

DECLARATION OF AMENDED AND RESTATED COVENANTS,

CONDITIONS AND RESTRICTIONS

OF

WESTON PARK
HOMEOWNERS ASSOCIATION, INC.

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OF
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HOMEOWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

Article I

DEFINITIONS.....	2
-------------------------	----------

ARTICLE II

PROPERTY SUBJECT TO DECLARATION	5
--	----------

<u>Section 1.</u> Property Subject to this declaration.....	5
---	---

<u>Section 2.</u> Conveyance of Common Property to the Association.....	5
--	---

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS	5
---	----------

<u>Section 1.</u> Membership.....	7
-----------------------------------	---

<u>Section 2.</u> Allocation of voting rights.....	5
--	---

<u>Section 3.</u> Change of membership.....	6
---	---

ARTICLE IV

FUNCTIONS OF ASSOCIATION.....	7
--------------------------------------	----------

<u>Section 1.</u> Common Property	
-----------------------------------	--

<u>Section 2.</u> Personal property and real property for common use.....	7
--	---

<u>Section 3.</u> Services.....	7
---------------------------------	---

<u>Section 4.</u> Mortgage and pledge.....	9
--	---

Section 5.	Conveyance to Association.....	9
Section 6.	Conveyance by Association.....	9

[ARTICLE V](#)

EASEMENTS.....	10
-----------------------	-----------

Section 1.	Owners' Easements of Access and Enjoyment....	10
Section 2.	Delegation of Use.....	10
Section 3.	City of Ocoee Rights.....	10
Section 4.	Utility Easements.....	11
Section 5.	Declarant Easements.....	11
Section 6.	Easement to Public Rights-of -Way.....	11
Section 7.	Service Easements.....	11
Section 8.	Drainage Easements.....	12
Section 9.	Encroachment Easements.....	12
Section 10.	Right of Entry.....	12
Section 11.	Extent of Easements.....	13
Section 12.	Discharge into Water Bodies.....	14
Section 13.	Retention Areas.....	14

[ARTICLE VI](#)

ASSESMENTS.....	14
------------------------	-----------

Section 1.	Creation of the Lien and Personal Obligation of Assessments.....	14
Section 2.	Purpose of Annual Assessments.....	15
Section 3.	Duty of the Board.....	15

Section 4.	Rate of Assessments.....	15
Section 5.	Maximum Annual Assessments.....	16
Section 6.	Special Assessments.....	16
Section 7.	Notice and Quorum Requirements.....	17
Section 8.	Date of Commencement of Annual Assessments; Due Dates.....	17
Section 9.	Duties of the Board of Directors.....	17
Section 10.	Effect of Non-Payment of Assessments: the Personal Obligation of the Owner; The Lien: Remedies of the Association.....	17
Section 11.	Subordination of the Lien to the Mortgages; Mortgagees' Rights.....	18
Section 12.	Damage to Common Property by Owners.....	19
Section 13.	Exempt Property.....	19

[ARTICLE VII](#)

ARCHITECTURAL CONTROL.....19

Section 1.	Establishment of Architectural Review Committee.....	19
Section 2.	Duties and Function of Arc.....	19
Section 3.	Use, Dwelling Size, Dwelling Location Lot area and Width.....	22

[ARTICLE VIII](#)

ENFORCEMENT OF RULES AND REGULATION.....24

Section 1.	Enforcement.....	25
----------------------------	------------------	----

<u>Section 2.</u>	Fines.....	25
-------------------	------------	----

ARTICLE IX

TURNOVER.....	26
----------------------	-----------

<u>Section 1.</u>	Time of Turnover.....	26
-------------------	-----------------------	----

<u>Section 2.</u>	Procedure of Calling Turnover Meeting.....	25
-------------------	--	----

<u>Section 3.</u>	Procedure for Meeting.....	27
-------------------	----------------------------	----

ARTICLE X

MORTGAGE PROVISIONS.....	27
---------------------------------	-----------

<u>Section 1.</u>	Notices of Action.....	27
-------------------	------------------------	----

<u>Section 2.</u>	Voting Rights of Mortgagees.....	27
-------------------	----------------------------------	----

<u>Section 3.</u>	Voluntary Payments by Mortgagees.....	28
-------------------	---------------------------------------	----

<u>Section 4.</u>	No Priority.....	28
-------------------	------------------	----

<u>Section 5.</u>	Notice to Association.....	29
-------------------	----------------------------	----

<u>Section 6.</u>	Amendment by Board.....	29
-------------------	-------------------------	----

<u>Section 7.</u>	Applicability of this Article.....	29
-------------------	------------------------------------	----

<u>Section 8.</u>	Failure of Mortgagee to Respond.....	29
-------------------	--------------------------------------	----

ARTICLE XI

INSURANCE AND CASUALTY LOSSES.....	29
---	-----------

<u>Section 1.</u>	Insurance.....	29
-------------------	----------------	----

<u>Section 2.</u>	Damage and Destruction.....	31
-------------------	-----------------------------	----

<u>Section 3.</u>	Disbursement of Proceeds.....	32
-------------------	-------------------------------	----

<u>Section 4.</u>	Repair and Reconstruction.....	32
-------------------	--------------------------------	----

ARTICLE XII

NO PARTITION.....	32
--------------------------	-----------

ARTICLE XIII

General PROVISIONS.....	33
--------------------------------	-----------

<u>Section 1.</u>	Term.....	27
<u>Section 2.</u>	Amendments by Members Other than the Declarant.....	33
<u>Section 3.</u>	Amendments by Declarant.....	34
<u>Section 4.</u>	Assignments of Rights and Duties.....	34
<u>Section 5.</u>	FHA/VA Approval.....	34
<u>Section 6.</u>	St. John's River Management District.....	35
<u>Section 7.</u>	Special Exceptions and Variations.....	35
<u>Section 8.</u>	Municipal Service Taxing Units.....	35
<u>Section 9.</u>	Reclaimed Water.....	35
<u>Section 10.</u>	Nuisances.....	36
<u>Section 11.</u>	Oil & Mining Operations.....	36
<u>Section 12.</u>	Livestock & Poultry.....	36
<u>Section 13.</u>	Garbage & Refuse Disposal.....	36
<u>Section 14.</u>	Enforcement.....	36
<u>Section 15.</u>	Severability.....	37
<u>Section 16.</u>	Interpretation.....	37
<u>Section 17.</u>	Authorized Action.....	37
<u>Section 18.</u>	Termination of Declaration.....	37

Section 19	. Execution of Documents.....	37
Section 20	. Indemnification.....	38
Section 21	. Prohibited Actions.....	38
Section 22	. Singular, Plural and Gender.....	38
Section 23	. Construction.....	38

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

OF

WESTON PARK

HOMEOWNERS ASSOCIATION, INC.

This Amended and Restated Declaration of Covenants,

Conditions and Restrictions of Weston Park Homeowners

Association, Inc. (the "Declaration") is made by JOHIO MEADOWS LIMITED PARTNERSHIP, a Florida limited partnership ("Declarant ") together with OLYMPIA HOMES, INC., a Florida corporation.

WITNESSETH:

WHEREAS, Johio Meadows Limited Partnership, a Florida limited partnership, executed and recorded a Declaration of Covenants and Restrictions of Weston Park, dated October 6, 1993, and recorded in O. R. Book 4645, Page 3388, Public Records of Orange County, Florida (the "Prior Declaration"), relating to and governing certain activities on the real property described therein; and

WHEREAS, the prior Declaration is not in compliance with the requirements of the Federal Housing Administration (FHA) or the Veterans Administration ("VA It) with respect to the FHA or VA' s purchase of any loan on units in Weston Park; and

WHEREAS, in order to comply with such FHA and VA requirements, Declarant desires to terminate and revoke the Prior Declaration and to release all property described therein from its covenants, conditions and restrictions, and to replace the

Prior Declaration with this Amended and Restated Declaration; and

WHEREAS, Declarant and Olympia Homes, Inc., a Florida corporation, together own 66 of the 72 Lots comprising the Property (more than 75%) and therefore have the authority under the terms of the Prior Declaration to terminate the Prior

Declaration and to encumber the Property with this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the property described on the attached Exhibit "A n (the Property" or "Weston Park"), is and shall be held, sold, conveyed, leased,

mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. Said easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Property or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in the Property.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Articles" and "By-Laws" shall mean the Articles of Incorporation and the By-Laws of the Association as they may exist from time to time.

B. "Association" shall mean Weston Park Homeowners Association, Inc., A. Florida non-profit corporation, its successors and assigns, and shall be a homeowner association, not a condominium formed pursuant to Chapter 718 of the Florida Statutes.

C. "Board" shall mean the Board of Directors of the Association, appointed or elected in accordance with the Bylaws of the Association.

D. "Common Areas" or "Common Property" shall mean and refer to those tracts of land (together with any improvements thereon) located within Weston Park that are actually and specifically dedicated, deeded or leased to the Association for the use and enjoyment of all owners of property under the jurisdiction of the Association and designated in said dedication, deed or lease as "Common Property" , or tracts of land identified as "Common Property" (or otherwise identified as being owned by the Association) on a final plat (or final development plan) recorded by the Declarant. The term "Common Property" shall specifically include Tracts "A" and "B" as shown on the Plat of Weston Park, Plat Book 31, Page 149, Public Records of Orange County, Florida. The term " Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring such property. Common Property is specifically reserved for the use and benefit of all owners of property in Weston Park, and is integral and appurtenant part of each visit.

E. "Common Expenses" shall mean the actual and estimated expenditures, including reasonable reserves, for maintenance, operation and other services required or authorized to be performed

by the Association pursuant to this Declaration or with respect to Common Property, all as may be found to be reasonably necessary by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

F. "Declarant " shall mean Johio Meadows Limited

Partnership, a Florida limited partnership, and its successors and assigns if such successors and assigns are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

G. "Institutional Lender" shall mean and refer to the owner and holder of a Mortgage encumbering a Unit or. Lot, which owner and holder of said Mortgage may be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, private or public pension fund, Veteran's

Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

"Lot" or "Lots" shall mean and refer to Lots 1 through 72 inclusive, Weston Park, according to the Plat thereof, as recorded in Plat Book 31, Page 149, Public Records of Orange County, Florida. With respect to any additional land made subject to this Declaration by annexation, the term "Lot I" shall mean and refer to any parcel of land shown upon any recorded subdivision map or plat of the land to be annexed upon which in the future will be located a detached single-family residential dwelling.

1. "Member" shall mean and refer to all those who are members of the Association as provided in Article 111 hereof

J. "Mortgage" shall mean a permanent or construction mortgage, a deed of trust, a deed to secure debt, or any other form of security deed, including any collateral security documents executed in connection therewith.

"Mortgagee" shall mean a beneficiary or holder of a Mortgage.

"Neighborhood" shall mean the Property described on Exhibit A to this Declaration.

"Notice" shall mean delivery of any document by mail with postage prepaid to the last known address according to the

records of the Association of the person or entity who appears as Owner in the records of the Association. If available from the records of the Association, notices to an Owner will be sent to a

tenant of Owner occupying the Unit. Notice to one of two or more co-owners shall constitute notice to all Owners.

"Open Space" shall mean an exterior open area from the ground upward devoid of residential and commercial buildings, accessory structures and impervious areas; except however, those buildings and structures or areas used exclusively for recreational purposes may be included in the Open Space.

o. "Owner" shall mean and refer to the owner as shown by the records of the Association (whether it be the Declarant, a builder, one or more persons, firms or legal entities) of fee simple title to any Lot or Unit located within the Property. Owner shall not mean or refer to the holder of a Mortgage or security deed its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

P." Property" shall mean and include the Property described in Exhibit A attached to this Declaration.

I' Supplemental Declaration" shall mean any supplement, amendment or modification of this Declaration.

Surface Water Management System" shall mean that portion of the Open Space consisting of swales, inlets, culverts, retention ponds, detention ponds, lakes, outfalls, storm drains and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water.

s. Turnover" shall mean the transfer of operation of the Association by the Declarant as described in Article IX hereof.

"Unit" shall mean a portion of the Property, whether developed or undeveloped, intended for development, use and occupancy as a detached residence for a single family as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided or as provided in Supplemental Declarations covering all or part of the Property. The term shall include all portions of the Lot owned including any structure thereon.

"Voting Member" of the Association shall mean (i) all

Owners (except for the Declarant) as to votes allocated to a Class A Member, (ii) the Declarant as to votes allocated to a Class B member.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 1. Property Subject to this Declaration. From and after the time that this Declaration is recorded in the Public Records of Orange County, Florida, the Property shall be subject to the terms and conditions of this Declaration. The Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in this

Declaration, which shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors or assigns- and shall inure to the benefit of each owner thereof.

Section 2. Conveyance of Common Property to the

Association. When the Declarant closes on the sale of the first Unit within the Property the Declarant shall be obligated to convey title to all of the Common Property, if any, to the

Association which shall be obligated to accept such conveyance.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner, including the Declarant, shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing ownership interest, each Owner accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association. In addition to the foregoing, the family guests, invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association.

Section 2. Allocation of Voting Rights.

Members of the Association shall be allocated votes as follows:

Class A. Class A Members shall be all Owners with the exception of: The Declarant. Each Class "A" Member shall be entitled to one vote for each Lot owned.

Class B. The Class B Member shall be the Declarant, or its specifically designated (in writing) successor. The Class B member shall be allocated five (5) votes for each Lot or Unit owned by it

within the Property which is subject to assessment by this Association; provided, that the Class B membership shall cease and become converted to Class A membership upon Turnover of the Association as set forth in Article I X. Upon conversion to Class A membership, the Declarant shall have one vote for each Unit or Lot owned by it within the Property so long as said Unit or Lot is subject to assessment by this Association.

When any Unit or Lot is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, -time-share or interval ownership, or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the secretary of the Association (and in all events for time share or interval ownership) , such Owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of each official representative shall be considered to represent the will of all the Owners of that Lot or Unit. If the Owners fail to designate their official representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owner (s). Upon such notification, the Owner may not vote until the Owner (s) appoint their official representative pursuant to this paragraph.

c. Notwithstanding anything to the contrary hereinabove, the Declarant shall be entitled to attend Association meetings and to exercise the voting rights attached to any Class A membership it may own.

Section 3. Change of Membership.

Change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument conveying record fee title to any Lot or Unit, and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a direct or indirect Member, but shall not be entitled to voting privileges enjoyed by its predecessor in interest until delivery

of a copy of the conveyance instrument to the Association. The foregoing shall not, however, limit the Association' s powers or privileges and the new Owner shall be liable for accrued and unpaid fees and assessments attributable to the Lot or Unit acquired.

The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner of record transfers or conveys his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

ARTICLE IV

FUNCTIONS OF ASSOCIATION

Section 1. Common Property. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon (including, without

limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep the Common Property in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and any agreement with another association or governmental agency.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by the Declarant.

Section 3. Services. The Association shall have the following powers:

Maintenance of Common Property. The Association shall adopt standards of maintenance and operation required by this and other subsections within this Section 3.

B. Maintenance of any real property located within the Property upon which the Association has accepted an easement for said maintenance.

c. Insect, pest and aquatic control where necessary or desirable in the judgment of the Association to supplement the service provided by the state and local governments, if any.

Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Property or in the Articles or By-Laws.

Conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of activities, Notice of Meetings, and other important events. The Association shall have the right to enter into management agreements with companies affiliated with the Declarant in order to provide its services, and perform its functions.

F · Adopting, publishing and enforcing such Rules and Regulations as the Board deems necessary.

Constructing improvements on Common Property and easements as may be required to provide the services as authorized in this Article.

The Association may also provide exterior maintenance upon any Unit or upon any structure containing Units which, in the Association's opinion, requires such maintenance because said Unit or structure is being maintained in a manner inconsistent with the standard of the Property. The Association shall notify the Owner of said Unit or structure in writing, specifying the nature of the condition to be corrected, and if the Owner has not corrected the condition within fifteen (15) days after date of said notice, the Association (after approval of a majority of the Board) may correct such condition. Said maintenance shall include but not be limited to painting, repairs, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right , after reasonable notice to the Owner, to enter upon any Unit or exterior of any Unit or other structures or improvements located on the Property or the Common Property at reasonable hours on any day, except Saturday and Sunday; provided, however, the Association shall have the right of entry without notice if necessary to correct an emergency situation. The cost of such

maintenance shall be assessed against the Unit upon which such maintenance is performed as a special Assessment as provided in Article VI, Section 6.

1. Establish use fees and promulgate rules and regulations respecting the use of Common Property and Association facilities by Members and persons other than Members, if and when applicable.

J. Engage in any activities reasonably necessary to remove from the Common Property, lakes, Surface Water Management System and Open Space any pollutants, hazardous waste or toxic materials, and by Special Assessment, recover costs incurred from the Owner (s) causing or upon whose property such materials were located or generated.

The functions and services allowed in this Section to be carried out or offered by the Association at any particular time shall be determined by the Board taking into consideration proceeds of assessments and the needs of the Members of the Association. The functions and services which the Association is authorized to carry out or to provide, may be added to or reduced at any time upon the affirmative vote of a majority of the Board; provided, however, the Board may not vote to reduce or abrogate the Association's responsibility to maintain Common Property. The Association may provide the permitted services by contract with third parties, including agreements with applicable governmental agencies.

Section 4. Mortgage and Pledge. The Board shall have the power and authority (subject to the provisions of Article V, Section IID hereof and Article X, Section 2A hereof) to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions.

Section 5. Conveyance to Association. The Association shall be obligated to accept any and all conveyances to it by Declarant of fee simple title, easements or leases to Common Property.

Section 6. Conveyance by Association. The Association may convey lands or easements to the Declarant in connection with any replatting of any portion of the Property.

ARTICLE V

EASEMENTS

Section 1. Owners' Easements of Access and Enjoyment. Subject to the provisions below, every Owner shall have a right to use and an easement of enjoyment in and to the Common Property, together with an easement of access to and from the Common Property which shall be appurtenant to and shall pass with the title to the Lot or Unit owned by such Owner, subject to the following :

The right of the Association to take such steps as are reasonably necessary to protect the Common Property -against foreclosure ;

All provisions of the this Declaration and the Articles and By-Laws of the Association;

Rules and regulations governing the use and enjoyment Of the Common Property adopted by the Association; provided, however, that the Association may not restrict the persons described in Section 4 of this Article from the reasonable use of the Common Property in connection with the construction and sale of Units and other improvements upon the Property.

Restrictions contained the plat of all or any part of the Common Property or filed separately with respect to all or any part or parts of the Common Property .

The additional restrictions set forth in Section 11 of this Article V.

Section 2 . Delegation of Use. Any Owner may delegate, in accordance with the appropriate By-Laws, his right of ingress and egress over and across the Common Property and right of use and enjoyment of the Common Property to his guests, invitees and family members, and to tenants and contract purchasers of his

Unit, and their respective guests, invitees and family members .

Section 3. City of Ocoee Rights. The Property lies within the jurisdiction of the City of Ocoee, Florida and the Owners and Declarant are subject to the ordinances enacted by the City. The City of Ocoee is hereby granted the right to enforce these covenants as if it were an Owner. Notwithstanding anything herein to the contrary, no amendment to these covenants shall be adopted that would modify or limit the rights of the City without the prior written consent of the City of Ocoee . If the City prevails in any litigation regarding enforcement of said Covenants and Restrictions, then the City will be entitled to reasonable attorney' s fees and related costs as incurred during the litigation.

Section 4 . Utility Easements. The Declarant reserves to itself (and its successors or assigns) for so long as the Declarant owns any of the Property, and the Association thereafter, the right to grant easements to any private company, public or private utility or governmental authority providing utility and other services within the Property and the Common Property upon, over, under and across the Property. Said easements shall only be given for the purpose of maintaining, installing, repairing, altering and operating sewer lines , irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, power lines, telephone service, gas lines, syphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of g utilities and providing services to Owners, the Property and Common Property. All such easements to be of a size, width and location as Declarant, or the Association after Turnover, in

it's discretion, deems best but selected in a location as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the property.

Section 5 . Declarant Easements . The Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate in writing, a perpetual easement, privilege and right in and to, over, under, on and across the Common Property for signage and for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such signage easement and access and use does not unnecessarily interfere with the reasonable use and enjoyment of these properties and facilities by the Owners. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any of the Property owned by Declarant. The easements granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Property.

Section 6 . Easement to Public Rights-of-way..

Notwithstanding anything to the contrary set forth in this Declaration, to the extent necessary, each Owner shall have an easement for access to and from his Unit to a public right-of -way over a paved common driveway.

Section 7 . Service Easements . Declarant hereby grants to delivery, pickup and fire protection services, police and other

authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant, its successors or assigns to service the Property, and to such other persons as the Declarant from time to time may designate, the nonexclusive , perpetual right of ingress and egress over and across the Common Property for the purposes of performing their authorized services and investigation.

section 8 . Drainage Easements. Drainage flow shall not be obstructed or diverted from drainage easements. The Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to the Association to be necessary to maintain reasonable standards of health, safety and appearance. The rights reserved hereunder shall extend to reasonable use of drainways on a residential Unit. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected within the Property that are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines .

Section 9 . Encroachment Easements . In some areas, the roof of a Unit may overhang the lot lines of the lot on which said Unit is located. The Developer specifically reserves on behalf of itself and all Units, an encroachment easement for any such roof overhang for the benefit of the Owner of any such Unit . Additionally, there is reserved a drainage easement from the overhanging roof onto the adjoining lot .

Section 10. Right of Entry.. The Association shall have the right, but not the obligation, to enter any Unit for emergency, security, and safety, which right may be exercised by the Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties . Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 11. Extent of Easements. The rights and easements of enjoyment created in this Article V shall be subject to the following :

The right of the Declarant or the Association, in accordance with its By-Laws, to borrow money from any lender for the purpose of improving and/or maintaining the Parks, lakes , recreation parcels, Surface Management Systems and Common Property and providing services authorized herein and, in aid thereof, to mortgage said properties .

The right of the Association to suspend the rights and easements of enjoyment of any Member or any tenant o_f any Member for any period during which any assessment remains unpaid, and for any period, not to exceed sixty (60) days, for any infraction of its published rules and regulation, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Member' s obligation to pay the assessment .

c. The right and authority of the Board to place (and remove after notice) any reasonable restrictions upon any roadways owned by the Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of such roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Property shall not make such restrictions unreasonable .

D. Subj ect to the provisions of Article X, Section 2, the right of the Association to give, dedicate, mortgage or sell all or any part of the Common Property (including leasehold interests therein) to any public agency, authority, or utility or private concern for such purposes and subject to

such conditions as may be determined by the Association; provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by Voting Members representing two-thirds (2/3) of the votes of each class of Members at a duly called meeting of the Voting Members of the Association, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent at least sixty (60) days prior to such meeting to every Voting Member . A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association, and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property, prior to the recording thereof . Such certificate shall be conclusive evidence of authorization by the Members .

Section 12. Discharge into Water Bodies. Nothing other than storm water or irrigation waters may be discharged into any lake, canal, or other body of water located within or adjacent to the Property. Any device through which water is drawn (other than a pumping device from any lake, canal, or other body of water onto) or within any portion of the Property must not be visible unless necessary or unless its nonvisibility would pose a hazard to navigation or water recreation. The construction and/or installation of any such device through which water is drawn shall be subject to the prior written approval of the Architectural Control Committee .

Section 13. Retention Area. Tract "A" of Weston Park shall be owned and maintained by the Association. Ingress and egress over Tract "A" is hereby dedicated to the Association. An easement shall be dedicated to the City of Ocoee for access and maintenance of drainage facilities .

ARTICLE VI

ASSESSMENTS

Section 1 . Creation of the Lien and Personal Obligations QC Assessments. The Declarant covenants, and each Owner of any Lot or Unit shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association: (1) Annual Assessments and (2) Special Assessments, all fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection provided herein shall be a charge and continuing lien as provided herein on the real property and improvements of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable . In

the case of co-ownership of a Unit or Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment .

The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Property or by the abandonment of the property against which the assessment was made . No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function

required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 2 . Purpose of Annual Assessments . The Annual Assessments levied by the Association may be used for the improvement, maintenance, enhancement and operation of the Common Property, lakes, Surface Water Management System and public areas located in, on or about the Property and further to provide services which the Association is authorized or required to provide by contract or otherwise, including, but not- limited to, the payment of taxes and insurance thereon, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions .

Section 3 . Duty of the Board. It shall be the duty of the Board, at least thirty (30) days in advance of the fiscal year of the Association, to fix the amount of the Annual Assessment against each Lot or Unit and to prepare a roster of the Lots and Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by the Owner. Failure to fix the amount of the Annual Assessment within the time period set forth above will not preclude the Board from fixing the Annual Assessment at a later date. Written notice of the Annual Assessment shall be sent to every Owner subject thereto not later than seven •(7) days after fixing the date of commencement thereof .

Section 4 . Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Units, except as set forth in Section 5 of this Article VI and except that as long as there is Class B membership, the Declarant will have the following option for each assessment year:

Until Turnover as provided herein, the Declarant shall be subject to assessments by the Association as hereinafter provided. The Declarant shall, commencing as of the date of the conveyance of the first Unit in the Neighborhood to an Owner other than the Declarant, pay to the Association twenty-five percent (25%) of the rate fixed for Class A Members for each Unit owned by the Declarant and in addition, will pay the difference, if any, between the total operating expenses for the Common Property and the amount of assessment required to be paid pursuant to this Article; or

The Declarant may pay the full rate of assessment for each Unit owned by Declarant and subject to assessment, and, in such event, shall not be liable for the operating deficit of the Association as provided in subparagraph (A) .

Section 5 . Maximum Annual Assessment .

Until January 1, 1995, the Maximum Annual Assessment per Unit shall be ~~94~~ NINETY \$N Dollars (\$ 96.00) .

From and after such date, the Maximum Annual Assessment may be increased each year by the Board without a vote of the Membership of the Association by an amount not more than fifteen percent (15%) above the sum of (i) the Maximum Annual Assessment for the previous year, adjusted to reflect price increases based on the U.S. Government's Consumer Price Index (All Items I') plus (i i) increases mandated by governmental agencies and/or increased costs incurred to obtain services from utility companies .

c. From and after January 1, 1995, the Maximum Annual

Assessment may not be increased above the amount described in -subparagraph (B) above without a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose .

Section 6 . Special Assessments . In addition to the Annual Assessments authorized by this Article VI, the Association may levy in any fiscal year a Special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto; provided, such assessment shall have the affirmative vote or written consent, or combination thereof, of Voting Members representing at least two-thirds (2/3) of the votes of each class of Members. The obligation to pay Special Assessments shall be computed on the same basis as for Annual Assessments . Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines .

The Association (by simple majority vote of the Board) may also levy a Special Assessment against any Member to reimburse the Association for costs incurred pursuant to Article IV, Section 3K or Section 3M, in bringing a Member and his Unit or Lot into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association rules and regulations, which Special Assessment may

be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

Section 7. Notice and Quorum Requirements. Written notice of any meeting called for the purpose of taking any action authorized under Sections 7 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 8 . Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the first month following conveyance by Declarant of the first Lot to an Owner. The due date of Annual Assessments provided for herein shall be fixed by Board resolution. The Annual Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Unit. The Association may delegate to a mortgage company, financial institution or management company responsibility for collection of assessments .

Section 9 . Duties of the Board of Directors. The Board (or any management company to whom the Board has delegated preparation of the roster, in accordance with Article IV, Section 3, paragraph E) shall prepare a roster of Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner at reasonable times with reasonable notice .

The Association shall, upon demand, at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessment: The

Personal Obligation of the Owner; The Lien: Remedies of

Association. If any assessment is not paid on the date due, then such assessment shall become delinquent and the entire assessment shall, together with interest thereon and cost of collection thereof as hereinafter provided, become due and payable and be a continuing lien on the property which shall bind such property in the hands of the then Owner, the Owner's heirs, devisees, personal representatives and assigns. The obligation of the Owner to pay such assessment, however, shall remain a personal obligation. The Association may record a notice of lien for delinquent assessments in the public records and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or

mortgagees for value unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments thereafter until satisfied of record. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure : (a) No right to vote shall be exercised on its behalf; (b) No assessment shall be assessed or levied on it; and (c) Each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the

Association as a result of foreclosure . Suit to recover a money judgment for unpaid Common Expenses and attorney' s fees and costs shall be maintainable without foreclosing or waiving the lien securing the same .

Section 11. Subordination of the Lien to the Mortgages ; Mortgagees' Rights. The lien of the assessments provided for herein is subordinate to the lien of any first Mortgage given to an Institutional Lender now or hereafter placed upon a Unit or Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer sha'll not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. An Institutional Lender, upon request, shall be entitled to written notification from the Association of any default of an Owner of any obligation hereunder which is not cured within sixty (60) days. The Association may provide such notice without receiving a request from the Institutional Lender . An Institutional Lender may pay taxes or other charges which are in default and which may or have become a charge against any Common Property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Common Property and Institutional Lenders making such payments shall be owed immediate reimbursement therefor from the Association.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer or management agent of the

Association setting forth whether such assessment has been paid as to any particular Unit . Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty (\$50 . 00) Dollars for the issuance of such certificate.

Section 12. Damage to Common Property by Owners. Any maintenance, repairs or replacements within the Common Property arising out of or caused by the willful or negligent act of the Owner, his family, guests or invitees shall be done at said Owner' s expense or a Special Assessment therefore shall be made against his Lot or Unit .

Section 13 . Exempt Property. The following property subject to this Declaration shall be exempted from all assessments, charges and liens created herein : (a) all properties to the extent of any easement or. other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property as defined in Article I hereof; (c) any of the Property exempted from ad valorem taxation by the laws of Florida to the extent agreed to by the Association.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Establishment of Architectural Review Committee .

There is hereby established an Architectural Review Committee

("ARC") •

Section 2 . Duties and Functions of ARC. The duties, powers and responsibilities of the ARC shall be as follows :

The ARC shall consist of three (3) or more persons designated by the Declarant . So long as Declarant owns one or more Lots within the Property, Declarant shall have the sole authority to designate the members of the ARC. At such time as Declarant no longer owns any real property within the Property (or earlier at the Declarant's option) , the Declarant shall assign to the Association the rights, powers, duties and obligations of the ARC, whereupon the Board shall appoint the

members of the ARC and shall provide for the terms of the members of the ARC. Members of the ARC need not be officers, directors or members of the Association. No member of the ARC shall be entitled to any compensation for its services. At any time after Declarant has given up or no longer has the right to appoint the ARC a majority of Owners shall have the power through a duly recorded written instrument to change the membership of the ARC or to withdraw or restore to it any of its powers and duties .

The ARC shall have the right of specific approval or veto of all architectural, engineering, platting, planning and landscaping aspects of any improvement or development of individual units or buildings as well as the general plan for development of any individual lot or subdivision, tract or parcel of land within the Property. All construction and development within the Property is subject to local governmental control ; provided, further, that the ARC may, in its sole discretion, impose standards of architectural and landscaping design, building setback lines or the general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning, planning or other local governmental codes .

C. - No building, sign, outside lighting, fence, hedge, wall, walk, dock or other structure or planting shall be constructed, erected, removed, planted or maintained nor shall any addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, shape , height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ARC. Any change in the outward appearance of any improvement including but not limited to repainting the same in a different color, adding decorative sculptures, wrought iron grills, or the like, shall also require approval in writing by the ARC before any work is commenced. Refusal of approval of plans , specifications or location may be based upon any grounds, including purely aesthetic considerations, which the ARC, in its sole and uncontrolled discretion, deems sufficient .

As part of the application process, two (2) complete sets of plans and specifications prepared by an architect or other person found to be qualified by the ARC shall be submitted for approval by written application on such form as may be provided or required by the ARC. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information .

The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided

such approval is not unreasonably withheld. In approving or disapproving such plans and applications, the ARC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

F Unless specifically excepted by the ARC, all improvements for which approval of the ARC is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the ARC in the event that the approval is so conditioned.

In the event the ARC shall fail to specifically approve or disapprove the plans and specifications submitted in final and complete form, within thirty (30) days after written request for approval or disapproval such plan and specification shall be deemed approved.

There is specifically reserved unto the ARC, the right of entry and inspection upon any lot or for the purpose of determination by the ARC whether there exists any construction of any improvement which violates the terms of any approval by the ARC or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith. The Association shall indemnify and hold harmless the ARC from all costs, expenses and liabilities including attorney's fees incurred by virtue of any member of the ARC'S service as a member of the ARC.

1 . A majority of the ARC may take any action of the committee and may designate a representative to act for it . In the event of death, disability or resignation of any member of the ARC, the remaining members shall designate a successor .

J The ARC may adopt such further rules and regulations as it deems necessary to carry out its functions and purposes hereunder, provided all such rules and regulations shall be filed with and made a part of this Association's minutes .

The ARC may impose reasonable fees and charges upon Owners to enable it to carry out its functions .

In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such manner that the same violates the restrictions contained in this Declaration or any other covenants which the ARC has the power to enforce, or in such manner that the same encroaches on any easement area or setback line, the ARC reserves the right to release the property from the restriction which it violated and to grant an exception to permit the encroachment by the structure over the setback line or on the easement area, so long as the ARC, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health, safety and appearance of the Properties .

The ARC has the right, but not the obligation, to grant waivers for minor deviations and infractions of these covenants . The granting of any waiver for any portion of the Property may be given or withheld in the ARC'S sole discretion and a prior grant of a similar waiver shall not impose upon the ARC the duty to grant new or additional requests for such waivers .

The Association, Declarant, ARC or any officer, employee , director or member thereof shall not be liable for damages to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval , disapproval or failure to approve any plans and specifications . Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association, Declarant or ARC to recover any such damages. Declarant or ARC to recover any such damages .

Section 3 . Use; Dwelling Size, Dwelling Location; Lot Area and Width.

A. Use. No Lot shall be used except for residential purposes . No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, singlefamily dwelling, not to exceed two (2) stories in height, and a private garage for not more than three (3) cars .

B. Dwelling Size. The ground floor of the main structure exclusive of one (1) story open porches, breezeways, and garages , shall not be less than 1, 200 square feet for a one (1) story dwelling, and not less than 1, 200 square feet for a dwelling one and one-half (1 1/2) or two (2) stories.

c. Building Location . No building shall be located on any Lot nearer than twenty five (25) feet to the front Lot line, or nearer than twenty-five (25) feet to any side street line. No

building shall be located nearer than seven and one-half (7 1/2) feet to an interior lot line.

No dwelling shall be located on any interior Lot nearer than twenty-five (25) feet to the rear Lot line . For the purpose of this Declaration, eaves, steps and open porches shall not be constructed to permit any portion of a building on a Lot to encroach upon another Lot . If there is any conflict between this Declaration and zoning regulations of the proper governing authority, said zoning regulations shall take precedent .

Lot Area and Width. No dwelling shall be erected, or placed on any Lot having a width of less than seventy (70) feet at a minimum building setback line, nor shall any dwelling be erected or placed on any Lot having an area of less than eight thousand (8, 000) square feet, except that, notwithstanding such provisions as to a minimum width and minimum square feet area, a dwelling may be erected, or placed on any one entire Lot as shown on the recorded plat .

No Temporary Structures. No structure of a temporary character, basement, trailer, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as residence either

temporarily or permanently. No storage sheds, clotheslines, or satellite dishes will be allowed at any time.

F Swales and Buffers. It will be the responsibility Of the Owners of Lots which abut walls, landscape buffers and drainage swales to maintain same in an unaltered condition.

G No inoperative vehicles. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of fortyeight (48) hours, provided, however, this provision shall not apply to any such vehicles being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the subdivision. Motorhomes, campers and boats shall be screened from view.

H. Signs. No signs of any kind shall be displayed to the public view on any Lot, except (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a Builder to advertise the property during the construction and sales period.

1. Site Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the

intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

J Walls and Fences. Heights of any walls and fences outside of the building setback lines shall not be greater than as follows: No wall or fence may be erected on any lot in the subdivision higher than six (6) feet above finished grade; and provided, however, that no wall or fence shall be erected or placed within the front setback lines of any Lot, unless said wall or fence shall be an ornamental and desirable feature, and shall not in any manner, impair the general scheme of the subdivision area. The ARC may, in its discretion, approve minor projections above the restricted heights for architectural features. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type, design, and location thereof shall have been approved in writing by the ARC.

Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

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

ARTICLE VIII

ENFORCEMENT OF RULES AND REGULATIONS

Every Owner shall comply with the restrictions , covenant s , rules and regulations adopted by the Board .

Section 1. Enforcement . Failure of the Owner to comply with such restrictions, covenants, or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorneys ' fees for appellate review. The Association shall have the right to suspend voting rights and use of Common Property and lakes for any Owner violating the Declaration for a period of time which is the longer of sixty (60) days or the term of continued violation. The Association shall have the right to enforce the provisions of this Declaration through eviction proceedings or other self-help procedures appropriate to the violation.

Section 2 . Fines . In addition to all other remedies, in the sole discretion of the Board of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation, contained herein or promulgated pursuant to this Declaration provided the following procedures are adhered to:

A. NOTICE: The Association shall notify the Owner of the infraction or infractions and the proposed fine (s) and the proposed date on which such fine (s) shall become final, which date shall not be earlier than the next regularly scheduled Board meeting. Included in the notice shall be date and time of the next Board meeting.

B. HEARING: The Owner may petition the Board in writing to appear at the next scheduled Board meeting at which time the Owner shall present reasons why the fine (s) should not be imposed. A written decision of the Board shall be submitted to the Owner not later than twenty-one (21) days after the Board' s meeting. Failure of the Owner to contest any proposed fine (g) in

accordance with these procedures shall constitute a waiver of his rights to further contest such proposed fine (s) .

C. FINES: The Board may impose fines against any Unit as follows:

- (a) First noncompliance or violation : a fine not in excess of Fifty Dollars (\$50.00).
- (b) Second noncompliance or violation : a fine not in excess of One Hundred Dollars (\$100 . 00)
- (c) Third and subsequent noncompliance, or violation or violations that are of a continuing nature: a fine not in excess of Five Hundred Dollars (\$500 . 00) for each week of continued violation or non-compliance.

D. PAYMENT OF FINES: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the fines.

E. COLLECTION OF FINES: Fines shall be treated as a Special Assessment otherwise due to the Association, and as such will be a lien against the Owner's Unit or Lot.

F. APPLICATION OF FINES: All monies received from fines shall be allocated as directed by the Board.

G. NONEXCLUSIVE REMEDY: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE IX

Section 1 . Time of Turnover. The Turnover of the

Association by the Declarant shall occur at the Turnover meeting described in Section 2 below which meeting shall take place within sixty (60) days of the occurrence of the following events, whichever occurs earliest :

- (a) January 1, 1999.
- (b) Upon voluntary conversion to Class A membership by the Declarant .
- (c) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, except that any Class A votes held by builders shall not be counted for purposes of determining when the total votes outstanding in Class A equal the total votes outstanding in Class B.

(d) When seventy-five (75) percent of the Units have been deeded to Owners who are not builders .

The Declarant, or its successors or assigns, shall remain a member so long as it owns a Lot or Unit subj ect to this Declaration .

Section 2 . Procedure of Calling Turnover Meeting. The purpose of the Turnover meeting shall be to elect directors to the Association. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Members of the date, location, and purpose of the Turnover meeting.

Section 3 . Procedure for Meeting. The Turnover meeting shall be conducted in accordance with the most recent revision of Robert' s Rules of Order.

ARTICLE X

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Units in the Property. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Residential Unit number, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Residential Unit on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

any delinquency in the payment of assessments or charges owed by an Owner of a Residential Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any Eligible Holder, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Residential Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days ;

any lapse, cancellation, or material modification Of any insurance policy maintained by the Association.

Section 2. Voting Rights of Mortgagee. For purposes of this Section, an Eligible Holder of a Mortgage shall be entitled to one (1) vote for each first Mortgage owned.

Unless at least two-thirds (2/3) of the first Mortgagees or Voting Members representing at least two-thirds (2/3) of the

total Association Members (other than Declarant) consent, the Association shall not: by act or omission abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Property which the Association owns, directly or indirectly (The granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection.);

Any election to terminate the legal status of **Waterford Lakes** as a Planned Unit Development shall require :

(i) The approval of at least fifty-one percent (51%) of the Eligible Holders if the election to terminate- the legal status is the result of substantial destruction or a substantial taking in condemnation of the Property; or

(i i) The approval of at least sixty-seven percent (67%) of the total Voting Members of the Association and sixtyseven percent (67%) of the Eligible Holders .

In the event a portion of the Property is either condemned or destroyed or damaged by a hazard that is insured against r restoration or repair shall be performed substantially in accordance with the provisions of the Declaration and the original plans and specifications for the proj ect unless fiftyone percent (51%) of the Eligible Holders approve the taking of other action by the Association .

c. The vote or written consent of sixty-seven percent (67%) of the total Voting Members of the Association and fifty-one percent (51%) of the Eligible Holders shall be required to assume self-management of the Association if professional management of the Association has been required by an Eligible Holder at any time.

Section 3 . Voluntary Payments by Mortgagees . First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of a Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 4 . No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 5 . Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbrering such Owner' s Residential Unit .

Section 6 . Amendment by Board. Should the Federal National

Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes .

Section 7 . Applicability of this Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must othexvise be obtained under the Declaration, the ByLaws, or Florida corporate law for any of the acts set out in this Article.

Section 8 . Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request .

ARTICLE XI

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. To the extent available on commercially reasonable terms and conditions, and to the extent required by law, the Board shall obtain a public liability policy covering the Common Property, the Board, the Association, its Members and the management company, if any, for all damage or injury caused by the negligence of the Association or any of its Members or agents . If not required by law, the Board shall have the right, but not the obligation to obtain such insurance . The Board may also obtain errors and omissions coverage as it deems advisable .

Premiums for all insurance, if any, on the Common Property shall be Common Expenses of the Association and shall be included in the Annual Assessment, as described in Article VI . The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall

be allocated in relation to the amount each party's loss bears to the total .

All insurance coverage, if any, obtained by the Board shall be written in the name of the Association as trustee for the respective benefitted parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

All policies shall be written with a company licensed to do business in Florida.

All policies on the Common Property shall be- for the benefit of the Association, its Members, and Mortgagees providing construction financing on the Common Property.

Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Association's Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto .

In no event shall the insurance coverage obtained and maintained by the Association's Board hereunder be brought into contribution with insurance purchased by individual Owners , occupants, or their Mortgagees .

The Association' s Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board, its manager, the Owners , and their respective tenants, servants, agents, and guests;

(i i) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(i i i) a statement that no policy may be canceled, invalidated, suspended, or subj ect to non-renewal on account of any one or more individual Owners ;

a statement that no policy may be canceled, invalidated, suspended, or subj ect to non-renewal on account of the conduct of any director, officer, or employee of the

Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee ;

that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

that the Association will be given at least thirty (30) days' prior written notice Of any cancellation, substantial modification, or non-renewal .

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker' s compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers,

employees, and other persons handling or responsible for the Association's funds, if reasonably available, and flood insurance if required. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' assessments on all Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 2 . Damage and Destruction.

A. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

B. Any damage or destruction to the Common Property shall be repaired or reconstructed unless the Unit Owners representing at least seventy-five (75%) percent of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed; provided, however, this provision shall not apply to construction Mortgagees providing construction financing for such damaged property.

c. In the event that it should be determined in the manner described above that the damage or destruction to the shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Property shall be restored to its natural state and maintained by the Association in a neat and attractive condition.

Section 3. • Disbursement of Proceeds . If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Property shall be retained by and for the benefit of the

Association and placed in a capital improvements account . In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee (s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee .

Section 4 . Repair and Reconstruction. If the damage or destruction to the Common Property is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Owners on the same basis as provided for Annual Assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XII

NO PARTITION

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Property or any part thereof, nor shall any person or entity acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE XIII

GENERAL PROVISIONS

Section 1 . Term. These Covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time, said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the ten owners of the Lots has been recorded, agreeing to change said Covenants in whole or in part .

Written notice of any meeting at which such propOsa1 to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least sixty (60) days advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes

required to constitute a quorum at a meeting of the Association, the total number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast' in favor of such resolution, and the total number of votes cast against such resolution

Said certificate shall be recorded in the Public Records of Orange County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. Termination of the Association shall not have the effect of terminating easements herein provided or granted prior to such termination, or terminating contractual rights created prior to termination which from the context of the contract were meant to survive termination.

Section 2 . Amendments by Members Other than the Declarant. This Declaration may be amended at any time by the affirmative vote or written consent, or any combination thereof, of Voting Members representing two-thirds (2/3) of each class of Members of the Association; provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision and further provided that so long as Declarant is (i) the Owner of any Unit, or any property affected by this Declaration, as amended from time to time, or (ii) appoints a

Director of the Board, no amendment shall be effective without

Declarant's express joinder and consent . If any proposed

amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment . Such amendment shall be recorded in the Public Records of Orange County, Florida.

Notwithstanding anything above contained to the -contrary, no amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such .Mortgagees.

Section 3 . Amendments by Declarant. Until such time as the Turnover Meeting referenced in Article I X, Section 1 occurs, the

Declarant (with respect to portions of the still owned by Declarant) specifically reserves for itself, its successors and assigns, _ and to the Association, the right to modify, change, revoke or rescind any or all of the restrictive covenants contained in this Declaration. Notwithstanding the above ,

Declarant shall have the right to amend this Declaration, without the necessity of joinder by Owners or any other persons or entities, to make non-substantial changes that do not materially or adversely affect the interests of owners or other affected parties, and to clarify any ambiguities or conflicts, subj ect , however, to the requirements, if appropriate, of Section 5 below.

Section 4 . Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Association and Declarant may be assigned to any person, corporation or association which will assume the duties of the Association or Declarant pertaining to the particular rights, powers and resenrations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, he or it shall to the extent of such assignment have the same rights and powers and be subj ect to the same obligations and duties as are herein given to and assumed by the Association or the Declarant . Further, the Association or the Declarant may from time to time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate .

Section 5. FHA/VA Approval . As long as there is a Class B membership, and so long as the Declarant wishes to maintain its FHA/VA approved status, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, mergers and consolidations, mortgaging and dedication of

Common Property, amendment of this Declaration, dissolution, and amendment of the Articles of Incorporation of the Association. Furthermore, to the extent and if required as a condition of obtaining approval by FHA/VA, that Declarant must make modifications to this Declaration, then Declarant shall have the right to so modify this Declaration without the necessity of joinder of any Owner or any other party who may be affected.

Section 6 . St. John's River Water Management District. The St. John's River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the- provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or storm-water management system.

Section 7 . Special Exceptions and Variations. Unless the written consent the Association is first obtained, no Owner shall file a request for zoning variations, special exceptions or zoning changes affecting or relating to land within the Property.

Section 8 . Municipal Service Taxing Units. In order to perform the services contemplated by this Declaration, the Association or Declarant, in conjunction with Orange County, Florida, may seek the formation of special purpose municipal service taxing units ("MSTUs ") The MSTUs will have responsibilities defined in their enabling resolutions which may include, but are not limited to, maintaining roadway informational signs, traffic control signs, benches, trash receptacles and other street furniture, keeping all public roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage canals, ponds and structures, maintenance of designated landscape areas, payment of energy charges for street and pedestrian lighting, and other services benefiting the Property. In the event such MSTUs are formed, the Property will be subject to assessment for the cost of services performed within the MSTU and personnel working for or under contract with Orange County shall have the right to enter upon lands within the Property to affect the services contemplated. Each Owner by acquiring lands within the Property agrees to pay each and every MSTU assessment imposed upon the Owner's land in a timely manner, failing which such assessments and special charges shall be a lien upon those lands. The Association retains the right to contract with Orange County to provide the services funded by the MSTU' s .

Section 9 . Reclaimed Water. If the Owner of a Lot shall have provided to the Unit or Units therein an irrigation system capable of using reclaimed water for irrigation purposes, and reclaimed water shall become available, then in such events, the Association may: (i) require the Owner of each such Unit to use the reclaimed water for irrigation purposes and (ii) charge a reasonable uniformly applied fee for the use of such reclaimed water. Costs of connection to the Reclaimed Water Source shall be paid by the Declarant if the Declarant has requested such connection.

Section 10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon, which may be or may become an annoyance or nuisance to the Neighborhood.

Section 11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot .

Section 12. Livestock and Poultry. No animals, livestock or poultry or any kind shall be raised, bred or kept on any Lot , except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

Section 13. Garbage and Refuse Disposal . No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipments for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 14. Enforcement. Enforcement of these covenants , conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or the Declarant to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. Further, the Association shall have the right of self help to cure any violations that remain uncured after any required notice is given.

Section 15. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect .

Section 16. Interpretation. The Board shall have the right except as limited by any other provisions of this Declaration or the By-Laws to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction or interpretation shall be final and binding. In all cases, the

provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance of Common Property and the facilities located thereon.

Section 17. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association as approved by the Board in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise .

Section 18. Termination of Declaration. Should the Members of the Association vote not to renew and extend this Declaration as provided for herein, all Common Property owned by the Association at such time shall be transferred to another association or appropriate public agency having similar purposes . If no other association or agency will accept such property then it will be conveyed to a Trustee appointed by the Circuit Court of Orange County, Florida, which Trustee shall sell the Common Property free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Orange County, Florida . That portion of the Open Space or Common Property consisting of the Surface Water Management System cannot be altered, changed or sold separate from the lands it serves. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Property, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Common Property. The excess of proceeds, if any, from Common Property shall be distributed among Owners in a proportion which is equal to the proportionate share of such Owners in Common Expenses .

Section 19. Execution of Documents . Development of the Property may require from time to time the execution of certain documents required by governmental authorities. To the extent that said documents require the joinder of Owners, the Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the

Declarant, through its duly authorized officers, as their proper and legal attorneys- in-fact for such purpose . Said appointment is coupled with an interest and is therefore irrevocable . Any such documents executed pursuant to this Section shall recite that it is made pursuant to this Section.

Section 20. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee member shall not be liable for any

mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officer and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association) , and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to other on account of any such contract or commitment . Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available .

Section 21. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

Section 22. Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders .


Section 23 . Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property

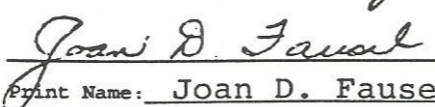
IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

WITNESSES : JOHIO MEADOWS LIMITED PARTNERSHIP, a Florida limited partnership

BY: I-NIBILT DEVELOPMENT COMPANY

AS: MANAGING GENERAL PARTNER


Print Name: Rick Kinney


Print Name: Joan D. Fausel

Print

Name:
Gio

a Y. nger ,

President

(Corporate Seal)

OLYMPIA HOMES, INC . , a Florida corporation

Teresa Lee Musgrove
Print Name: Teresa Lee Musgrove

Jacqueline Fillion
Print Name: Jacqueline Fillion

(Corporate Seal)

STATE OF FLORIDA OR Bk 4774 Pg 599

Orange co FL 4951619

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this day of
July 1994 by Giora Y. Singer, as the
Unibilt Development Company, a corporation, as
Managing General Partner of JOHIO MEADOWS LIMITED PARTNERSHIP, a
Florida limited partnership.

Joan D. Fausel
Signature of Notary Public, State of Florida
State of Florida My Commission Expires .

Joan D. Fausel CC121504
Print, type or stamp commissioned name
Notary Public; Personally known X
OR Produced Identification
Type of Identification Produced

July 1994 by Giora Y. Singer, as the President of
Florida at Large June 26. 1995

of

veston-park

11:1Sam

Lots 1-72 inclusive, and Tract "A" and B" WESTON PARR, according to the plat thereof, as recorded in Plat Book 31, Page 149, Public Records of Orange County, Florida .