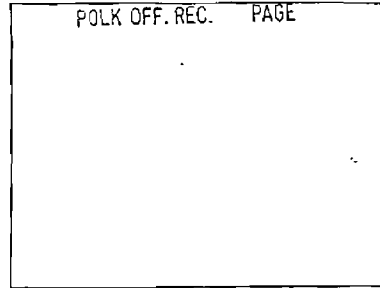


4022 2209

POLK OFF. REC. PAGE



SPACE RESERVED FOR RECORDING

Prepared by and return to:
James R. Pratt, Esquire/dp
Graham, Clark, Jones, Pratt & Marks
269 North New York Avenue
P.O. Drawer 1690
Winter Park, Florida 32790

1998 MAY -7 PM 1:34

SUPPLEMENT

to
DECLARATION OF EASEMENTS, COVENANTS
CONDITIONS, AND RESTRICTIONS

for the
PINEWOOD SUBDIVISION

DEPT 115 21.00
DEPT 291 3.00
4749 #
CHECKS 24.00
4269A

15/17/98

067167

THIS SUPPLEMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PINEWOOD SUBDIVISION (the "Supplement") is made this 14 day of April, 1998, by DEAN HOMES, INC., a Florida corporation (the "Developer"). The address of the Developer is 2800 Hansrob Road, Orlando, Florida 32804.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property in Polk County, Florida, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the Developer caused a certain Declaration of Easements, Covenants, Conditions, and Restrictions for Pinewood Subdivision dated April 19, 1994, recorded in Official Records Book 3385, Page 1674, Public Records of Polk County, Florida (the "Declaration"); and

WHEREAS, the Developer desires to revise and supplement the Declaration as set forth hereinafter in order to comply with chapter 617, Florida Statutes, and the ordinances of Polk County, Florida.

NOW, THEREFORE, Developer hereby declares that, pursuant to Article VI, Section 5, of the Declaration, the Declaration is revised in order to comply with the requirements of Polk County, Florida, and chapter 617, Florida Statutes, as follows:

4022 2210

POLK OFF. REC.	PAGE
----------------	------

SPACE RESERVED FOR RECORDING

1. Article V of the Declaration is supplemented in order to comply with the ordinances of Polk County by adding a new Section 37 as follows:

"37. Short-Term Rentals. Short-Term Rentals are allowed within the subdivision. A "Short-Term Rental" is defined as follows:

A dwelling unit which is made available more than three (3) times a year for periods of fewer than thirty (30) days or one (1) calendar month at a time, whichever is less, for use, occupancy or possession by the public, regardless of the form of ownership of the unit. Dwelling units commonly referred to as 'timeshares,' 'vacation rentals,' and 'holiday rentals' which possess the above characteristics are included within this definition. Bed and breakfast establishments are excluded from the definition."

2. Article V, Section 31(a) of the Declaration is supplemented in order to comply with chapter 617, Florida Statutes, with the following correction: the reference to "six (6) days notice" is replaced with "fourteen (14) days notice."

3. Article V, Section 20 of the Declaration is revised to ensure compliance with local and state laws by deleting Section 20 and inserting the following in its place:

"20. Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials. All trash, garbage and other waste shall be kept in sealed sanitary containers and, except during pick-up, if required to be placed at the curb, all containers shall be kept out of sight from the street, and such containers shall not be placed at the curb earlier than the night before pick-up. There shall be no burning of trash or any other waste materials.

The Association has the right to remove from any Lot trash, garbage and other waste and containers which violate these covenants and restrictions, and the Owner of such Lot shall be required to pay the Association for its cost of removal. In addition, the Owner of such Lot will, in accordance with chapter 617, Florida Statutes, be subject to a penalty of \$50.00 per day that the Owner of such Lot remains in violation."

4. The foregoing supplements and corrections to the Declaration will have the same effect as if they had been originally included in the Declaration. This Supplement shall control over

4022 2211

POLK OFF. REC. PAGE

SPACE RESERVED FOR RECORDING

conflicting or inconsistent provisions in the Declaration. All other provisions of the Declaration are not affected or impaired by this Supplement and shall remain effective and binding. All Property that is subject to the Declaration is hereby also made subject to this Supplement and shall be held, used, encumbered, sold, transferred and conveyed subject hereto.

5. Invalidation of any one of these supplements or corrections, or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order, shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 14 day of April, 1998.

DEAN HOMES, INC.

Signature: [Signature]
Print Name: JAMES R. PRATT

R. Lloyd Warren
R. Lloyd Warren, President

Signature: [Signature]
Print Name: FRAN K. HAAS

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14 day of April, 1998, by R. Lloyd Warren, as President of Dean Homes, Inc., a Florida corporation, on behalf of the corporation. He is (a) personally known to me or (b) has produced _____ as identification.

NOTARY PUBLIC

Signature: [Signature]
State of Florida

MY COMMISSION EXPIRES:



James R. Pratt
MY COMMISSION # CC493682 EXPIRES
February 4, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

4022 2212
POLK OFF. REC. PAGE
SPACE RESERVED FOR RECORDING

JOINDER AND CONSENT OF MORTGAGEE

First Mercantile National Bank, being the owner and holder of that certain mortgage recorded in Official Records Book 3596, Page 242, modified in Official Records Book 3787, Page 1412, Public Records of Polk County, Florida, encumbering the parcel of real property described in the foregoing Supplement to Declaration of Easements, Covenants, Conditions and Restrictions for Pinewood Subdivision ("Supplement") hereby consents to and joins in the filing of this Supplement.

Signed, sealed and delivered in the presence of:

Kathryn R Castle
Name: KATHRYN R. CASTLE

Martha A. Mitts
Name: MARtha A. MITTS

By: [Signature]
Name: Joe S. Lambert
Title: Vice President

Attest: [Signature]
Name: Daniel F. Williams
Title: V.P.

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF St. Johns

BEFORE ME, the undersigned authority personally appeared Joe S. Lambert and Daniel F. Williams, personally known to me and known to me to be respectively, the Vice President and Vice President of First Mercantile National Bank, and they duly acknowledged to and before me, under oath, that they executed the within instrument as such officers of such Corporation for the uses and purposes therein expressed pursuant to lawful authority given to them and that they know the seal of said Corporation and that the seal of said Corporation is affixed to the within instrument by like authority.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of April, 1998.



OFFICIAL SEAL
KATHRYN R. CASTLE
MY COMMISSION EXPIRES
NOVEMBER 29, 1999
COMMISSION #CC512870

NOTARY PUBLIC
Signature: Kathryn R. Castle
Print Name: Kathryn R. Castle
State of Florida at Large
MY COMMISSION EXPIRES:

4022	2213
FOLK OFF. REC.	PAGE

SPACE RESERVED FOR RECORDING

EXHIBIT "A"

Legal Description

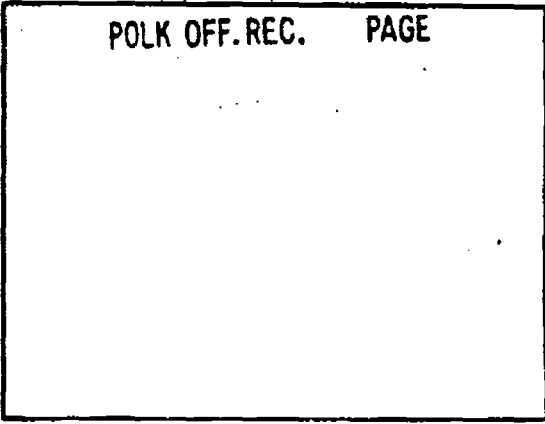
PINEWOOD COUNTRY ESTATES, recorded in Plat Book 98,
Pages 31 and 32, of the Public Records of Polk County, Florida.

4022 2182

POLK OFF. REC. PAGE

Prepared by and return to:
James R. Pratt, Esquire/dp
Graham, Clark, Jones, Pratt & Marks
369 North New York Avenue
P.O. Drawer 1690
Winter Park, Florida 32790

R



SPACE RESERVED FOR RECORDING

1998 MAY -7 PM 1:33

**DECLARATION OF EASEMENTS, COVENANTS
CONDITIONS, AND RESTRICTIONS**
for the
**PINEWOOD SUBDIVISION
PHASES II AND III**

05/07/98

DEPT 115 109.00
DEPT 291 14.00
4749 H
CHECKS 123.00
4268A

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PINEWOOD SUBDIVISION PHASES II AND III (the "Declaration") is made this 14 day of April, 1998, by DEAN HOMES, INC., a Florida corporation (the "Developer"). The address of the Developer is 2800 Hansrob Road, Orlando, Florida 32804.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property in Polk County, Florida, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the Developer has established a land use plan for the Property and the Developer plans to develop the Property and cause or allow the construction on the developed lots of single-family detached residential dwellings; and

WHEREAS, in order to preserve and protect the value and desirability of the Property, the Developer deems it prudent to place this Declaration of record and to subject the Property to the matters set forth below.

067166

SPACE RESERVED FOR RECORDING

NOW, THEREFORE, the Developer hereby declares that all of the Property shall be held, sold, transferred and conveyed subject to the following easements, restrictions, covenants, and conditions. These easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property as a residential community for high standards, quality, and beauty, and shall run with the Property and be binding on all persons and entities having or hereafter acquiring any rights, title or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner of the Property or any portion thereof or hereafter acquiring.

ARTICLE I DEFINITIONS

1. **Definitions.** The terms used in this Declaration shall have the meanings set forth below unless the context otherwise requires:

A. "Association" shall mean and refer to an entity formed or to be formed known as the PINWOOD HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, and its successor and assigns.

B. "Board of Directors" or "Board" shall mean the directors serving as such from time to time under the Articles of Incorporation and the By-Laws of the Association.

C. "Common Areas" shall mean those portions of the Property that are not included in any Lot and that are owned or maintained by the Association for the common use and enjoyment of the Owners, plus all property designated as Common Areas in any future recorded supplemental declaration, together with the landscaping and any improvements thereon. Common Areas shall include all structures and walls built by the Developer and transferred to the Association, including walls and fences erected along any boundary of the Property, subdivision entry features, and landscape buffers.

D. "Developer" shall mean and refer to DEAN HOMES, INC., a Florida corporation, its successors and assigns (subject to the terms, conditions, and restrictions as may be imposed on an assignment of Developer's rights). The Developer may assign all or only a portion of its rights hereunder; and Developer may assign all or a portion of its rights with respect only to specified portions of the Property. In the event of a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer specifically assigned to it. Any such assignment may be exclusive or nonexclusive.

E. "Subdivision" shall mean and refer to the Property as it is developed pursuant to this Declaration, or any property annexed thereto pursuant to this Declaration.

F. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or company, Federal National Mortgage Association, the Developer, or any affiliate of the

Developer, or other lender generally recognized as an institution type lender, which holds a mortgage on one or more of the Lots.

G. "Lot" shall mean and refer to any portion of the Property, described by lot or fractional lot, or by metes and bounds, with the exception of the Common Areas, and intended to be conveyed by the Developer to builders or individual purchasers for the site of one single-family residence.

H. "Member" shall mean and refer to all those Owners who are members of the Association.

I. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot.

J. "Property" shall mean and refer to that certain real property heretofore described on Exhibit "A," and such additions thereto as may hereafter be brought within the jurisdiction of this Association.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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. Any person or entity who holds an interest in a Lot merely as a security for the performance of an obligation shall not be a Member.

2. **Voting Rights.** The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners except the Developer (as long as the Class B membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, they may exercise a total of only one vote for that Lot, and the applicable Members shall exercise the vote for such Lot in the manner set forth in the By-Laws of the Association.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote for each Lot owned by the Developer, plus two (2) votes for each vote that the Class A Members are entitled to cast at any time and from time to time. The Class B membership shall cease and terminate and be converted to Class "A" membership on the happening of any of the following events, whichever occurs earlier:

(a) When the Developer no longer owns record title to any portion of the Property; or

4022 2185

POLK OFF. REC. PAGE

SPACE RESERVED FOR RECORDING

- (b) Six (6) years from the date of the recording of this Declaration; or
- (c) At the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

3. General Matters. When reference is made herein, or in the Articles, By-Laws, rules and regulations adopted by the Association, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to refer to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE III PROPERTY RIGHTS IN THE COMMON AREAS: OTHER EASEMENTS

1. Members Easements. Each Member, and each tenant, agent and invitee of such Member, shall have a non-exclusive perpetual easement of enjoyment in, over, and upon the Common Areas in common with all other Members, their tenants, agents and invitees, in such manner as may be regulated by the Association. No person entitled to so use and enjoy the Common Areas may do so in any manner inconsistent with their intended use or purpose.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

- (a) The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Common Areas in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of the Property from time to time recorded.
- (b) The right of the Association to adopt, at any time and from time to time, and enforce rules and regulations governing, among other things, the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.
- (c) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all permitted user's immediate family who reside with him, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.
- (d) The right of the Developer to permit such persons as the Developer shall designate to use the Common Areas and all recreational facilities thereon (if any).
- (e) The right of the Association, by a two-thirds (2/3) affirmative vote of the entire membership, to dedicate, sell, or transfer all or portions of the Common Areas to a public agency under such terms as the Association deems appropriate, and to create or contract with special taxing districts for lighting,

SPACE RESERVED FOR RECORDING

roads, recreational or other services, security, or communications, or other similar purposes deemed appropriate by the Developer (to which such creation or contract all Owners hereby consent).

2. **Easement Appurtenant.** The rights and easements provided in the Section above entitled "Members Easements" shall be appurtenant to and shall pass with the title to each Lot.

3. **Maintenance.** The Association shall maintain in good repair and shall manage, operate and insure, and shall replace as often as necessary, the Common Areas and the paving, drainage structures, street lighting fixtures and appurtenances, landscaping, improvements and other structures (except utilities) situated or built on the Common Areas, if any, (the "Improvements") all such work to be done as ordered by the Board of Directors of the Association. Maintenance of the aforesaid street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of the Developer's and its affiliates' responsibility to any governmental agencies of any kind with respect to the Improvements and the Common Areas and shall indemnify and hold the Developer and its affiliates harmless with respect thereto.

All work pursuant to this Section and all expenses incurred hereunder shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of the right to use the Common Areas.

The Association shall maintain the outside portion of the wall (the side thereof not facing the Property) constructed by the Developer along the perimeter of the Property, if any; whereas each Owner shall maintain the inside portion of that wall as well as any other wall or fence that is on the Owner's lot. The Owner shall not make any structural changes in the wall, including, but not limited to, change of paint color on the outside of the wall, without the express written approval of the Association.

4. **Utility Easements.** Use of the Common Areas for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration. The Developer and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Areas for the installation and maintenance of community and cable TV and security and other similar underground television, radio and security cables for service to the Lots and other portions of the Property.

5. **Public Easements.** Fire, police, health and sanitation, park maintenance, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

6. **Ownership and Maintenance.** Beginning from the date on which this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas (Whether or not then conveyed or to be conveyed to the Association or Polk County as the case may be), such maintenance to be performed in a continuous and satisfactory manner. The Developer and its affiliates shall have the right

SPACE RESERVED FOR RECORDING

from time to time to enter upon the Common Areas and other portions of the Property for the purpose of construction, reconstruction, repair, replacement, and alteration of any Improvements or facilities on the Common Areas or elsewhere on the Property, that the Developer and its affiliates elect to effect, and to use the Common Areas and other portions of the Property for sales, displays and signs of any portion of the Property. Without limiting the generality of the foregoing the Developer and its affiliates shall have the specific right to maintain upon any portion of the Property sales, administrative, construction, and other offices without charge, and appropriate easements of access and use are expressly reserved unto the Developer and its affiliates, and its and their successors, assigns, employees, and contractors, for this purpose. Any obligation to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Developer shall not be liable for delays in such completion to the extent resulting from the above-referenced activities.

7. Drainage and Utility Easements Reserved by Declarant. Declarant hereby reserves an easement for installation, maintenance, and replacement of drainage and utilities facilities and equipment over, under, upon, and above: a strip of Land 7.5 feet wide along the shared boundaries of all contiguous Lots; a strip of Land 15 feet wide along all Lot boundaries that are not contiguous to another Lot; and a strip of Land 15' wide along the rear boundary of each Lot. Declarant shall have the right to dedicate or transfer the right to use this easement to one or more governmental entities or utilities. The easement created by this provision may be used to provide drainage or utilities services (including for example water, sewer, telephone, gas, electricity, cable television, and others) to all or portions of the Property or to any other property, for any use or intensity. Declarant may release or extinguish at its discretion all or any portion of this easement at any time or times.

8. Entrance Feature and Perimeter Wall. If Declarant has or does construct an entrance feature with wall, landscaping, or other improvements at the Subdivision's main entrance ("Entrance Feature"), or if the Declarant has or will construct a wall or fence along or near one or more boundaries of the Property ("Perimeter Wall"), then the Association shall be responsible for maintaining the Entrance Feature and Perimeter Wall; and Declarant hereby reserves an easement under, upon, and above those portions of the Property upon which the Entrance Feature and the Perimeter Wall are located for the purpose of constructing, maintaining, and replacing the Entrance Feature and the Perimeter Wall, and upon such portions of each Lot as the Association or Declarant may reasonably require in order to obtain access to and perform work on the Entrance Feature and Perimeter Wall.

9. Other Easements.

(a) The Owner of each Lot shall have an easement over and upon adjoining Lots and the Common Areas for the purpose of allowing such Owner to maintain and repair air-conditioning compressors, air-conditioning equipment, meters, and other equipment serving such Owner's Lot which may be located on or extending onto such adjoining Lots or Common Areas.

In the event any portion of any Lot (or of the improvements thereon) encroaches upon the Common Areas as a result of the construction, reconstruction, repairs, shifting, settlement or moving of any

portion of the Property, a valid easement for the encroachment is hereby created and granted. Notwithstanding the foregoing, no easement for an encroachment shall exist for any encroachment occurring due to the willful conduct of an Owner. The Association is granted an easement over the Lot of each Owner for the purpose of enforcing the provisions of this Declaration, and may go upon any Lot as necessary to remedy, remove, or repair any cause or condition that constitutes a violation of any provision of this Declaration. If the Association, after notice to the Owner and failure to cure by the Owner, does in fact exercise its right to cure such a cause or condition, then all costs incident to the Association's actions shall become the personal obligation of the Owner and be imposed as a lien against the Lot in the same fashion as if those sums represented monies due for unpaid assessments.

(b) The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Development.

10. Encroachment Easements. Notwithstanding any other provisions contained in this Declaration, if any improvement constructed by the Declarant on a Lot encroaches upon any portion of the Common Area or adjoining Lot, then a perpetual easement appurtenant to the encroaching Lot shall exist for the duration of the encroachment. If any fence, roof, overhanging roof, or portion of an improvement constructed upon any Lot by Declarant encroaches or overlaps upon any other Lot or the Common Area, then, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or improvement is constructed shall exist for the duration of the encroachment.

11. Association Playground. Any playground, play areas or equipment or other recreational facilities furnished by the Declarant or the Association or erected within the Subdivision shall be used at the risk of the user, and neither the Declarant nor the Association shall be held liable to any person for any claim, damage, or injury occurring thereon or related to the use thereof.

12. FHA and VA Approval for Dedication. Notwithstanding any contrary provision of this Declaration, as long as there is a Class B membership, as that term is defined above, the Federal Housing Administration ("FHA") and the Veterans Administration ("VA") must approve any dedication of the Common Areas, failing which, such a dedication shall be violated by FHA or VA.

13. No Warranties Regarding Common Areas. No provision of this Declaration shall be construed as a covenant, representation, warranty, or agreement from Developer that Developer will provide any Common Areas, recreation facilities, or other amenities in connection with the Subdivision. Developer shall have no obligation to provide any such amenity unless Developer expressly agrees to do so in writing.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, each Owner of a Lot by acceptance of a deed or conveyance therefor, whether or not it

SPACE RESERVED FOR RECORDING

shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and charges for the maintenance, management, operation, and insurance of the Common Areas, administration of the Association, and for funding other permitted or required activities of the Association, including capital improvement assessments, assessments for maintenance, and all other charges and assessments hereinafter referred to, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against either all Lots or against particular Lots or Owners (to the exclusion of others). The annual, special, and other assessments, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who is the owner of the Lot against which the assessment is levied at the time when the assessment falls due. Except as provided herein with respect to special assessments which may be imposed on one or more Lots and Owners to the exclusion of others, all assessments imposed by the Association shall be imposed against all Lots equally.

All references in the Declaration to "Assessments" shall be deemed to include any and all of the aforesaid charges whether or not specifically mentioned.

2. Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively for maintenance of the Common Areas (including walls), for certain Lot maintenance, for capital improvements, insurance, property taxes, cash reserves (if any), and for promoting the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with them, their guests and tenants.

3. Specific Damage. Owners (on their behalf and on behalf of their children and guests) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain, or otherwise shall be directly liable to the Association for the cost of repairing damages or otherwise remedying the effects of their actions, and a special assessment may be levied therefor against such Owner or Owners. Such special assessments shall be subject to all of the provisions hereof relating to other Assessments, including, but not limited to, the lien and foreclosure rights and procedures.

4. Exterior Maintenance. Each Owner, except as contemplated specifically herein, shall maintain the structure and grounds on his Lot at all times in a clean, kempt, and attractive condition as provided elsewhere herein. Upon an Owner's failure to do so, the Association may at its option, after giving the Owner five (5) days written notice, do that which the Association deems necessary to place that Lot and the improvements thereon in full compliance with this Declaration; and all expenses of the Association for work performed or actions taken under this sentence shall be a lien and special assessment charged against the Lot on which the work was done, and shall be the personal obligation of all Owners of such Lot. No bids need to be obtained by the Association for any such work, and the Association shall designate the contractor or other service provider in its sole discretion.

5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Declaration shall commence as to all Lots on the first day of the month next following the recording of this Declaration, unless the Board shall designate another date, and shall be applicable

through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance in monthly installments, or in annual, semi-annual, or quarter-annual installments if so determined by the Board of Directors.

The assessment amount (and applicable installments) may be changed at any time by the Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year, but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

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

6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period.

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 reporting on 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 management company responsibility for collection of assessments.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms, or corporations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation and By-Laws, and all such powers shall be exercisable by the Board, unless expressly reserved for the Members.

7. Effect of Non-Payment: the Personal Obligation: the Lien: Remedies of the Association. If the Assessments (or installments) are not paid on the date(s) when due, then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest, and the cost of collection thereof, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors, and assigns. The personal obligation of the then Owner to pay such Assessment shall pass to his successors in title and recourse may be had against either or both, jointly and severally.

If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed, or the next 12 months worth of installments may be accelerated and become immediately due and

payable in full, and all such sums shall bear interest from the dates when due until paid at the highest lawful rate. The Association may bring an action at law against the Owner(s) personally obligated to pay the Assessment or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the Assessments and late charges are unpaid, and may foreclose the lien (in the manner permitted by Florida law for foreclosing a mortgage) against that Lot. The Association may pursue one or more of such remedies at the same time or successively, and reasonable attorneys' fees and costs of preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such Assessments, late charges, and interest. In the event a judgment is obtained, such judgment shall include all such sums as above provided and reasonable attorneys' fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to reasonable attorneys' fees in connection with any appeal of any such action. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of the Owner's Lot. No mortgagee holding a mortgage against a Lot is required to collect Assessments levied against that Lot. An Owner's failure to pay an Assessment shall not by operation of this Declaration constitute a default under any mortgage encumbering the Owner's Lot.

Failure of the Association to send or deliver bills shall not relieve Owners from their obligations hereunder.

8. Subordination of the Lien. The lien of the Assessments provided for in this Article shall be a lien superior to all other liens except real estate tax liens and the lien of any mortgage to any Institutional Lender now or hereafter encumbering a Lot. Notwithstanding the foregoing, an Institutional Lender, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots subject to assessment. No purchaser at a foreclosure sale, and no persons claiming by, through or under an Institutional Lender acquiring title to a Lot through foreclosure or a deed in lieu thereof, shall be personally obligated to pay Assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

9. Access at Reasonable Hours. The Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day for the purpose solely of performing exterior maintenance on the Lot authorized by this Declaration, and shall also have a reasonable right of entry upon any Lot to make emergency repairs or to do other work reasonably necessary for the proper maintenance or operation of the Subdivision.

10. The Developer's Assessment. The Developer, as a Lot Owner, shall be relieved from the obligation of paying Assessments levied against Lots owned by the Developer, but instead shall be obligated

to pay the Association all sums in excess of sums due from other Owners which are necessary to pay the actual expenses of the Association.

11. Cash Reserves. The Association may establish and maintain, out of regular assessments for common expenses, an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas, and for other reasons.

12. Exempt Property. All properties dedicated to, and accepted by a local public authority shall be exempt from the assessments created herein.

ARTICLE V ARCHITECTURAL APPROVAL AND USE RESTRICTIONS

1. Residential Lots. All Lots in the Subdivision shall be used solely for single-family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than (a) one detached single-family dwelling not to exceed two (2) stories in height; (b) a private garage for not more than two (2) cars; and (c) a separate storage building.

2. Approval of Construction Plans. No building, fence, or other improvement shall be erected, placed, or altered on any Lot until the construction plans and specifications and a survey showing the location of any such structure or improvement have been approved by the Architectural Control Committee (the "Committee") as to the quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevations. The Committee shall be appointed by the Board, and may consist of as few as one person. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then Owners of a majority of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to modify, delete, or restore to it any of the Committee's powers or duties. The Committee, in its sole discretion, may grant any variation, modification or waiver of this Declaration and a written approval by the Committee of such variation, modification, or waiver shall be binding on all Owners.

3. Committee Approval/Disapproval. The Committee's approval or disapproval as required in this Declaration shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove the construction of proposed improvements on a Lot within thirty (30) days after plans and specifications have been submitted in writing to the Committee, or in any event, no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have fully been complied with.

4. Nuisance. No Owner shall cause or permit a nuisance upon his Lot. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing

that will cause the Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property.

5. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Subdivision.

6. Owner's Maintenance Responsibility. All maintenance of the Lot and all structures, parking areas and other improvements thereon shall be the sole responsibility of the Owner, who shall maintain his Lot in a manner consistent with this Declaration and with the standard of the Subdivision as a whole which the Board or its designees in their sole discretion may determine has been established by the prevalent practices, uses and appearance, throughout the Subdivision. If the Board determines that (a) any Owner has failed or refused to discharge properly his obligations for the maintenance, repair, or replacement of items for which he is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part, then, the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, if that maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed with due diligence and in accordance with the provisions hereof. If the Owner fails to so perform the necessary work, the Association may do so at Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

7. Lot and Exterior Maintenance. In the event an Owner of any Lot shall fail to maintain the premises and the improvements or fences situated thereon in a manner satisfactory to the Board, the Association, after approval of the Board and thirty (30) days written notice to the Owner, shall have the right, through its agents and employees, to enter upon that Lot and to repair, clear, trim, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which that Lot is subject, which shall be due and payable thirty (30) days from the date the assessment is made. If the assessment is not paid when due and payable, interest shall be charged by the Association at the highest rate permitted by Florida law.

8. **Landscaping.** All Lots shall be attractively landscaped and well manicured. All Lots shall be fully sodded except in areas where other attractive landscaping features are placed. The Owner shall promptly resod any area on a Lot where sod has died or been removed. No portion of a Lot may be paved or similarly covered except as may be approved by the Board or its designee. No statuary, fountains, or similar lawn ornaments may be placed on a Lot in any location where it may be seen from adjacent property or from any street or right-of-way.

9. **Exterior Colors.** The exterior of all improvements, including, without limitation, residences, constructed, erected, allowed, or maintained upon any Lot must be painted or repainted in a color used by Declarant in the original construction and marketing of residences within the Subdivision.

10. **Fences.** No boundary wall, fence, or fencing-type barrier, including without limitation, shrubs and hedges shall be permitted with a height of more than six (6) feet. No such wall, fence, or similar barrier shall be placed, allowed, or maintained on a Lot without the prior written consent of the Committee. The Board or the Committee may issue guidelines detailing acceptable fence styles or specifications.

11. **Approval of All Improvements and Alterations.** The obligation to obtain Committee approval for improvements or alterations on a Lot shall apply to all construction, installation, excavation, demolition, and erection or any other activity that may change the configuration or appearance, permanently or temporarily, of a Lot or of improvements thereon. Without limiting the generality of the foregoing, approval of the Committee must be obtained for installation of tool sheds and other accessory buildings, swimming pools, installation of a fence or wall, and construction of patios or terraces.

12. **Detailed Plans.** All plans and specifications submitted for the Committee's approval shall show plot layout; all exterior elevations, with materials and colors therefor; all details of structural and mechanical design; driveway, garage, and parking improvements; drainage facilities; landscaping; and all other related details of development. Owner shall also provide such additional information and materials as the Committee may request.

13. **Release.** Neither the Declarant, Committee, the Association, nor Board, or any member, agent, or employee thereof, shall be liable in damages to anyone submitting plans and specifications to them for approval, or to any Owner or tenant of land affected by this Declaration, or to any other party or person by reason of any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any such plans, or an improvement or development constructed pursuant thereto. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every Owner or lessee of any land affected by said plans, agrees by acquiring title to any interest therein, that he will not bring any action or suit against the Declarant, Committee, the Association, or the Board to recover any such damages.

14. **Building Requirements.** The ground floor area (air conditioned and under roof) of the dwelling on each Lot, exclusive of any garage and enclosed porch shall not be less than 1000 square feet. The minimum building setbacks shall be those required by Polk County, Florida.

15. **Impermissible Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence, or be used otherwise for dwelling purposes, either temporarily or permanently.

16. **Mailboxes.** All mailboxes shall be of the same type as that originally installed by the Declarant. Each Owner shall always maintain his or her mailbox in a clean and attractive condition and in good repair.

17. **Sports and Recreational Equipment.** No basketball standard, hoop and backboard, trampoline, or similar recreational or athletic equipment, shall be installed or allowed on any Lot unless the location, design, and appearance thereof is first approved by the Committee in the manner prescribed elsewhere in this Declaration. All such recreational and athletic equipment shall be installed in accordance with, and otherwise conform to the approval given by the Committee, and shall be maintained in a clean and attractive condition, and in good repair.

18. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs and cats may be kept provided they are not kept, bred, or maintained for commercial purposes or in numbers that the Board deems excessive.

19. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign of not more than four (4) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Notwithstanding the foregoing, Developer may place such signs at such locations within the Property as Developer may in its discretion desire.

20. **Trash Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials. All trash, garbage and other waste shall be kept in sealed sanitary containers and, except during pick-up, if required to be placed at the curb, all containers shall be kept out of sight from the street, and such containers shall not be placed at the curb earlier than the night before pick-up. There shall be no burning of trash or any other waste materials.

The Association has the right to remove trash, garbage and other waste, and containers, which are in violation of these covenants and restrictions, and the Lot Owner shall be required to pay the Association for its cost of removal in addition to a penalty of \$50.00 per day that such violation continues.

21. **Fences and Sight Distances at Intersections.** No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than twenty (20) feet behind the Front Dwelling Line. The term "Front Dwelling Line" for any Lot shall mean an imaginary line running parallel with the front lot line which is not nearer to any street than the minimum setback line established by the applicable zoning authority, and is the same distance from the front lot line as that part of the dwelling on that Lot (excluding any garage or carports) that is nearest to the front lot line. No dog runs, animal pens, or fences of any kind shall be permitted on any Lot except as approved in accordance with this Declaration. Fences shall only be

SPACE RESERVED FOR RECORDING

constructed of materials approved in writing by the Committee. All property located at street intersections shall be landscaped to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

22. Garages. All dwellings constructed on the Lots shall be equipped with an enclosed garage with a minimum capacity for two (2) cars. No garage may be modified for use as living space. No open carports shall be permitted on any Lot.

23. Parking and Vehicular Restrictions. No disabled vehicles, campers, camping trailers, trailers, or any unsightly or bulky machinery or equipment shall be placed or allowed to remain in the front or side yards of any Lot. No vehicles shall be parked in the Subdivision except on a paved street, paved driveway, or in a garage. Parking in the Subdivision shall be restricted to private automobiles and passenger vans, and only within the parking areas designated for that purposes. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle, upon any portion of the Property, except in an enclosed area with the doors to that area closed at all times.

No commercial vehicles, or campers, mobile homes, motor homes, house trailers or trailers of any type, recreational vehicles, motorcycles, mopeds, boats, or vans, shall be permitted to be parked or to be stored at any place within the Property, except in spaces for some or all of the above specifically designated by the Developer. For purposes of this Section, "commercial vehicles" shall mean those which are not designated and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive of whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services, nor to any vehicles of the Developer. No overnight on-street parking or parking on lawns shall be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in this Declaration or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of the vehicle if the vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of that vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of the towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

24. Clothesline, Antennas, Etc. Clothes hanging devices exterior to a dwelling shall be permitted only in backyards in a location that is not visible from any street or other Lot or Common Area. No exterior antenna or aerial, whether dish or conventional, shall be permitted, unless located against the rear wall of the dwelling, and also provided such antenna or aerial does not extend at any point above the roof of the dwelling.

25. **Drainage and Utility Easements.** Easements for the installation and maintenance of drainage and utility facilities have been reserved as shown on the recorded plat of the Subdivision. Within these easements, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water to or within the drainage channels in the easements. The easement area of each Lot and all improvements placed therein shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company has assumed responsibility.

26. **Owner Liability.** Notwithstanding any contrary provision hereof, absolute liability is not imposed on any Owner for damage to Lots or Common Areas.

27. **Casualties.** In the event that improvements on a Lot, in whole or in part, are destroyed by casualty or otherwise, or in the event any improvements upon the Common Areas are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration, and shall prosecute the rebuilding or repair thereof with due diligence, without interruption.

28. **Compliance by Owners.** Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors.

29. **Enforcement.** Failure of an Owner to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement, including reasonable attorneys' fees actually incurred, and court costs.

30. **Occupants Bound.** All provisions of the Declaration, By-Laws, and of any rules and regulations or use restrictions promulgated pursuant thereto that govern the conduct of Owners and that provide for sanctions against Owner shall also apply to all occupants, guests, and invitees of any Lot. Every Owner shall cause all occupants of the Owner's Lot to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Property or incurred by the Association or by another Owner caused by those occupants, notwithstanding the fact that those occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

31. **Fines.** In addition to all other remedies, in the sole discretion of the Board of Directors a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) **Notice.** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why penalties should not be imposed. At least six (6) days notice of such meeting shall be given.

(b) **Hearing.** The alleged violation shall be presented to the Board of Directors, after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses. If the impartiality of the Board is objected to by the Owners, the Board shall appoint three (3) impartial Members to a special hearing panel.

(c) **Penalties.** The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(i) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(iii) Third and subsequent non-compliance or a violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(d) **Payment of Penalties.** Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) **Collection of Fines.** Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth herein.

(f) **Application of Penalties.** All monies received from fines shall be allocated as directed by the Board of Directors, subject always to the provisions of this Declaration.

(g) **Non-Exclusive Remedy.** These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

32. **Self-Help.** In addition to any other remedies provided for herein or permitted by law, the Association or its authorized agent shall have the power to enter upon a Lot or any portion of the Common Areas to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-Laws, or other applicable restrictions. Unless an emergency situation

exists, the Board shall give the violating Lot Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

33. Notices to Member or Owner. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been sent when personally delivered or mailed, post-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

34. Other Annexation of Property. Land may be annexed to the Property with the consent of two-thirds (2/3) of the Members with the approval of the Federal Housing Administration and the Veterans Administration as long as there is a Class B membership. Such annexation shall become effective upon the recording of an amendment to this Declaration evidencing the annexation in the Public Records of Polk County.

35. Platting. As long as there is a Class B membership, the Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of an Owner.

36. FHA/VA Approval. Notwithstanding any contrary provision of this Declaration, so long as a Class B membership exists additional properties may not be annexed or made subject to this Declaration without the approval to do so of the Federal Housing Administration and the Veterans Administration.

37. Short-Term Rentals. Short-Term Rentals are allowed within the subdivision. A "Short-Term Rental" is defined as follows:

A dwelling unit which is made available more than three (3) times a year for periods of fewer than thirty (30) days or one (1) calendar month at a time, whichever is less, for use, occupancy or possession by the public, regardless of the form of ownership of the unit. Dwelling units commonly referred to as "timeshares," "vacation rentals," and "holiday rentals" which possess the above characteristics are included within this definition. Bed and breakfast establishments are excluded from the definition.

ARTICLE VI GENERAL PROVISIONS

1. Surface Water Management System. The Subdivision includes improvements, features, equipment, and other devices for the management of surface and storm water (the "Surface Water Management System"). The components of the Surface Water Management System for all purposes shall be deemed to be Common Areas, and as such shall be operated and maintained by the Association. Dues and assessments permitted to be levied by the Association shall include funds that the Association projects

are necessary for operation, maintenance, repair, and replacement of the various components of the Surface Water Management System. Notwithstanding any contrary provision of this Declaration, no amendment to this Declaration that would affect the Surface Water Management System shall be effective unless it is first approved in writing by the Southwest Florida Water Management District.

2. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association, the Committee, and any Owner and their respective legal representatives, heirs, successors, and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of seventy-five percent (75%) of all the Lots subject hereto has been recorded agreeing to revoke this Declaration. Provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

3. **Enforcement.** Enforcement of these covenants and restrictions shall be accomplished by either the Association or any Owner by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and 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. Court costs and reasonable attorneys' fees for a proceeding at law or in equity to enforce this Declaration, including any appeal thereof, shall be borne by the Owner(s) against whom the suit has been filed.

4. **Severability.** Invalidation of any one of these covenants or restrictions or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

5. **Amendment.** In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, or added to at any time and from time to time upon the execution and recording of an instrument executed by the Developer alone, for so long as it or its affiliates holds title to any Lot affected by this Declaration; or alternatively by approval at a meeting of Owners holding not less than two-thirds (2/3) votes of the membership in the Association; provided, however, that so long as the Developer or its affiliates is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. Further, no provision of this Declaration may be amended if such provision is required to be included herein by any law. The foregoing three (3) sentences may not be amended. Without limiting the generality of the foregoing paragraph, the Developer specifically reserves the right to amend this Declaration in order to comply with the requirements of the Federal Housing Authority, Veteran's Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or Polk County. Notwithstanding any of the foregoing, as long as there

4022

2201

POLK OFF. REC. PAGE

SPACE RESERVED FOR RECORDING

is Class B membership the Federal Housing Administration or Veterans Administration must approve any amendment to this Declaration.

The Developer shall have the right at any time within six (6) years from the date hereof to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any Institutional Lender without their written consent.

6. Effective Date. This Declaration shall become effective when recorded in the Public Records of Polk County, Florida.

7. Conflicts. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

8. Standards for Consent, Approval, Completion, Other Action and Interpretation. Unless otherwise provided herein, whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Association or the Committee, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate.

9. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantee for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Developer and the Association (or either of them as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

10. Covenants Running With the Land. Anything to the contrary herein notwithstanding, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to the Property. If any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order

that the paramount goal of the parties affected hereby (that these covenants and restrictions run with the land as aforesaid) be achieved.

11. **Indemnification.** The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each officer and director free and harmless against all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if insurance is reasonably available.

12. **Waiver of Minor Violations.** Where an improvement is submitted to the Board or its designee for approval or where an improvement has been erected or the construction thereof is substantially advanced and its construction would constitute a violation of these covenants or it is situated on any Lot in a manner that violates any of these covenants, the Board, its designee, or the Declarant, its successors, and assigns, shall have the right to release the offending Lot or portions thereof from those provisions that are violated; provided, however, that the Board, its designee, or Declarant, its successors and assigns, shall not release a violation or violations of any of these covenants except those violations they, in their sole discretion, determine to be minor.

13. **Construction and Sale Period.** It is understood that this Declaration is intended to proscribe use of the Lots by the occupants thereof after improvement of a Lot is completed and Declarant has sold the Lot. This Declaration is not intended to proscribe or restrict Declarant's efforts to improve or market Lots. Accordingly, no provision of this Declaration shall be construed to preclude activities necessary in Declarant's sole discretion effectively or efficiently to construct any improvements within the Property or to market any Lot, nor to impose any requirements that Declarant determines in its sole discretion to be unreasonable or inapplicable to Declarant as developer of the Property. Without limiting the generality of the foregoing, no provision of this Declaration shall be construed to:

- (1) preclude operation of a sales office or of sales activities within the Property by Declarant or its agents or assigns;

SPACE RESERVED FOR RECORDING

- (2) preclude Declarant or its agents or assigns from erecting signs, flags, banners, or the like within the Property;
- (3) preclude Declarant or its agents or assigns from maintaining trailers, sheds, or other similar structures on a Lot;
- (4) prohibit Declarant from parking or placing of construction or commercial vehicles within the Property;
- (5) require Declarant to remove construction rubbish or waste from any Lot under construction; or
- (6) require landscaping of any Lot before Declarant has sold it.

To the extent any other provision of this Declaration may be subject to construction contrary to this provision, that provision shall be deemed not to apply to Lots owned by Declarant until the Lot is improved and occupied.

14. **Declarant's Easements.** Notwithstanding any other provision hereof, Declarant shall be allowed to improve and market the Lots in whatever manner Declarant deems desirable to the extent that any provision of this Declaration would restrict Declarant's efforts to improve or sell a Lot, that provision shall be deemed to apply only after Declarant has improved and sold the applicable Lot. Notwithstanding any provisions contained in this Declaration, the By-Laws, Articles of Incorporation, rules and regulations, and any amendments to any of the foregoing, Declarant hereby expressly reserves unto itself and its successors and assigns a non-exclusive, perpetual rights, privilege, and easement with respect to the Property for the benefit of Declarant, its successors, and assigns over, under, in and on the Property, without obligation and without charge to Declarant, for the purposes of taking all actions related to or connected with construction, installation, relocation, development sale, maintenance, repair, replacement, use and enjoyment, or otherwise dealing with the Property and any other property now owned or which may in the future be owned by Declarant, (such other property is hereinafter referred to as "Additional Property"). The reserved easement shall constitute a burden on the title to the Property and specifically includes, but is not limited to:

(a) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in the Subdivision; and the right to tie into any portion of the Property with driveways, parking areas, and walkways; and the right to tie or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under or over the Property; and

(b) the right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, and sales offices in the Subdivision.

8022
POLK OFF. REC. PAGE
SPACE RESERVED FOR RECORDING

(c) No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property, including, without limitation, the Property, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quit-claim deed from Declarant releasing such right, privilege, or easement by express reference thereto.

15. Discretion of Board To Interpret Declaration. The Board shall have exclusive authority to interpret the meaning and requirements of each provision of this Declaration. All such interpretations of the Board, absent manifest error or abuse, shall be binding upon all Owners and their Lots.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 14 day of April, 1998.

DEAN HOMES, INC.

Signature: [Signature]
Print Name: James R. Pratt
Signature: [Signature]
Print Name: FRAN L. HAAG

[Signature]
R. Lloyd Warren, President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14 day of April, 1998, by R. Lloyd Warren, as President of Dean Homes, Inc., a Florida corporation, on behalf of the corporation. He is (a) personally known to me or (b) has produced _____ as identification.

NOTARY PUBLIC
Signature: [Signature]
State of Florida
MY COMMISSION EXPIRES:



James R. Pratt
MY COMMISSION # CC493882 EXPIRES
February 4, 2002
BONDED THRU TROY FAH INSURANCE, INC.

POLK OFF. REC. PAGE

SPACE RESERVED FOR RECORDING

JOINDER AND CONSENT OF MORTGAGEE

First Union National Bank of Florida, being the owner and holder of that certain mortgage recorded February 1, 1996 in Official Records Book 3720, Page 205, Public Records of Polk County, Florida, encumbering the parcel of real property described in the foregoing Declaration of Easements, Covenants, Conditions and Restrictions for Pinewood Subdivision Phases II and III hereby consents to and joins in the filing of this Declaration of Easements, Covenants, Conditions and Restrictions for the Pinewood Subdivision.

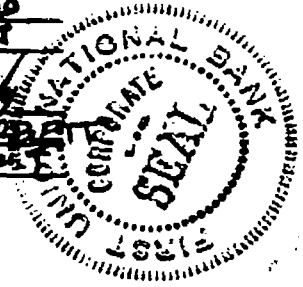
Signed, sealed and delivered in the presence of:

[Signature] Name: Sandy Bryan

[Signature] Name: Joan Lee

By: [Signature] Name: Robert E. Dadd Title: Vice President

Attest: [Signature] Name: John L. Corbett Title: Vice President



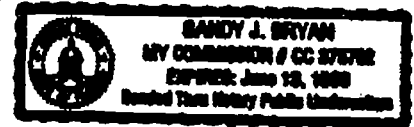
(CORPORATE SEAL)

STATE OF FLORIDA COUNTY OF Polk

BEFORE ME, the undersigned authority personally appeared Robert Dadd and John Corbett, personally known to me and known to me to be respectively, the Vice President and Vice President of First Union National Bank of Florida, and they duly acknowledged to and before me, under oath, that they executed the within instrument as such officers of such Corporation for the uses and purposes therein expressed pursuant to lawful authority given to them and that they know the seal of said Corporation and that the seal of said Corporation is affixed to the within instrument by like authority.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of April, 1998.

NOTARY PUBLIC Signature: [Signature] Print Name: Sandy J. Bryan State of Florida at Large MY COMMISSION EXPIRES:





SPACE RESERVED FOR RECORDING

JOINDER AND CONSENT OF MORTGAGEE

Regions Bank, N.A., being the owner and holder of that certain mortgage recorded in Official Records Book 3596, Page 242, as modified in Official Records Book 3860, Page 79, Public Records of Polk County, Florida, encumbering the parcel of real property described in the foregoing Declaration of Easements, Covenants, Conditions and Restrictions for Pinewood Subdivision Phases II and III hereby consents to and joins in the filing of this Declaration of Easements, Covenants, Conditions and Restrictions for the Pinewood Subdivision.

Signed, sealed and delivered in the presence of:

Kathryn R Castle
Name: KATHRYN R CASTLE

Martha A Mitts
Name: MARTHA A. MITTS

By: [Signature]
Name: Joe S. Lambert
Title: Vice President

Attest: [Signature]
Name: Daniel F. Williams
Title: V.P.

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Duval

BEFORE ME, the undersigned authority personally appeared Joe Lambert and Daniel F. Williams, personally known to me and known to me to be respectively, the Vice President and Vice President of Regions Bank, N.A., a national association, and they duly acknowledged to and before me, under oath, that they executed the within instrument as such officers of such Corporation for the uses and purposes therein expressed pursuant to lawful authority given to them and that they know the seal of said Corporation and that the seal of said Corporation is affixed to the within instrument by like authority.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of April, 1998.



OFFICIAL SEAL
KATHRYN R. CASTLE
MY COMMISSION EXPIRES
NOVEMBER 29, 1999
COMMISSION #CC512670

NOTARY PUBLIC
Signature: Kathryn R Castle
Print Name: KATHRYN R. CASTLE
State of Florida at Large
MY COMMISSION EXPIRES:

POLK OFF. REC. PAGE

SPACE RESERVED FOR RECORDING

JOINDER AND CONSENT OF MORTGAGEE

Regions Bank, N.A., formerly known as First Mercantile Bank, owner and holder of that certain Mortgage Modification and Spreader Agreement and Notice of Future Advance, recorded in Official Records Book 3928, Page 1927, Public Records of Polk County, Florida, modifying that certain mortgage recorded in Official Records Book 4727, beginning at Page 3038, as modified by that certain Modification Agreement recorded in Official Records Book 5050, beginning at Page 4801, and that certain Modification Agreement recorded in Official Records Book 5129, Page 1201, and by a certain Modification Agreement recorded in Official Records Book 5337, Page 3599, all in the Public Records of Orange County, Florida, encumbering the parcel of real property described in the foregoing Declaration of Easements, Covenants, Conditions and Restrictions for Pinewood Subdivision Phases II and III hereby consents to and joins in the filing of this Declaration of Easements, Covenants, Conditions and Restrictions for the Pinewood Subdivision.

Signed, sealed and delivered in the presence of:

Kathryn R Castle
Name: Kathryn R Castle

Martha A Mitts
Name: Martha A. Mitts

By: [Signature]
Name: Joe S. Lambert
Title: Vice President

Attest: [Signature]
Name: Daniel F. Williams
Title: V.P.

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SULLY

BEFORE ME, the undersigned authority personally appeared Joe S. Lambert and Daniel F. Williams, personally known to me and known to me to be respectively, the Vice President and Vice President of Regions Bank, N.A., a national association, and they duly acknowledged to and before me, under oath, that they executed the within instrument as such officers of such Corporation for the uses and purposes therein expressed pursuant to lawful authority given to them and that they know the seal of said Corporation and that the seal of said Corporation is affixed to the within instrument by like authority.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of April, 1998.



OFFICIAL SEAL
KATHRYN R. CASTLE
MY COMMISSION EXPIRES
NOVEMBER 29, 1999
COMMISSION #CCS12670

NOTARY PUBLIC
Signature: Kathryn R Castle
Print Name: Kathryn R Castle
State of Florida at Large
MY COMMISSION EXPIRES:

4022 2208

FOLK OFF. REC. PAGE

SPACE RESERVED FOR RECORDING

Exhibit "A"

Legal Description

Phase II:

PINEWOOD COUNTRY ESTATES, PHASE 2, recorded in Plat Book 104, Pages 23, of the Public Records of Polk County, Florida.

Phase III:

A PORTION OF SHADY LAWN ACRES ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 11 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND A PORTION OF SOUTHEAST ONE-QUARTER (SE $\frac{1}{4}$) OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 27 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF PINEWOOD COUNTRY ESTATES ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 88, PAGE 31 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THENCE NORTH 89° 37' 42" EAST ALONG THE NORTH LINE OF SAID PINEWOOD COUNTRY ESTATES, 329.75 FEET. THENCE NORTH 00° 16' 04" WEST ALONG THE EAST LINE OF THE WEST ONE-HALF (W $\frac{1}{2}$) OF THE SOUTHEAST ONE-QUARTER (SE $\frac{1}{4}$) OF THE NORTHWEST ONE-QUARTER (NW $\frac{1}{4}$) OF THE SOUTHEAST ONE-QUARTER (SE $\frac{1}{4}$) OF SAID SECTION 2, A DISTANCE OF 300.00 FEET; THENCE SOUTH 89° 37' 42" WEST, 659.62 FEET; THENCE SOUTH 00° 17' 22" EAST ALONG THE WEST LINE OF THE EAST ONE-HALF (E $\frac{1}{2}$) OF THE WEST ONE-HALF (W $\frac{1}{2}$) OF THE SOUTHWEST ONE-QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST ONE QUARTER (SE $\frac{1}{4}$) OF SAID SECTION 2 AND THE NORTHERLY EXTENSION THEREOF, 1224.95 FEET; THENCE NORTH 89° 36' 15" EAST ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1456, PAGE 536, A DISTANCE OF 269.98 FEET; THENCE SOUTH 00° 13' 15" EAST ALONG THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1456, PAGE 536, A DISTANCE OF 364.83 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE (RADIAL LINE THRU SAID POINT BEARS SOUTH 03° 58' 53" WEST); THENCE EASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE, BEING CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5779.58 FEET, A CENTRAL ANGLE OF 00° 35' 47", AN ARC DISTANCE OF 60.16 FEET (THE LAST COURSE DESCRIBED BEING COINCIDENT WITH THE NORTHERLY RIGHT-OF-WAY OF COUNTY ROAD 54 AS RECORDED IN MAP BOOK 1, PAGE 92); THENCE NORTH 00° 16' 43" WEST ALONG THE WESTERLY BOUNDARY OF SAID PINEWOOD COUNTRY ESTATES AND THE SOUTHERLY EXTENSION THEREOF, 1294.54 FEET TO THE POINT OF BEGINNING.

Prepared by and return to:
James R. Pratt, Esquire/dp
Graham, Clark, Jones, Pratt & Merks
369 North New York Avenue
P.O. Drawer 1690
Winter Park, Florida 32790

3385 1674
POLK OFF. REC. PAGE

**DECLARATION OF EASEMENTS, COVENANTS
CONDITIONS, AND RESTRICTIONS
for the
PINEWOOD SUBDIVISION**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PINEWOOD SUBDIVISION (the "Declaration") is made this 19 day of April, 1994 by DEAN HOMES, INC., a Florida corporation (the "Developer"). The address of the Developer is 2800 Hansrob Road, Orlando, Florida 32804.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property in Polk County, Florida, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the Developer has established a land use plan for the Property and the Developer plans to develop the Property and cause or allow the construction on the developed lots of single-family detached residential dwellings; and

WHEREAS, in order to preserve and protect the value and desirability of the Property, the Developer deems it prudent to place this Declaration of record and to subject the Property to the matters set forth below.

NOW, THEREFORE, the Developer hereby declares that all of the Property shall be held, sold, transferred and conveyed subject to the following easements, restrictions, covenants, and conditions. These easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property as a residential community for high standards, quality, and beauty, and shall run with the Property and be binding on all persons and entities having or hereafter acquiring any rights, title or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner of the Property or any portion thereof or hereafter acquiring.

**ARTICLE I
DEFINITIONS**

1. Definitions. The terms used in this Declaration shall have the meanings set forth below unless the context otherwise requires:

A. "Association" shall mean and refer to an entity formed or to be formed known as the PINEWOOD HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, and its successor and assigns.

B. "Board of Directors" or "Board" shall mean the directors serving as such from time to time under the Articles of incorporation and the By-Laws of the Association.

DEPT 115 89.00
DEPT 291 11.50
CHECKS: 100.50
8048ARIM

88
05/09/94

C. "Common Areas" shall mean those portions of the Property that are not included in any Lot and that are owned or maintained by the Association for the common use and enjoyment of the Owners, plus all property designated as Common Areas in any future recorded supplemental declaration, together with the landscaping and any improvements thereon. Common Areas shall include all structures and walls built by the Developer and transferred to the Association, including walls and fences erected along any boundary of the Property, subdivision entry features, and landscape buffers. The Common Areas presently intended to be owned by the Association for the common use and enjoyment of the Owners are described as follows: Tract "A", Tract "B", Tract "C", and Tract "D", as reflected on the Plat that has been or will be recorded of the Subdivision.

D. "Developer" shall mean and refer to DEAN HOMES, INC., a Florida corporation, its successors and assigns (subject to the terms, conditions, and restrictions as may be imposed on an assignment of Developer's rights). The Developer may assign all or only a portion of its rights hereunder; and Developer may assign all or a portion of its rights with respect only to specified portions of the Property. In the event of a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer specifically assigned to it. Any such assignment may be exclusive or nonexclusive.

E. "Subdivision" shall mean and refer to the Property as it is developed pursuant to this Declaration, or any property annexed thereto pursuant to this Declaration.

F. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or company, Federal National Mortgage Association, the Developer, or any affiliate of the Developer, or other lender generally recognized as an institution type lender, which holds a mortgage on one or more of the Lots.

G. "Lot" shall mean and refer to any portion of the Property, described by lot or fractional lot, or by metes and bounds, with the exception of the Common Areas, and intended to be conveyed by the Developer to builders or individual purchasers for the site of one single-family residence.

H. "Member" shall mean and refer to all those Owners who are members of the Association.

I. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot.

J. "Property" shall mean and refer to that certain real property heretofore described on Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of this Association.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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. Any person or entity who holds an interest in a Lot merely as a security for the performance of an obligation shall not be a Member.

2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners except the Developer (as long as the Class B membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, they may exercise a total of only one vote for that Lot, and the applicable Members shall exercise the vote for such Lot in the manner set forth in the By-Laws of the Association.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote for each Lot owned by the Developer, plus two (2) votes for each vote that the Class A Members are entitled to cast at any time and from time to time. The Class B membership shall cease and terminate and be converted to Class "A" membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the Developer no longer owns record title to any portion of the Property; or
- (b) Six (6) years from the date of the recording of this Declaration; or
- (c) At the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

3. General Matters. When reference is made herein, or in the Articles, By-Laws, rules and regulations adopted by the Association, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to refer to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE III PROPERTY RIGHTS IN THE COMMON AREAS; OTHER EASEMENTS

1. Members Easements. Each Member, and each tenant, agent and invitee of such Member, shall have a non-exclusive perpetual easement of enjoyment in, over, and upon the Common Areas in common with all other Members, their tenants, agents and invitees, in such manner as may be regulated by the Association. No person entitled to so use and enjoy the Common Areas may do so in any manner inconsistent with their intended use or purpose.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Common Areas in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of the Property from time to time recorded.

(b) The right of the Association to adopt, at any time and from time to time, and enforce rules and regulations governing, among other things, the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(c) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all permitted user's immediate family who reside with him, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

(d) The right of the Developer to permit such persons as the Developer shall designate to use the Common Areas and all recreational facilities thereon (if any).

(e) The right of the Association, by a two-thirds (2/3) affirmative vote of the entire membership, to dedicate, sell, or transfer all or portions of the Common Areas to a public agency under such terms as the Association deems appropriate, and to create or contract with special taxing districts for lighting, roads, recreational or other services, security, or communications, or other similar purposes deemed appropriate by the Developer (to which such creation or contract all Owners hereby consent).

2. Easement Appurtenant. The rights and easements provided in the Section above entitled "Members Easements" shall be appurtenant to and shall pass with the title to each Lot.

3. Maintenance. The Association shall maintain in good repair and shall manage, operate and insure, and shall replace as often as necessary, the Common Areas and the paving, drainage structures, street lighting fixtures and appurtenances, landscaping, improvements and other structures (except utilities) situated or built on the Common Areas, if any, (the "Improvements") all such work to be done as ordered by the Board of Directors of the Association. Maintenance of the aforesaid street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of the Developer's and its affiliates' responsibility to any governmental agencies of any kind with respect to the Improvements and the Common Areas and shall indemnify and hold the Developer and its affiliates harmless with respect thereto.

All work pursuant to this Section and all expenses incurred hereunder shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of the right to use the Common Areas.

The Association shall maintain the outside portion of the wall (the side thereof not facing the Property) constructed by the Developer along the perimeter of the Property, if any; whereas each Owner shall maintain the inside portion of that wall as well as any other wall or fence that is on the Owner's lot. The Owner shall not make any structural changes in the wall, including, but not limited to, change of paint color on the outside of the wall, without the express written approval of the Association.

4. Utility Easements. Use of the Common Areas for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration. The Developer and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Areas for the installation and maintenance of community and cable TV and security and other similar underground television, radio and security cables for service to the Lots and other portions of the Property.

5. Public Easements. Fire, police, health and sanitation, park maintenance, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

6. Ownership and Maintenance. Beginning from the date on which this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas (Whether or not then conveyed or to be conveyed to the Association or Polk County as the case may be), such maintenance to be performed in a continuous and satisfactory manner. The Developer and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of the Property for the purpose of construction, reconstruction, repair, replacement, and alteration of any improvements or facilities on the Common Areas or elsewhere on the Property, that the Developer and its affiliates elect to effect, and to use the Common Areas and other portions of the Property for sales, displays and signs of any portion of the Property. Without limiting the generality of the foregoing the Developer and its affiliates shall have the specific right to maintain upon any portion of the Property sales, administrative, construction, and other offices without charge, and appropriate easements of access and use are expressly reserved unto the Developer and its affiliates, and its and their successors, assigns, employees, and contractors, for this purpose. Any obligation to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Developer shall not be liable for delays in such completion to the extent resulting from the above-referenced activities.

7. Drainage and Utility Easements Reserved by Declarant. Declarant hereby reserves an easement for installation, maintenance, and replacement of drainage and utilities facilities and equipment over, under, upon, and above: a strip of Land 7.5 feet wide along the shared boundaries of all contiguous Lots; a strip of Land 15 feet wide along all Lot boundaries that are not contiguous to another Lot; and a strip of Land 15' wide along the rear boundary of each Lot. Declarant shall have the right to dedicate or transfer the right to use this easement to one or more governmental entities or utilities. The easement created by this provision may be used to provide drainage or utilities services (including for example water, sewer, telephone, gas, electricity, cable television, and others) to all or portions of the Property or to any other property, for any use or intensity. Declarant may release or extinguish at its discretion all or any portion of this easement at any time or times.

8. Entrance Feature and Perimeter Wall. If Declarant has or does construct an entrance feature with wall, landscaping, or other improvements at the Subdivision's main entrance ("Entrance Feature"), or if the Declarant has or will construct a wall or fence along or near one or more boundaries of the Property ("Perimeter Wall"), then the Association shall be responsible for maintaining the Entrance Feature and Perimeter Wall; and Declarant hereby reserves an easement under, upon, and above those portions of the Property upon which the Entrance Feature and the Perimeter Wall are located for the purpose of constructing, maintaining, and replacing the Entrance Feature and the Perimeter Wall, and upon such portions of each Lot as the Association or Declarant may reasonably require in order to obtain access to and perform work on the Entrance Feature and Perimeter Wall.

9. Other Easements.

(a) The Owner of each Lot shall have an easement over and upon adjoining Lots and the Common Areas for the purpose of allowing such Owner to maintain and repair air-conditioning compressors, air-conditioning equipment, meters, and other equipment serving such Owner's Lot which may be located on or extending onto such adjoining Lots or Common Areas.

In the event any portion of any Lot (or of the improvements thereon) encroaches upon the Common Areas as a result of the construction, reconstruction, repairs, shifting, settlement or moving of any portion of the Property, a valid easement for the encroachment is hereby created and granted. Notwithstanding the foregoing,

no easement for an encroachment shall exist for any encroachment occurring due to the willful conduct of an Owner. The Association is granted an easement over the Lot of each Owner for the purpose of enforcing the provisions of this Declaration, and may go upon any Lot as necessary to remedy, remove, or repair any cause or condition that constitutes a violation of any provision of this Declaration. If the Association, after notice to the Owner and failure to cure by the Owner, does in fact exercise its right to cure such a cause or condition, then all costs incident to the Association's actions shall become the personal obligation of the Owner and be imposed as a lien against the Lot in the same fashion as if those sums represented monies due for unpaid assessments.

(b) The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Development.

10. Encroachment Easements. Notwithstanding any other provisions contained in this Declaration, if any improvement constructed by the Declarant on a Lot encroaches upon any portion of the Common Area or adjoining Lot, then a perpetual easement appurtenant to the encroaching Lot shall exist for the duration of the encroachment. If any fence, roof, overhanging roof, or portion of an improvement constructed upon any Lot by Declarant encroaches or overlaps upon any other Lot or the Common Area, then, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or improvement is constructed shall exist for the duration of the encroachment.

11. Association Playground. Any playground, play areas or equipment or other recreational facilities furnished by the Declarant or the Association or erected within the Subdivision shall be used at the risk of the user, and neither the Declarant nor the Association shall be held liable to any person for any claim, damage, or injury occurring thereon or related to the use thereof.

12. FHA and VA Approval for Dedication. Notwithstanding any contrary provision of this Declaration, as long as there is a Class B membership, as that term is defined above, the Federal Housing Administration ("FHA") and the Veterans Administration ("VA") must approve any dedication of the Common Areas, failing which, such a dedication shall be violated by FHA or VA.

13. No Warranties Regarding Common Areas. No provision of this Declaration shall be construed as a covenant, representation, warranty, or agreement from Developer that Developer will provide any Common Areas, recreation facilities, or other amenities in connection with the Subdivision. Developer shall have no obligation to provide any such amenity unless Developer expressly agrees to do so in writing.

important
ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, each Owner of a Lot by acceptance of a deed or conveyance therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and charges for the maintenance, management, operation, and insurance of the Common Areas, administration of the Association, and for funding other permitted or required activities of the Association, including capital improvement assessments, assessments for maintenance, and all other charges and assessments hereinafter referred to, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against either all Lots or against particular Lots or Owners (to the exclusion of others).

The annual, special, and other assessments, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who is the owner of the Lot against which the assessment is levied at the time when the assessment falls due. Except as provided herein with respect to special assessments which may be imposed on one or more Lots and Owners to the exclusion of others, all assessments imposed by the Association shall be imposed against all Lots equally.

All references in the Declaration to "Assessments" shall be deemed to include any and all of the aforesaid charges whether or not specifically mentioned.

2. Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively for maintenance of the Common Areas (including walls), for certain Lot maintenance, for capital improvements, insurance, property taxes, cash reserves (if any), and for promoting the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with them, their guests and tenants.

3. Specific Damage. Owners (on their behalf and on behalf of their children and guests) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain, or otherwise shall be directly liable to the Association for the cost of repairing damages or otherwise remedying the effects of their actions, and a special assessment may be levied therefor against such Owner or Owners. Such special assessments shall be subject to all of the provisions hereof relating to other Assessments, including, but not limited to, the lien and foreclosure rights and procedures.

4. Exterior Maintenance. Each Owner, except as contemplated specifically herein, shall maintain the structure and grounds on his Lot at all times in a clean, kempt, and attractive condition as provided elsewhere herein. Upon an Owner's failure to do so, the Association may at its option, after giving the Owner five (5) days written notice, do that which the Association deems necessary to place that Lot and the improvements thereon in full compliance with this Declaration; and all expenses of the Association for work performed or actions taken under this sentence shall be a lien and special assessment charged against the Lot on which the work was done, and shall be the personal obligation of all Owners of such Lot. No bids need to be obtained by the Association for any such work, and the Association shall designate the contractor or other service provider in its sole discretion.

5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Declaration shall commence as to all Lots on the first day of the month next following the recording of this Declaration, unless the Board shall designate another date, and shall be applicable through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance in monthly installments, or in annual, semi-annual, or quarter-annual installments if so determined by the Board of Directors.

The assessment amount (and applicable installments) may be changed at any time by the Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year, but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

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

6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period.

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 reporting on 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 management company responsibility for collection of assessments.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms, or corporations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation and By-Laws, and all such powers shall be exercisable by the Board, unless expressly reserved for the Members.

7. Effect of Non-Payment; the Personal Obligation; the Lien; Remedies of the Association. If the Assessments (or installments) are not paid on the date(s) when due, then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest, and the cost of collection thereof, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors, and assigns. The personal obligation of the then Owner to pay such Assessment shall pass to his successors in title and recourse may be had against either or both, jointly and severally.

Very Important
If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed, or the next 12 months worth of installments may be accelerated and become immediately due and payable in full, and all such sums shall bear interest from the dates when due until paid at the highest lawful rate. The Association may bring an action at law against the Owner(s) personally obligated to pay the Assessment or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the Assessments and late charges are unpaid, and may foreclose the lien (in the manner permitted by Florida law for foreclosing a mortgage) against that Lot. The Association may pursue one or more of such remedies at the same time or successively, and reasonable attorneys' fees and costs of preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such Assessments, late charges, and interest. In the event a judgment is obtained, such judgment shall include all such sums as above provided and reasonable attorneys' fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to reasonable attorneys' fees in connection with any appeal of any such action. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of the Owner's Lot. No mortgagee holding a mortgage against a Lot is required to collect Assessments levied against that Lot. An Owner's failure to pay an Assessment shall not by operation of this Declaration constitute a default under any mortgage encumbering the Owner's Lot.

Failure of the Association to send or deliver bills shall not relieve Owners from their obligations hereunder.

8. Subordination of the Lien. The lien of the Assessments provided for in this Article shall be a lien superior to all other liens except real estate tax liens and the lien of any mortgage to any Institutional Lender now or hereafter encumbering a Lot. Notwithstanding the foregoing, an Institutional Lender, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots subject to assessment. No purchaser at a foreclosure sale, and no persons claiming by, through or under an Institutional Lender acquiring title to a Lot through foreclosure or a deed in lieu thereof, shall be personally obligated to pay Assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

9. Access at Reasonable Hours. The Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day for the purpose solely of performing exterior maintenance on the Lot authorized by this Declaration, and shall also have a reasonable right of entry upon any Lot to make emergency repairs or to do other work reasonably necessary for the proper maintenance or operation of the Subdivision.

10. The Developer's Assessment. The Developer, as a Lot Owner, shall be relieved from the obligation of paying Assessments levied against Lots owned by the Developer, but instead shall be obligated to pay the Association all sums in excess of sums due from other Owners which are necessary to pay the actual expenses of the Association.

11. Cash Reserves. The Association may establish and maintain, out of regular assessments for common expenses, an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas, and for other reasons.

12. Exempt Property. All properties dedicated to, and accepted by a local public authority shall be exempt from the assessments created herein.

ARTICLE V
ARCHITECTURAL APPROVAL AND
USE RESTRICTIONS

1. Residential Lots. All Lots in the Subdivision shall be used solely for single-family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than (a) one detached single-family dwelling not to exceed two (2) stories in height; (b) a private garage for not more than two (2) cars; and (c) a separate storage building.

2. Approval of Construction Plans. No building, fence, or other improvement shall be erected, placed, or altered on any Lot until the construction plans and specifications and a survey showing the location of any such structure or improvement have been approved by the Architectural Control Committee (the "Committee") as to the quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevations. The Committee shall be appointed by the Board, and may consist of as few as one person. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then Owners of a majority of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to modify, delete, or restore to it any of the Committee's powers or duties. The Committee, in its sole discretion, may grant any variation, modification or waiver of this Declaration and a written approval by the Committee of such variation, modification, or waiver shall be binding on all Owners.

3. Committee Approval/Disapproval. The Committee's approval or disapproval as required in this Declaration shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove the construction of proposed improvements on a Lot within thirty (30) days after plans and specifications have been submitted in writing to the Committee, or in any event, no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have fully been complied with.

4. Nuisance. No Owner shall cause or permit a nuisance upon his Lot. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause the Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property.

5. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Subdivision.

6. Owner's Maintenance Responsibility. All maintenance of the Lot and all structures, parking areas and other improvements thereon shall be the sole responsibility of the Owner, who shall maintain his Lot in a manner consistent with this Declaration and with the standard of the Subdivision as a whole which the Board or its designees in their sole discretion may determine has been established by the prevalent practices, uses and appearance, throughout the Subdivision. If the Board determines that (a) any Owner has failed or refused to discharge properly his obligations for the maintenance, repair, or replacement of items for which he is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part, then, the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, if that maintenance,

repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed with due diligence and in accordance with the provisions hereof. If the Owner fails to so perform the necessary work, the Association may do so at Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

7. Lot and Exterior Maintenance. In the event an Owner of any Lot shall fail to maintain the premises and the improvements or fences situated thereon in a manner satisfactory to the Board, the Association, after approval of the Board and thirty (30) days written notice to the Owner, shall have the right, through its agents and employees, to enter upon that Lot and to repair, clear, trim, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which that Lot is subject, which shall be due and payable thirty (30) days from the date the assessment is made. If the assessment is not paid when due and payable, interest shall be charged by the Association at the highest rate permitted by Florida law.

8. Landscaping. All Lots shall be attractively landscaped and well manicured. All Lots shall be fully sodded except in areas where other attractive landscaping features are placed. The Owner shall promptly resod any area on a Lot where sod has died or been removed. No portion of a Lot may be paved or similarly covered except as may be approved by the Board or its designee. No statuary, fountains, or similar lawn ornaments may be placed on a Lot in any location where it may be seen from adjacent property or from any street or right-of-way.

9. Exterior Colors. The exterior of all improvements, including, without limitation, residences, constructed, erected, allowed, or maintained upon any Lot must be painted or repainted in a color used by Declarant in the original construction and marketing of residences within the Subdivision.

10. Fences. No boundary wall, fence, or fencing-type barrier, including without limitation, shrubs and hedges shall be permitted with a height of more than six (6) feet. No such wall, fence, or similar barrier shall be placed, allowed, or maintained on a Lot without the prior written consent of the Committee. The Board or the Committee may issue guidelines detailing acceptable fence styles or specifications.

11. Approval of All Improvements and Alterations. The obligation to obtain Committee approval for improvements or alterations on a Lot shall apply to all construction, installation, excavation, demolition, and erection or any other activity that may change the configuration or appearance, permanently or temporarily, of a Lot or of improvements thereon. Without limiting the generality of the foregoing, approval of the Committee must be obtained for installation of tool sheds and other accessory buildings, swimming pools, installation of a fence or wall, and construction of patios or terraces.

12. Detailed Plans. All plans and specifications submitted for the Committee's approval shall show plot layout; all exterior elevations, with materials and colors therefor; all details of structural and mechanical design; driveway, garage, and parking improvements; drainage facilities; landscaping; and all other related details of development. Owner shall also provide such additional information and materials as the Committee may request.

13. Release. Neither the Declarant, Committee, the Association, nor Board, or any member, agent, or employee thereof, shall be liable in damages to anyone

submitting plans and specifications to them for approval, or to any Owner or tenant of land affected by this Declaration, or to any other party or person by reason of any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any such plans, or an improvement or development constructed pursuant thereto. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every Owner or lessee of any land affected by said plans, agrees by acquiring title to any interest therein, that he will not bring any action or suit against the Declarant, Committee, the Association, or the Board to recover any such damages.

14. Building Requirements. The ground floor area (air conditioned and under roof) of the dwelling on each Lot, exclusive of any garage and enclosed porch shall not be less than 1000 square feet. The minimum building setbacks shall be those required by Polk County, Florida.

15. Impermissible Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence, or be used otherwise for dwelling purposes, either temporarily or permanently.

16. Mailboxes. All mailboxes shall be of the same type as that originally installed by the Declarant. Each Owner shall always maintain his or her mailbox in a clean and attractive condition and in good repair.

17. Sports and Recreational Equipment. No basketball standard, hoop and backboard, trampoline, or similar recreational or athletic equipment, shall be installed or allowed on any Lot unless the location, design, and appearance thereof is first approved by the Committee in the manner prescribed elsewhere in this Declaration. All such recreational and athletic equipment shall be installed in accordance with, and otherwise conform to the approval given by the Committee, and shall be maintained in a clean and attractive condition, and in good repair.

18. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs and cats may be kept provided they are not kept, bred, or maintained for commercial purposes or in numbers that the Board deems excessive.

19. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign of not more than four (4) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Notwithstanding the foregoing, Developer may place such signs at such locations within the Property as Developer may in its discretion desire.

20. Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials. All incinerators, containers, or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.


21. Fences and Sight Distances at Intersections. No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than twenty (20) feet behind the Front Dwelling Line. The term "Front Dwelling Line" for any Lot shall mean an imaginary line running parallel with the front lot line which is not nearer to any street than the minimum setback line established by the applicable zoning authority, and is the same distance from the front lot line as that part of the dwelling on that Lot (excluding any garage or carports) that is nearest to the front lot line. No dog runs, animal pens, or fences of any kind shall be permitted on any Lot except as approved

in accordance with this Declaration. Fences shall only be constructed of materials approved in writing by the Committee. All property located at street intersections shall be landscaped to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

22. Garages. All dwellings constructed on the Lots shall be equipped with an enclosed garage with a minimum capacity for two (2) cars. No garage may be modified for use as living space. No open carports shall be permitted on any Lot.

23. Parking and Vehicular Restrictions. No disabled vehicles, campers, camping trailers, trailers, or any unsightly or bulky machinery or equipment shall be placed or allowed to remain in the front or side yards of any Lot. No vehicles shall be parked in the Subdivision except on a paved street, paved driveway, or in a garage. Parking in the Subdivision shall be restricted to private automobiles and passenger vans, and only within the parking areas designated for that purposes. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle, upon any portion of the Property, except in an enclosed area with the doors to that area closed at all times.

No commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of any type, recreational vehicles, motorcycles, mopeds, boats, or vans, shall be permitted to be parked or to be stored at any place within the Property, except in spaces for some or all of the above specifically designated by the Developer. For purposes of this Section, "commercial vehicles" shall mean those which are not designated and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive of whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services, nor to any vehicles of the Developer. No overnight on-street parking or parking on lawns shall be permitted.

 Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in this Declaration or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of the vehicle if the vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of that vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of the towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

24. Clothesline, Antennas, Etc. Clothes hanging devices exterior to a dwelling shall be permitted only in backyards in a location that is not visible from any street or other Lot or Common Area. No exterior antenna or aerial, whether dish or conventional, shall be permitted, unless located against the rear wall of the dwelling, and also provided such antenna or aerial does not extend at any point above the roof of the dwelling.

25. Drainage and Utility Easements. Easements for the installation and maintenance of drainage and utility facilities have been reserved as shown on the recorded plat of the Subdivision. Within these easements, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the

direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water to or within the drainage channels in the easements. The easement area of each Lot and all improvements placed therein shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company has assumed responsibility.

26. Owner Liability. Notwithstanding any contrary provision hereof, absolute liability is not imposed on any Owner for damage to Lots or Common Areas.

27. Casualties. In the event that improvements on a Lot, in whole or in part, are destroyed by casualty or otherwise, or in the event any improvements upon the Common Areas are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration, and shall prosecute the rebuilding or repair thereof with due diligence, without interruption.

28. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors.

29. Enforcement. Failure of an Owner to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement, including reasonable attorneys' fees actually incurred, and court costs.

30. Occupants Bound. All provisions of the Declaration, By-Laws, and of any rules and regulations or use restrictions promulgated pursuant thereto that govern the conduct of Owners and that provide for sanctions against Owner shall also apply to all occupants, guests, and invitees of any Lot. Every Owner shall cause all occupants of the Owner's Lot to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Property or incurred by the Association or by another Owner caused by those occupants, notwithstanding the fact that those occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

31. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why penalties should not be imposed. At least six (6) days notice of such meeting shall be given.

(b) Hearing. The alleged violation shall be presented to the Board of Directors, after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine

witnesses. If the impartiality of the Board is objected to by the Owners, the Board shall appoint three (3) impartial Members to a special hearing panel.

(c) Penalties. The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(i) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(iii) Third and subsequent non-compliance or a violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth herein.

(f) Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors, subject always to the provisions of this Declaration.

(g) Non-Exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

32. Self-Help. In addition to any other remedies provided for herein or permitted by law, the Association or its authorized agent shall have the power to enter upon a Lot or any portion of the Common Areas to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-Laws, or other applicable restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

33. Notices to Member or Owner. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been sent when personally delivered or mailed, post-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

34. Other Annexation of Property. Land may be annexed to the Property with the consent of two-thirds (2/3) of the Members with the approval of the Federal Housing Administration and the Veterans Administration as long as there is a Class B membership. Such annexation shall become effective upon the recording of an amendment to this Declaration evidencing the annexation in the Public Records of Polk County.

35. Platting. As long as there is a Class B membership, the Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of an Owner.

36. FHA/VA Approval. Notwithstanding any contrary provision of this Declaration, so long as a Class B membership exists additional properties may not be annexed or made subject to this Declaration without the approval to do so of the Federal Housing Administration and the Veterans Administration.

ARTICLE VI
GENERAL PROVISIONS

1. Surface Water Management System. The Subdivision includes improvements, features, equipment, and other devices for the management of surface and storm water (the "Surface Water Management System"). The Surface Water Management System is more fully described in that certain Permit No. 401160500 dated January 13, 1994 issued by the Southwest Florida Water Management District. The components of the Surface Water Management System for all purposes shall be deemed to be Common Areas, and as such shall be operated and maintained by the Association. Dues and assessments permitted to be levied by the Association shall include funds that the Association projects are necessary for operation, maintenance, repair, and replacement of the various components of the Surface Water Management System. Notwithstanding any contrary provision of this Declaration, no amendment to this Declaration that would affect the Surface Water Management System shall be effective unless it is first approved in writing by the Southwest Florida Water Management District.

2. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association, the Committee, and any Owner and their respective legal representatives, heirs, successors, and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of seventy-five percent (75%) of all the Lots subject hereto has been recorded agreeing to revoke this Declaration. Provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

3. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by either the Association or any Owner by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and 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. Court costs and reasonable attorneys' fees for a proceeding at law or in equity to enforce this Declaration, including any appeal thereof, shall be borne by the Owner(s) against whom the suit has been filed.

4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause, or word hereof, or the application thereof in specific

circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, or added to at any time and from time to time upon the execution and recording of an instrument executed by the Developer alone, for so long as it or its affiliates holds title to any Lot affected by this Declaration; or alternatively by approval at a meeting of Owners holding not less than two-thirds (2/3) votes of the membership in the Association; provided, however, that so long as the Developer or its affiliates is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. Further, no provision of this Declaration may be amended if such provision is required to be included herein by any law. The foregoing three (3) sentences may not be amended. Without limiting the generality of the foregoing paragraph, the Developer specifically reserves the right to amend this Declaration in order to comply with the requirements of the Federal Housing Authority, Veteran's Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or Polk County. Notwithstanding any of the foregoing, as long as there is Class B membership the Federal Housing Administration or Veterans Administration must approve any amendment to this Declaration.

The Developer shall have the right at any time within six (6) years from the date hereof to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any Institutional Lender without their written consent.

6. Effective Date. This Declaration shall become effective when recorded in the Public Records of Polk County, Florida.

7. Conflicts. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

8. Standards for Consent, Approval, Completion, Other Action and Interpretation. Unless otherwise provided herein, whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Association or the Committee, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate.

9. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantee for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Developer and the Association (or either of them as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated

in the easement provisions hereof to the extent not so recited in some or all of such provisions.

10. Covenants Running With the Land. Anything to the contrary herein notwithstanding, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to the Property. If any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties affected hereby (that these covenants and restrictions run with the land as aforesaid) be achieved.

11. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each officer and director free and harmless against all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if insurance is reasonably available.

12. Waiver of Minor Violations. Where an improvement is submitted to the Board or its designee for approval or where an improvement has been erected or the construction thereof is substantially advanced and its construction would constitute a violation of these covenants or it is situated on any Lot in a manner that violates any of these covenants, the Board, its designee, or the Declarant, its successors, and assigns, shall have the right to release the offending Lot or portions thereof from those provisions that are violated; provided, however, that the Board, its designee, or Declarant, its successors and assigns, shall not release a violation or violations of any of these covenants except those violations they, in their sole discretion, determine to be minor.

13. Construction and Sale Period. It is understood that this Declaration is intended to proscribe use of the Lots by the occupants thereof after improvement of a Lot is completed and Declarant has sold the Lot. This Declaration is not intended to proscribe or restrict Declarant's efforts to improve or market Lots. Accordingly, no provision of this Declaration shall be construed to preclude activities necessary in Declarant's sole discretion effectively or efficiently to construct any improvements within the Property or to market any Lot, nor to impose any requirements that Declarant determines in its sole discretion to be unreasonable or inapplicable to Declarant as developer of the Property. Without limiting the generality of the foregoing, no provision of this Declaration shall be construed to:

- (1) preclude operation of a sales office or of sales activities within the Property by Declarant or its agents or assigns;
- (2) preclude Declarant or its agents or assigns from erecting signs, flags, banners, or the like within the Property;
- (3) preclude Declarant or its agents or assigns from maintaining trailers, sheds, or other similar structures on a Lot;
- (4) prohibit Declarant from parking or placing of construction or commercial vehicles within the Property;
- (5) require Declarant to remove construction rubbish or waste from any Lot under construction; or
- (6) require landscaping of any Lot before Declarant has sold it.

To the extent any other provision of this Declaration may be subject to construction contrary to this provision, that provision shall be deemed not to apply to Lots owned by Declarant until the Lot is improved and occupied.

14. Declarant's Easements. Notwithstanding any other provision hereof, Declarant shall be allowed to improve and market the Lots in whatever manner Declarant deems desirable to the extent that any provision of this Declaration would restrict Declarant's efforts to improve or sell a Lot, that provision shall be deemed to apply only after Declarant has improved and sold the applicable Lot. Notwithstanding any provisions contained in this Declaration, the By-Laws, Articles of Incorporation, rules and regulations, and any amendments to any of the foregoing, Declarant hereby expressly reserves unto itself and its successors and assigns a non-exclusive, perpetual rights, privilege, and easement with respect to the Property for the benefit of Declarant, its successors, and assigns over, under, in and on the Property, without obligation and without charge to Declarant, for the purposes of taking all actions related to or connected with construction, installation, relocation, development sale, maintenance, repair, replacement, use and enjoyment, or otherwise dealing with the Property and any other property now owned or which may in the future be owned by Declarant, (such other property is hereinafter referred to as "Additional Property"). The reserved easement shall constitute a burden on the title to the Property and specifically includes, but is not limited to:

(a) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in the Subdivision; and the right to tie into any portion of the Property with driveways, parking areas, and walkways; and the right to tie or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under or over the Property; and

(b) the right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, and sales offices in the Subdivision.

(c) No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property, including, without limitation, the Property, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quit-claim deed from Declarant releasing such right, privilege, or easement by express reference thereto.

15. Discretion of Board To Interpret Declaration. The Board shall have exclusive authority to interpret the meaning and requirements of each provision of this Declaration. All such interpretations of the Board, absent manifest error or abuse, shall be binding upon all Owners and their Lots.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 4 day of April, 1994.

Witnesses:

DEAN HOMES, INC.

Signature: [Signature]
Print Name: SALE LITTLE
Signature: [Signature]
Print Name: JAMES E. PRATT

By: [Signature]
R. Lloyd Warren, President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4 day of April, 1994, by R. Lloyd Warren, as President of Dean Homes, Inc., a Florida corporation, on behalf of the corporation. He is (a) personally known to me or (b) has produced _____ as identification.

NOTARY PUBLIC

Signature: [Signature]
Print Name: _____
State of Florida at Large
MY COMMISSION EXPIRES:



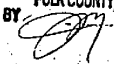
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Sections 2 and 11, Township 26 South, Range 27 East, being more particularly described as follows:

Begin at the Southeast corner of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 2, Township 26 South, Range 27 East; thence North 00°15'25" West along the East line of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 2, a distance of 1325.05 feet; thence South 89°37'42" West along the North line of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 2, a distance of 659.50 feet; thence South 00°16'43" East along the West line of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 2, a distance of 924.99 feet; thence North 89°38'54" East along the South line of the North seven acres of the West one-half (W 1/2) of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 2, a distance of 330.93 feet to a point 1.35 feet East of the East line of the West one-half (W 1/2) of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 2; thence South 00°13'02" East a distance of 407.65 feet; to a point on the arc of a non-tangent curve (radial line through said point bears North 07°52'32" East); thence Easterly along the arc of said non-tangent curve being concave to the South, having a radius of 5779.58 feet, a central angle of 03°18'15", an arc distance of 333.30 feet (the last course described being coincident with the Northerly right-of-way line of County Road 54 as recorded in Map Book 1, Page 92 of the Public Records of Polk County); thence North 00°10'10" West along the East line of the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4) of Section 11, Township 26 South, Range 27 East, 65.01 feet to the Point of Beginning.

Said lands lying in Polk County, Florida.

May 2, 1994
JRP/dp
docs\warren\june124\legal

FILED, RECORDED, AND
RECORD VERIFIED
E. D. "Bud" DIXON, Clk. Cir. Ct.
POLK COUNTY, FLA.
BY  O.C.