record title to a Lot pursuant to or in lieu of the foreclosure or other enforcement of a mortgage; and such personal liability then is limited to assessments thereafter becoming due, as provided below in this Article.

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Section 3. PROPERTY CHARACTERISTICS. Although each assessment due the Association constitutes an interest in, charge upon, and revenue arising from each Lot against which such assessment properly is made, Developer intends, to the maximum extent from time to time not inconsistent with Applicable Law, that the right to receive, collect, and enforce any assessment properly made also constitute an "account" or "general intangible" of the Association, as such terms from time to time are defined in The Florida Uniform Commercial Code, or any similar successor law, at the option of any consensual creditor or transferee of the Association. Without limitation, Developer intends that (i) the Association may pledge, hypothecate, anticipate, assign, and otherwise transfer its assessment revenues, either absolutely or as security for the performance of any obligation of the Association, as intangible personal property, separate from the real estate from which they respectively arise; and (ii) any consensual transferee or creditor, as the case may be, may have and exercise any right or remedy from time to time available under Applicable Law for the preservation, protection, enforcement, and other realization of or upon such assessments as intangible personal property, at such transferee's or creditor's option, in addition to, and not in limitation of, the benefit of the Assessment Lien, to the extent of any such transferee's or creditor's interest. The provisions of this Section do not extend to or benefit any person acquiring any interest in the Association's assessments by operation of law, except the Association's corporate successors, or as a non-consensual transferee or creditor of the Association.

Section 4. GENERAL ASSESSMENT. The Association must levy a general assessment to provide and be used for the management, maintenance, restoration, and improvement of the Common Properties, including the payment of taxes and insurance on the Common Properties and any costs of labor, equipment, materials, management, and supervision, and any of the Association's other general activities and expenses. All revenues derived from the general assessment otherwise must be used to promote the recreation, safety, and general welfare of Residents and to enhance the value,

desirability, and marketability of the Properties. The general assessment consists of (i) an initial assessment of \$1,000.00, and (ii) an annual assessment made pursuant to this Article, and (iii) any extraordinary assessment that may be made pursuant to this Article.

Section 5. ANNUAL ASSESSMENT. The annual assessment is made, and its amount fixed, by the Board of Directors at least 30 days before the end of each fiscal year of the Association. Until the end of the fiscal year in which this Declaration is recorded, the annual assessment will not exceed \$1200.00. Thereafter, the annual assessment may be increased by the Board of Directors each fiscal year by any dollar amount not exceeding the lesser of (i) fifteen percent (15%) of the amount of the annual assessment then in effect, or (ii) any increase in the cost of living, as measured by the Consumer Price Index For All Items published by the Bureau of Labor Statistics of the United Department of Labor, or any other generally accepted and reliable index that from time to time may be specified in the By-laws. The maximum amount determined according to the foregoing is called the "Permitted Increase" in this Article. Any other increase in the annual assessment requires Special Approval. Absent valid action by the Board or membership to the contrary before the close of any fiscal year, the annual assessment then in effect automatically is deemed "made" for all purposes and continues in effect for the next ensuing fiscal year. The maximum cost of living increase permitted by this Section is determined by (i) multiplying the amount of the annual assessment then in effect by the monthly average of the index for the most recent 12-month period available at the time of calculation and (ii) dividing the resulting product by the index for the month beginning such 12-month period.

Section 6. COMMENCEMENT. The initial assessment of \$1,000.00 against each Lot is due and payable in full upon whichever of the following occurs first, when such Lot becomes "subject to assessment" for all purposes under this Declaration, the Articles, and the By-laws: (i) record title to such Lot is transferred to a Homeowner who is not a Developer or a Builder; or (ii) one year after record title to such Lot is transferred by a Developer to a Builder; or (iii) such Lot is occupied or otherwise used for its intended purposes as a completed residence. Maintaining a model home on any Lot does not constitute use as a completed residence. The annual assessment begins as to each Lot on the first day of the first calendar month following the month in which the initial assessment becomes due and payable and is prorated on a monthly basis for the remainder of the fiscal year then in effect.

Section 7. EXTRAORDINARY ASSESSMENTS. The Association at any time may levy an extraordinary assessment applicable to the remainder of the fiscal year then in effect. Any extraordinary assessment requires Special Approval, unless the total

amount of the annual assessment, as increased by the total amount of such extraordinary assessment; could have been established by the Board as a Permitted Increase at the beginning of the fiscal year then in effect. Any extraordinary assessment is disregarded in determining any Permitted Increase in the annual assessment for the following fiscal year. Any extraordinary assessment must be payable in equal installments over the remainder of the fiscal year then in effect, unless Special Approval is obtained for accelerated payment.

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Section 8. PAYMENT. The annual assessment is payable in equal monthly or quarterly installments, as the Board may decide, at the time the annual assessment is made. Absent Board decision to the contrary, the annual assessment is payable in equal monthly installments. Each installment is due and payable in advance and without demand on the first day of each month or fiscal quarter, as the case may be. The Board from time to time may establish uniform, commercially reasonable discounts for full payment of an annual assessment within the first month of a fiscal year. No installment of any assessment bears interest unless (i) it remains unpaid on the first day of the first calendar month following the month in which it fell due, and (ii) at least five days before such date, the Homeowner of the Lot against which such assessment is made is given notice of the delinquency. Such installment then bears reasonable interest from its original due date through the date payment is received. If any installment is not received by the Association within ten days after its due date, the Association also may impose a reasonable, uniform late charge in such amount as from time to time is specified in the By-laws and assess such amount specifically against the applicable Lot, all without notice or demand. Any late charges must be credited against any interest that otherwise may become payable to the Association with respect to such installment.

Section 9. INTEREST DEFINED. As used in this Article, "reasonable interest" means such reasonable rate of interest as the Association from time to time may establish by its rules and regulations, giving due regard to the Association's actual or anticipated costs of borrowing and to rates generally prevailing among recognized lending institutions in the area of Seminole County, Florida, for unsecured consumer credit transactions in the amount of the annual assessment, but not exceeding any maximum rate that from time to time may be established by Applicable Law. Unless the Association determines otherwise, "reasonable interest" means twelve percent (12%) simple interest per annum, calculated on the basis of a 360-day year or a 30-day month, as the case may be, for the number of days actually outstanding.

Section 10. NOTICE. The Association must notify each Homeowner of the amount of each annual assessment, and the respective dates for the payment of its installments, before the beginning of each fiscal year. Notice of any extraordinary assessment made by the Board must be given at least 15 days before the first installment of such extraordinary assessment is due. Meeting notice of any annual or extraordinary assessment requiring Special Approval complies with the foregoing requirements if it contains the requisite information and the assessment is approved as proposed. No failure to give any notice pursuant to this Section invalidates, impairs, or discharges any assessment otherwise properly made, except that no late charge or interest may be imposed with respect to such assessment unless at least ten days advance notice of the amount and due dates is given to an affected Homeowner.

Section 11. PROPERTY TAXES. Because the interest of each Homeowner in any of the Common Properties owned in fee simple by the Association is an interest in real property appurtenant to each Lot, and because no person other than a Homeowner or an Entitled User of a Homeowner has the right to the beneficial use and enjoyment of such Common Properties, Developer intends that the value of the interest of each Homeowner in such Common Properties be included in the assessment of each such Lot for property tax purposes. Developer further intends that any assessment for such purpose against such Common Properties be for a nominal amount only, reflecting that their full value is included in the several assessments of the various Lots. If any taxing authority refuses to so assess any such Common Properties, with the result that the property taxes in any given year assessed to the Association with respect to all such Common Properties exceed of \$1,000.00, the amount of such excess may be specially assessed by the Board, in its discretion, equally to all Lots. Such special assessment may be payable in a lump sum within 30 days after notice or may be amortized with or without reasonable interest over such number of months as the Board determines. Any special assessment pursuant to this Section is not an increase in the annual assessment subject to the limitations of this Article and is disregarded in determining any subsequent Permitted Increase.

Section 12. SPECIFIC ASSESSMENTS. Any accrued, liquidated indebtedness of any Homeowner due the Association also may be assessed by the Association specifically against such Homeowner's Lot after if it remains unpaid for 30 days after written demand, except that no demand is required to assess late charges otherwise properly imposed pursuant to this Article. Demand for any single amount exceeding one-twelfth of the annual assessment then in effect must be by formal notice. Assessments made pursuant to this Section sometimes are called "specific assessments" in this Declaration,

the Articles, and the By-laws; and the amount so assessed is sometimes so referred to as being "assessed specifically" against a Homeowner's Lot. Indebtedness that may be assessed specifically includes that arising (i) under any provision of this Declaration, the Articles, or the By-laws, including any express indemnity; or (ii) by any contract, express or implied; or (iii) because of any act or omission of any Homeowner or of any Homeowner's Entitled Users; or (iv) by operation of law; or (v) as a fine, penalty, or late charge properly made or otherwise imposed by the Association pursuant to this Declaration, the Articles, and the By-laws. Any amount assessed specifically that from time to time remains unpaid bears reasonable interest from its original due date through the date payment is received, unless paid in full within 30 days after the demand required by this Section.

Section 13. DEVELOPER GUARANTY. Any Lots to which a Developer holds record title are immune to any assessment by the Association (i) unless any such Lot becomes subject to assessment because of its occupancy or other use as a completed residence, as provided above this Article, or (ii) except as expressly provided in this Section. In lieu of assessments, any Developers jointly and severally guarantee to the Association the full payment and other performance of the Association's consensual obligations according to their respective terms, but only to the extent the initial assessments, annual assessments (including any Permitted Increases), and any extraordinary assessments properly levied against Lots subject to assessment are insufficient to pay and otherwise perform all such obligations. The foregoing guaranty (i) continues until 35 Lots are subject to assessment in any manner; and (ii) constitutes part of the Assessment Covenant by any Developers, jointly and severally, but not any Homeowner (including any Builder) who is not a Developer; and (iii) is secured by the Assessment Lien against each Lot to which any Developer holds record title. Any amounts from time to time due the Association pursuant to such guaranty and remaining unpaid for a period of more than 30 days after written demand may be assessed specifically and equally against all Lots to which any Developer holds record title, except those Lots otherwise then subject to assessment because of use or other occupancy as a completed residence, as provided above in this Article. Except as expressly provided in this Section, no Developer has any obligation to the Association for any assessment, under the Assessment Covenant or otherwise.

Section 14. LIMITED GUARANTY. The maximum obligation of all Developers, jointly and severally, to the Association under the foregoing guaranty in no event exceeds twenty-five percent (25%) of the amount that would have been payable if each Lot to which record title is held by any Developer had been subject to assessment

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during the period beginning on the date the first Lot within the Properties becomes subject to assessment and ending on the date of the last transfer of title to a Lot by a Developer to a Homeowner who is not a Developer, reduced by the total of all amounts actually paid to the Association by any Developer because any Lot became subject to assessment by occupancy or other use as a completed residence, as provided above in this Article. Transfer of title to any Lot by a Developer for value in the ordinary course of completing the Work to a Builder or Homeowner who is not a Developer extinguishes any amounts then secured by the Assessment Lien, without prejudice to any right or remedy of the Association to collect such amount from any Developer personally liable under the Assessment Covenant. Without limitation, if such Lot is so acquired for value, no Builder or Homeowner who is not a Developer, nor any Mortgagee of any such Homeowner or Builder, is obligated (i) to inquire of the Association as to the existence of any such amount, or (ii) for payment of any such amount.

Section 15. GENERAL. Except for specific assessments pursuant to this Article, any assessments must be uniform as to each Lot. No Developer, Builder, Homeowner, or other person having or claiming any interest in a Lot may defeat, discharge, or otherwise impair the Assessment Lien by disclaiming such person's interest or by non-user or abandonment of any Lot or any Common Properties. No Homeowner, including a Developer or Builder, personally liable on the Assessment Covenant may defeat, discharge, or otherwise impair such liability by abandonment or non-user of any Lot or any Common Properties, except that a Homeowner who acquires any interest in any Lot by operation of law, and not by a consensual conveyance, may discharge such personal liability in full by completely disclaiming such interest by an appropriate recorded instrument within six months after it is acquired. No sale or other transfer of any interest in any Lot otherwise alters, impairs, or discharges the Assessment Covenant or the Assessment Lien except pursuant to, or in lieu of, the foreclosure or other enforcement of a First Mortgage, as expressly provided below in this Article.

Section 16. PRIORITY. The Assessment Lien is established by this Declaration and constitutes a continuing lien against each Lot, prior in dignity to any other liens or encumbrances securing any obligation, except (i) liens perfected on the date this Declaration is recorded; (ii) any lien for taxes and assessments due any sovereign, but only to the extent such lien is given priority over the Assessment Lien by Applicable Law; and (iii) the lien for any sums validly secured by any First Mortgage from time to time encumbering such Lot, as and to the extent the Assessment Lien is subordinated by this Declaration. Recording this Declaration constitutes constructive notice to any

subsequent purchasers and creditors, or either, of the existence of the Assessment Lien and its priority, as established by this Section. Except as expressly provided above with respect to transfers of title by a Developer for value in the ordinary course of completing the Work, such recording also places upon each such person the duty to inquire of the Association of the amount from time to time secured by the Assessment Lien and the existence of any delinquency in the payment of such amount. Any lienors acquiring any liens, whether consensual, non-consensual, or otherwise arising by operation of law, against any Lot after this Declaration is recorded, except the holder of a First Mortgage, are deemed to consent that such liens are inferior to the Assessment Lien, regardless of whether such consent is specifically set forth in the instrument creating such lien or in the provision of Applicable Law establishing such lien.

Section 17. NOTICE. The Association from time to time may record a notice of lien for the purpose of further evidencing the Assessment Lien; but neither the recording of, nor failure to record, any such notice will alter, discharge, or otherwise impair the existence or priority of the Assessment Lien, as established by this Declaration. Upon payment of such reasonable, uniform charge as the Association from time to time may impose to defray its costs, the Association will issue to any interested person a written certificate of the amount secured by the Assessment Lien against any Lot, together with such information relating to the Assessment Lien as reasonably may be requested. Each such certificate binds the Association and the person to whom it is directed as to the information it contains, unless such person has actual knowledge to the contrary. Inquiries to the Association may be addressed to the Association at 861 Douglas Avenue, Longwood, Florida 32750, unless the Association designates a different address by a recorded supplement to this Declaration.

Section 18. SUBORDINATION. The Assessment Lien is subordinate to the lien of any First Mortgage, as provided in this Section. The sale or transfer of any Lot pursuant to the valid foreclosure or other enforcement of any First Mortgage, or by any valid consensual conveyance or other proceeding in lieu of any such foreclosure or other enforcement, extinguishes any amounts secured by the Assessment Lien that became due before such sale or transfer, without prejudice, however, to any right or remedy of the Association to (i) collect such amounts from any Homeowner personally liable for their payment by the acceptance, ratification, and assumption of the Assessment Covenant, as provided above in this Article, or (ii) share in any proceeds of any such foreclosure or other enforcement remaining after full payment of all amounts properly secured by such First Mortgage. The foregoing (ii) does not apply to a sale or transfer by consensual conveyance or other proceeding or enforcement in lieu

of foreclosure, however. No such sale or transfer alters, impairs, or discharges the Assessment Lien or Assessment Covenant as to any assessments thereafter becoming due, nor does it alter, impair, or discharge the Assessment Lien as to any assessments that were delinquent at the earlier of the recording of the First Mortgage or the first advance secured by the First Mortgage.

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Section 19. SUBROGATION. Any encumbrancer holding a lien on any Lot may pay, but is not required to pay, any amounts secured by the Assessment Lien. Upon any such payment, such encumbrancer is subrogated to all rights of the Association with respect to the Assessment Lien, including priority, to the extent of the amounts so paid. Within ten days after demand, and upon payment of such reasonable, uniform charge as the Association from time to time may impose to defray its costs, the Association will execute, deliver, and record such further assurances of the foregoing subrogation as reasonably may be required. At any time that a default exists in the payment or other performance of any lien having priority over the Assessment Lien, the Association may pay any amounts required to maintain any such prior lien in good standing or otherwise prevent its acceleration, foreclosure, or other enforcement, in any combination. Upon the acceleration, foreclosure, or other enforcement of any such prior lien, the Association also may pay any amounts required to redeem any Lot, or acquire such lien by assignment. Any costs and expenses so incurred by the Association, together with reasonable interest and reasonable attorneys' fees, are secured by the Assessment Lien. The Association also is entitled to be subrogated to the rights of the holder of any such prior lien to the extent of any amounts so paid, except that the Association may not be subrogated to the rights any Mortgagee without such Mortgagee's consent.

Section 20. ENFORCEMENT. The Assessment Lien may be enforced by judicial procedure in the same manner in which mortgages of real property from time to time may be foreclosed by judicial procedure under Applicable Law. Any costs and expenses of foreclosure or other enforcement, including reasonable attorneys fees, are secured by the Assessment Lien, as are assessments that become due during the period of foreclosure or other enforcement. Such assessments, together with reasonable interest as provided in this Article, are accounted on a prorated basis and payable as of the date title is divested by such foreclosure or other enforcement. The Association may bid to acquire any Lot at any sale that may be conducted pursuant to the foreclosure or other enforcement of the Assessment Lien. The Association also may acquire such Lot by consensual conveyance or other proceeding in lieu of foreclosure or other enforcement. Any Lot so acquired thereafter may be held, conveyed, leased, rented,

encumbered, improved, restored, used, and otherwise dealt with by the Association as its owner for purposes of resale only. If any sale or other enforcement of the Assessment Lien results in a deficiency, the court having jurisdiction may enter a personal judgment against any Homeowners personally liable under the Assessment Covenant.

Section 21. HOMESTEADS. By acceptance, ratification, and assumption of the Assessment Covenant, as provided above in this Article, each Homeowner is deemed to acknowledge, consent, and agree that (i) any amounts secured by the Assessment Lien are for the improvement, maintenance, and restoration of any homestead from time to time established or maintained on such Lot, and (ii) the Assessment Lien, as established by this Declaration, has priority over any such homestead.

Section 22. EXEMPT PROPERTY. Notwithstanding any provision of this Article to the contrary, any Lots from time to time owned by the Association are exempt from the Assessment Covenant for the period of such ownership. Any acquisition of any Lot by the Association, except by foreclosure or other enforcement of the Assessment Lien, or in lieu of such enforcement or foreclosure, requires Special Approval.

Section 23. FRAUDULENT TRANSFERS. No title transaction made, directly or indirectly, for the purpose of delaying, hindering, discharging, or otherwise impairing the Assessment Covenant is effective as to the Association, except as expressly provided in this Article (i) with respect to disclaimer of interests acquired by operation of law, or (ii) pursuant to the foreclosure or other enforcement of any First Mortgage. The Association may enforce the Assessment Covenant against any person otherwise properly liable notwithstanding any such transaction. No such transaction by any Developer for the purpose of delaying, hindering, discharging, or otherwise impairing the Assessment Lien with respect to a Developer's guaranty obligations under this Article is effective as to the Association, except transactions for value in the ordinary course of completing the Work, as expressly provided in this Article.

#### ARTICLE X: Operation

Section 1. SERVITUDES. Each provision of this Declaration constitutes a permanent servitude upon the Properties, or any portion, and binds Developer, Developer's corporate successors, and any person acquiring any interest in or to any of the Properties from and after the date this Declaration is recorded, including any Homeowners, mortgagees, co-owners, contingent remaindermen, holders of executory interests or rights of reverter, and beneficial owners. The benefit of each such provision inures to Developer, Developer's corporate successors, the Association, and each Homeowner.

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is entitled to recover any costs and expenses incurred, including reasonable attorneys' fees, if it is the prevailing party in any proceedings including the enforcement of the Assessment Covenant or the Assessment Lien against any Developer.

Section 4. WAIVER. No delay or failure by the Association, Developer, or any Homeowner to enforce any covenant, restriction, rule, or regulation constitutes a waiver of the right to do so at any time, unless such waiver is set forth in writing and signed by the party to be charged. No waiver operates as a waiver of any future event, unless it expressly so states and is supported by an independent consideration.

Section 5. DEVELOPER PREROGATIVES. Unless expressly limited by this Declaration, the Articles, or the By-laws, any right or remedy provided Developer with respect to the Properties (individually and collectively, "Developer Prerogatives") constitutes an interest in real property reserved to Developer, as owner of any part of the Properties or of any other lands in Tusawilla, that Developer may exercise as often as Developer considers necessary, convenient, desirable, or expedient to implement, further, and protect Developer's comprehensive plan for the Properties and Tusawilla and the value, desirability, and marketability of the Properties and other lands owned by Developer in Tusawilla. Lands over which Developer has retained similar Developer Prerogatives are deemed "owned" by Developer for the foregoing purpose. Any Developer Prerogatives from time to time may be released, terminated, discharged, extinguished, or limited, in whole or in part, by a recorded instrument properly executed by any then Developers, without otherwise amending this Declaration, the Articles, or the By-laws, as the case may be. If such instrument is properly executed by all then Developers, it operates as an amendment of the applicable provision(s) of this Declaration, the Articles, or the By-laws, as the case may be, so that such provision(s) then are obsolete and without further force and effect to the extent so released, terminated, discharged, extinguished, or limited. Unless expressly provided otherwise in this Declaration, the Articles, or the By-laws, any Developer Prerogatives otherwise continue for such period of time as reasonably is required to complete Developer's comprehensive plan for Tusawilla, but in no event later than January 1, 1991. Developer reserves the right to amend Developer's comprehensive plan for Tusawilla in any manner not inconsistent with the express provisions of this Declaration.

Section 6. DURATION. Except as expressly provided otherwise in this Declaration, with respect to the Design Criteria and Developer Prerogatives, the provisions of this Declaration run with and bind the Properties until January 1, 2021 (the "Renewal Date"), unless sooner amended by the Required Percentage. Unless the Required Percentage determines otherwise within the six-month period preceding the Renewal Date, or any

subsequent decennial anniversary of the Renewal Date, the provisions of this Declaration automatically will be renewed for successive periods of ten years each on the Renewal Date and on each subsequent decennial anniversary of the Renewal Date, unless sooner amended by the Required Percentage.

Section 7. AMENDMENT. This Declaration may be amended at any time by the Required Percentage. Notwithstanding the foregoing, or any other provision of this Declaration, the Articles, or By-laws, no action may be taken without the advance written consent of each Homeowner affected, and of any Mortgagees of each such Homeowner's Lot or Lots, if, as a result of such action, any of the following will result:

(a) Access. Any Lot will be deprived of legal access, or of reasonably practical access, or both, to a dedicated public street, road, or highway.

(b) Voting. Except as expressly provided in the Articles with respect to Class B members, the uniformity of voting rights among all Lots is altered.

(c) Assessments. The uniformity of the burden of any assessment among all Lots is altered, except as expressly provided in this Declaration with respect to specific assessments.

(d) Use. No reasonable use may be made of any Lot for or as a residential dwelling.

Unless it expressly provides otherwise, any amendment to this Declaration is effective when a written certification of such amendment, executed by the Association with the formalities required for a deed under Applicable Law, is recorded. So long as Developer's Prerogatives continue, any amendment to this Declaration also requires Developer's written consent if it will (i) lessen any restriction on the use of any Lots, (ii) alter the benefit or burden of any easements established by this Declaration, (iii) extend the jurisdiction of the Association to lands other than the Properties, (iv) delete any part of the Properties from the Association's jurisdiction, (v) conflict with Developer's comprehensive plan for Tuscanwilla, or (vi) impair any right or remedy expressly reserved or granted to Developer by this Declaration, the Articles, or the By-laws. Under certain circumstances as set forth in Article XIV of the Articles, certain "Reviewable Actions" also may require the approval of certain "Lending Agencies" or "First Mortgagees," in any combination, as provided in such Article.

Section 8. SEVERABILITY. Invalidity of any particular provision of this Declaration, the Articles, the By-laws, or any of the Association's rules or regulations, by judgment or other judicial action will not affect any other provision, all of which will remain in full force and effect. Notwithstanding the foregoing, any court or other judicial tribunal of competent jurisdiction is empowered, to the extent practicable,

to reform any otherwise invalid provision (i) when necessary to avoid a determination of invalidity while effecting Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Properties as a residential community, and (ii) so long as the Association and Developer (so long as Developer's Prerogatives continue) consent to such reformation.

Section 9. CERTIFICATION. An instrument signed by any executive officer of the Association, and attested by the Association's secretary or any assistant secretary under this Association's seal, is conclusive, as to persons without actual knowledge to the contrary, that (i) any approval, vote, consent, or other action specified in this Declaration, the Articles, the By-laws, or the Association's rules and regulations is not required with respect to any particular matter; and (ii) any approval, vote, or consent required by this Declaration, the Articles, or the By-laws, has been obtained in the manner required by this Declaration, the Articles, and the By-laws; and (iii) the any other action properly has been taken in conformity with all applicable requirements of this Declaration, the Articles, the By-laws, and the Association's rules and regulations.

Section 10. ATTACHMENTS. Any schedules, attachments, and exhibits that are attached to this Declaration and expressly incorporated into this Declaration constitute a part of this Declaration for all purposes. The attachment of a copy of the Articles to this Declaration, however, is for convenient reference only and does not constitute the Articles a part of this Declaration for any other purpose. Any provision of this Declaration incorporating any provisions of the Articles into this Declaration incorporates such provisions as they from time to time are set forth in the Articles. Without limitation, the provisions of the Articles may be amended in the manner set forth in the Articles, without complying with the requirements for amending this Declaration.

Section 11. PRIVATE AGREEMENTS. The provisions of this Declaration, the Articles, the By-laws, and any of the Association's rules and regulations, are incorporated into, and constitute a part of, any consensual agreement, written or oral, affecting the title, possession, use, occupation, or disposition of any of the Properties, including any purchase contract, mortgage, or lease affecting any lot. As between themselves, the parties to any such agreements may amend the effect of the provisions of this Declaration, the Articles, the By-laws, or any of the Association's rules or regulations; but no such amendment is effective as to the Association, or any other party entitled to see the provisions of this Declaration, the Articles, the By-laws, or any of the Association's rules and regulations, unless the Association, pursuant to proper action, expressly so agrees. Unless such private agreement expressly provides otherwise, any violation of any provision of this Declaration, the Articles, the By-laws, or any of the

Association's rules and regulations by the tenant or other party under any lease granted by any Resident constitutes a default under, and grounds for termination of, such lease, at the option of the applicable Homeowner, if such Homeowner, or such Homeowner's Lot, will be exposed to any liability under this Declaration, the Articles, the By-laws, or any of the Association's rules and regulations because of such violation. Without limitation, the specific assessment by the Association of any amount to any such Homeowner's Lot constitutes such a default and grounds for termination, unless such private agreement expressly provides otherwise. Any such violation also constitutes such a default and grounds for termination under any purchase contract with respect to any Lot if, with respect to violations that can be cured by the payment of money, such default continues for a period of thirty days after written demand or, with respect to any other violation, such reasonable period of time as may be required to correct the violation, so long as the contract purchaser diligently and continuously pursues any measures reasonably required to correct such violation, indemnifies the Homeowner, and secures such indemnity in a reasonable manner.

To WITNESS the foregoing, Developer has executed this Declaration the date stated above.

SIGNATURES WITNESSED BY:

Jay B. Albert  
Shirley Kelly  
As To Both

WINTER SPRINGS DEVELOPMENT CORPORATION

By: Al Blair President  
Attest: Robert B. Tony Secretary

STATE OF FLORIDA  
COUNTY OF Polk

The execution of the foregoing instrument was acknowledged before me the 15 day of April, 1982, by Al Blair and Robert B. Tony, respectively the President and Secretary of WINTER SPRINGS DEVELOPMENT CORPORATION, a Florida corporation.

(AFFIX NOTARIAL SEAL)



John A. Allison  
Notary Public

My Commission Expires:

My Commission Expires: May 15, 1985  
My Commission Expires: May 15, 1985

## SCHEDULE OF DEFINED TERMS

(a) "amend" and "amendment" respectively mean, in referring to a written provision or instrument, to amend, alter, change, revise, rescind, terminate, or restate, in any applicable combination and in whole or in part, and amendment, alteration, change, revision, rescission, termination, or restatement, in any applicable combination and in whole or in part.

(b) "any" means "any and all."

(c) "contract purchaser" means any person, other than a family or household member, who from time to time constitutes a vendee in possession under Applicable Law.

(d) "casualty" includes (i) fire, wind, flood, and other acts of God, (ii) theft, vandalism, and other criminal or civilly actionable acts or omissions of any person, (iii) riot, civil commotion, and other acts of any public enemy, (iv) expropriation and other paramount acts of any sovereign not constituting a taking, (v) any other occurrence for which civil liability from time to time is imposed by Applicable Law on any person, and (vi) any occurrence of undeterminable origin.

(e) "consensual" means any agreement, instrument, or other operative act or conduct made or taken with the consent or assent of the party sought to be charged; and no consideration, formality, or symbolic act or token is required to complete, perfect, or evidence the operative effect of any such agreement, instrument, or act or conduct. Consent or assent for such purpose may be express, implied in fact, or implied by Applicable Law, so long as it is voluntary under Applicable Law.

(f) "construe" and "construction" respectively mean, in referring to a written instrument, to interpret, construe, apply, or enforce its provisions, in any applicable combination, and the interpretation, construction, application, or enforcement of such provisions, in any applicable combination.

(g) "co-owner" means any tenant by the entireties, joint tenant, tenant in common, or other co-tenant of any vested freehold estate in any lot, except a term of years, unless the term granted constitutes the equivalent of fee simple ownership under Applicable Law. "Co-owner" includes life tenants and vested remaindermen. Contingent remaindermen, holders of executory interests or rights of reverter, and beneficial owners other than contract purchasers do not constitute "co-owners" for any purpose, except that such right, title, or interest as they may have, claim, or acquire in any lot is subject to, and bound by, the provisions of this Declaration, the Articles, and the By-laws and any action properly taken pursuant to this Declaration, the Articles, and the By-laws, including any of the Association's rules and regulations.

(h) "corporate successors" means the successor(s) by merger, consolidation, reorganization, or transfer of all or substantially all of the assets of a corporation.

(i) "damage" means damage, injury, destruction, or devaluation to or of property, in any applicable combination, including that caused by, or otherwise resulting from, any casualty or taking.

(j) "days" means consecutive calendar days, unless the expiration of any time period measured in days falls on a Saturday, Sunday, or legal holiday at the place where performance must be tendered, when such expiration automatically will be extended to the next day that is not a Saturday, Sunday, or legal holiday.

(k) "development" has the same meaning as defined in Section 380.04, Florida Statutes (1979), and also includes the offering of developed lots for sale, lease, or other disposition in the ordinary course of business.

(l) "execute" means to sign, seal, attest, certify, acknowledge, or subscribe, in any applicable combination, as necessary or appropriate to validate, perfect, or authenticate the instrument delivered, in any applicable combination.

(m) "family or household member" means any family or household member of any homeowner, contract purchaser, or tenant who from time to time resides, permanently or temporarily, on any lot. Domestic or household employees in residence are "household members" for all purposes.

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(n) "formal notice" means notice given in such manner as from time to time reasonably is calculated to impart actual notice. The method of giving formal notice from time to time may be provided in the By-laws. Unless the By-laws provide otherwise, "formal notice" means written notice given by certified or registered mail, return receipt requested, with sufficient postage affixed, or in the manner from time to time provided by Florida law for service of process, except that service may be made, returned, and proven by any person.

(o) "guest" means any person who from time to time has any right of entry to any of the Properties by a consensual agreement with any Resident. The term "guest" specifically includes any invitees (social or business), licensees, and concessionaires. Such term also includes any person exercising any right of entry or other rights under any easement granted by any Resident, to the extent such person's conduct while on or about the Properties is subject to the actual control of any Resident.

(p) "include" and "including" each are without limitation.

(q) "indemnify" means the indemnitor will defend, indemnify, and hold the indemnitee harmless against any claims, losses, or liabilities asserted against the indemnitee by, or incurred by the indemnitee to, any third party because of any matters covered by the indemnity. The scope of any indemnity includes any costs and expenses, including reasonable attorneys' fees, incurred in defending any indemnified claim, or in enforcing the indemnity, or both.

(r) "install" and "installation" respectively mean, in referring to tangible property, to construct, place, erect, fabricate, and otherwise install, in any applicable combination, and construction, erection, placing, fabrication, and other installation, in any applicable combination.

(s) "lease" means, in referring to any Lot, any consensual agreement, written or oral, by which any person, other than a homeowner, contract purchaser, or a family or household member, from time to time holds possession of, otherwise occupies, or has a right of entry to any Lot. The term "lease" specifically includes any sublease, rental agreement, easement, concession, or license granted by any Resident.

(t) "maintain" and "maintenance" respectively mean, in referring to property, to operate, use, repair, service, protect, inspect, maintain, renew, and replace, in any applicable combination, and operation, use, repair, servicing, protection, inspection, maintenance, renewal, and replacement, in any applicable combination.

(u) "may not" and other negative forms of the verb "may" each are prohibitory.

(v) "mortgage" means any mortgage, deed of trust, or other recorded consensual instrument from time to time validly transferring any interest in a Lot, or creating a lien upon a Lot, in either case as security for the performance of an obligation, except an executory sales contract. The term "mortgage" does not include judgments, involuntary liens, or liens arising by operation of law.

(w) "person" means any natural person or artificial entity having legal capacity under Applicable Law.

(x) "possession" means actual possession or other actual occupancy, unless no person holds actual possession, when "possession" means the present right to exclusive possession under Applicable Law.

(y) "record" or "recorded" means filed for record in the Public Records of Seminole County, Florida, or such other place as from time to time is designated under Applicable Law for providing constructive notice of instruments affecting title to any of the Properties.

(z) "restore" and "restoration" respectively mean, in referring to any damage to property, to repair, replace, reconstruct, substitute, and otherwise restore, as nearly as practicable, the property damaged, and any other property affected by the damage, to the same or better class, character, value, and utility as existed before the damage, and repair, replacement, reconstruction, substitution, and other restoration in the foregoing manner, all in any applicable combination.

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(aa) "right or remedy" means any rights, powers, privileges, immunities, remedies, elections, or options expressly provided or otherwise available under Applicable Law and not expressly precluded. Each right or remedy is cumulative and in addition to any other right or remedy; and no exercise or non-exercise of any right or remedy precludes or waives its subsequent exercise or the exercise of any other right or remedy.

(bb) "sovereign" means any duly constituted government or any authorized agency, officer, or instrumentality of any such government, or any other person duly authorized to exercise sovereign powers under Applicable Law, including (i) the United States of America, or any of its agencies, officers, or instrumentalities; or (ii) the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions; or (iii) any officer, agency, or instrumentality of any such municipality or political subdivision; or (iv) any utility or other person duly authorized to exercise the power of eminent domain; or (v) any agency duly authorized to exercise the police power on behalf of any duly constituted government.

(cc) "taking" means any condemnation, requisitioning, conversion, or other taking or acquisition of property pursuant to, or in lieu of, the exercise of the power of eminent domain, or any damage to property caused by any sovereign and constituting a taking under Applicable Law.

(dd) "tenant" means any person, other than a homeowner, contract purchaser, or family or household member, who from time to time holds possession of any Lot by a consensual agreement with the person who, but for such agreement, otherwise would have the present right to exclusive possession under Applicable Law. The term "tenant" specifically includes any subtenant.

(ee) "unless" means "unless and until."

(ff) "will," "must," and "should" each are mandatory.

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## DESIGN CRITERIA

1. GARAGES. Each garage must contain sufficient space for at least two, but not more than four, standard size passenger automobiles. Each garage must contain the following minimum widths, measured between the interior walls or the interior facing of the studs or other structural components of an unfinished interior wall: 22 feet for a two-car garage, 33 feet for a three-car garage, and 44 feet for a four-car garage. Each garage must have (i) a single overhead door with a minimum width of 16 feet for a two-car garage, or (ii) two 16-foot doors for a four car garage, or (iii) two, three, or four individual overhead doors, as the case may be, each a minimum of 8 feet in width. To the extent feasible, each garage also must have a service door to the exterior and a door connecting to the interior of the residential dwelling, either directly or by a breezeway or other similarly sheltered walkway.

2. BUILDING MATERIALS. Unfinished concrete block is prohibited on the exterior of any residential dwelling, garage, outbuilding, or other structure. With respect to any part of any residential dwelling, garage, or outbuilding facing a Community Street, use of imitation brick as a finish material is discouraged and use of brick, stone, wood, and stucco, in any combination, is encouraged. The preceding sentence is intended to provide a general standard to guide the Committee in the exercise of its discretion, as provided in this Declaration.

3. ROOFS. Built-up roofs are permitted. Flat roofs are discouraged on the principal part of any residential dwelling and on any garage, but may be approved by the Committee in its discretion for such locations so long as the entire dwelling, in the Committee's judgment, conforms to the general standards for Committee action set forth in this Declaration. Flat roofs are permitted over areas auxiliary to the residential dwelling, such as Florida rooms, porches, and patios. Composition of all pitched roofs must be tile, asphalt shingle, cedar shake shingle, slate, or concrete construction, or such other materials as the Committee from time to time may authorize. Asphalt shingles must meet or exceed the manufacturer's specifications for "Timberline" existing on the date of the Declaration. Gravel roofs may not be permitted except under unusual of circumstances and then only on flat roofs screened from view.

4. DRIVEWAYS. Each residential dwelling must be serviced by a paved driveway of stable and permanent construction at least 16 feet in width at the garage and curb entrances. Unless the Committee specifically authorizes additional materials, each driveway must be constructed with concrete, asphalt, or brick. Any driveway of asphalt construction must meet or exceed the following minimum specifications: 6 inches of compacted clay, 4 inches of compacted limerock, and 1 inch of asphalt blacktop. All curb cuts must be finished to such standards as the Committee may establish.

5. PLAY STRUCTURES. Treehouses or similar platform structures must be installed in the rear yard and otherwise in compliance with the requirements established by this Declaration.

6. LANDSCAPING. Each landscaping plan must provide for the following minimum requirements: (i) shrubs on front and side yards; (ii) sodding on all front and side yards; (iii) seeding or sprigging, or both, on all rear yards. Sodding on side yards must extend to the rear of the property line and cover the area between each side Lot line and the projection of the side building line of the residential dwelling to the rear Lot line. On corner Lots, sodding is required on both yards facing a Community Street and in the side yards as provided in the preceding sentence.

7. SIGHT DISTANCES. No fence, wall, hedge, shrub, or other planting, structure, or installation that obstructs sight lines at the elevation between 2 and 6 feet above the crown of any Community Street may be installed, maintained, restored, or permitted to remain on any corner Lot within the triangular area formed by the boundaries of the Community Streets and a line connecting them at points 25 feet from their intersection or, in the case of a rounded intersection, from the intersection of the extensions of such boundaries. The foregoing limitations also apply on any Lot within 10 feet from the intersection of the boundary of any Community Street with the edge of any driveway. No trees may be installed, maintained, restored, or permitted to remain within any of the foregoing areas unless the foliage line is maintained at a sufficient height to prevent obstruction of the foregoing sight lines.

8. MISCELLANEOUS. Without limiting any other provision of this Declaration: (i) all trash, garbage, and other waste must be kept in sanitary containers and, except for regular disposal, within the buildings on any Lot or an approved enclosure concealed from view; and (ii) burning of trash or any other waste material is prohibited, unless

confined to an incinerator approved as to design, location, and appearance by the Committee; and (iii) window air-conditioning units are prohibited; and (iv) any clothes lines must be placed in the rear yard and within the area encompassed by the extension of the side lines of the residential dwelling to the rear Lot line, and otherwise screened from view to the maximum extent practical.

9. MATERIALS. Each application for Committee approval of any building must include a complete color plan, showing the nature and color of all exterior finish items, including facing materials, roofing materials, siding, gutters, trim, shutters, window materials, screening, and any other items. The supporting specifications must identify each item by manufacturer's name or number, and the Committee may require submission of samples of any such items or inspection of actual installations of such items, together with manufacturer's specifications, warranties, and promotional materials.

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