

The Villas of Casselberry Homeowners Association, Inc.

c/o ASC Property Services, Inc.
1073 Willa Springs Drive, Suite 2001
Winter Springs, FL 32708

LIMITED PROXY FORM

Please sign and return via us mail or email to "Betsy@ascflorida.com"

The undersigned, owner(s) or designated voter of the property located at _____ (address) within The Villas of Casselberry Homeowners Association, Inc. ("Association") appoints,

PRINT NAME PERSON TO BE DESIGNATED PROXYHOLDER
(if left blank, the Secretary of Association shall serve as the proxyholder)

as my proxyholder to attend the meeting of the members of the Association to be held on October 11, 2022, at 6:30 P.M., Seminole County Library, 205 Oxford Road, Casselberry, Florida 32707. The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxyholder's authority is limited as indicated below:

I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING AS INDICATED BELOW:

Revitalize Declaration and Governing Documents for The Villas of Casselberry Homeowners Association, Inc. as provided in Exhibit A.

Are you in favor of revitalizing the Declaration as set forth in the Declaration attached hereto as Exhibit A?

_____ YES

_____ NO

PLEASE RETURN NO LATER THAN OCTOBER 10, 2022

Mail to: **Villas of Casselberry HOA** or email to: **Betsy@ascflorida.com**
c/o ASC Property Services Inc.
1073 Willa Springs Dr., Suite 2001
Winter Springs, FL 32708

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

DATE: _____, 2022

SIGNATURE(S) of OWNER(S)

SIGNATURE(S) of OWNER(S)

THE VILLAS OF CASSELBERRY HOMEOWNERS ASSOCIATION, INC.

GOVERNING DOCUMENTS

Date of Notice: August 11, 2022

Homeowner(s):

A committee has been formed to revitalize the governing documents for THE VILLAS OF CASSELBERRY HOMEOWNERS ASSOCIATION, INC. ("Association"), pursuant to the requirements of Chapter 720, Fla. Stat. On November 13, 1980, F & R BUILDERS, INC., a Florida corporation, heretofore recorded the Declaration of Covenants and Restrictions at Official Records Book 1306, Page 0438 of the Public Records of Seminole County, Florida ("Previous Declaration"), as amended. The Marketable Records Title Act ("MRTA") requires that the governing documents of every homeowners association be renewed every 30 years, or they must go through the revitalization process. The following individuals shall serve on the Revitalization Committee:

Name	Address	Phone Number
Dave Leombruno	3437 Allston Ln, Winter Park, FL 32792	407-765-1186
Mona Gomez	1841 Bachman Way, Winter Park, FL 32792	407-672-0204
Richard Deter	3398 Hamlet Loop, Winter Park, FL 32792	407-671-3465

The Revitalization Committee hereby encloses the following:

- a) Exhibit A – the Previous Declaration as originally recorded at Official Records Book 1306, Page 0438 of the Public Records of Seminole County, Florida
- b) Exhibit B – Articles of Incorporation of The Villas of Casselberry Homeowners Association, Inc.
- c) Exhibit C – By-Laws of The Villas of Casselberry Homeowners Association, Inc.
- d) Exhibit D – Amendment to Declaration, recorded at Official Records Book 1347, Page 163 of the Public Records of Seminole County, Florida.
- e) Exhibit E – Amendment to Declaration, recorded at Official Records Book 2123, Page 972 of the Public Records of Seminole County, Florida
- f) Exhibit F – Declaration of Restrictions Covering the Villas of Casselberry Phases Three and Four recorded at Official Records Book 2123, Page 0965 of the Public Records of Seminole County, Florida.
- g) Exhibit G – Graphic depiction of the property to be governed by the declaration.

The Revitalization Committee does hereby submit the above (collectively "Governing Documents") for revival. In order to revitalize the governing documents, the Revitalization Committee must obtain the consent of a majority of all Lots within The Villas of Casselberry. **A meeting will be held on October 11, 2022 at the Seminole County Library, 205 Oxford Road, Casselberry, Florida 32707 at 6:30P.M., where the vote will take place.** Enclosed you will find a proxy form. Should you not be available to attend the meeting on October 11, 2022, you may vote by proxy. Please do not hesitate to contact management at ascpsi@aol.com if you have any questions.

Sincerely,
Revitalization Committee

13/2-00

AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION, made this 8th day of SEPTEMBER, 1989, by LENNAR HOMES, INC., a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, the Developer is the owner of certain property situated in Seminole County, Florida, described as follows:

THE VILLAS OF CASSELBERRY PHASE THREE, according to the Plat thereof, as recorded in Plat Book 42 at Page 43,44,45 of the Public Records of Seminole County, Florida, and

THE VILLAS OF CASSELBERRY PHASE FOUR, according to the Plat thereof, as recorded in Plat Book 42 at Page 46,47,48, of the Public Records of Seminole County, Florida; and

WHEREAS, the Developer executed a Declaration dated and recorded November 13, 1980, under Clerk's File No. 076604 in Official Records Book 1306 at Page 0438, of the Public Records of Seminole County, Florida, ("Declaration") which restricts certain property and makes it subject to the Declaration, provides for certain membership property rights and voting rights in a homeowners association, a covenant for maintenance, a covenant for assessments and other matters; and

WHEREAS, Article VI, Section 2 of said Declaration provides for annexation of additional lands as follows:

"Section 2. Other Annexation of Property. Additional property which is outside of the area described in Exhibit "A" hereto, and which is outside of the area contained in the Plat of THE VILLAS OF CASSELBERRY PHASE 1, may be annexed to the property with the consent of two-thirds (2/3) of each class of members of the Association. Such annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Seminole County, Florida. As long as there is a Class B membership and as long as the Veterans Administration has an interest in THE VILLAS OF CASSELBERRY, the annexation of additional properties to THE VILLAS OF CASSELBERRY will require the prior approval of the Veterans Administration."

WHEREAS, the Developer desires to annex THE VILLAS OF CASSELBERRY PHASE THREE AND THE VILLAS OF CASSELBERRY PHASE FOUR to the property previously restricted by the Declaration, and

WHEREAS, the Association has obtained the consent of two-thirds of its members for such annexation of additional properties, which consents are attached hereto as Exhibit "A".

NOW, THEREFORE, Developer does hereby declare the following:

1. The lands known as THE VILLAS OF CASSELBERRY PHASE THREE, according to the Plat thereof, as recorded in Plat Book 42 at Pages 43,44,45, of the Public Records of Seminole County, Florida, are hereby submitted, annexed and added to the property previously made subject to the above-described Declaration and shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in said Declaration, which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part hereto, their heirs, successors and assigns and shall inure to the benefit of each owner thereof as though originally submitted thereto.

2. The lands known as THE VILLAS OF CASSELBERRY PHASE FOUR, according to the Plat thereof, as recorded in Plat Book 42 at Pages 46,47,48, of the Public Records of Seminole County, Florida, are

RECORDED & VERIFIED

1989 NOV - 7 AM 10:13

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

TO: LINDA GARNAND - CIVIL CLERK
95 TRINITY LANE DRIVE
CASSELBERRY, FLORIDA 32707

hereby submitted, annexed and added to the property previously made subject to the above-described Declaration and shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in said Declaration, which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part hereto, their heirs, successors and assigns and shall inure to the benefit of each owner thereof as though originally submitted thereto.

3. Article I, Section 4 of the Declaration is hereby amended such that the Common Areas to be owned and maintained by THE VILLAS OF CASSELBERRY ASSOCIATION, INC., at the time of conveyance of the first lot of the VILLAS OF CASSELBERRY PHASE THREE and THE VILLAS OF CASSELBERRY PHASE FOUR, shall include the following:

Tracts A through F, of THE VILLAS OF CASSELBERRY PHASE THREE, according to the Plat thereof, as recorded in Plat Book 42 at Page 43,44,45 of the Public Records of Seminole County, Florida; and

Tracts A through C, of THE VILLAS OF CASSELBERRY PHASE FOUR, according to the Plat thereof, as recorded in Plat Book 42 at Pages 46,47,48 of the Public Records of Seminole County, Florida.

4. Article I, Section 6 of the Declaration is hereby amended such that the Screen Walls to be owned and maintained by THE VILLAS OF CASSELBERRY ASSOCIATION, INC. at the time of conveyance of the first lot in THE VILLAS OF CASSELBERRY PHASE THREE and THE VILLAS OF CASSELBERRY PHASE FOUR, shall be within the following tracts:

Tracts A, D, E and F of THE VILLAS OF CASSELBERRY PHASE THREE, according to the Plat thereof, as recorded in Plat Book 42 at Pages 43,44,45 of the Public Records of Seminole County, Florida; and

Tract B and that wall within the 20 foot easement along the north line of Lots 105 through 120, inclusive, of THE VILLAS OF CASSELBERRY PHASE FOUR, according to the Plat thereof, as recorded in Plat Book 42 at Pages 46,47,48 of the Public Records of Seminole County, Florida.

5. Article I, Section 7 of the Declaration is hereby amended such that Lot shall specifically include the following:

Lots 9 through 39, inclusive, and Lots 75 through 95, inclusive, of THE VILLAS OF CASSELBERRY PHASE THREE, according to the Plat thereof, as recorded in Plat Book 42 at Pages 43,44,45 of the Public Records of Seminole County, Florida; and

Lots 1 through 8, inclusive, Lots 40 through 74, inclusive, and Lots 96 through 139, inclusive, of THE VILLAS OF CASSELBERRY PHASE FOUR, according to the Plat thereof, as recorded in Plat Book 42 at Pages 46,47,48 of the Public Records of Seminole County, Florida.

6. In all other respects, the Declaration shall remain in full force and stand as recorded and previously amended.

IN WITNESS WHEREOF, this Amendment to the Declaration has been executed as of the day and year previously written.

Witnesses:

Carol M. Genter

Janet S. English

LENNAR HOMES, INC.

By: M. E.

Vice President

Attest: M. J. H.

Assistant Secretary

STATE OF FLORIDA
COUNTY OF DADE

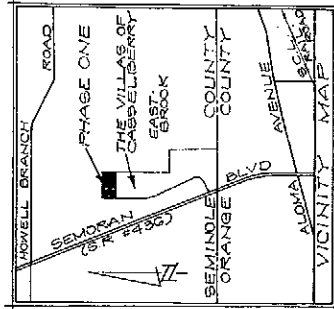
The foregoing Amendment to Declaration was acknowledged before me this 8th day of September, 1989, by M. E. Saleda and Morris J. Watsky, Vice President and Assistant Secretary, respectively, of Lennar Homes, Inc., a Florida corporation, on behalf of the Corporation.

James S. English
Notary Public, State of Florida
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 10, 1994
BONDED THRU GENERAL INS. CO.

OFFICIAL RECORDS
BOOK PAGE
2123 0974
SEMINOLE CO. FL.

PLAT	BOOK	24
AND	PAGE	54
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All that part of *Sagittaria*. Recorded in Plat Book 20, Page 852g. Col. 27 in the Public Records of 1850. Collected by J. H. Beal, during at the Northeast 1/4 of Sec. 34, T. 19 N., R. 30 E., Seminole County, Florida; the North West 1/4 of the Southwest 1/4 of Section 34, T. 19 N., R. 30 E., Seminole County, Florida; the North West 1/4 of Section 34, T. 19 N., R. 30 E., Seminole County, Florida; the East Line of *Sagittaria*; thence run S 93° 50' 00" W. 132.00 feet; thence run N 02° 20' 00" W. 127.1 feet; thence run S 48° 50' 00" W. 140.67 feet; thence run S 97° 30' 01" W. 50.83 feet; thence run N 00° 51' 50" E. 36.35 feet; thence run S 48° 50' 15" W. 17.72 feet; thence run N 41° 00' 45" W. 15.47 feet; thence run S 02° 20' 00" E. 4.84 feet; thence run N 02° 30' 17" W. 35.00 feet along the track line of Cassel Road; thence along the track line of Cassel Road; the North 1/4 of Section 16, T. 20 N., R. 30 E., Seminole County, Florida; to the Point of Beginning; containing 599.20 Acres of Land.



LESSOR: F&B BUILDERS, INC. declares, in record, that this plat of the Village of Casselberry, Florida, and this plat of the Village of Casselberry, Florida, have been designated certain areas of the Village of Casselberry, Florida, as **COMMON AREA (Not Public)**, intended for the use of the property owners within this subdivision for their joint and several use and for ingress and egress and other related activities. The designated area is not dedicated hereby for use by the general public but is to be conveyed to a homeowners association for the common use and enjoyment of the property owners in the Village of Casselberry, Florida. The Village of Casselberry, Florida, through its as shown on the attached plat and hereby reserved the right to convey to a homeowners association the common use and enjoyment of the property owners in the Village of Casselberry, Florida.

15 foot and 125 foot segments, and all Common cable are electrically bonded and maintained reserved for the metal lath and plaster. Service of electrical, power, telephone, cable T.V. and irrigation utilities and drainage pipes in a location a strip of land 5 feet wide running along side lot lines from the rear lot line frontwards to the rear building line, are hereby reserved for the metal lath and plaster and service of electrical, power, telephone and cable T.V. utilities. A 75 foot wide strip of land running along all front lot lines is hereby reserved for water, sewer and drainage metal lath and maintenance. These are common easements.

Notwithstanding the above, the utility companies and the City of Westchester are hereby relieved of their duty of easement over and across tract of private streets for the construction, improvement and maintenance of utilities, equipment necessary for the construction, improvement and maintenance of utilities,

Tract "I" as shown on the attached plat is hereby dedicated to the City of Casselberry and shall be used for the construction of a well.

THE VILLAS OF CAROELLBERRY: PHASE ONE
DEDICATION
KNOW ALL MEN BY THESE PRESENTS, That the *CORPORATION*, named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the COOPERATION,
named below, being the owner in fee simple of the lands described in the
foregoing caption to this plan, hereby dedicateth said lands and plat for the
uses and purposes therein expressed and

IN WITNESS WHEREOF, has caused these presents to be signed to by
the named below and seal to be affixed hereto on August 13, 1982...

BY: M. C. Saldaña
 ATTEST: M. C. Saldaña

Signed and sealed in the presence of:
Margaret M. Patten

STATE OF FLA. COUNTY OF DADE
 THIS IS TO CERTIFY, That on _____

State and County aforesaid personally appeared MARLENE V. WATSON AKA
MARLENE A. WATSON, and personally assisted, being AKA MARLENE...

AS THE ABOVE NAMED CORPORATION, FORMED, WHOSE
THESE LAWS BE ELIGIBLE TO BE KNOWN TO BE THE INDIVIDUALS AND.

generally acknowledged the execution thereof to be. FREE SET
and deed on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set
my hand and seal on the above date.

NOTARY PUBLIC
My Commission Expires January 30, 1982

CERTIFICATE OF SURVEYOR

plat; that said plat is a correct representation of the lands therein described; and plotted; that permanent reference monuments have been placed on the plat; that the survey of the lands as shown in the foregoing plat is correct; and that the same are the lands of the State of Florida as shown thereon as required by Chapter 27, Florida statutes; and that said

Need to be careful of the City of Cambridge County
 of the State of New York. Date: July 16, 1988
 Registration No. 7347

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plan and find that it complies in form with all the requirements of Chapter 177, Florida Statutes.

Statutes and was filed for record on Sept. 3, 1948 3:30 PM
File No. 64421
Arthur K. Bernhardt

In and for SEMINOLE County, Florida
 Clerk of the Circuit Court

CERTIFICATE OF APPROVAL

By MUNICIPALITY

THIS IS TO CERTIFY, THAT ON SEPT. 4, 1920 the

CASSIDY BERRY CITY CONFIDENTIAL

BY: W. J. [Signature] W. J. [Signature] W. J. [Signature]
 ATTEST: Mary G. [Signature] W. J. [Signature]

CERTIFICATE OF APPROVAL
By: Engineer
Examined and Approved:

CERTIFICATE OF APPROVAL

Engineer _____ Date _____

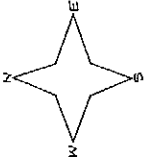
~~CERTIFICATE OF APPROVAL~~

By

THIS IS TO CERTIFY, That on the

..... approved the foregoing plan.

.....
.....
.....



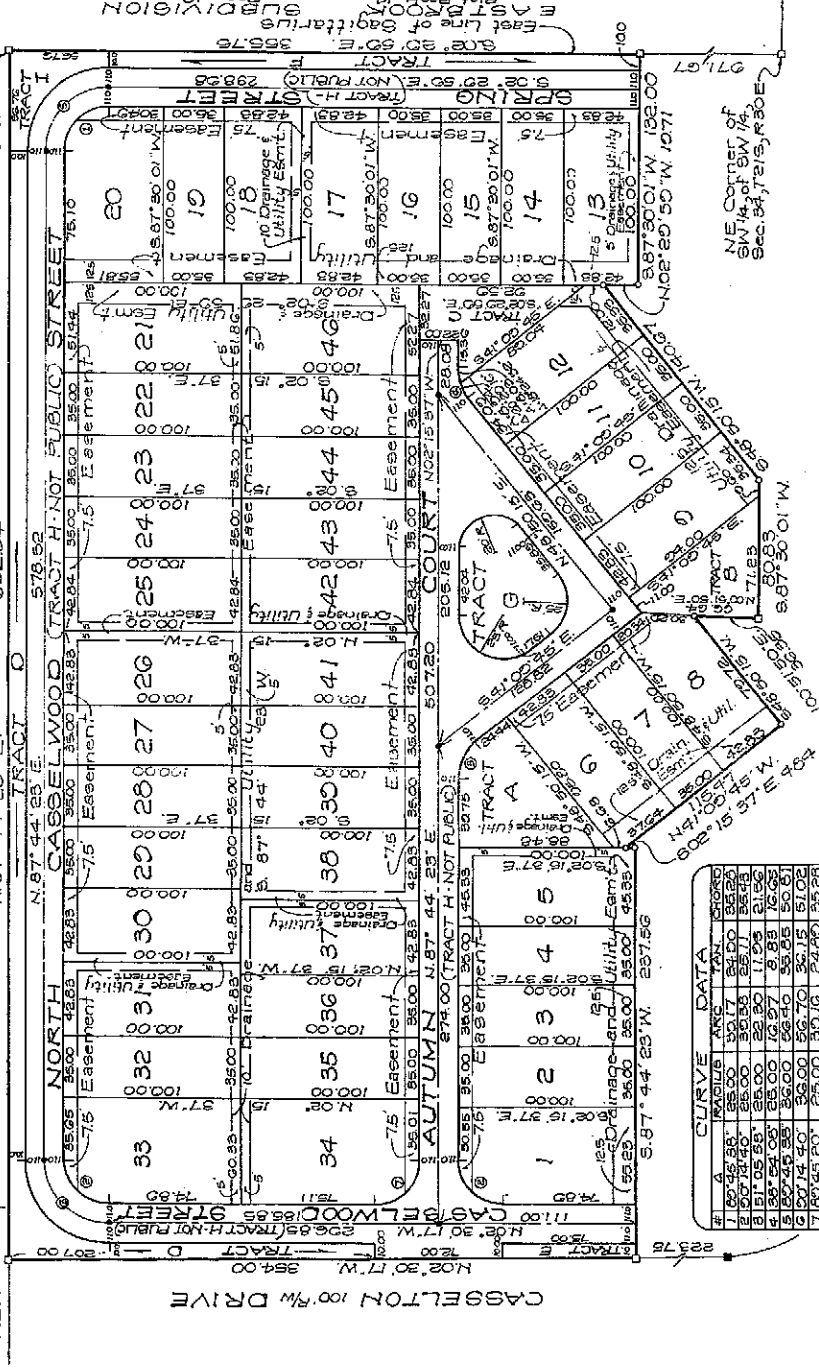
GRAPHIC SCALE 1"=40'
POINT OF BEGINNING
NE Corner of NW 1/4,
of SW 1/4, Sec. 34, T21S, R30E

The Villas of Casselberry Phase One

Section 34, Township 21 South, Range 30 East
City of Casselberry, Seminole County, Florida

- NOTES:
- 1) - Denotes Set Permanent Reference Monuments - Disc #2247.
 - 2) - Denotes Recovered Permanent Reference Monuments - Disc #1542.
 - 3) - Denotes Set Permanent Control Points - CAP #2247.
 - 4) - Denotes Permanent Control Points to be set prior to final acceptance of the improvement by the City of Casselberry.
 - 5) The Bearing system for this plat is the same as that of the Plat of Sagittarius.
 - 6) See Sheet 1 for Definitions of Easements and Common Areas.

WINDWARD
SQUARE
TRAIL
DRIVE
ISLAND
RUN



#	ARC	ANGLE	TAN	CHORD
1	00° 45' 36"	35.00	30.17	34.00
2	00° 45' 36"	35.00	30.17	34.00
3	00° 45' 36"	35.00	30.17	34.00
4	00° 45' 36"	35.00	30.17	34.00
5	00° 45' 36"	35.00	30.17	34.00
6	00° 45' 36"	35.00	30.17	34.00
7	00° 45' 36"	35.00	30.17	34.00
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10	00° 45' 36"	35.00	30.17	34.00
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12	00° 45' 36"	35.00	30.17	34.00
13	00° 45' 36"	35.00	30.17	34.00
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27	00° 45' 36"	35.00	30.17	34.00
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29	00° 45' 36"	35.00	30.17	34.00
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31	00° 45' 36"	35.00	30.17	34.00
32	00° 45' 36"	35.00	30.17	34.00
33	00° 45' 36"	35.00	30.17	34.00
34	00° 45' 36"	35.00	30.17	34.00

SAGITTARIUS
Plat Book 80 Pages 85, 86 & 87

SOUTHEASTERN SURVEYING and
MAPPING CORP.
585 Maitland Avenue
Altamonte Springs, Florida 32701

29/1/00

DECLARATION OF RESTRICTIONS COVERING SEMINOLE CO. FL.
THE VILLAS OF CASSELBERRY PHASES THREE AND FOUR
A SUBDIVISION OF SEMINOLE COUNTY, FLORIDA
ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK 42, PAGES 43, 44, 45, 46, 47, 48
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

RECORDED & VERIFIED

NOV - 7 AM 10:13

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

665125

RETURN TO: LINDA CAGLIARDI
95 TRIPLET LANE DRIVE
CASSELBERRY, FLORIDA 32707

DEFINITIONS:

1. DEVELOPER and GRANTOR collectively means and refers to LENNAR HOMES, INC., a Florida corporation.
2. OWNER or UNIT OWNER means the person, firm or corporation (one or more) to whom the Developer first conveys the land herein described, any part thereof and the Owner's heirs, executors, administrators, successors and assigns, and all persons, firms, or corporations claiming by, through or under such Owner. Wherever in this document the masculine gender is used, it shall be deemed to include the feminine or neuter and the singular shall include the plural, as the context may require.
3. SUBDIVISION means the land subdivided as shown on the Plat of THE VILLAS OF CASSELBERRY PHASE THREE AND PHASE FOUR, recorded in Plat Book 42, at Pages 43, 44, 45, 46, 47, 48 of the Public Records of Seminole County, Florida.
4. VILLA means a one-family dwelling unit attached to another dwelling unit by a common party fire wall or portion thereof.
5. GROUP or GROUPING means a single building dwelling structure containing four or more villa units.
6. ASSOCIATION means the Villas of Casselberry Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

RESTRICTIONS THAT APPLY TO THE VILLAS OF CASSELBERRY PHASES THREE AND FOUR, A SUBDIVISION OF SEMINOLE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 42 AT PAGES 43, 44, 45, 46, 47, 48 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, ARE AS FOLLOWS:

1. Land Use, Building Type, and Architectural Control:

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 for single family occupancy and not to exceed two stories in height and a private garage for two cars. All properties dedicated to and accepted by, a local public authority and all properties owned by a charitable non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created here except no land or improvements devoted to dwelling use shall be exempt from said assessments.

2. Dwelling Costs, Quality and Size:

No dwelling shall be permitted on any lot at a cost of less than \$7.00 per square foot, exclusive of porches, nor less than a top value of \$10,000.00 per house, based upon cost levels prevailing on the day these presents are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date on which these covenants are recorded at the minimum cost stated herein for the maximum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 750 square feet for a one story building.

3. Building Location:

No structure, except as originally erected by Subdivider, shall be located on any lot nearer than 27 feet to the front lot line. No structure shall be located nearer than 25 feet to any side street line. No structure shall be located nearer than 25 feet to the rear lot line, except Lots 91

through 95, 101 through 104 and 110 through 118 may have rear yards at a minimum of 19.5 feet to the rear lot line. A side yard of 7.5 feet shall be provided between the end of a group of Villas and an interior side lot line. For the purpose of this covenant, steps, wing walls, and eaves shall not be considered as part of the structure.

4. Lot Area and Width:

No dwelling shall be erected on any parcel other than within a lot as platted on the Plat of THE VILLAS OF CASSELBERRY PHASES THREE AND FOUR, recorded in Plat Book 42 at Pages 43, 44, 45, 46, 47, 48 of the Public Records of Seminole County, Florida. No lot shall be divided or resubdivided.

5. Easements:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction or flow of drainage channels in the easements. No obstructions, such as gates, fences, etc., which will prevent emergency access shall be erected in any easement strip for fire fighting access purposes. The easement area of each lot shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

6. Exterior Painting and Maintenance:

No change in the colors of the exterior painting shall be made unless all owners of the Villas in the Grouping unanimously agree to such color change. In the event an Owner of any lot in the properties shall fail to maintain the lot and the Villa situated thereon in a manner satisfactory to the City of Casselberry ("City") or the Board of Directors of the Association, the City, or the Association after approval by two-thirds (2/3) vote of its Board of Directors, shall have the right, through their respective agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the Villa and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the Association's assessment to which such Villa is subject, if repaired, maintained or restored by the Association; or, if repaired, maintained or restored by the City, the City may charge the Owner of said Villa for the cost of said repair, maintenance or restoration.

7. Party Walls:

a. Each wall which is built as a part of the original construction of the Villas within the Grouping and placed on the dividing line between the Villas shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

b. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

c. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

d. Notwithstanding any other provision of this Article, an Owner who, by this negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

e. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

2123 6966
BOOK PAGE
SEMINOLE COUNTY, FL.

f. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

g. As used herein, "Owner" or "Owners" shall mean the record owners of title to a Villa subject to these Restrictions.

8. Wells and Septic Tanks:

No individual wells will be permitted on any lot within this subdivision except for irrigation, swimming pools and air-conditioning and no individual septic tanks will be permitted on any lot within this subdivision. This restriction will be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each lot on which a completed building is located in said subdivision in accordance with the standard requirements as provided for by the Federal Housing Administration and the State Board of Health Regulations and the charge for said services, as set forth in the Rate Schedule in the Third Party Beneficiary Agreement placed of record, covering said utilities, is not in excess of the amounts provided for therein or as modified and changed in accordance with legal procedure in the future.

9. 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.

10. Temporary Structures and Use:

No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any lot at any time for a residence, workshop, office, storage room, either permanently or temporarily. No canvas, pipe, or other type of carport shall be placed between the sidewalk and the front building line on any lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential lots. No business, service, repair or maintenance for the general public shall be allowed on any lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this subdivision, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the houses built in this subdivision or any ancillary building, and all gas tanks, gas containers and gas cylinders shall be installed underground in any instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Architectural Control Committee.

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 on any lot.

12. Livestock or Poultry:

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

13. Visibility in Corner Lots:

Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the City of Casselberry.

SEMPLE CO. FL.

2123 0967

BOOK PAGE

14. Clotheslines:

No clotheslines shall be placed and no outdoor clothes drying shall be undertaken or permitted upon the properties; provided, however, that upon the written request to the Board by a majority of the owners of the Association, the Board may, in its sole discretion, permit on a revocable basis the locating of collapsible, retractable or umbrella type clotheslines or other equipment in the "back patio" of the particular villa whose owner(s) have made such request.

15. Barbecues:

Barbecues may be located or permitted upon the back patio of a villa and upon such portions of the open areas as are, from time to time, designated by the Association; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

16. Commercial and Recreational Vehicles:

No truck, boat, boat trailer, trailer, motorcycle, recreational vehicle camper or van of any kind shall be parked at any time on the properties unless it is a commercial vehicle in the process of being loaded or unloaded or unless such commercial vehicle is used by an owner, his family members, guests, invitees or lessees as part of his normal course of business or as a regular means of transportation of his family; and provided further that no vehicle which exceeds the dimensions of the garage of a villa shall be permitted to be parked overnight on the properties. Notwithstanding the prior provision to the contrary, the Board may, in its sole discretion designate portions of the open areas for the parking of oversized commercial or recreational vehicles, trailers, campers, vans or boats.

17. Standing Cycles or Other Items:

No bicycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or be permitted to stand for any period of time on a roadway or other part of the properties except in the garages of each villa and except in accordance with the rules and regulations promulgated from time to time by the Board.

18. Antenna and Aerials:

No radio or television antennas or any wiring for any purpose on the exterior or interior of a villa and/or villa building shall be erected without the prior written consent of the Board of Directors of the Association, except if installed by Developer. The approval of the Board of Directors of the Association for any of the above in one instance shall not affect the authority of the Board of Directors to withhold its approval in any other instance whatsoever.

19. Litter and Garbage Collection:

No articles of personal property shall be hung or shaken from the doors or windows of any villa and no owner shall sweep or throw from his villa any dirt or other materials or litter in any way. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any part of the properties except in closed containers, dumpsters or other sanitary garbage collection facilities, and proper-sized, closed plastic bags shall be placed for pickup in accordance with any rules and regulations promulgated by the Board. Garbage that is placed for pickup shall be located near the roadways contiguous to the villa but shall not be left outside for a period in excess of 24 hours and shall be subject to such additional rules and regulations as the Board may from time to time promulgate.

20. Personal Property:

No articles of personal property of owners shall be placed on the Lot or the properties unless such articles are being used by owners in accordance with the terms and provisions of this Declaration and any rules and regulations promulgated from time to time by the Board.

2123 0968
BOOK PAGE
SEAL

21. Notices:

No sign, advertisement, notice, lettering, or descriptive design shall be posted, displayed, inscribed or affixed to the exterior of a villa. No "For Sale" or similar signs or notices of any kind shall be displayed or placed upon any part of a Lot by owners other than Developer without the prior written approval for same from the Board, and, until such time as Developer notifies the Association to the contrary, from Developer as well. Any sign approved by the Board of display shall be no larger than four square feet. Developer may display any sign which it deems, in its sole discretion, is necessary.

22. Removal of Sod and Shrubbery; Additional Planting.

No sod, topsoil, trees or shrubbery shall be removed from the properties, no change in the elevation of such areas shall be made and no change in the condition of the soil or the level of the land of such areas shall be made which results in any permanent change in the flow and drainage of surface water which the Board, in its sole discretion, considers detrimental; provided, however, that owners may place additional plants or trees upon their respective lots. In the event an owner places any additional plants or trees on either the front or back of his Lot, the Association shall not be responsible to maintain said plants or trees, and such unit owner shall thereby assume responsibility for maintenance of said plants or trees.

23. Increase in Insurance Rates:

No owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the properties.

24. Awnings and Shutters:

No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a cluster building unless such awnings, canopies or shutters have been approved by the Board or the Architectural Control Committee, which appearance may be based on the aesthetic appearance of the properties.

25. Utility Addition:

No additional utility system, including without limitation, water, sewage, electrical, air conditioning and heating systems, lines, ducts, conduits, pipes, wires or fixtures, shall be added to service any villa without the prior written consent thereto by the Board and all of the owners within the block in which such villa is located, which consent shall not be unreasonably withheld if such addition complies with all applicable ordinances, requirements and regulations of governmental authorities and such additions cause no damage or impairment or additional costs and the use or aesthetic appearance of any of the properties or any part or parts thereof are not impaired.

26. Additions to Villas Fences:

No villa shall be enlarged by any addition thereto extending over any villa or extended into the air space above the roof of a villa or the planes thereof, including garages, porches, Florida rooms, or fences, without the prior written consent thereto from the Board or Architectural Control Committee. Consent of the Board or Architectural Control Committee to such additions shall be granted provided same are located within the Lot of the owner seeking such addition and provided same in the sole discretion of the Board of Architectural Control Committee do not damage or impair the aesthetic appearance of the properties.

27. Improvements:

No Owner shall make any additions, improvements or alterations to or remove any of the common structural elements, the exteriors of the villas or any part or parts thereof, including without limitation the painting, staining or varnishing of the exteriors of the villas without the prior written approval thereof by all of the owners within that block and the Board or Architectural Control Committee, which approval may be withheld in the sole

2123 0960
BOOK PAGE

and absolute discretion of each of the owners within such block and the Board. Notwithstanding the foregoing, if all of the owners in a block do not approve of the painting, staining or varnishing but approval of seventy-five percent (75%) of such owners (on the basis of one vote per phase) is obtained, then the Board may determine, in its sole discretion, whether or not the painting, staining or varnishing should take place. In all cases where painting, staining or varnishing of the exterior of the villas is to take place, it shall be the responsibility of the Association to authorize or appoint a contractor to perform such work.

28. Fire Sprinkler System:

Each Villa will be equipped with a fire sprinkler system which is to be maintained by the Association at the cost of each Unit Owner. The cost of maintaining the fire sprinkler system will be charged to each Villa by adding said cost to the maintenance assessment charged to each Villa by the Association. Until such time as a Villa is conveyed by the Grantor to a Unit Owner, the Grantor will maintain the fire sprinkler system at its own cost and expense.

29. Casualties:

In the event that a villa or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the open areas are damaged or destroyed by casualty or otherwise, the owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association or "Insurance Trustee" as hereinafter provided) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.

30. Reconstruction:

Any repair, rebuilding, or reconstruction on account of casualty or other damage to any villa or open areas or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board and all of the owners who contribute towards the payment of maintenance expenses thereof. Any repair, rebuilding, or reconstruction on account of casualty or other damage to any villa or any part or parts thereof shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board and the owner of such villa.

31. Restrictions Uniform:

These restrictions are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Subdivider may execute and deliver conveying land in this Subdivision whether or not specific mention of the restrictions is made in such deeds or other instruments of conveyance. The owner or occupant of each and every lot or parcel of land in the Subdivision, by acceptance of title thereto or by taking of land in the Subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators, successors, and assigns, that he will comply with and abide by each of the restrictions contained in this Declaration of Restrictions and that he will exert his best efforts to keep and maintain the land in this Subdivision as an area of high standard.

32. Remedies for Violations:

In the event of violation or breach of any of these restrictions by any persons, the lot owners or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restrictions, or condition contained in the Declaration of Restrictions, however long contained, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any court of any one of the restrictions in this Declaration of Restrictions contained, shall in no way affect the other restrictions, but they shall remain in full force and effect.

33. Terms:

These covenants are to run with the land and shall be binding upon the undersigned and all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration of Restrictions may be amended during the first 20-year period by an instrument signed by not less than seventy-five percent (75%) of the then Unit Owners, and thereafter, by an instrument signed by not less than fifty percent (50%) of the then Unit Owners. Any instrument amending said Declaration must be recorded in the Public Records of Seminole County, Florida. These covenants are not applicable to any area designated as "Tract", or otherwise indicated on the Plat as something other than a lot in a block. These covenants shall automatically cease to be applicable to any land hereafter replatted or as to which the above described Plat is vacated.

34. HUD or Veterans Administration Approval:

As long as there is a Class B membership as defined in the Declaration to which these Restrictions are attached, amendments or additions to these Restrictions shall require the prior approval of HUD or the Veterans Administration.

35. Conflicts.

Where a conflict exists between this Declaration of Restrictions and the Code of the City of Casselberry, Florida, the requirements of the Code of the City of Casselberry shall prevail for enforcement purposes.

IN WITNESS WHEREOF, Lennar Homes, Inc., a Florida corporation, by its duly authorized officers, executed this Declaration of Restrictions covering THE VILLAS OF CASSELBERRY PHASES THREE AND FOUR, a subdivision of Seminole County, Florida, according to the Plat thereof, as recorded in Plat Book 42 at Pages 43, 44, 45, of the Public Records of Seminole County, Florida, 8th day of September, 1989.

LENNAR HOMES, INC.

By: M. E. Saleda

Vice President

Attest: Kathleen E. Sierra

Assistant Secretary

STATE OF FLORIDA
COUNTY OF DADE

The foregoing was acknowledged before me this 8th day of September, 1989, by M. E. Saleda and Kathleen E. Sierra, Vice President and Assistant Secretary, respectively, of Lennar Homes, Inc., a Florida corporation, on behalf of the Corporation.

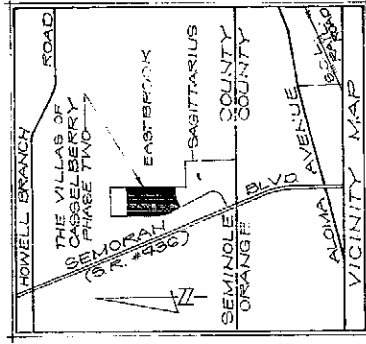
Just S. English
Notary Public, State of Florida
My Commission Expires
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 10, 1992
BONDED THRU GENERAL INS. CO.

The Villas of Casselberry Phase Two

Section 34, Township 21 South, Range 30 East
City of Casselberry, Seminole County, Florida

SHEET 1 OF 3

LEGAL DESCRIPTION
Part of Sagittarius, as recorded in Plat Book 20, Pages 85, 86 and 87 in the Public Records of Seminole County, Florida, is described as follows: From the Northeast Corner of the NW 1/4 of the SW 1/4 of Section 34, T21S, R30E, run S 08° 20' 50" E, 95.75 feet along the East line of said Sagittarius to the Point of Beginning; thence run along said East line of Sagittarius 902' 20' 50" E, 87.44 feet; thence run S 87° 30' 01" W, 175.59 feet; thence run S 66° 05' 55" W, 232.00 feet to a point on the East line of Casselberry Drive; thence run along said East line N 23° 54' 25" W, 681.46 feet; thence run 1002.5 feet along the arc of a curve to the right having a radius of 2064.6 feet; and a central angle of 21° 24' 08"; thence continuing along the East line of Casselberry Drive N 02° 30' 17" W, 223.75 feet to the South line of The Villas of Casselberry Phase One as recorded in Plat Book 24, Pages 54 and 55, Seminole County, Florida; thence leaving said East line of Casselberry Drive and continuing along said South line of The Villas of Casselberry Phase One, run N 87° 44' 25" E, 237.56 feet; thence run N 02° 15' 37" W, 4.84 feet; thence run S 41° 00' 45" E, 115.47 feet; thence run N 48° 50' 15" E, 70.72 feet; thence run S 00° 51' 50" W, 36.95 feet; thence run N 87° 30' 01" E, 80.83 feet; thence run N 48° 50' 15" E, 140.87 feet; thence run S 02° 20' 50" E, 107.1 feet; thence run N 87° 30' 01" E, 132.00 feet to the Point of Beginning; Containing 12.623 Acres of land.



DEDICATION OF COMMON AREAS
F&K BUILDERS, INC., declarant, in recording this plat of The Villas of Casselberry Phase Two has designated certain areas of land shown as "Tract U," Not Public, as Common Areas, within this subdivision for their own private use and for the use of the property owners and other related activities. The design of these areas is not dedicated hereby for use by the general public but is to be conveyed to a Homeowners' Association for the common use and enjoyment of the property owners in The Villas of Casselberry, Phase Two.
Tracts U through T as shown on the attached plat are hereby reserved to the declaration; its successors, and assigns and are to be conveyed to a Homeowners' Association.

DEDICATION OF EASEMENTS
All Easements and all Common Areas as dedicated on this plat are hereby reserved to the declaration and maintenance of electric power, telephone, cable TV, and additional utilities and drainage areas, in addition a strip of land 5 feet wide running along side lot lines from the rear lot line back towards the rear building line, are hereby reserved for the installation and maintenance of electrical power, telephone and cable TV utilities. A 75 foot wide strip of land running along all front lot lines is hereby reserved for water, sewer and drain pipe installation and maintenance. These are permanent easements.
In addition all utility companies and the City of Casselberry have hereby reserved an easement overlaid across Tract U (Private Streets) for the movement of equipment necessary for the construction, improvement and maintenance of Utilities.

SOUTHEASTERN SURVEYING
AND MAPPING CORP.
585 MAITLAND AVENUE
ALTA MONTE SPRINGS, FLORIDA 32701
TEL. 884-3007

PLAT BOOK 25
AND PAGE 19

THE VILLAGES OF CASSELBERRY PHASE TWO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the CORPORATION, named below, being the owner in fee simple of the lands described in the foregoing section to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and

IN WITNESS WHEREOF, he caused these presents to be signed to by the named below and seal to be affixed hereto on January 19, 1981.

F&K BUILDERS, INC.

By: [Signature]

Attorney in Fact

Signed and sealed in the presence of:

[Signature] WITNESS

[Signature] WITNESS

STATE OF FLORIDA COUNTY OF DADE

THIS IS TO CERTIFY, That on January 19, 1981

before me, an officer duly authorized to take acknowledgments in the

State and County aforesaid personally appeared Mortimer, Mark, and

and M.E. Galabada, respectively, of said Casselberry, and

Vicinity of the above named City of Casselberry, who

under the laws

of Florida, to me known to be the individual persons

affirmatively described in and who executed the foregoing dedication and

severally acknowledged the execution thereof to be their act

and deed on January 19, 1981 at Casselberry, Florida

IN WITNESS WHEREOF, I have hereunto set

my hand and seal on the above date.

[Signature]

NOTARY PUBLIC FOR FLORIDA

My Commission Expires 6/15/82

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned being a licensed and registered land surveyor, does hereby certify that on NOV 10, 1980, he completed the survey of the lands as shown on the foregoing plat; that said plat is a correct representation of the land as so described and stated; that permanent reference monuments have been placed as shown thereon as required by Chapter 327, Florida Statutes, and that said land is located in Section 34, Township 21 South, Range 30 East, and is located in Seminole County, Florida.

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 327, Florida Statutes and was filed for record on January 19, 1981 at 5:30 PM.
File No. 13013
[Signature]
Clerk of the Circuit Court
In and for Seminole County, Florida.

CERTIFICATE OF APPROVAL

By MUNICIPALITY
THIS IS TO CERTIFY, That on February 25, 1981, the
Casselberry, City of Seminole
County, Florida, approved the foregoing plat.
By: [Signature]
Attest: [Signature]
City Clerk

CERTIFICATE OF APPROVAL

By: [Signature] Engineer
Examined and Approved: [Signature] Date
CERTIFICATE OF APPROVAL
By: [Signature]
THIS IS TO CERTIFY, That on [Signature] the
approved the foregoing plat.
By: [Signature]
Attest: [Signature]

The Villas of Casselberry Phase Two

Section 34, Township 21 South, Range 30 East
City of Casselberry, Seminole County, Florida

PLAT BOOK 25
AND PAGE 20

SHEET 2 OF 3

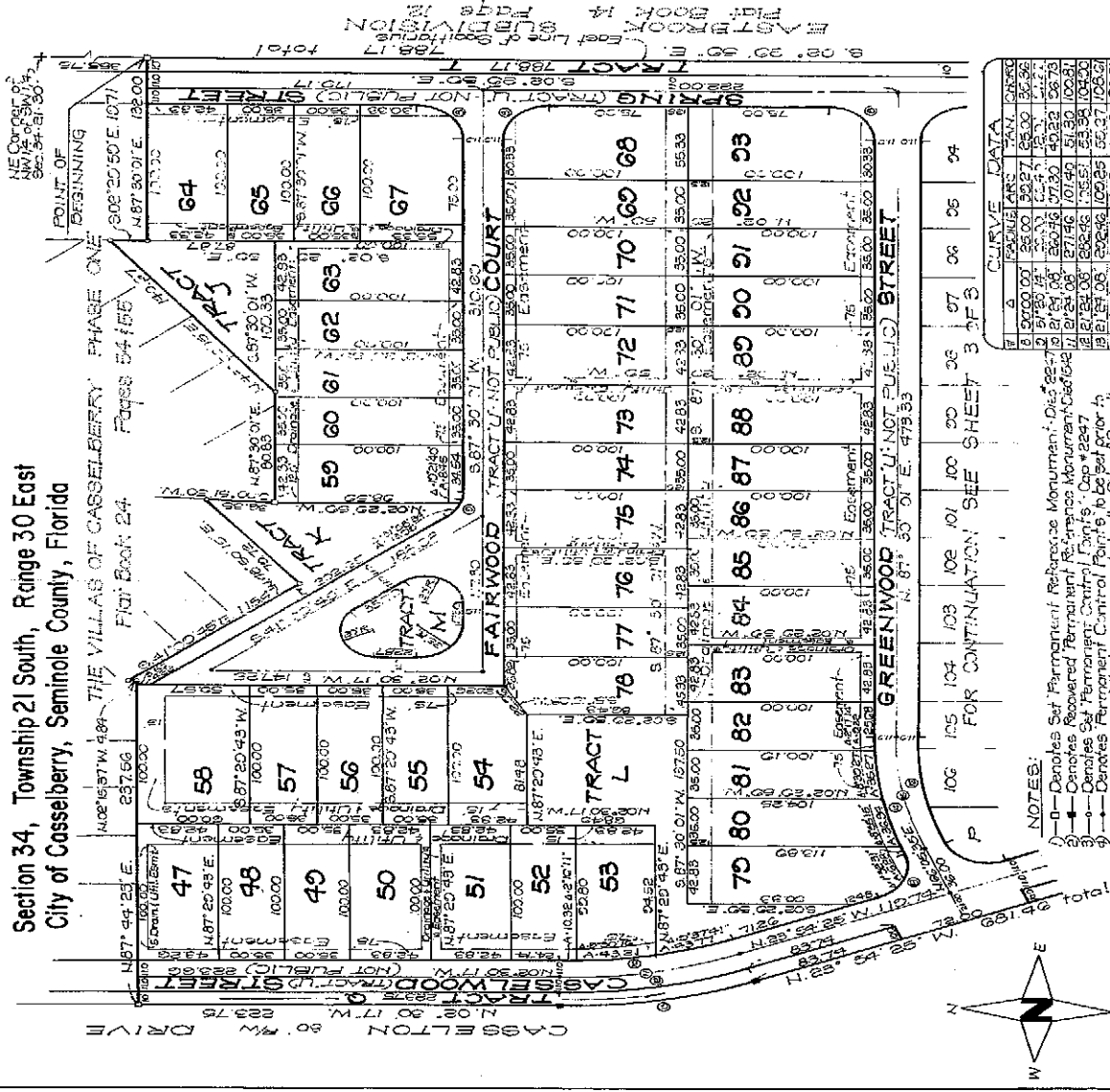
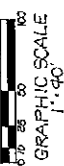


TABLE OF CURVE DATA

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90	100.00	100.00	100.00
91	100.00	100.00	100.00
92	100.00	100.00	100.00
93	100.00	100.00	100.00

- NOTES:
- 1) Denotes Set Permanent Reference Monument - Dis 2247
 - 2) Denotes Recovered Permanent Reference Monument - Dis 2247
 - 3) Denotes Set Permanent Control Points - Dis 2247
 - 4) Denotes Permanent Control Points to be set prior to final acceptance of the improvements by the City of Casselberry.
 - 5) The Easement System for this plat is the same as that of the Plat of Subdivision.
 - 6) See Sheet 1 of 3 for Definitions of Easements and Common Areas.

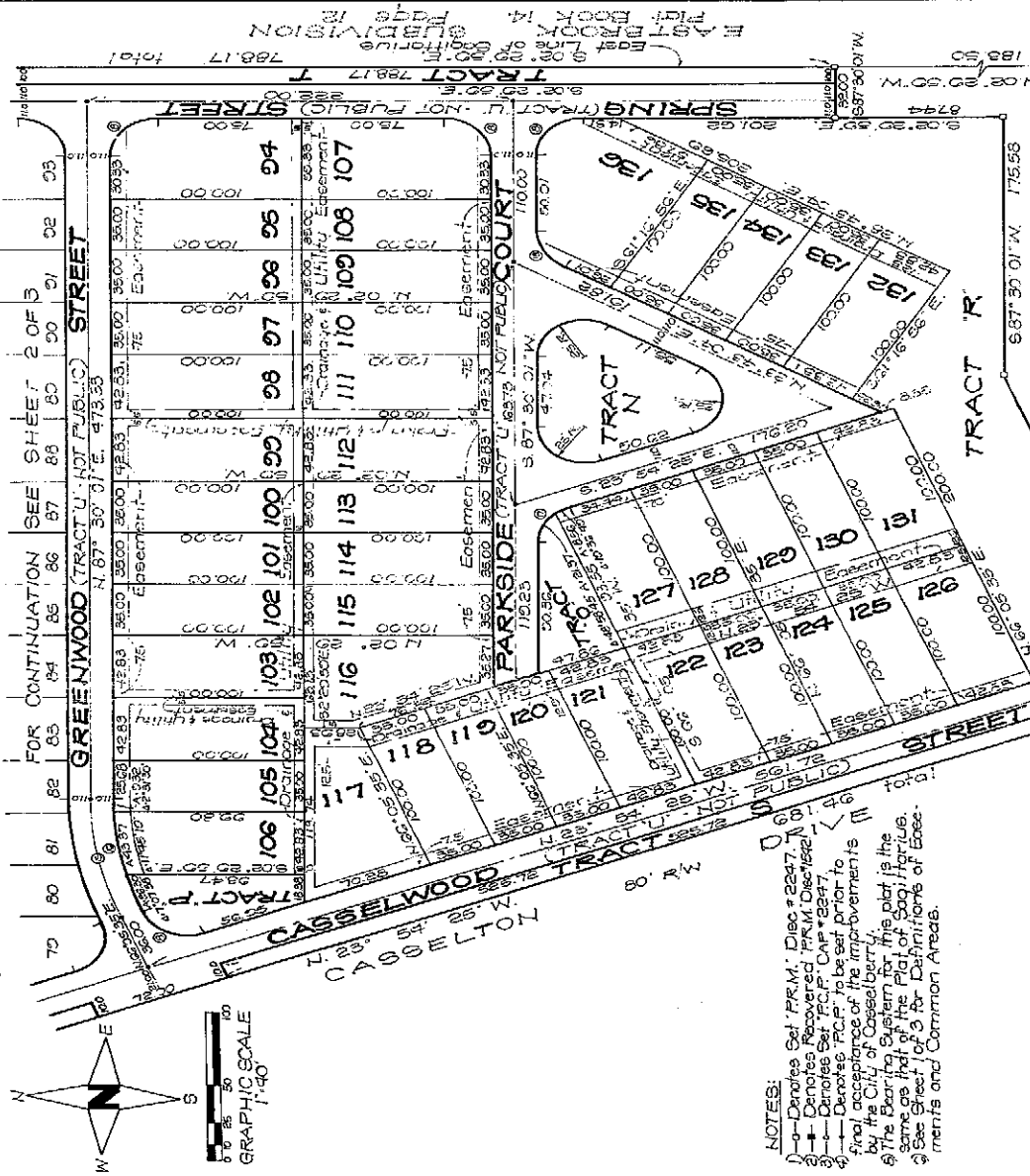


The Villas of Casselberry Phase Two

Section 34, Township 21 South, Range 30 East
City of Casselberry, Seminole County, Florida

PLAT BOOK 25
AND PAGE 21

SHEET 3 OF 3



CURVE DATA			
STATION	RADIUS	ARC	CHORD
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18	20.00	25.00	10.00
19	20.00	25.00	10.00
20	20.00	25.00	10.00

NOTES:
1 - Denotes Set 'REM' Disc #2247
2 - Denotes Reserved 'REM' Disc #2247
3 - Denotes Set 'REM' Disc #2247
4 - Denotes Set 'REM' Disc #2247
5 - Denotes Set 'REM' Disc #2247
6 - Denotes Set 'REM' Disc #2247
7 - Denotes Set 'REM' Disc #2247
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SOUTHEASTERN SURVEYING
AND MAPPING, INC.
2001 LAKE AVE. N.E.
ALBUQUERQUE, N.M. 87105

1347 0163

AMENDMENT TO DECLARATION

SEMINOLE CO. FL.

THIS AMENDMENT TO DECLARATION, made this 29 day of May 1981, by F & R BUILDERS, INC, a Florida corporation, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, the Developer is the owner of certain property situated in Seminole County, Florida, described as follows:

ALL OF THE VILLAS OF CASSELBERRY PHASE TWO, according to the Plat thereof, as recorded in Plat Book 25, at Page 19-21, of the Public Records of Seminole County, Florida; and

WHEREAS, the Developer executed a Declaration date and recorded November 13, 1980, under Clerk's File No. 076604 in Official Records Book 1306 at Page 0438, of the Public Records of Seminole County, Florida, which restricts certain property known as THE VILLAS OF CASSELBERRY PHASE, ONE, according to the Plat thereof, as recorded in Plat Book 24, Page 54 of the public Records of Seminole County, Florida, which contains 46 lots.

provides for certain membership property rights and voting rights in a homeowners' association, a covenant for maintenance, a covenant for assessments and other matters; and

WHEREAS, Article VI, Section 1 of said Declaration provides for annexation of additional lands as follows:

Section 1. Annexation and Development. At the present time the Developer plans to annex additional property which is legally described in Exhibit "A" attached to the General Plan of Development for THE VILLAS OF CASSELBERRY, which is attached to this Declaration as Exhibit A and by this reference made a part hereof. The Developer plans to develop said additional property in two (2) to four (4) phases with Phase 2 containing approximately 90 lots. It is anticipated that the owners of a total of 276 lots will belong to THE VILLAS OF CASSELBERRY HOMEOWNERS ASSOCIATION, INC.; a sketch of this general plan is attached as Exhibit B to the General Plan of Development which is attached to the Declaration as Exhibit A and by this reference made a part hereof. These additional properties may be annexed by the Developer in whole or in part without the consent of members within five years of the date of this instrument, provided that the Veterans Administration determines that the annexation is in accordance with the General Plan heretofore approved by the Veterans Administration. The proposed annexations, if they are made, will subject the lots in the annexed property to assessment for their just share of Association expenses and costs.

WHEREAS, THE VILLAS OF CASSELBERRY PHASE TWO, is within the area described in Exhibit "A" to the Declaration and is in substantial accord with the general plan attached to the Declaration; and

WHEREAS, the Developer desires to annex THE VILLAS OF CASSELBERRY PHASE TWO, to the property previously restricted by the Declaration; and

27x2
©

017490

NOW, THEREFORE, Developer does hereby declare the following:

1. The lands known as THE VILLAS OF CASSELBERRY PHASE TWO, according to the Plat thereof, as recorded in Plat Book 25, at Page 19-21, of the Public Records of Seminole County, Florida, are hereby submitted, annexed and added to the property previously made subject to the above-described Declaration and shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in said Declaration, which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part hereto, their heirs, successors and assigns and shall inure to the benefit of each owner thereof as though originally submitted thereto.

2. Article I, Section 4, of the Declaration is hereby amended such that the Common Areas to be owned by THE VILLAS OF CASSELBERRY ASSOCIATION, INC., at the time of conveyance of the first lot of THE VILLAS OF CASSELBERRY PHASE TWO, shall include the following:

Tracts J through the U inclusive, THE VILLAS OF CASSELBERRY PHASE TWO, according to the Plat thereof, as recorded in Plat Book 25 at Page 19-21, of the Public Records of Seminole County, Florida.

3. Article I, Section 6, of the Declaration is hereby amended such that the Screen Walls to be owned by THE VILLAS OF CASSELBERRY ASSOCIATION, INC., at the time of conveyance of the first lot of THE VILLAS OF CASSELBERRY PHASE TWO, shall include the following:

Tract Q of THE VILLAS OF CASSELBERRY PHASE TWO, according to the Plat thereof, as recorded in Plat Book 25, at Page 19-21 of the Public Records of Seminole County, Florida.

4. Article I, Section 7, of the Declaration is hereby amended such that Lot shall specifically include, the following:

Lots 47 Through 136, inclusive

ALL IN THE VILLAS OF CASSELBERRY, PHASE TWO, according to the Plat thereof, as recorded in Plat Book 25, at Page 19-21, of the Public Records of Seminole County, Florida.

EXECUTED this 29th day of May, 1981.

F & R BUILDERS, INC.

By: M. E. SALEDA, Vice

Attest: M. J. WATSKY (SEAL)
MORRIS J. WATSKY, Asst. Secretary

1347 0165

SEMINOLE CO. FL.

STATE OF FLORIDA)
COUNTY OF DADE) SS:
)

The foregoing instrument was acknowledged before me
this 19 day of MAY, 1981, By M.E. SALEDA AND MORRIS J.
WATSKY, Vice-President and Assistant Secretary, respectively
of F & R BUILDERS, INC., a Florida corporation, on behalf of
the corporation.

Oliver P. Lombard (Seal)
Notary Public, State of
Florida



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 20, 1983
\$0.00 PER GENERAL INFO. COUNCIL/NOTES

LAT 42
BOOK PAGE 43

VICINITY MAP (U.S.G.S.)

Highway 430, Highway 5, Highway 101, Highway 10

Site location marked near Highway 430 and Highway 5.

Orange County, California

North arrow pointing up.

**bowyer-
singleton &
associates**
INCORPORATED
240 W. Mississippi Avenue
Orlando, Florida 32804
(407) 643-9100

[illegible][illegible]

I HEREBY CERTIFY that this photo is a true and correct representation of the land area described hereon and that the same is in compliance with all the requirements of the Florida Statutes, and that this plat was set prior to the recording of this plat.

STATE OF FLORIDA

THIS 24TH DAY OF AUGUST

CERTIFICATE OF APPROVAL BY THE
CITY COUNCIL

THIS IS TO CERTIFY That on **OCTOBER 23, 1989**
a foregoing plan was approved by the City Council, City of
Cincinnati

100

CERTIFICATE OF CLERK OF CIRCUIT COURT

HERNDY CERTIFY: That I have examined the foregoing complaint and that it complies in form with all the requirements of Chapter 177, Statutes, and was filed for record on Nov 7 1882

10-10-68

777

MATCH LINE - SEE SHEET 3 OF 3



1. COUNTRIES: ITALY, WITH C/P NO. 344, ASK WILLIES OTHERWISE NOTED.
2. COUNTRIES: GERMANY, WITH C/P NO. 17, 2421.
3. COUNTRIES: P.O.P. WITH C/P NO. 17, 2421.
4. COUNTRIES: ITALY, WITH C/P NO. 344, ASK WILLIES OTHERWISE NOTED.
5. COUNTRIES: ITALY, WITH C/P NO. 344, ASK WILLIES OTHERWISE NOTED.
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12. COUNTRIES: ITALY, WITH C/P NO. 344, ASK WILLIES OTHERWISE NOTED.

**bowyer -
singleton &
associates**
INCORPORATED
380 S. MacArthur Avenue
Orlando, Florida 32801
(407) 841-9000

CURVE DATA

Wavelength (microns)	Transmittance (%)
0.5	100
0.55	100
0.6	20
0.65	40
0.7	60
0.75	70
0.8	75
0.85	78
0.9	80
0.95	80
1.0	80
1.1	80
1.2	80
1.3	80
1.4	80
1.5	80

29/1/00

DECLARATION OF RESTRICTIONS COVERING SEMINOLE CO. FL.
THE VILLAS OF CASSELBERRY PHASES THREE AND FOUR
A SUBDIVISION OF SEMINOLE COUNTY, FLORIDA
ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK 42, PAGES 43, 44, 45, 46, 47, 48
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

RECORDED & VERIFIED

13 NOV -7 AM 10:13

MARY JANE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

665125

TP: LINDA GARDNER
95 TRIOLET LANE DRIVE
CASSELBERRY, FLORIDA 32707

DEFINITIONS:

1. DEVELOPER and GRANTOR collectively means and refers to LENNAR HOMES, INC., a Florida corporation.
2. OWNER or UNIT OWNER means the person, firm or corporation (one or more) to whom the Developer first conveys the land herein described, any part thereof and the Owner's heirs, executors, administrators, successors and assigns, and all persons, firms, or corporations claiming by, through or under such Owner. Wherever in this document the masculine gender is used, it shall be deemed to include the feminine or neuter and the singular shall include the plural, as the context may require.
3. SUBDIVISION means the land subdivided as shown on the Plat of THE VILLAS OF CASSELBERRY PHASE THREE AND PHASE FOUR, recorded in Plat Book 42, at Pages 43, 44, 45, 46, 47, 48 of the Public Records of Seminole County, Florida.
4. VILLA means a one-family dwelling unit attached to another dwelling unit by a common party fire wall or portion thereof.
5. GROUP or GROUPING means a single building dwelling structure containing four or more villa units.
6. ASSOCIATION means the Villas of Casselberry Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

RESTRICTIONS THAT APPLY TO THE VILLAS OF CASSELBERRY PHASES THREE AND FOUR, A SUBDIVISION OF SEMINOLE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 42 AT PAGES 43, 44, 45, 46, 47, 48 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, ARE AS FOLLOWS: 46, 47, 48

1. Land Use, Building Type, and Architectural Control:

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 for single family occupancy and not to exceed two stories in height and a private garage for two cars. All properties dedicated to and accepted by, a local public authority and all properties owned by a charitable non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created here except no land or improvements devoted to dwelling use shall be exempt from said assessments.

2. Dwelling Costs, Quality and Size:

No dwelling shall be permitted on any lot at a cost of less than \$7.00 per square foot, exclusive of porches, nor less than a top value of \$10,000.00 per house, based upon cost levels prevailing on the day these presents are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date on which these covenants are recorded at the minimum cost stated herein for the maximum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 750 square feet for a one story building.

3. Building Location:

No structure, except as originally erected by Subdivider, shall be located on any lot nearer than 27 feet to the front lot line. No structure shall be located nearer than 25 feet to any side street line. No structure shall be located nearer than 25 feet to the rear lot line, except Lots 91

through 95, 101 through 104 and 110 through 118 may have rear yards at a minimum of 19.5 feet to the rear lot line. A side yard of 7.5 feet shall be provided between the end of a group of Villas and an interior side lot line. For the purpose of this covenant, steps, wing walls, and eaves shall not be considered as part of the structure.

4. Lot Area and Width:

No dwelling shall be erected on any parcel other than within a lot as platted on the Plat of THE VILLAS OF CASSELBERRY PHASES THREE AND FOUR, recorded in Plat Book 42 at Pages 43, 44, 45, 46, 47, 48 of the Public Records of Seminole County, Florida. No lot shall be divided or resubdivided.

5. Easements:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction or flow of drainage channels in the easements. No obstructions, such as gates, fences, etc., which will prevent emergency access shall be erected in any easement strip for fire fighting access purposes. The easement area of each lot shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

6. Exterior Painting and Maintenance:

No change in the colors of the exterior painting shall be made unless all owners of the Villas in the Grouping unanimously agree to such color change. In the event an Owner of any lot in the properties shall fail to maintain the lot and the Villa situated thereon in a manner satisfactory to the City of Casselberry ("City") or the Board of Directors of the Association, the City, or the Association after approval by two-thirds (2/3) vote of its Board of Directors, shall have the right, through their respective agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the Villa and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the Association's assessment to which such Villa is subject, if repaired, maintained or restored by the Association; or, if repaired, maintained or restored by the City, the City may charge the Owner of said Villa for the cost of said repair, maintenance or restoration.

7. Party Walls:

a. Each wall which is built as a part of the original construction of the Villas within the Grouping and placed on the dividing line between the Villas shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

b. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

c. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

d. Notwithstanding any other provision of this Article, an Owner who, by this negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

e. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

2123 0966
BOOK PAGE
SEMINOLE COUNTY, FLA.

f. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

g. As used herein, "Owner" or "Owners" shall mean the record owners of title to a Villa subject to these Restrictions.

8. Wells and Septic Tanks:

No individual wells will be permitted on any lot within this subdivision except for irrigation, swimming pools and air-conditioning and no individual septic tanks will be permitted on any lot within this subdivision. This restriction will be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each lot on which a completed building is located in said subdivision in accordance with the standard requirements as provided for by the Federal Housing Administration and the State Board of Health Regulations and the charge for said services, as set forth in the Rate Schedule in the Third Party Beneficiary Agreement placed of record, covering said utilities, is not in excess of the amounts provided for therein or as modified and changed in accordance with legal procedure in the future.

9. 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.

10. Temporary Structures and Use:

No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any lot at any time for a residence, workshop, office, storage room, either permanently or temporarily. No canvas, pipe, or other type of carport shall be placed between the sidewalk and the front building line on any lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential lots. No business, service, repair or maintenance for the general public shall be allowed on any lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this subdivision, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the houses built in this subdivision or any ancillary building, and all gas tanks, gas containers and gas cylinders shall be installed underground in any instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Architectural Control Committee.

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 on any lot.

12. Livestock or Poultry:

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

13. Visibility in Corner Lots:

Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the City of Casselberry.

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BOOK PAGE
SEATTLE CITY

14. Clotheslines:

No clotheslines shall be placed and no outdoor clothes drying shall be undertaken or permitted upon the properties; provided, however, that upon the written request to the Board by a majority of the owners of the Association, the Board may, in its sole discretion, permit on a revocable basis the locating of collapsible, retractable or umbrella type clotheslines or other equipment in the "back patio" of the particular villa whose owner(s) have made such request.

15. Barbecues:

Barbecues may be located or permitted upon the back patio of a villa and upon such portions of the open areas as are, from time to time, designated by the Association; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

16. Commercial and Recreational Vehicles:

No truck, boat, boat trailer, trailer, motorcycle, recreational vehicle camper or van of any kind shall be parked at any time on the properties unless it is a commercial vehicle in the process of being loaded or unloaded or unless such commercial vehicle is used by an owner, his family members, guests, invitees or lessees as part of his normal course of business or as a regular means of transportation of his family; and provided further that no vehicle which exceeds the dimensions of the garage of a villa shall be permitted to be parked overnight on the properties. Notwithstanding the prior provision to the contrary, the Board may, in its sole discretion designate portions of the open areas for the parking of oversized commercial or recreational vehicles, trailers, campers, vans or boats.

17. Standing Cycles or Other Items:

No bicycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or be permitted to stand for any period of time on a roadway or other part of the properties except in the garages of each villa and except in accordance with the rules and regulations promulgated from time to time by the Board.

18. Antenna and Aerials:

No radio or television antennas or any wiring for any purpose on the exterior or interior of a villa and/or villa building shall be erected without the prior written consent of the Board of Directors of the Association, except if installed by Developer. The approval of the Board of Directors of the Association for any of the above in one instance shall not affect the authority of the Board of Directors to withhold its approval in any other instance whatsoever.

19. Litter and Garbage Collection:

No articles of personal property shall be hung or shaken from the doors or windows of any villa and no owner shall sweep or throw from his villa any dirt or other materials or litter in any way. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any part of the properties except in closed containers, dumpsters or other sanitary garbage collection facilities, and proper-sized, closed plastic bags shall be placed for pickup in accordance with any rules and regulations promulgated by the Board. Garbage that is placed for pickup shall be located near the roadways contiguous to the villa but shall not be left outside for a period in excess of 24 hours and shall be subject to such additional rules and regulations as the Board may from time to time promulgate.

20. Personal Property:

No articles of personal property of owners shall be placed on the Lot or the properties unless such articles are being used by owners in accordance with the terms and provisions of this Declaration and any rules and regulations promulgated from time to time by the Board.

2123 0966
BOOK PAGE
SEMPLE, ED. FL.

21. Notices:

No sign, advertisement, notice, lettering, or descriptive design shall be posted, displayed, inscribed or affixed to the exterior of a villa. No "For Sale" or similar signs or notices of any kind shall be displayed or placed upon any part of a Lot by owners other than Developer without the prior written approval for same from the Board, and, until such time as Developer notifies the Association to the contrary, from Developer as well. Any sign approved by the Board of display shall be no larger than four square feet. Developer may display any sign which it deems, in its sole discretion, is necessary.

22. Removal of Sod and Shrubbery; Additional Planting.

No sod, topsoil, trees or shrubbery shall be removed from the properties, no change in the elevation of such areas shall be made and no change in the condition of the soil or the level of the land of such areas shall be made which results in any permanent change in the flow and drainage of surface water which the Board, in its sole discretion, considers detrimental; provided, however, that owners may place additional plants or trees upon their respective lots. In the event an owner places any additional plants or trees on either the front or back of his Lot, the Association shall not be responsible to maintain said plants or trees, and such unit owner shall thereby assume responsibility for maintenance of said plants or trees.

23. Increase in Insurance Rates:

No owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the properties.

24. Awnings and Shutters:

No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a cluster building unless such awnings, canopies or shutters have been approved by the Board or the Architectural Control Committee, which appearance may be based on the aesthetic appearance of the properties.

25. Utility Addition:

No additional utility system, including without limitation, water, sewage, electrical, air conditioning and heating systems, lines, ducts, conduits, pipes, wires or fixtures, shall be added to service any villa without the prior written consent thereto by the Board and all of the owners within the block in which such villa is located, which consent shall not be unreasonably withheld if such addition complies with all applicable ordinances, requirements and regulations of governmental authorities and such additions cause no damage or impairment or additional costs and the use or aesthetic appearance of any of the properties or any part or parts thereof are not impaired.

26. Additions to Villas Fences:

No villa shall be enlarged by any addition thereto extending over any villa or extended into the air space above the roof of a villa or the planes thereof, including garages, porches, Florida rooms, or fences, without the prior written consent thereto from the Board or Architectural Control Committee. Consent of the Board or Architectural Control Committee to such additions shall be granted provided same are located within the Lot of the owner seeking such addition and provided same in the sole discretion of the Board of Architectural Control Committee do not damage or impair the aesthetic appearance of the properties.

27. Improvements:

No Owner shall make any additions, improvements or alterations to or remove any of the common structural elements, the exteriors of the villas or any part or parts thereof, including without limitation the painting, staining or varnishing of the exteriors of the villas without the prior written approval thereof by all of the owners within that block and the Board or Architectural Control Committee, which approval may be withheld in the sole

BOOK PAGE
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SUNSHINE CO. FL.

and absolute discretion of each of the owners within such block and the Board. Notwithstanding the foregoing, if all of the owners in a block do not approve of the painting, staining or varnishing but approval of seventy-five percent (75%) of such owners (on the basis of one vote per phase) is obtained, then the Board may determine, in its sole discretion, whether or not the painting, staining or varnishing should take place. In all cases where painting, staining or varnishing of the exterior of the villas is to take place, it shall be the responsibility of the Association to authorize or appoint a contractor to perform such work.

28. Fire Sprinkler System:

Each Villa will be equipped with a fire sprinkler system which is to be maintained by the Association at the cost of each Unit Owner. The cost of maintaining the fire sprinkler system will be charged to each Villa by adding said cost to the maintenance assessment charged to each Villa by the Association. Until such time as a Villa is conveyed by the Grantor to a Unit Owner, the Grantor will maintain the fire sprinkler system at its own cost and expense.

29. Casualties:

In the event that a villa or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the open areas are damaged or destroyed by casualty or otherwise, the owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association or "Insurance Trustee" as hereinafter provided) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.

30. Reconstruction:

Any repair, rebuilding, or reconstruction on account of casualty or other damage to any villa or open areas or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board and all of the owners who contribute towards the payment of maintenance expenses thereof. Any repair, rebuilding, or reconstruction on account of casualty or other damage to any villa or any part or parts thereof shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board and the owner of such villa.

31. Restrictions Uniform:

These restrictions are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Subdivider may execute and deliver conveying land in this Subdivision whether or not specific mention of the restrictions is made in such deeds or other instruments of conveyance. The owner or occupant of each and every lot or parcel of land in the Subdivision, by acceptance of title thereto or by taking of land in the Subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators, successors, and assigns, that he will comply with and abide by each of the restrictions contained in this Declaration of Restrictions and that he will exert his best efforts to keep and maintain the land in this Subdivision as an area of high standard.

32. Remedies for Violations:

In the event of violation or breach of any of these restrictions by any persons, the lot owners or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restrictions, or condition contained in the Declaration of Restrictions, however long contained, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any court of any one of the restrictions in this Declaration of Restrictions contained, shall in no way affect the other restrictions, but they shall remain in full force and effect.

33. Terms:

These covenants are to run with the land and shall be binding upon the undersigned and all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration of Restrictions may be amended during the first 20-year period by an instrument signed by not less than seventy-five percent (75%) of the then Unit Owners, and thereafter, by an instrument signed by not less than fifty percent (50%) of the then Unit Owners. Any instrument amending said Declaration must be recorded in the Public Records of Seminole County, Florida. These covenants are not applicable to any area designated as "Tract", or otherwise indicated on the Plat as something other than a lot in a block. These covenants shall automatically cease to be applicable to any land hereafter replatted or as to which the above described Plat is vacated.

34. HUD or Veterans Administration Approval:

As long as there is a Class B membership as defined in the Declaration to which these Restrictions as are attached, amendments or additions to these Restrictions shall require the prior approval of HUD or the Veterans Administration.

35. Conflicts.

Where a conflict exists between this Declaration of Restrictions and the Code of the City of Casselberry, Florida, the requirements of the Code of the City of Casselberry shall prevail for enforcement purposes.

IN WITNESS WHEREOF, Lennar Homes, Inc., a Florida corporation, by its duly authorized officers, executed this Declaration of Restrictions covering THE VILLAS OF CASSELBERRY PHASES THREE AND FOUR, a subdivision of Seminole County, Florida, according to the Plat thereof, as recorded in Plat Book 42 at Pages 43, 44, 45, 46 of the Public Records of Seminole County, Florida, on the 8th day of September, 1989.

LENNAR HOMES, INC.

By: M. E. Saleda

Vice President

Attest: Kathleen E. Sierra

Assistant Secretary

STATE OF FLORIDA
COUNTY OF DADE

The foregoing was acknowledged before me this 8th day of September, 1989, by M. E. Saleda and Kathleen E. Sierra, Vice President and Assistant Secretary, respectively, of Lennar Homes, Inc., a Florida corporation, on behalf of the Corporation.

Janet S. English
Notary Public, State of Florida
My Commission Expires
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 30, 1992
BONDED THRU GENERAL INS. CO.

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PAGE 48

SECTION 34, TOWNSHIP 21 SOUTH, RANGE 30 EAST
CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA
REPLACING A PORTION OF SAGITTARIUS

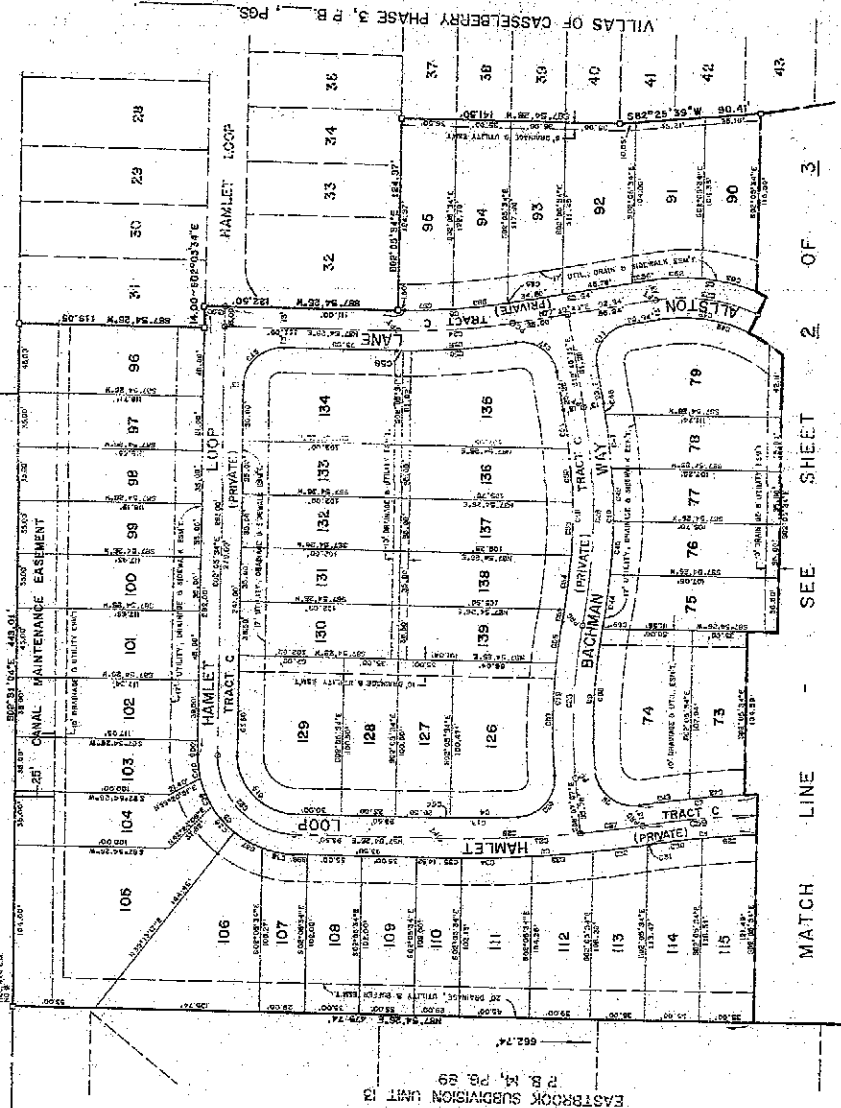
EASTBROOK SUBDIVISION UNIT 6

P. 9. 14, PG. 12

EASTBROOK

P.B. 14 . P.C. 25 .

P.B. 14 . P.C. 25 .



EASTBROOK SUBDIVISION UNIT 13

MATCH LINE

SECRET

CURVE DATA:

GRAPHIC SCALE IN FEET: 1" = 50'

1. 凡在本行开立存款账户的客户，均可向本行申请开立定期存款账户。
 2. 定期存款账户的开立，须由客户填写《定期存款开户申请书》，并提供有效身份证件。
 3. 本行定期存款账户分为整存整付、零存整付、存本付息、存本取息四种类型。
 4. 定期存款账户的期限分为三个月、六个月、九个月、十二个月、十八个月、二十四个月、三十六个月、四十八个月、六十个月、七十二个月、八十四个月、九十六个月、一百零八个月、一百二十个月。
 5. 定期存款账户的利率按中国人民银行规定的利率执行。
 6. 定期存款账户的利息按季结息，结息日为每季度末月的二十日。
 7. 定期存款账户的利息计入客户的定期存款账户。
 8. 定期存款账户的利息不计复利。
 9. 定期存款账户的利息不计罚息。
 10. 定期存款账户的利息不计滞纳金。
 11. 定期存款账户的利息不计违约金。
 12. 定期存款账户的利息不计其他费用。
 13. 定期存款账户的利息不计其他损失。
 14. 定期存款账户的利息不计其他风险。
 15. 定期存款账户的利息不计其他责任。
 16. 定期存款账户的利息不计其他义务。
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 198. 定期存款账户的利息不计

GENERAL NOTES:
1. Q DENTIST D.M. WITH CAP NO. 1451, BUSS COMPANY NOTES

1. DENOTES P.A.M. WITH CAP NO. 342. UNLESS OTHERWISE NOTED.
2. DENOTES P.C.P. WITH CAP NO. 343.

2. DENOTES CHANGE IN DIRECTION, NOT PERMANENTLY STABLE.

4. BEARING ARE BASED ON THE EAST LINE OF THE VILLAS OF

TWO, AS RECORDED IN PLAYBOOK 25, PAGES 15-21, PUBLIC-

SEMINOLE COUNTY, FLORIDA - BEINGS ROAD 20' E 50' E; (13.65' E)

5. N.A. -- GENOTES NON-RADIAL LOT-LINKS...
6. THERE' MAY BE ADDITIONAL DISCREPANCIES THAT COME NOT ONLY

6. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT NEAR PLAY THAT MAY BE FOUND TO THE PUBLIC RECORDS OF THIS OFFICE.

7. TRACT A IS FOR LANDSCAPING AND IS DEDICATED TO THE HOME PLANT MAY BE USED IN THE PUBLIC AREAS OF THE CITY.

7. **TRUST AS A FIDUCIARY** AND IS SUBMITTED TO THE HOME ASSOCIATION.

M. MONT B IS FOR LANDSCAPING AND IS DEDICATED TO THE HO

ASSOCIATION,
 1000 N. 10th St., Suite 100, Phoenix, AZ 85004

9. FACT C IS FOR PRIVATE-PROPERTY AND IS CONTRIBUTED TO THE ECONOMY.

(d). THERE IS A 17" UTILITY, DRAINAGE (A SIDEWALK EASEMENT) ADJOINING...

ALL TRACT C.

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	

Figure 1. The effect of the number of trials on the mean accuracy of the responses. The error bars represent the standard error of the mean.