

DECLARATION OF  
COVENANTS,  
CONDITIONS, AND  
RESTRICTIONS

THE COVE  
HOA OF SEMINOLE  
COUNTY, INC.

LAKE MARY, FL

161  
2050

MARYANNE MORSE  
CLERK OF CIRCUIT COURT

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SEMINOLE COUNTY, FL  
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1999 OCT 21 AM 10:15

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For Recording Purposes Only

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE COVE**

DATED: SEPTEMBER 22, 1999

BOOK  
3713 1779  
SEMINOLE CO., FL

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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE COVE**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (hereinafter, this "Declaration") is made and entered into this 22 day of September, 1999 by **REMARK DEVELOPMENT, INC.**, a Florida corporation (hereinafter referred to as "Developer") and **THE RYLAND GROUP, INC.**, a Maryland corporation (hereinafter referred to as "Ryland").

**W I T N E S S E T H:**

**WHEREAS**, Developer is the owner of certain property located in Seminole County, Florida, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof and Ryland is the owner of certain property located in Seminole County, Florida, as more particularly described in **Exhibit "B"** attached hereto and by this reference made a part hereof (hereinafter collectively referred to as the "Property" or the "Community"); and

**WHEREAS**, Developer has established a land use plan for the Community and desires to provide for the preservation of the values and amenities hereby established and as may be established for the Community hereafter committed to a land use plan and to this end does hereby subject the Community to use covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth; and

**WHEREAS**, Developer has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as **THE COVE HOMEOWNERS ASSOCIATION OF SEMINOLE COUNTY INC.** to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair, the enforcement of the covenants, restrictions, and easements contained herein and the collection and disbursement of the assessments and charges hereinafter provided.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, Developer and Ryland hereby declare that the Community shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

**ARTICLE I  
DEFINITIONS**

**Section 1.** "*Association*" shall mean and refer to the **THE COVE HOMEOWNERS ASSOCIATION OF SEMINOLE COUNTY, INC.**, a Florida corporation not-for-profit, its successors and assigns.

**Section 2.** *“Board”* shall mean and refer to the Board of Directors of the Association.

**Section 3.** *“Additional Land”* shall mean that certain real property described in Exhibit “C” attached hereto and such other lands which Developer, in its sole and absolute discretion, may add and subject to the terms of the Declaration as provided in Section 1 of Article VI of this Declaration or as may be annexed by the Association pursuant to Section 2 of Article VI of this Declaration.

**Section 4.** *“The Community”* shall mean and refer to that certain real property legally described in Exhibit “A” and Exhibit “B” attached hereto and made a part hereof, and the Additional Lands to the extent that it may be subjected to this Declaration by annexation.

**Section 5.** *“Common Area”* shall mean all real property (including improvements thereon) owned, or to be owned by the Association for the common use and enjoyment of the Owners, including private roadways with the Community. The initial property which the Association will hold title for the common use of all Owners is described in Exhibit “D” attached hereto and made a part hereof.

**Section 6.** *“Lot”* shall mean and refer to those parcels of land upon which exists or will exist a Home, regardless of whether such parcel(s) of land have been platted or are unplatted. All references herein to “Lots” shall include any Homes constructed on such Lots. The number of Lots in an unplatted area at any particular time shall be the number of Lots approved by Seminole County, Florida for that unplatted area at such time.

**Section 7.** *“County”* shall mean and refer to Seminole County, Florida.

**Section 8.** *“Developer Order”* shall mean that certain Developer Order dated September 17, 1998, as recorded in Official Records Book 3500, Page 80, of the Public Records of Seminole County, Florida, entered into between the County and the Developer, as amended from time to time.

**Section 9.** *“Builder”* shall mean a party who is in the business of purchasing Lots for the purpose of constructing a Home thereon for immediate resale, including but not limited to Ryland.

**Section 10.** *“Home”* shall mean a completely constructed detached single family home which is designated and intended for use and occupancy as a residence and which is subject to assessments under this Declaration or any Supplemental Declaration made by the Developer. Said term includes any interest in land, improvements and other property appurtenant to the Home.

**Section 11.** *“Developer”* shall mean and refer to Remark Development, Inc., a Florida corporation, its express successors and assigns.

**Section 12.** *“Institutional Mortgagee”* means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the

United States Government, mortgage banker, or any other lender generally recognized as an institutional type lender, or the Developer, holding a first mortgage on a Lot.

**Section 13.** “*Common Expenses*” or “*General Common Expenses*” means all expenses of any kind or nature whatsoever incurred by the Association which affect or benefit the Community in general, including, but not limited to, the following:

(a) Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the Common Area or Conservation Areas or any other property to be maintained by the Association as provided in this Declaration, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations.

(b) Expenses of obtaining, repairing or replacing personal property in connection with any Common Area or the performance of the Association’s duties.

(c) Expenses incurred in connection with the administration and management of the Association.

(d) Expenses declared to be Common Expenses by the provisions of this Declaration, or by the Articles or By-Laws of the Association.

**Section 14.** “*Annexation*” shall mean and refer to the subjecting of real property to this Declaration by amendment in accordance with Article VI hereof.

**Section 15.** “*Public Areas*” shall mean and refer to all lands owned by the State of Florida, County, any city, district or municipality which, to the extent allowed by governmental authority, are to be maintained by the Association.

**Section 16.** “*Surface Water or Stormwater Management System*” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or re-use water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

**Section 17.** “*Plat*” shall mean and refer to the Plat of The Cove, as recorded in Plat Book 56 Page 40, Public Records of Seminole County, Florida, and such other plats of lands which may hereafter be annexed and made subject to this Declaration.

**Section 18.** “*Owner*” shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is situated in the Community; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to the Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.



**ARTICLE II**  
**PROPERTY RIGHTS**

**Section 1. Owner's Easements of Enjoyment.** Every Owner (including Developer) shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following:

- (a) All provisions of this Declaration, the plat or plats of the Community, and the Articles of Incorporation and By-Laws of the Association;
- (b) Rules and regulations adopted by the Association governing the use and enjoyment of the Common Area;
- (c) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility which may be situated upon the Common Areas;
- (d) The right of the Association to suspend the voting rights of any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.
- (e) The right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon in an instrument signed by two-thirds (2/3) of each class of members of the Association and said instrument has been recorded. In addition, so long as there is a Class B membership, such dedication, sale or transfer shall require the approval of HUD/VA.
- (f) The right of the Association to borrow money with the consent of two-thirds (2/3) of each class of members, and so long as there is a Class B membership, the approval of HUD/VA, to mortgage, pledge, deed in trust, or hypothecate all of its real and personal property as security for money borrowed or debts incurred.
- (g) The right of the Association to make additions, alterations or improvements to the Common Area, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however, that the approval of two-thirds (2/3) of the votes of the Owners shall be required for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total Assessments for Common Expenses payable by all of the Members, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' Assessments for Common Expenses payable by all of the Owners. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Area, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the Common Area, or the purchase of any personal property, shall be a Common Expense. In addition, so long as Developer owns any portion of the subject Property, Developer shall have the right to make any additions, alterations or improvements to the Common Area as may be desired by Developer in its sole discretion from time to time, at Developer's expense.

(h) Notwithstanding Subsections (e) and (f) above, so long as construction and initial sale of Lots by the Developer or Builder continues in the Community, the Association shall not mortgage or convey the Common Area.

(i) The right of the Association to grant utility easements across the Common Area.

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the appropriate By-Laws, his right of enjoyment to the Common Area, to the members of his family, his tenants or contract purchasers who reside in such Owner's Home.

**Section 3. Restrictions on Use of Common Area.** The Common Area, now and forever, shall be restricted hereby such that it shall be maintained as open space for the recreation, use and benefit of the Owners, including as and for easements and rights-of-way for the construction, operation and maintenance of utility services and drainage facilities and shall not be used for any commercial or industrial use except as herein described.

**Section 4. MSTU/MSBU.** Each Owner, by his acceptance of ownership of any interest in a Lot, agrees to be part of any municipal service taxing unit (MSTU) municipal service benefit unit or similar mechanism (sometimes referred to in this Declaration as "MSTU/MSBU") which may exist at the time of conveyance of said Lot. Each Owner, by acceptance of ownership of an interest in a Lot, consents and agrees to the formation of an MSTU/MSBU which includes all of the Lots, said MSTU/MSBU to be for the purpose of providing for the maintenance, landscaping improvement, construction or operation of water retention areas, street lighting, sidewalk, wall, landscaping, open space, conservation, or other areas, improvements or facilities, or any other service or benefit to or for the Community authorized under the terms of this Declaration or the MSTU/MSBU by the applicable governmental authority. Each Owner designates and appoints the Developer or the Association as his agent and attorney-in-fact with full power in his name, place and stead to execute such petitions or instruments as may be necessary to form such an MSTU/MSBU if necessary, and each Owner agrees to promptly join in such instruments or petitions as may be necessary to form such an MSTU/MSBU.

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2. Classes of Membership.** The Association shall have two (2) classes of voting membership:

(i) **CLASS A:** Class "A" Members shall be all Owners with the exception of the Developer and Builders and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such

persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(ii) CLASS B: Class "B" Member(s) shall be the Developer and Builders as defined in this Declaration, and they shall be entitled to six (6) votes for each Lot owned by them in the Community. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class "A" membership equals or exceeds the total votes outstanding in the Class "B" membership; or
- (b) Six year from the date of recording of this Declaration; or
- (c) Earlier than (a) or (b) above, at the option of Developer.

Upon the happening of any of these events, Developer shall call a special meeting of the Association to advise of the termination of Class "B" membership. From and after the happening of these events, whichever occurs earlier, the Class B members shall be deemed Class A member entitled to one (1) vote for each Lot in which they hold the interest required for membership.

**Section 3. Transition of Control.** Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as Developer holds for sale in the ordinary course of business at least 5% of the Lots in the Community. After Developer relinquishes control of the Association, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Owner.

**ARTICLE IV**  
**COVENANT FOR MAINTENANCE**

**Section 1. Association Responsibility.** The Association shall at all times maintain: (i) the Common Area, (ii) the grassed and landscaped area of the Public Areas within the Community or contiguous thereto, (iii) any entrance features constructed in the Public Areas or on Easements granted to the Association that run through the Community, and (iv) any easements granted to the Association.

**Section 2. Maintenance of 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 shall mean the exercise of practices which allows the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.



**Section 3. Irrigation.** An Owner of a Lot will be responsible for the irrigation and fertilization of his Lot.

**Section 4. Access.** For the purpose of performing the maintenance authorized by this Article and Article X hereof, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Lot(s) at reasonable hours on any day. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

## **ARTICLE V**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Developer, for each Lot owned by it within the Community, hereby covenants, and each Owner of any Lot, other than the Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments to be established and collected as hereinafter provided, (3) individual assessments, and (4) working capital contributions. Said assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made; provided, however, that no such assessment shall be a lien on the land until such lien is recorded in the Public Records of Seminole County, Florida. Each such assessment, together with costs and reasonable attorneys' fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Establishment of Assessments.** Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year. The Board shall then establish the Annual Assessment for each Lot and shall notify each Owner in writing of the amount, frequency, and due dates of the assessment for Common Expenses. From time to time during the fiscal year, the Board may modify the budget, and pursuant to the revised budget or otherwise, the Board may, upon written notice to the Owners, change the amount, frequency and/or due dates of the Annual Assessments. If the expenditure of funds for Common Expenses is required in addition to funds produced by Annual Assessments, the Board may make special assessments for Common Expenses, which shall be levied in the same manner as herein before provided for regular Annual Assessments, and shall be payable in the manner determined by the Board, as stated in the notice of any special assessments for Common Expenses. In the event any Annual Assessments are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any assessments for

Common Expenses be due less than ten (10) days from the date of the notification of such assessments.

Subject to Section 8 hereof, the Annual Assessments assessed against each Lot in the Community shall be equal.

**Section 3. Commencement of Assessments.** The Annual Assessment as to each Lot owned by an Owner, other than the Developer and Builders, shall commence on the first day of the full calendar month following conveyance of the Common Area set forth in Exhibit "D" hereto and of the first Lot; provided, however, that Developer may elect to defer the commencement of the annual assessments in which case the Developer and the Builders shall be obligated to pay all expense incurred by the Association during the period of deferment. Association expenses during any such deferment period shall be paid monthly by the Developer and the Builders on a prorata basis based on the total number of Lots within the Community owned by them during each such monthly deferment period.

**Section 4. Working Capital Contribution.** In addition to assessments for Common Expenses, the first Owner acquiring title from Developer to a Lot shall pay to the Association a contribution to a working capital fund of the Association in an amount of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00), which shall be in addition to the Owner's responsibility for assessments for Common Expenses. The working capital fund shall be used by the Association for start-up expenses or otherwise as the Association shall determine from time to time and need not be restricted or accumulated. Any such payment made by a Builder shall be reimbursed to the Builder by the end buyer of a Home from such Builder.

**Section 5. Purpose of Assessments.** The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Community, to perform the Association's duties and to exercise the powers conferred on it, to improve, operate, insure and maintain the Common Area, easements and Public Areas adjacent to the Community, as set forth in Article IV, and to pursue any other purpose deemed desirable or appropriate by the Board, including without limitation, any one or more of the following: (a) payment of Association operating expenses; (b) lighting, irrigation, maintenance, improvement and beautification of streets and easement areas, and acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Community; (c) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Area; (d) operation, maintenance, repair and improvement of the Common Area and easement areas benefiting the Association; (e) repayment of any deficits previously incurred by the Association; (f) funding of reserves for future Common Expense; (g) procurement and maintenance of insurance; (h) employment of accountants, attorneys and other professionals to represent or advise the Association; (i) operation, maintenance and repair of the Master Surface Water Management System in accordance with the terms of this Declaration and the requirements of the St. Johns River Water Management District permit; (j) monitoring and maintenance of the SJRWMD Conservation Easement as defined in Article XIV, Section 27, and Conservation Easement areas as required by the St. Johns River Water Management District Permit; and (k)

doing anything necessary or desirable in the judgment of the Board to keep the Community and any Additional Land neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners.

Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including, but not limited to, work within retention areas, drainage structures and drainage easements.

**Section 6. Effect on Developer and Builders.** Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Developer and Builders (or any of their affiliates) are the Owners of any Lot, the Developer and Builders shall each have the option, in their sole discretion, to (i) pay full annual assessments on the Lots owned by them, or (ii) not pay any annual assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses (exclusive of any reserves or management fees) not produced by annual assessments receivable from Owners other than Developer and Builders. The deficit to be paid under Option (ii) above shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees) and (b) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). The Developer and the Builders shall be bound to fund the deficit in the Association's operating expenses pursuant to Option (ii) above until such time as the Developer gives written notice to the Association that Option (i) above will be the method of fixing assessments against the Developer and Builder. So long as Option (ii) above applies, the payments, if any, to be made by the Developer and Builders to the Association, shall be paid by them on a prorata basis based on the total number of Lots within the Community owned by them as of the date of any invoice from the Association requiring such payment. When all Lots within the Community are sold and conveyed to end Buyers and no Lots are owned by the Developer, then the Developer shall not have any further liability of any kind to the Association for the payment of assessments, deficits or contributions.

**Section 7. Special Assessment for Capital Improvement.** In addition to the annual assessments and special assessments for Common Expenses authorized above, the Association, through a two-thirds (2/3) vote of its Board of Directors, may levy in any assessment year a special assessment against an Owner(s) to the exclusion of other Owners for the purpose of (i) defraying, in whole or in part, the cost of any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, if any, or (ii) the costs of work performed by the Association in accordance with Article X hereof. Any such Special Assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure proceedings and interest. Any Special Assessment levied hereunder shall be due and payable within the time specified by the Board of Directors in the action imposing such Assessment.

**Section 8. Annual Assessments.** The first Annual Assessment and Additional Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amounts of the Annual Assessment and Additional Annual



Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Failure to fix the amounts of the annual assessments within the time period set forth above would not preclude the Board of Directors from fixing the assessment at a later date. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may delegate to a mortgage company or financial institution responsibility for collection of assessments, but in no event shall an Institutional Mortgagee be required to collect assessments.

**Section 9. Effect of Non-Payment of Assessment: Remedies of the Association.** Any assessment not paid within thirty (30) days of the due date shall be subject to a late charge of ten (10%) percent of the assessment. Any assessment not paid within sixty (60) days of the due date shall, in addition to the late charge due if not paid within 30 days of the due date, bear interest from the due date at the highest rate allowable by law, per annum. The Association may, at its election, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and said first mortgage is in favor of an Institutional Mortgagee or secures an indebtedness which is amortized on monthly or quarter-annual payments over a period of not less than ten (10) years. The sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 11. Exempt Property.** The following property shall be exempt from the assessments, charges and liens created herein: (1) Common Area; (2) lands owned by Developer which lie outside of the Community; (3) lands dedicated to Seminole County or other governmental authority, any utility company or the public; and (4) Lots owned by Developer during the period of time that Developer subsidizes the Common Expenses of the Association pursuant to Section 6 of this Article, and (5) Lots owned by Builders during the period of time that the Builders subsidizes the Common Expenses of the Association pursuant to Section 6 of this Article. No other land or improvements in the Community shall be exempt from these assessments, charges or liens. No Owner may avoid assessment obligations by virtue of non-use or abandonment of the Common Area.

**ARTICLE VI**  
**ANNEXATION OF PROPERTY**

**Section 1. Annexation of Additional Phases Without Association Approval.** The Developer, in his sole and absolute discretion, may add and subject to the terms and conditions of this Declaration the land described in **Exhibit "C"** attached hereto and such additional lands as the Developer deems appropriate (collectively, the "Additional Land") without the consent of members at any time within ten (10) years of the date of this instrument. To add Additional Land, the Developer shall duly execute and record a Supplemental amendment to this Declaration in the Public Records of Seminole County, Florida setting forth the description of the Additional Land being annexed. If the Class B membership had been previously terminated, the annexation of the Additional Land shall automatically reestablish the Developer's Class "B" membership and all rights and powers pertaining thereto.

If the Developer elects not to add all or a portion of any other real property which it owns adjoining the Community (i.e., the land described in **Exhibit "C"** hereto) to the terms and conditions hereof, then there is hereby reserved to the Developer and its successors and assigns a perpetual non-exclusive easement and license over, across and under the roadways, drainage easements, utility easements and retention ponds located in the Community for the use by the Developer and its successors and assigns in connection with the development of any such property.

**Section 2. Other Annexation of Property.** Except as set forth in Section 1 above, residential property and Common Area may be annexed and made subject to the Declaration 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 a supplemental amendment to this Declaration in the Public Records of Seminole County, Florida.

**ARTICLE VII**  
**LENDER'S RIGHTS**

**Section 1. Information.** Upon written request, the Association shall make available for inspection during normal business hours by each Owner, Institutional Mortgagee and each lender, holder, insurer or guarantor of any first mortgage on a Lot, a current copy of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the records, books and financial statements of the Association.

**Section 2. Financial Statement.** Upon written request, each Institutional Mortgagee and each holder of a first mortgage on a Lot shall be entitled to receive a financial statement of the Association for the immediately preceding fiscal year.

**Section 3. Lender's Notices.** Upon written request to the Association, identifying the name of the holder, insurer or guarantor and the Lot and address, any Institutional Mortgagee and any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Property or the Lots securing this mortgage;
- (b) Any delinquency notice in the payment of assessments or charges owed by the Owner of any Lot on which it hold the mortgage;
- (c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (d) Any proposed action that requires the consent of a specified percentage of mortgage holder.

**ARTICLE VIII**  
**PLATTING AND SUBDIVISION RESTRICTIONS**

As long as there is a Class B membership, Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Community, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portion(s) of the Community without the consent or approval of Owners and Builders.

**ARTICLE IX**  
**ARCHITECTURAL CONTROL**

**Section 1. Architectural Approval Required.** No building, fence, including chain link fences, wall or other structure shall be commenced, erected or maintained upon the Community, nor shall any exterior addition or change or alteration therein, including a change of the building exterior paint color, be made within the Community until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding structures and topography by an architectural review board composed of three (3) or more representatives appointed by the Board ("Committee" or the "ARB"). In the event the ARB fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining proper governmental approvals and permits.

**Section 2. No Liability.** The Association and the ARB shall not be liable to any Owner in connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval of any alteration, addition, improvement or change. Furthermore, any approval of any plans or specifications by the ARB shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the Association, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ARB shall not be liable for any deficiency, or any injury resulting from any deficiency in such plans and specifications.

**Section 3. Transfer of Architectural Control.** Notwithstanding the foregoing, so long as Developer owns any Lot or any portion of the Community, architectural control shall be vested in Developer and not the Association or the ARB, and during such period all references contained in this Article to the ARB shall be deemed to refer to Developer, provided, however, that at any time Developer may assign its right to architectural control to the ARB and Committee by a written assignment.

**Section 4. Approvals.** Unless waived by the ARB, all plans shall be prepared by an architect or engineer, said person to be employed by and at the expense of the Owner. If for any reason, including purely aesthetic reasons, the ARB should determine that a proposed improvement or alteration is not consistent with the development plan or in the best interest of the residents of the Community, such improvement or alteration shall not be made. Approval of plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter which, in the judgment of the ARB, will render the proposed improvement or alteration inharmonious with the general development plan. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. Submittals and resubmittals of plans shall be approved or disapproved within thirty (30) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or resubmittal of plans within such period shall be deemed to be approval of the plans as submitted or resubmitted. The ARB approval or disapproval shall be written and shall be accompanied by one (1) copy of the plans, etc., to be returned to the Owner. Whenever the ARB disapproves plans, the ARB shall specify the reason or reasons for such disapproval.

**Section 5. Violations.** The work must be performed strictly in accordance with the plans as approved. If after plans have been approved, the improvements are altered, erected, or maintained upon the Lot other than as approved, same shall be deemed to have been undertaken without ARB approval. After one (1) year from completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the provisions hereof unless a notice of such compliance executed by any member of the ARB shall appear in the Seminole County Public Records, or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with these provisions.

**Section 6. Variances.** The ARB may grant variances from compliance with the architectural provisions of this Declaration including, without limitation, restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and the particular provision covered



by the variance, nor shall it affect the Owner's obligation to comply with governmental requirements.

**Section 7. Enforcement.** Developer and the Association shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the decisions of the ARB. Should Developer or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days written notice, Developer and the Association shall have the right but not the obligation to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof and charge the cost thereof to the Owner as an individual assessment. Developer and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

## **ARTICLE X**

### **EXTERIOR MAINTENANCE**

**Section 1. Owners Responsibility.** In the event an Owner of any Lot, in the Community shall fail to maintain the Lot or any improvement thereon in a manner satisfactory to the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation through its agents and employees to enter upon said Lot and to repair, maintain and restore the exterior of the buildings and any other improvements erected thereon. Except in emergency situations, prior to commencement of any work, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced with fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs. Upon the Owner's failure to commence timely and to diligently pursue the repairs or maintenance, the Association and its agents or employees shall have the right to enter in or upon the Lot and the exterior of any improvement thereon to perform the repairs or maintenance specified in the notice. In this regard, the Association shall have the right to do such things as, but limited to, paint, repair, replace and care for docks, piers, pools, pool enclosures, roofs, gutters, down spouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall maintenance, and removal of debris which in the opinion of the board detracts from the overall beauty and setting of the Community. Developer, the Association, and their respective agents and employees, shall have no liability to the Owner or any occupant or guest for trespass, or damage or injury to property or person as the result of actions taken hereunder unless caused by gross negligence or intentional wrongdoing.

In order to perform the repairs or maintenance authorized by this Article, the agents or employees of the Association may enter upon any Lot and the exterior of any improvement thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

The cost of such exterior maintenance or grounds maintenance shall be assessed against the subject Home and such assessment shall be a charge on the land and shall be a continuing lien upon the Lot. Non-payment of such assessment within thirty (30) days from the due date may result in foreclosure of the lien or an action at law against the Owner(s) of the Lot.

In the event there is a wall or landscape easement on a Lot and there is built on the easement a fence or wall owned by the Association, the owner of the Lot shall be responsible for maintaining the interior of the fence or wall, and shall maintain the landscaping (i.e. trees, plants and/or grass) on the inside of the wall. The Association shall be responsible for maintaining the exterior of the fence or wall and for the repair and replacement of the wall or fence. The inside of the wall or fence shall be painted by the Lot Owner at the same time as the outside of the wall or fence is painted by the Association and the Lot Owner shall use the same color paint as the Association. The Lot Owner may construct a fence on a Lot perpendicular to the Association wall or fence in the wall or landscape easement, so long as the fence has been approved by the Architectural Control Committee, the last six (6) feet of the fence shall taper down towards the Association wall or fence so that the fence is not higher than the Association wall or fence and said fence may touch, but not be attached to, the Association wall or fence in the wall or landscape easement.

**Section 2. Association's Responsibility.** The Association shall maintain and keep in good repair the Common Area and the wall, landscaping, lighting, irrigation, sign, drainage and other improvements from time to time located thereon. **Unless and until dedicated or conveyed to a governmental unit or utility company, the Association shall maintain, repair and replace as needed, and pay the electrical usage charges for, the lift station and related lines and equipment located within Tract "E" as shown on the plat of the Community.** It is the responsibility of the Association, at Common Expense, to operate, maintain and repair the Master Surface Water Management System and to enforce, or to take such appropriate action as may be necessary to cure violations of, the routine maintenance and non-interference covenants of the Owners under this Declaration, and, when appropriate, to levy special assessments or individual assessments therefor. Maintenance of the Master Surface Water Management System shall include the exercise of practices which allow the system to provide drainage, water storage, conveyance and other surface water management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Master Surface Water Management System shall be as originally permitted or, if modified, as approved by the St. Johns River Water Management District.

**ARTICLE XI**  
**EASEMENTS**

**Section 1. By the Association.** Easements may be granted by the Association for utility purposes in accordance with the requirements of this Declaration.

**Section 2. Utility Easements.** Developer does hereby establish and create for the benefit of the Association and for all Owners from time to time subject to this Declaration, and does hereby give, grant and convey to each of the aforementioned, the following easements, licenses, rights and privileges:

(a) Rights to connect to, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Area, but only in accordance with applicable laws and regulations and the requirements of the applicable entities which regulate said utilities.

**Section 3. Stormwater Management System.** The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by St. Johns River Water Management District Permit No. 40-117-0523-ERP. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

**Section 4. Easements Subject to Certain Matters.** The rights and easements in this Article shall be governed by the following:

(a) Subject to any conflicting rights of Developer and/or the Owners set forth in this Declaration, the Association shall be responsible for the exclusive management, control and maintenance of the Common Area.

(b) Developer, until conveyance of title to the Association, and the Association thereafter, may reserve to itself or to grant or dedicate (subject to the terms of Article XVII) to Developer, any Owner, any governmental agencies and/or to any utility companies, easements and rights-of-way, over, under or through the Common Area for installation, use, maintenance and inspection of lines and appurtenances for public or private utilities, surface water drainage improvements and areas, or completion of the development. No improvement or material may be placed upon any such easement which may damage or interfere with the installation or maintenance of utilities or the easement area, alter or impede the direction or flow of drainage, or interfere with the Master Surface Water Management System.

(c) Developer's rights reserved in this Declaration.

(d) Matters shown on the plat of the Community or any other portion of the Additional Land annexed hereunder.

**Section 5. Easements Reserved by Developer.** Developer hereby reserves the following rights and easements over, under and through the Common Area; (i) rights-of-way and easements to install, maintain and use lighting, telecommunications, cable television, sewer, drainage and utility poles, wires, cables, conduits, pipes, lines, meters and other equipment and improvements necessary or convenient for the completion, marketing, use and enjoyment of the Community or any other portion of the Additional Land annexed hereunder; (ii) the right to cut trees, bushes or shrubbery, make any gradings of the soil, and take any similar action reasonably necessary to provide economical and safe utility and drainage installation or to maintain reasonable standards of health convenience, safety and appearance, (iii) the right to locate thereon wells, pumping stations and irrigation systems and lines, (iv) easement of ingress and egress for purposes of development, construction and marketing, and (v) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development and sale of the Community or any other portion of the Additional Land annexed hereunder; provided, however, that said reservation and right shall not be considered an obligation of Developer to provide or maintain any such easement, utility, equipment or service. Developer also reserves the right to connect with and make use of the utility lines and drainage improvements which may from time to time be in or along the streets and roads, or within the Common Area or platted easements. The easements and rights-of-way herein reserved shall continue in existence in favor of Developer after conveyance of the Common Area to the Association or dedication to Seminole County until such time as Developer has sold all Lots.

Developer also reserves a perpetual right and easement to irrigate the Common Area with treated effluent from a wastewater treatment facility. The benefit of this reservation shall inure to Developer and its specifically designated successors and assigns, but not in favor of any other Owner and shall remain in effect whether or not Developer owns any Lots in or lands adjacent to the Community. This Section may not be amended without the prior written consent of the Developer.

Developer reserves to itself, its designees, successors and assigns easements, licenses, and rights and privileges of a right-of way in, through, over, under and across the Community for the construction, maintenance and repair of utility lines, wires, pipes, conduits, cable television, sewers, and drainage lines and other improvements which may from time to time be in or along the streets and roads or other areas of the Community. Developer also reserves the right for itself, its designees, successors and assigns to continue to use the Community, and any Common Area, roadways, sales offices, model homes, signs, flags, promotional material and parking spaces located on the Community, in its efforts to market Lots, land, and Homes in the Community. This paragraph may not be amended without the prior written consent of the Developer.

The Association and the Developer, by their execution of this Declaration, hereby grants to each Lot Owner a non-exclusive perpetual easement for the maintenance, repair and replacement of



water and sanitary sewer lateral pipes servicing the Lot and improvements thereon, which lateral pipes are located within the Common Area.

Developer hereby grants to delivery, pickup and fire protection services, police, health and sanitation, and other public service personnel and vehicles, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Developer, its successors or assigns to service the Community, and to such other persons as the Developer from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Area for the purposes of performing their authorized services and investigation.

**Section 9. Conservation Easements.** The Developer has granted a conservation easement to the St. Johns River Water Management District. The Conservation Easement has been recorded in the Official Records Book 3743, Page 1823, Public Records of Seminole County, Florida. All activities within the limits of the Conservation Easement must be conducted in accordance with the provisions of the Conservation Easement and the covenants set forth therein.

**ARTICLE XII**  
**PARTY FENCES**

Each fence which is built as a part of the original construction of the Homes and placed on the dividing line between two Lots shall constitute a party fence. 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 to the party fences.

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

If a party fence is destroyed or damaged by fire or other casualty, any Owner who has used the fence may restore it, and if the other Owners thereafter make use of the fence, 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.

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

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.

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

**ARTICLE XIII**  
**CONVEYANCE OF COMMON AREA TO ASSOCIATION**

At such time that Developer closes title to the first Lot in the Community, Developer shall be obligated to convey title to all of the Common Area located in the Community to the Association free and clear of all encumbrances except future taxes, matters shown on the subdivision plat and this Declaration, which shall be obligated to accept such conveyance. In the event Developer annexes any of the Additional Land into the Declaration, Developer shall convey the Common Area in the annexed portion of the Additional Land to the Association prior to the closing of title to the first Lot in said annexed portion of the Additional Land. Once conveyed to the Association, the Common Area may not be mortgaged or further conveyed without the consent of a least two-thirds (2/3) of the Owners (excluding Developer) and shall not be mortgaged or encumbered so long as construction and initial sale of Lots by the Developer or Builder continues in the Community; provided, however, if required by Seminole County incidental to the establishment of an MSTU/MSBU as described above, the Association shall dedicate to Seminole County for the uses and purposes set forth in this Declaration or in the subdivision plats so much of the Common Area then owned by the Association as shall be required by Seminole County, and, except as provided in Article XVII or by law, no such dedication shall require the consent of any Owner, the Association, any mortgagee or other lien holder, or of anyone else.

**ARTICLE XIV**  
**RESTRICTIONS**

**Section 1. Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown or designated on the recorded plat(s). 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 of flow or drainage channels in the easements. No obstructions, including but not limited to, gates and fences, which will prevent emergency access shall be directed in any easement strip for fire fighting access purposes. The Association is hereby granted an easement over each Lot for ingress and egress to any portions of the Lot or the improvements thereon requiring maintenance by the Association.

**Section 2. Fences.** Fences will be six (6) feet in height and board-on-board style. Any homesite adjacent to the lakes within the community will be permitted to erect a fence no more than three (3) feet in height, so that the view of the water is not blocked from any other homeowner. Fences may be erected in the rear yard only from the rear dwelling line of the home to the rear property line of the homesite. No fence is to be installed in the side yard of the home or within the limits of the Conservation Easement. No fence may be painted, but shall be preserved with a solid body white wood stain.

**Section 3. Wells and Septic Tanks.** Except for wells provided by Developer for irrigation purposes, no individual wells or septic tanks will be permitted on any Lot within this Community. 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 Community in accordance with the standard requirements as provided for by the State Board of Health Regulations.

**Section 4. Nuisances.** No noxious or offensive activity shall be carried on upon any lands within the Community, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**Section 5. Temporary Structures and Use.** No structure of a temporary character, trailer, basement, shack, garage, shed, barn or other building shall be moved to, erected on, or used on any of the lands within the Community at any time for a residence, workshop, office, storage room, either permanently or temporarily, provided, however, that Developer may place in the Community construction sheds, trailers or temporary sales offices or sales trailers used to facilitate the construction and sale of land and Homes in the Community. 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 Community, no gas tank, gas container, or gas cylinder, except those used by portable barbecue grills or pool spas shall be permitted to be placed on or about the outside of any of the Homes built in this Community or any ancillary building.

**Section 6. 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 of the Community lands. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any of the Community lands.

**Section 7. Pets.** Traditional house pets (i.e., dogs or cats, fish and caged birds), may be kept by a Home Owner or his family members, guests, invitees or lessees, however, (a) no animals whatsoever may be kept or maintained for commercial purposes, (b) no livestock or poultry of any kind may be kept on the property, (c) no animals shall be permitted to remain on any portion of the Community which become an unreasonable nuisance or annoyance to other Owners, and (d) any animal kept by an Owner shall be kept subject to any rules and regulations which may be promulgated from time to time by the Board. In no event shall dogs be permitted upon any property in the community other than the Home Owner's property unless under leash. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of any such pet. All owners of pets shall be required and responsible to clean up any excretions of their pets. No more than a total of three (3) cats and dogs will be permitted per Home.

**Section 8. Visibility at Street Corners.** 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 by the Owners as required by the Department of Public Works.

**Section 9. Clotheslines.** No clotheslines shall be placed and no clothes drying shall be undertaken or permitted upon the Community, provided, however, the Board may, upon its sole discretion, permit on a revocable basis the location of collapsible, retractable or umbrella type clotheslines or other equipment in the "back yard or patio" of the particular Home whose Owner(s) have made such request.

**Section 10. Parking.** No truck or van with more than a three-quarter ton capacity or any truck with other than standard size tires, no commercial vehicles, no house or travel trailer, motor home, camper, boat or boat trailer shall be parked in the Community. The term "commercial vehicle" shall be defined by the Board of Directors in the rules and regulations of the Association. Commercial vehicles in the process of loading or unloading shall not be considered parked so long as they are not kept in the Community overnight.

**Section 11. Commercial and Recreational Vehicles.** No boat, trailer, camper, golf cart or other type of recreational vehicle and commercial vehicle, including, but not limited to, trucks, pick-up trucks and vans (vans with side windows that are not commercial vehicles are permitted), shall park or be parked at any time on the Lots or Common Area unless it is a commercial vehicle in the process of being loaded or unloaded; provided that no commercial vehicle shall be permitted to park or be parked overnight on the Lots or Common Area unless approved in writing by the Board of Directors of the Association.

**Section 12. Antenna and Aerials.** No antenna, aerial or satellite dish of any type shall be placed upon a Home or within a Lot unless approved by the Board or Committee.

**Section 13. Litter and Garbage Collection.** No articles of personal property shall be hung or shaken from the doors or windows of any Home. No Owner shall sweep or throw from his Home any dirt or other materials or litter in any way upon the Community. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Community except in closed containers in the storage areas, garages, if any, or fenced in patio areas in rear of Home prior to the ultimate disposal in closed bags.

**Section 14. Personal Property.** No articles of personal property of Owners shall be placed on any portion of the Community lands unless such articles are being used by Owners in accordance with the terms and conditions of this Declaration and any rules and regulations promulgated from time to time by the Board.

**Section 15. Removal of Sod and Shrubbery; Additional Planting.** No sod, topsoil, trees or shrubbery shall be removed from the Community, 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, shrubs or trees in the rear yard or patio of a Home subject to approval by the Committee.

**Section 16. Increases 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 Community.

**Section 17. Windows, Awnings and Shutters.** No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a building and no foil, window tinting materials or shielding materials or devises shall be placed upon any windows or sliding glass doors which are part of his Home unless such awnings, canopies, shutters, foil, window tinting materials or shielding materials have been approved by the ARB appointed by the Board, which approval may be based on the aesthetic appearance of the properties.

**Section 18. Utility Additions.** 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 Home without the prior written consent thereto by the Board or the ARB appointed by the Board, 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 of aesthetic appearance of the Community or any part or parts thereof are not impaired.

**Section 19. Casualties.** In the event that a Home or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the Common Area 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) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.

**Section 20. Reconstruction.** Any repair, rebuilding or reconstruction account of casualty or other damage to any Common Area 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 ARB. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Home 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 the new plans and specifications approved by the ARB, and the Owner of such Home.

**Section 21. Rights of Developer.** Notwithstanding any provisions in this Declaration to the contrary, including the provisions of this Article XIV, the Developer shall have the right with respect to the development of the Community to construct buildings and other improvements, including landscaping on the Community. The construction of buildings and improvements shall be of such type, nature, design, size, shape, height, materials and location, including the landscaping, which term shall be defined in its broadest sense as including grass, hedges, vines, trees and the like, as Developer determines in its sole discretion without obtaining consent and

approval of the ARB, the Association or its members, provided however, that same complies with the applicable building codes and zoning laws of Seminole County, Florida, in force at that time.

**Section 22. Disturbances.** No owner shall make or permit any disturbing noises on any Lot or in any Home or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Owners.

**Section 23. Lake Front Property.** As to portions of the Property which have a boundary contiguous to any lake or other body of water within the Development, the following restrictions shall be applicable:

(a) All activities within the limits of the Conservation Easement must be conducted in compliance with the provisions of the Conservation Easement and the covenants set forth therein.

(b) All docks and piers shall be subject to and approved by the ARB and shall be erected, placed, altered and/or maintained on the shores of the lake subject to and in compliance with any and all governmental approvals and permits that may be required and the standards and criteria specified in Paragraph 3 of the Conservation Easement. No other structures may be erected, constructed, or placed within the limits of the Conservation Easement.

(c) No boat, boat trailer, or vehicular parking or use of the lake slope or shore areas shall be allowed except as designated in the rules and regulations of the Association and in Paragraph 3 of the Conservation Easement.

(d) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or on the banks thereof.

**Section 24. Signs.** No signs of any kind (except for political signs as may be permitted under the ordinances of the County) shall be displayed to the public view on any Lot except for one professional sign of the builder or contractor and one professional "For Sale" sign. In any event, no sign shall be larger than four (4) square feet, except in the builder's model center for such period of time as sales are underway.

Signs indicating homes "For Sale" or "For Lease", or "Garage Sale" signs shall not, under any circumstances, be placed by homeowners or real estate agents on any part of the Common Area leading into the community. Any signs placed in the common areas at the entranceway can be removed by any board member or the landscape maintenance company at anytime.

**Section 25. Approval by Board of Directors.** From time to time written requests may be submitted to the Board of Directors which are not specifically mentioned in these Restrictions. These documents cannot specifically itemize every request that a Homeowner may wish to make on the exterior of the Lot; however, each Homeowner must obtain written consent of the Board for any change or alteration made to the exterior of the Lot.

**Section 26. Surface Water or Stormwater Management System.** The responsibility for maintenance, operation and repair of the Surface Water or Stormwater Management System shall be as set forth in Section 1 of Article IV.

**Section 27. Vegetative Buffer; SJRWMD Conservation Easement.** There is a permanent vegetative natural buffer over those portions of Lots 122 through 130, inclusive, as shown on the Plat (the "SJRWMD Conservation Easement"). The SJRWMD Conservation Easement is part of the surface water management system authorized by the Permit with the purpose of detaining and treating stormwater prior to offsite drainage. Except for activities specifically authorized by the Permit, all clearing, filling, disturbance of native soils, disturbance of native vegetation, planting of vegetation, sodding, irrigation, and construction of fences are prohibited within the SJRWMD Conservation Easement. Any activities not inconsistent with the foregoing restrictions are permissible. The Association shall install signs, mounted on concrete pillars or pressure-treated wood posts, at the boundary of the SJRWMD Conservation Easement and each Lot abutting the SJRWMD Conservation Easement stating the following: "Natural Vegetative Buffer and Wildlife Conservation Area. Activities beyond this point must be conducted in accordance with the Conservation Easement recorded in Official Records Book 3743, Page 1823, of the Public Records of Seminole County, Florida." The Association shall maintain the SJRWMD Conservation Easement and the signs in a manner consistent with St. Johns River Water Management District requirements. No alteration of the SJRWMD Conservation Easement shall be authorized without prior written authorization from the St. Johns River Water Management District. Any damage to any SJRWMD Conservation Easement caused by the Lot Owner or the Lot Owner's invitees or guests, shall be repaired and the SJRWMD Conservation Easement returned to its former condition as soon as possible by the Lot Owner.

## **ARTICLE XV** **INSURANCE**

**Section 1. Purchase, Custody and Payment of Policies.** All insurance policies covering the Common Area shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida which has an office or agent located in the vicinity of the Community.

### **Section 2. Coverage.**

(a) **Casualty.** All improvements upon the Common Area and all personal property of the Association are to be insured in an amount equal to one hundred (100%) percent of the then current replacement cost, excluding foundation and excavating costs and other items normally excluded from coverage, as determined annually by the Association. Prior to obtaining any casualty insurance or renewal thereof, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement cost of the improvements upon the Common Area and all personal property of the Association, without deduction for depreciation, for the purposes of determining the amount of casualty insurance to be obtained pursuant to this Paragraph. Such coverage shall afford protection against:



(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

(ii) Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including, but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risks" endorsement, where available.

(b) Liability. Comprehensive general public liability insurance insuring the Association against loss or damage resulting from accidents or occurrences on or about or in connection with the Common Area, or any work, matters or things related to the Common Area or this Declaration and its exhibits, with such coverage as shall be required by the Association but with a combined single limit liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury, death or property damage, arising out of a single occurrence, and with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.

(c) Worker's Compensation as shall be required to meet the requirements of the law.

(d) Fidelity Bond Coverage may be obtained by the Board of Directors in its discretion.

(e) Such Other Insurance as the Association shall determine from time to time to be desirable and as is customarily obtained with respect to improvements similar in construction, location and use to those contained within the Common Area, such as, where applicable, contractual and all-written contract insurance, employer's liability insurance and comprehensive automobile liability insurance.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the owners individually and as a group, (ii) any prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of one or more directors of the Association or by one or more Owners; and shall provide that such policies may not be cancelled or substantially modified (except for increases in coverage for limits of liability) without at least ten (10) days prior written notice to the Association and to the holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

**Section 3. Premiums.** Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Proceeds on account of damage to Common Area shall be held in as many undivided shares as there are Lots, the share of each Lot being equal.

**Section 4. Distribution of Proceeds.** Proceeds of the insurance policies received by the Association shall be distributed to, or for the benefit of, the beneficial owners in the following manner:

(a) Reconstruction or Repair. The proceeds shall first be paid to pay the cost of repair or reconstruction, as elsewhere provided. Any proceeds remaining after paying such cost shall be distributed to the Association.

(b) Inspection of Insurance Policies. A copy of each insurance policy purchased by the Association shall be made available for inspection by any Owner or Institutional Lender at reasonable times.

**ARTICLE XVI**  
**RECONSTRUCTION OR REPAIR AFTER CASUALTY**

**Section 1. Determination to Reconstruct or Repair.** If any part of the Common Area is damaged or destroyed by casualty, the damaged property shall be reconstructed or repaired, unless 2/3 of the Owners vote to the contrary.

**Section 2. Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements. Any reconstruction or repair must be in accordance with the ordinances of the controlling governmental authority, and must be approved by the controlling governmental authority or its appropriate review committee where required by such ordinances. Any reconstruction or repair must be in conformance with the requirements of any controlling governmental authority, and where required appropriate permits for same shall be obtained.

**Section 3. Responsibility.** The responsibility for reconstruction and repair after casualty shall be that of the Association.

**Section 4. Estimates of Cost.** Immediately after casualty damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors.

**Section 5. Assessments.** If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if any time during or after the reconstruction and repair the funds for the payment of the cost thereof are insufficient, a Special Assessment shall be made against all of the Owners of the Homes equally, in sufficient amounts to provide funds to pay such costs.

**Section 6. Construction Funds.** The funds for payment for costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Association and funds collected by the Association from Assessments against Home Owners shall be disbursed in payment of such costs the following manner

(a) Association. The Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Surplus. It shall be presumed that the first moneys disbursed in payment of the costs of the Association the costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of reconstruction and repair for which the fund is established, such balance shall be distributed to the Association.

## ARTICLE XVII GENERAL PROVISIONS

**Section 1. Execution of Documents Required by the County.** The Developer's plan for the development of the Community may require from time to time the execution of certain documents required by the County. To the extent that said documents require the joinder of any or all property owners in the Community, each of said Owners, by virtue of his acceptance of a deed to his Home, does irrevocably give and grant to the Developer, or any of its officers individually, full power of attorney to execute said documents as his agent and in his place and stead.

**Section 2. Enforcement.** The Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Court costs and reasonable attorneys' fees for a proceeding at law to enforce this Declaration, including any appeal thereof, shall be borne by the Owner(s) against whom the suit has been filed. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The St. Johns 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 Stormwater Management System.

**Section 3. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 4. Duration and Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Owners of sixty-six and two-thirds (66 2/3%) percent or more of the Lots or by a vote of ninety (90%) percent of a quorum of Owners present in person or by proxy at a duly called regular or special meeting of the members of the Association. Notwithstanding the above, (i) there will be no amendment to the provisions of this Declaration pertaining to the maintenance of Common Area without the prior consent of the County; and (ii) Developer will have the right to amend this Declaration pursuant to Section 1 of Article VI without the consent of any Owners and/or



Mortgagees. Any Amendment must be recorded in the Public Records of Seminole County, Florida and shall not be effective until so recorded.

Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original conditions, including the water management portions of the Common Area, must have the prior approval of the St. Johns River Water Management District.

**Section 5. Developer Amendment Privilege.** Notwithstanding anything to the contrary set forth above, the Developer may amend any provision of this Declaration without the approval or joinder of the Owners or the Association, if required to do so by any local, state or federal governmental agency or to comply with the Rules and Regulations of the Federal National Mortgage Association, the Federal Housing Administration, the Veterans Administration or any other similar governmental institutional agency which desires to hold, insure or guaranty a mortgage on all or any part of the Community. Additionally, as long as there exists a Class B membership in the Association, the Developer shall have the right, subject to the provisions of Section 7 of this Article, to amend this Declaration to correct any omission or error, or to effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Owners unless the affected owners consent thereto in writing. The amendment of this Declaration, pursuant to this Section need be signed and acknowledged only by the Developer and shall contain a certification that the provisions of this Section have been complied with. Any such amendment need not be approved or signed by any Member, the Association, Owner, or any lienors or mortgagees of Lots, or by any other person, whether or not elsewhere required for an amendment to the Declaration. All amendments hereto shall be recorded in the Public Records of Seminole County, Florida, and shall not be valid until recorded.

**Section 6. Damage or Destruction to Common Area.** Each Owner shall be liable to the Association for any damage to the Common Area not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, tenants, guests and invitees, both minor and adult. Notwithstanding the foregoing, the Association reserves the right to charge such Owner a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. The cost of correcting such damage shall be a Special Assessment against the Home and may be collected as provided herein for the collection of Assessments.

**Section 7. HUD/VA Approval.** Notwithstanding anything to the contrary set forth in this Declaration, so long as there is a Class "B" member, the prior approval of HUD/VA shall be required for (i) annexation of property other than the Additional Land; (ii) Amendments to this Declaration, except as set forth in Section 5 and Section 6 of this Article XVII; (iii) dissolution, merger or consolidation of the Association; or (iv) dedication of Common Area.

**Section 8. Monitoring and Maintenance Programs.** The Association shall be responsible for all costs related to compliance with the requirements of the St. Johns River Water

Management District, including but not limited to the cost of complying with the terms and conditions of the District Permit and the cost of any monitoring and/or maintenance programs approved by the District and under the terms of the District Permit. Notwithstanding the foregoing, however, unless prohibited by the District, the Developer may, at its option, perform the aforementioned monitoring and/or maintenance requirements, in which case the Association shall pay or reimburse the Developer for all costs and expenses reasonably incurred in connection therewith.

**Section 9. Assignment of Developer's Rights and Obligations.** Any and all rights, powers and reservations of the Developer may be assigned, in whole or in part, to any person, corporation or association which will assume the duties of the Developer pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assuming such duties, the assignees shall, to the extent of

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such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Developer herein. Further, the Developer 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. The Developer may designate as a Class B member of the Association an express successor or assign who acquires a Lot or Lots, provided that such designation shall be only as to those Lots acquired by such express successor or assign.

IN WITNESS WHEREOF, the undersigned have hereunto executed this Declaration as of the day and year first above written.

**DEVELOPER:**

Signed, sealed and delivered  
in the presence of:

**REMARK DEVELOPMENT, INC.,**  
a Florida corporation

*Paul E. Rosenthal*  
\_\_\_\_\_  
Print Name: **PAUL E. ROSENTHAL**

By: *Stuart Kramer*  
\_\_\_\_\_  
**STUART KRAMER,**  
President

*Judith L. Penning*  
\_\_\_\_\_  
Print Name: **JUDITH L. PENNING**

(CORPORATE SEAL)

Address:

3100 Clay Avenue, Suite 275  
Orlando, Florida 32804

**RYLAND:**

Signed, sealed and delivered  
in the presence of:

**THE RYLAND GROUP, INC.,** a Maryland  
corporation

*Lawrie J. Moaty*  
\_\_\_\_\_  
Print Name: **LAWRIE J. MOATY**

By: *Larry Nicholson*  
\_\_\_\_\_  
**LARRY NICHOLSON,**  
Operational Vice President

*Rene' Searcy*  
\_\_\_\_\_  
Print Name: **RENE' SEARCY**

(CORPORATE SEAL)

Address:

605 East Robinson Street, Suite 750  
Orlando, Florida 32801



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Declaration was acknowledged before me this 13<sup>th</sup> day of September, 1999, by Stuart Kramer as the President of **REMARK DEVELOPMENT, INC.**, a Florida corporation, on behalf of the corporation, and [] he is personally known to me or [ ] produced \_\_\_\_\_ as identification.

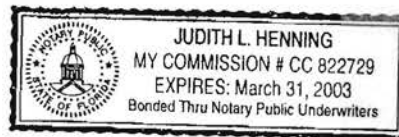
*Judith L. Henning*

NOTARY PUBLIC

Print Name: JUDITH L. HENNING

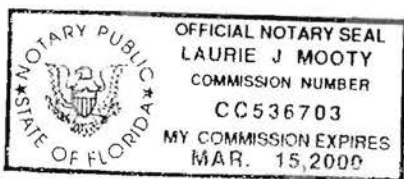
My Commission Expires: \_\_\_\_\_

Commission #: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22 day of September, 1999, by Larry Nicholson, as Operational Vice President of **THE RYLAND GROUP, INC.**, a Maryland corporation, on behalf of the corporation, and [] he is personally known to me or [ ] produced \_\_\_\_\_ as identification.



*Laurie J. Mooty*

NOTARY PUBLIC

Print Name: Laurie J Mooty

My Commission Expires: 3/15/00

Commission #: CC536703



**JOINDER, CONSENT AND SUBORDINATION**

SEMINOLE CO., FL

The undersigned hereby certifies that COLONIAL BANK is the holder of a mortgage, lien or other encumbrance upon the property described in Exhibit "A" to the foregoing instrument and that the undersigned hereby joins in and consents to the foregoing Declaration of Covenants, Conditions and Restrictions for The Cove and agrees that its Real Estate Mortgage, Assignment of Rents, and Security Agreement bearing the date of March 16, 1999, and recorded on March 18, 1999 in Official Records Book 3612, Page 0458, Public Records of Seminole County, Florida, shall be subordinate to the foregoing instrument.

IN WITNESS WHEREOF, the undersigned has caused this Joinder, Consent and Subordination to be executed in its name by its proper officer thereunto duly authorized as of the 28 day of September, 1999.

Signed, sealed and delivered  
in the presence of:

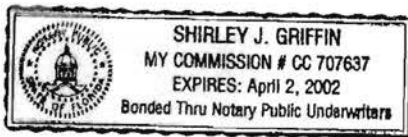
Name: Shirley J. Griffin  
SHIRLEY J. GRIFFIN  
Donna M. Boyer  
Name: Donna M. Boyer

COLONIAL BANK

By: James W. Kearley  
Name: James W. Kearley  
Title: Vice President

STATE OF FLORIDA )  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 28 day of September, 1999, by JAMES W. KEARLEY, as the VICE PRESIDENT of COLONIAL BANK, on behalf of the corporation, and [] he is personally known to me or [ ] produced \_\_\_\_\_ as identification.



Shirley J. Griffin  
Signature of Notary Public - State of Florida  
SHIRLEY J. GRIFFIN  
Print, Type, or Stamp  
Commissioned Name of Notary Public

**EXHIBIT "A"**

All Lots and Tracts located within the Plat of The Cove as recorded in Plat Book 56,  
Pages 40 <sup>THRU</sup> 43, Public Records of Seminole County, Florida, except for Lots 5, 6, 7, 8, 116, 117,  
118, 119, 128 and 129 of said Plat..

EXHIBIT "B"

3743 1816

SEMINOLE CO., FL

Lots 5, 6, 7, 8, 116, 117, 118, 119, 128, and 129 of the Plat of The Cove as recorded in Plat Book 56, Pages 40 THRU 43, Public Records of Seminole County, Florida.

Exhibit "C"  
"ADDITIONAL LAND"

The South ½ of the Southwest ¼ of the Southwest ¼ of Section 3, Township 20 South, Range 30 East, Seminole County, Florida; TOGETHER WITH: Commence at the South ¼ corner of said Section 3, and run S 89°53'40"W along the South line of the Southwest ¼ of said Section 3, 330.00 feet to the Point of Beginning; thence continue S 89°53'40"W along said South line, 993.95 feet to the Southwest corner of the Southeast ¼ of the Southwest ¼ of said Section 3; thence run N 00°38'04"E along the West line of the Southeast ¼ of the Southwest ¼ of said Section 3, 608.93 feet; thence run N 89°53'40"E, 116.52 feet; thence run S 55°06'20"E, 1061.55 feet to the Point of Beginning:

TOGETHER WITH:

The North 23.9 chains of Section 10, Township 20 South, Range 30 East, Seminole County, Florida, lying Westerly of Lake Mary Road; LESS Commence at the Northwest corner of Section 10, Township 20 South, Range 30 East, and run N 89°58'27"E along the North line of the Northwest ¼ of said Section 10 a distance of 1323.93 feet to the Northeast corner of the Northwest ¼ of the Northwest ¼ of said Section 10; thence run S 00°04'10"W parallel to the West line of the Northwest ¼ of said Section 10, a distance of 913.20 feet; thence run S 89°58'27"W 924.00 feet to the Northwest corner of that certain parcel of land as described in Official Records Book 520, Pages 513-514, of the Public Records of Seminole County, Florida, said corner being the POINT OF BEGINNING; thence run N 84°03'41"E 302.94 feet to a point lying N 00°04'10"E 25.00 feet from an existing round 10" concrete monument no ID; thence continue N 84°03'41"E 60.00 feet; thence run S 07°11'17"E 277.91 feet; thence run S 30°19'57"W 181.27 feet to a point lying N 89°15'36"E 3.00 feet from the Northeast corner of an existing wooden dock; thence run S 00°44'24"E parallel with said dock, a distance of 42.02 feet; thence run S 89°15'36"W 9.00 feet; thence run N 84°13'27"W 297.77 feet to the Southwest corner of that certain parcel of land described in said Official Records Book 520, Pages 513-514, of the Public Records of Seminole County, Florida; thence run N 12°07'03"W 406.90 feet to a point lying S 84°03'41"W of the Point of Beginning; thence run N 84°03'41"E 86.38 feet to the Point of Beginning.

LESS AND EXCEPT those lands described in Exhibit "A" and Exhibit "B" attached hereto.

LEGIBILITY UNSATISFACTORY  
FOR MICROFILMING



**EXHIBIT "D"**  
**"Common Area"**

OFFICIAL RECORDS  
BOOK PAGE  
3743 1818  
SEMINOLE CO., FL

Tracts A, B, C, D, F, and G of the Plat of The Cove as recorded in Plat Book  
56 , Pages ~~40 thru 43~~ Public Records of Seminole County, Florida.