

**DECLARATION OF COVENANTS**

**FOR**

**SOUTHCHASE PHASE 1B**

**SOUTHCHASE PHASE 1B**  
**MASTER DECLARATIONS**  
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DECLARATION OF COVENANTS FOR  
SOUTHCHASE PHASE 1B

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This Declaration of Covenants is made this 18<sup>th</sup> day of November, 1992, by CENTEX REAL ESTATE CORPORATION, a Nevada corporation authorized to transact business in the State of Florida ("Centex").

RECITALS

Whereas, Centex is the owner of the real property (the "Property") known as Southchase Phase 1B Village 8, according to the plats thereof as recorded in Plat Book 30, Page 471, Public Records of Orange County, Florida; and

Whereas, Centex intends to develop said Property, or portions thereof, by the construction of roads, utilities and drainage facilities for the construction and occupancy of single family detached residential dwellings as may be permitted by applicable zoning ordinances; and,

Whereas, the Property is subject to that certain Master Declaration of Covenants, Conditions, Easements and Restrictions for "Southchase Parcels 40 and 45" (the "Master Declaration"), recorded September 6, 1990, at Official Records Book 4210, Page 0088, Public Records of Orange County, Florida;

Whereas, Centex desires to establish a maintenance association which will maintain the property owned by such association and such other property as may be owned by or dedicated to Orange County (the "County"), a political subdivision of the State of Florida, lying within the rights-of-way or easements owned by or dedicated to the County and serving the residents of the property and not being maintained by the County; NOW, THEREFORE,

W I T N E S S E T H:

In consideration of the premises and the covenants herein contained, Centex hereby declares that henceforth the Property shall be subject to the covenants, restrictions, easements, reservations and liens herein established, which shall be covenants running with the land and shall be binding upon and inure to the benefit of Centex and its successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to SOUTHCHASE PHASE 1B COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, as described herein, which is and shall continue to be a subassociation (as that term is used in the Master Declaration) of the Master Association.

RETURN TO: ☒  
GARY SHOWE  
ENGINEERING DEP

Section 2. "Common Areas" shall mean and refer to all real property, including the improvements thereof, owned by the Association, for the common use and enjoyment of the Owners.

Section 3. "Conservation Area" or "Conservation Areas" shall mean the real property, including the improvements thereon, owned by the Master Association, for the common use, enjoyment and/or benefit of the owners of all property within the Southchase Planned Development. Dedicated Areas and Common Areas, as are defined herein, are specifically excluded from and shall not constitute portions of the Conservation Area. It is intended that this term shall have the same meaning as it has in the Master Declaration.

Section 4. "Declarant" shall mean and refer to Centex Real Estate Corporation, a Nevada corporation, its successors and assigns, who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

Section 5. "Declaration" shall mean and refer to this Declaration of Covenants for Southchase Phase 1B, and any amendments and annexations thereto.

Section 6. "Dedicated Area" shall mean and refer to all real property, including the improvements thereon, if any, dedicated to the County on the Subdivision Plat. The term shall include the Surface Water or Stormwater Management System, including, but not limited to, all pipes, swales and inlets, it being the intention of the Declarant that the County have the necessary ownership and responsibility to operate and maintain the Surface Water or Stormwater Management System pursuant to the terms of the Permit.

Section 7. "Dwelling Unit" shall mean and refer to any residential dwelling situated upon any Lot and is intended to have the same meaning and refer to the same structure as the term is defined and used in the Master Declaration.

Section 8. "Lot" shall mean and refer to any plot of land indicated as such on the Subdivision Plat which is intended to have a Dwelling Unit constructed thereon, provided, however, that there shall be excluded from the definition of Lot, all Conservation Areas, Common Areas, Dedicated Areas and streets.

Section 9. "Master Association" shall mean and refer to SOUTHCHASE PARCELS 40 AND 45 MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, as described in the Master Declaration.

Section 10. "Master Declaration" shall mean and refer to that certain Master Declaration of Covenants, Conditions, Easements and Restrictions for Southchase Parcels 40 and 45 recorded September 6, 1990, at Official Records Book 4210, Page 0088, Public Records of Orange County, Florida;

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those persons having an interest merely as security for the performance of an obligation; provided, however, that if any person holding an interest in any Lot as security for the performance of an obligation obtains fee simple title to any Lot through foreclosure or conveyance in lieu thereof, then such person shall be deemed to be an "Owner" for purposes of this Declaration.

Section 12. "Permit" shall mean South Florida Water Management District Permit No. 48-00356-S (Mod.), as such permit may be modified from time to time in accordance with the rules,

regulations and procedures of the South Florida Water Management District.

Section 13. "Southchase Phase 1B Village 8" shall mean and refer to those portions of the real property described on the Subdivision Plats and all other property duly annexed thereto.

Section 14. "Southchase Planned Development" shall mean that certain real estate development described in the Master Declaration.

Section 15. "Subdivision Plat" shall mean and refer to the officially approved plat of the Property recorded in Plat Book 30, Page 31, Public Records of Orange County, Florida.

Section 16. "Surface Water or Stormwater Management System" shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect a quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

## ARTICLE II

### SOUTHCHASE PHASE 1B COMMUNITY ASSOCIATION, INC.

Section 1. Creation. Declarant shall incorporate a not-for-profit corporation pursuant to Chapter 617 of the Florida Statutes to be known as SOUTHCHASE PHASE 1B COMMUNITY ASSOCIATION, INC. for the purposes set forth herein, to be referred to herein as the "Association".

Section 2. Sub-Association. The Association shall be a sub-association of the Master Association.

Section 3. Membership. The Declarant and every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

Section 4. Effect of Master Declaration. The Declarant is a Member (as that term is defined in the Master Declaration) of the Master Association. Owners of Lots within the Property do not have a direct vote in the Master Association. Instead, the Owners have a right to vote on matters of this Association only. However, in addition to all of the covenants, conditions, restrictions, easements and liens set forth herein, each Lot is also subject to the covenants contained in the Master Declaration, including the requirement of the payment of maintenance assessments to the Master Association, which shall be in addition to the maintenance assessments herein imposed by the Association.

Section 5. Funding. Subject to the terms of this Article II, the Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) periodic assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of the within covenants. The periodic and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such

assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them.

Section 6. Periodic Assessment or Charge.

a. Units Owned by Class A Members. Subject to the terms of this Article, each Lot is hereby subject to a maintenance charge to be determined by the Board of Directors of the Association (to be increased or decreased as provided in the Bylaws of the Association), for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each such Lot in advance in monthly, quarterly or annual installments, commencing as to all Lots on which a completed Unit is then located on the conveyance of the first Lot to a Class A Member and as to all other Lots as of the completion of a Unit thereon as determined by the date of the issuance of a certificate of occupancy from the applicable and appropriate governmental agencies having jurisdiction over the Property. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined by the Board of Directors of the Association at least thirty (30) days in advance of each affected assessment period. Said rate shall not exceed the maximum rate permitted by the Bylaws and may be adjusted from time to time by said Board of Directors as the needs of the Owners may in the judgment of the Directors require. The assessment for each Lot shall be uniform except as provided in Subsection b of this Section 6. The Association shall upon written demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessment has been paid for the assessment period.

b. Units or Lots Owned by Declarant. Notwithstanding the foregoing, the Declarant shall be exempt from the periodic maintenance assessment charged to Owners so long as there is Class B membership as set forth in Section 10, and Declarant covenants and agrees that, in the event that the periodic maintenance fund revenues are insufficient to pay the operating expenses of the Association, Declarant shall provide the funds necessary to make up the deficit within thirty (30) days of receipt of request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their periodic maintenance assessments, the Association shall diligently pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant the amounts, if any, so collected.

c. Purposes of Maintenance Fund. The Association shall establish a maintenance fund composed of Owners' periodic maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal recurring maintenance of the Common Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking and otherwise caring for existing landscaping) and the



improvements to such Common Areas, such as recreational facilities and sprinkler systems, provided that the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Areas; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employment of policemen and watchmen, if any; caring for vacant lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas. The fund shall be established and maintained out of the periodic assessments.

Section 7. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the periodic assessments authorized above, the Association may levy special assessments as follows:

a. Upon sale of the first Lot by the Declarant to a Class A Member, a special assessment equal to three (3) months' estimated periodic assessment may be assessed which shall be due and payable upon conveyance of the Lot to a Class A Member. The aggregate fund established by such special assessment shall be maintained in a segregated account, and shall be available for all necessary expenditures of the Association.

b. In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Areas, including fixtures and personal property related thereto may be assessed. The Association shall not commingle the proceeds of such special assessments with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question.

Section 8. Special Recreational Assessments. For the privilege of access to and use of special recreational facilities such as a swimming pool, a member may be assessed an additional fee by the Board of Directors, at their sole discretion. Such fee shall be computed based upon a specific budget for those amenities offered on a restricted basis and shall be sufficient to cover the costs of operating and maintaining those amenities exclusively. In the event that insufficient revenues are collected to meet necessary and normal expenses and to provide for future capital repairs, an assessment may be made upon all members, after which access and use of the special recreational facilities shall be available to all members.

Section 9. Non-payment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or at such other rate as may be

established from time to time by the Association, but in no event to exceed the maximum non-usurious rate permitted by applicable law and the Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien retained herein against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his property. If the Association becomes charged with responsibility for collection of assessments on behalf of the Master Association, the Association shall be entitled to exercise all remedies available to the Master Association.

Section 10. Subordinated Lien to Secure Payment. To secure the payment of the maintenance charges and assessments established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage lienholder by prepaid U.S. registered mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. In the event of delinquency, the Association shall have the right to file a notice of lien in the Official Records of Orange County, Florida.

Section 11. Voting Rights. The Association shall have two classes of voting membership:

a. Class A. Class A members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

b. Class B. Class B members shall be the Declarant who shall be entitled to three (3) votes for each unoccupied Lot owned by it. The Class B membership shall cease and be converted to Class A membership one hundred twenty (120) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or twenty (20) years after conveyance of the first Lot by Declarant, whichever occurs earlier. Class B membership shall be reinstated at any time before

the expiration of 20 years from the date of conveyance of the first Lot if additional Lots owned by Class B members are annexed into the Association in sufficient numbers to restore a ratio of at least one Class B Lot to each three Class A Lots in the overall area subject to the Association.

c. Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II or is otherwise in default hereunder or under the Bylaws or Rules and Regulations of the Association or Sub-Association, and such suspension shall apply to the proxy authority of the Voting Representative, if any.

Section 12. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 6 of this Article II shall be sent to all members, or delivered to their residences, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. Written notice of any other meeting of the members shall be sent to all members, or delivered to their residences, not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At any meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. The Association may call as many subsequent meetings as may be required to achieve a quorum but no such subsequent meeting held for the purpose of taking any action authorized under Section 6 of this Article II shall be held more than sixty (60) days following the preceding meeting held for the purpose of taking any action authorized under Section 6 of this Article II.

Section 13. Collection of Master Association Assessments. Pursuant to the Master Declaration, the Master Association has the authority to require the Association, which is a sub-association of the Master Association, to assume the responsibility for collection and remittance of the Master Association's annual maintenance assessments and special assessments as the same are assessed upon each Owner pursuant to the Master Declaration. If required to do so by the Master Association, the assessments charged by the Master Association shall be included within the assessments charged by the Association, and the Association shall remit to the Master Association the full amount of the assessment imposed by the Master Association upon the Lots within the Property.

Section 14. Election or Appointment of Voting Representative. Pursuant to the Master Declaration, the Association has the right to appoint, elect or designate one (1) voting representative to the Master Association.

Section 15. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of the member's Lot.

### ARTICLE III

#### TURNOVER OF THE ASSOCIATION

Section 1. Time of Turnover. The Turnover of the Association by the Declarant shall occur at the Association Turnover Meeting described in Section 2 below, which meeting shall

take place with/ sixty (60) days of the occurrence of the following events, whichever occurs earliest: ...

- (a) December 31, 2010.
- (b) Upon voluntary conversion to Class A membership by the Declarant.
- (c) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

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

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

- (a) Procedure at the Association Turnover Meeting. At the Association Turnover Meeting (whereupon the Class A Members are obligated to elect the Board of Directors and assume control of the Association), a special meeting (the "Association Turnover Meeting") of the membership shall be called in accordance with the provisions of the By-Laws for the calling of a special meeting of the membership. Among any other business to be presented at such meeting, nominations for places on the Board of Directors shall be taken from the floor and election of the Board of Directors shall be made therefrom. Each Member shall have one (1) vote for every place on the Board of Directors to be filled but shall be able to cast only one (1) vote for each position to be filled (by way of example, if three (3) positions on the Board of Directors are to be filled, and five (5) persons are nominated for the three (3) positions, then each Member shall have the ability to cast one (1) vote for any three (3) candidates).
- (b) By Written Nomination and Written Ballot If The Association Turnover Meeting Fails For Lack Of Quorum. If a quorum is not present at the Association Turnover Meeting, then, within fourteen (14) days after the time for the Association Turnover Meeting, the Association shall send written notice to each Member that a quorum was not present and that election of Directors shall proceed by written nomination and later by written ballot. In such notice, the Association shall solicit nominations for positions on the Board of Directors and shall require that such written nominations be received by the Association within fourteen (14) days of such notice. Thereafter, the Association shall prepare a written ballot of all persons nominated and shall send such ballot to each Member with notice that the ballot must be returned to and received by the Association within fourteen (14) days of the mailing of such ballot. Those candidates receiving the most votes shall be elected to the Board of Directors and shall take office within thirty (30) days thereafter (at which time all Declarant-appointed Directors shall resign). Such an election shall be valid and effective notwithstanding the receipt by the Association of votes of

if Members than required for a quorum at any duly called and authorized meeting, provided, however, that this provision shall apply only to the election of Directors at the time the Declarant turns control of the Association over to the Class A Members.

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

#### ARTICLE IV

##### GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Purpose of Maintenance Fund. The Board, for the benefit of the Owners, shall provide and shall pay for out of the maintenance fund provided for in Article II above the following:

a. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.

b. Care and preservation of the Common Areas.

c. The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing party), and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

d. Legal and accounting services.

e. A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided in Article V herein.

f. Workers compensation insurance to the extent necessary to comply with any applicable laws.

g. Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

h. Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

i. Maintenance assessments imposed by the Master Association pursuant to the Master Declaration.

Section 2. Powers and Duties of the Board. The Board, for the benefit of the Owners, shall have the following general

powers and duties in addition to the specific powers and duties provided for here and in the Bylaws of the Association:

a. To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.

b. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

c. To enter into contracts, maintain one or more bank accounts, and generally to have all the powers necessary or incidental to the operation and management of the Association.

d. To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

e. To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected (without limiting the generality of the foregoing language, the rules and regulations may provide for limitations on use of common recreational areas, if any, during certain periods by minors, visitors or otherwise).

f. To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

g. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

h. To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

i. To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

Section 3. Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

Section 4. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

*Rulemaking  
Common Areas  
only*

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## ARTICLE V

### TITLE TO COMMON AREAS

Section 1. Association to Hold. The Association shall assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

Section 2. Liability Insurance. From and after the date on which title to any Common Areas vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insureds, as their interests may be determined. This requirement may be satisfied by being named as an additional insured under the insurance policies of the Master Association, with the consent of the Master Association.

Section 3. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

## ARTICLE VI

### USE AND OCCUPANCY

Section 1. Generally. All Lots and dwellings shall be used and occupied for single family residential purposes. No dwelling shall exceed two (2) stories or thirty-five feet (35') in height. Each dwelling shall have a garage designed to accommodate not less than one (1) automobile.

Section 2. Leases. All leases shall be in writing and shall provide that the lessee is aware of and shall abide by this Declaration, the Articles of Incorporation and By-Laws of the Association and its applicable rules and regulations, the Master Declaration and other applicable provisions of any agreement, document or instrument governing the Property or administered by the Association or Master Association and shall further provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and its applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Property or administered by the Association. Leasing of Lots and Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld and which shall

be deemed given -- the Association does not deny approval within fifteen (15) days of its receipt of a request for approval together with a copy of the proposed lease and all supporting information reasonably requested by the Association. ~~No lease shall be approved for a term less than one (1) year.~~ No portion of a Lot and Unit (other than an entire Lot and Unit) may be rented.

Owners wishing to lease their Lots and Units shall be required to place in escrow with the Association a sum of up to \$500.00 which may be used by the Association to repair any damage to the Common Areas or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Association shall not be required to pay or remit any interest on any such escrowed funds. The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claims for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00 and less any interest retained by the Association, shall be returned to the Owner within ninety (90) days after the Owner has notified the Association that the tenant has vacated the Unit.

## ARTICLE VII

### CERTAIN USE RESTRICTIONS

Section 1. Applicability. The provisions of this Article VII shall be applicable to all of the Property but shall not be applicable to the Declarant or any of its designees or Lots or other property owned by the Declarant or its designees.

Section 2. Land Use and Building Type. No Lot shall be used except for single-family residential purposes unless otherwise approved by the Declarant. No building constructed on a Lot shall be used except for residential purposes, or as a related garage, if applicable. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Unit. Temporary uses by Declarant and its affiliates for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Declarant or its affiliates or independent builders (except if such changes are made by the Declarant or such a builder) without the consent of the Architectural Control Board.

Section 3. Opening Blank Walls; Removing Fences. Without limiting the generality of Section 11 of this Article, no Owner shall make or permit any opening to be made in any blank wall (except as such opening is initially installed) or masonry wall or fence. Further, no such building wall or masonry wall or fence shall be demolished or removed without the prior written consent of Declarant (so long as it owns any portion of the Property) and the Architectural Control Board.

Section 4. Easements. Easements for installation and maintenance of utilities and Community Systems are reserved as shown on the recorded plats covering the Property and as provided herein (to the extent that the easements reserved herein are greater than that shown on the recorded plats). The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, and the Declarant and its affiliates, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers,



storm drains, and electric, telephone and Community System lines, cables and conduits, under and through the utility easements as shown on the plats and reserved herein.

Section 5. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 6. Temporary Structures; Gas Tanks; Other Outdoor Equipment. Except as may be approved or used by the Declarant during construction and/or sales periods, no structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots within the Property at any time or used at any time as a residence, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building, except for one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill and such other tank designed and used for household purposes as shall be approved by the Architectural Control Board described in Section 11 below. Any outdoor equipment such as, but not limited to, pool pumps and water softening devices shall be completely screened from the view of anyone not standing on the Lot by the use of landscaping or other means (in any event, as approved by the Architectural Control Board); provided, however, that the use of such screening shall not obviate the requirement that the installation of any such equipment nevertheless be approved by the Architectural Control Board.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any Lot except:

(a) signs used by the Declarant and its affiliates and agents and by independent builders (to the extent such signs are approved by the Declarant) during the development, construction and sale of the Property;

(b) one (1) "for sale" or "for rent" sign not to exceed five (5) square feet in area and located within ten (10) feet of the front of the Unit on the applicable Lot; and

(c) one (1) temporary "open house" sign not to exceed five (5) square feet in area and located within ten (10) feet of the front of the Unit on the applicable Lot, but only where an open house is attended by a sales agent.

Section 8. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, or on dedicated areas, and no oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 9. Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any

Common Areas, except areas designated by the Association, if any, and Owners shall be responsible to clean up any such excretions. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. ALL PETS SHALL BE KEPT ON A LEASH WHEN NOT IN THE APPLICABLE UNIT OR A FENCED-IN YARD, IF ANY. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors.

Section 10. Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners and Members Permittees, for any damages, injuries or deaths arising from any violation of this Section.

Article VII

Section 11. Architectural Control. No building, wall, fence or other structure or improvement of any nature (including, but not limited to, pools, screen enclosures, patios (or patio extensions), hedges, other landscaping, exterior paint or finish, play structures, awnings, shutters, hurricane protection, basketball hoops, decorative plaques or accessories, birdhouses, doghouses, other pet houses, swales, asphaltting, sidewalk/driveway surfaces or treatments or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Architectural Control Board (which shall be a committee appointed by the Board of Directors of the Association, absent such appointment the Board to serve in such capacity) have been approved, if at all, in writing by the Architectural Control Board and all necessary governmental permits are obtained. Each building, wall, fence, dock, or other structure or improvement of any nature, together with landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, fence, dock, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining member shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this covenant, unless engaged by the Association in a professional capacity. The Architectural Control Board shall act on submissions to it within forty-five (45) days after receipt of the same (and all further documentation required) or else the request shall be deemed approved.

In the event that any new improvement or landscaping is added to a Unit/Lot, or any existing improvement on a Lot is altered, in violation of this Section, the Association shall have the right (and an easement and license) to enter upon the applicable Lot and remove or otherwise remedy the applicable violation after giving the Owner of the Lot at least ten (10) days' prior written notice of, and opportunity to cure, the violation in question. The costs of such remedial work and a surcharge of a

minimum of \$25.00 but in no event more than fifty percent (50%) of the aforesaid costs) shall be a special assessment against the Lot, which assessment shall be payable upon demand and secured by the lien for assessments provided for in this Declaration.

The approval of any proposed improvements or alterations by the Architectural Control Board shall not constitute a warranty or approval as to, and neither the Association nor any member or representative of the Architectural Control Board or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration or as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

The Architectural Control Board may, but shall not be required to, require that any request for its approval be accompanied by the written consent of the Owners of the Lots [up to five (5)] adjoining or nearby the Lot/Unit proposed to be altered as described in the request.

Without limiting the generality of Section 1 hereof, the foregoing provisions shall not be applicable to the Declarant or its affiliates.

Section 12. Commercial Vehicles, Trucks, Trailers, Campers and Boats. No trucks (other than those having a capacity of one-half (1/2) ton or less and not having any shell, camper or other attachment) or commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on the Property, or in dedicated areas, except in (i) enclosed garages and (ii) spaces for some or all of the above specifically designated by Declarant or the Association, if any. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services, or to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), or to any vehicles of the Declarant or its affiliates. In all cases, vehicles kept within the Property shall be roadworthy including, without limitation, as to not having flat tires, being in operating condition and having a current license plate/registration.

All Owners and other occupants of Units are advised to consult with the Association prior to purchasing, or bringing onto the Property, any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within the Property.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such 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 such vehicle for trespass, conversion or otherwise, or guilty of any criminal act, by reason of such 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.

Section 13. Parking on Common Areas and Lots/Garages: Garage Conversions. No vehicles of any type shall be parked on any portion of the Common Areas or any portions of a Lot other than its driveway and garage.

All Owners and Members Permittees shall use at least one (1) space in their respective garages for the parking of a vehicle. In the event that such a party keeps a boat on a trailer in the party's garage, the other space shall still be used for vehicular parking. Garage doors shall be kept closed at all times except when in actual use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted therefrom which reasonably require the doors to be left open.

In furtherance of the foregoing and for other purposes, no garage shall be converted to living space or other use, regardless of whether or not such conversion would be visible from the exterior of the Unit.

Section 14. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish (including materials for recycling) shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority or other company or association for disposal or collection of waste shall be complied with. Absent governmental mandate, all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection. In the event the Association, in its sole discretion, provides depositories for recyclable materials, same shall be the only ones used on the Property.

Section 15. Fences, Walls and Hedges. No fence, wall or other structure shall be erected on any Lot, except as originally installed by Declarant or its affiliates or as approved by the Architectural Control Board. Further, no hedge shall be planted except any approved by the Architectural Control Board. In considering any request for the approval of a hedge or other landscaping, the Architectural Control Board shall give due consideration to the possibility of same obstructing the view from any adjoining Lot or Common Area and may condition its approval on the hedge or other landscaping being kept to a specific height by the Association.

No fence, wall or hedge shall be installed by any Owner (other than the Declarant) so as to obstruct any pedestrian, landscaping or similar easement over any Lot.

Section 16. No Drying. No clothing, laundry or wash shall be aired or dried on any portion of the Property except on a portion of a Lot which is completely screened from the view of all persons other than those on the Lot itself.

Section 17. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door of any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Control Board for energy conservation purposes.

Section 18. Exterior Antennas. exterior antennas, satellite dishes or similar equipment shall be permitted on any Lot or improvement thereon, except that Declarant and its affiliates shall have the right, but not the obligation, to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines.

Section 19. Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Control Board. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

Section 20. Driveway and Sidewalk Surfaces. No Owner shall install on a Lot, without the approval of the Architectural Control Board, any sidewalk or driveway which has a surface material and/or color which is different from the materials and colors originally used or approved by the Declarant. Further, no Owner shall change any existing sidewalk or driveway in a manner inconsistent with this Section without such approval.

Section 21. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot without the prior approval of the Architectural Control Board.

Section 22. Variances. The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article VII for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article VII in any instance in which such variance is not granted.

Section 23. Additional Rules and Regulations. The following additional rules and regulations shall be followed within the Property:

a. The Common Areas and facilities, if any, shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored thereon.

b. The personal property of Owners must be stored in their respective Units or in outside storage areas (if any are provided by Declarant or approved by the Architectural Control Board).

c. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any Unit or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be hung from or on the Unit, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the Unit or Lot, except as provided in the Declaration with respect to refuse containers.

d. Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

e. No motor vehicle which cannot operate on its own power shall remain on the Property for more than twenty-

four (24) hours, and no repair of such vehicles shall be made thereon. No portion of the Common Areas may be used for parking purposes, except those portions specifically designed and intended therefor.

Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration, subject to applicable laws and ordinances.

f. No Owner shall make or permit any disturbing noises in the Unit or on the Lot by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Unit or on his Lot in such a manner as to disturb or annoy other residents (applying reasonable standards). No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

g. No electronic equipment may be permitted in or on any Unit or Lot which interferes with the television or radio reception of another Unit.

h. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the Unit or on the Lot, except as approved by the Architectural Control Board.

i. No Owner may alter in any way any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Control Board.

j. No vegetable gardens shall be permitted except in areas screened from public view and the view from adjoining areas, provided that no plants shall exceed the height of the fence, hedge or other improvement providing such screening.

k. No commercial use shall be permitted in the Development even if such use would be permitted under applicable zoning ordinances.

l. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, on a Lot or on the Common Areas, except as to gas cylinders permitted under the Declaration.

m. An Owner who plans to be absent during the hurricane season must prepare his Unit and Lot prior to his departure by designating a responsible firm or individual to care for his Unit and Lot should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

n. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Unit without the prior written approval of the Architectural Control Board.

o. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age

must be accompanied by a responsible adult when entering and/or utilizing recreation facilities (if any).

p. Pets and other animals shall neither be kept nor maintained in or about the Property except in accordance with the Declaration and with the following:

No pet shall be permitted outside of its Owner's Unit unless attended by an adult or child of more than ten (10) years of age and on a leash of reasonable length. Said pets shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes. In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Areas.

q. No hunting or use of firearms shall be permitted anywhere in the Property.

r. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for 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 rights to use of recreational facilities, if any, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

s. These rules and regulations shall not apply to the Declarant, nor its affiliates, agents or employees and contractors (except in such contractors' capacity as Owners), nor property while owned by either the Declarant or its affiliates. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of, and conditions on time limitations imposed by, the Board.

## ARTICLE VIII

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members.

b. The right of the Association to suspend the right or use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

c. The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication or transfer.

d. All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

Section 2. Effect of Declaration. Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

Section 3. Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the Association and Declarant, which may be withheld in Declarant's sole discretion. Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

## ARTICLE IX

### ANNEXATION

Section 1. Annexation by Declarant. At any time during the initial forty-year term of this Declaration, the Declarant may, at its sole option, annex additional property into the Association to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant.

a. Eligible Property. All or any portion of the property described in Exhibit "A" attached hereto and incorporated herein by reference may be annexed hereto by Declarant.

b. Consent or Joinder Not Required. No consent or joinder of any Class A member or other party shall be necessary to effect any annexation made pursuant to this Section.

c. Declaration of Annexation. Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant setting forth the legal description of the property being annexed and the restrictive covenants to be applied to such annexed property.



d FHA/VA Approval. Declarant shall submit a written request for approval of any annexation under this Section to the Federal Housing Administration ("FHA") and the Veterans Administration ("VA") accompanied by a copy of the Declaration of Annexation. If neither FHA nor VA notifies Declarant of objections to the annexation within fifteen (15) days of the date of Declarant's request for approval, such approval shall be deemed to have been granted.

Section 2. Annexation by Action of Members. At any time the Board of Directors may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by members entitled to cast two-thirds (2/3) of the votes in each class of membership, and by FHA and VA as set forth in Subsection 1(d) above. Any property that is contiguous to existing property subject to this Declaration may be annexed hereto according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation as set forth in Subsection 1(c) above executed by the parties herein described.

Section 3. No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association and no owner of property excluded from the Association shall have any right to have such property annexed thereto.

Section 4. Effect of Annexation on Class B Membership. In determining the number of Lots owned by Declarant and Professional Builders for purposes of Class B Membership status according to Article II, Section 10, the total number of Lots covered by the Association including all Lots annexed thereto shall be considered. If Class B Membership has previously expired but annexation of additional property restores the ratio of Lots owned by Declarant and Professional Builders to the number required for Class B Membership, such Class B Membership shall be reinstated.

## ARTICLE X

### GENERAL

Section 1. Remedies. In the event of any default by any Owner under the provisions of the Declaration, Bylaws or rules and regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective maintenance

assessment (to the same extent as the lie provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

Section 2. Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five percent (75%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial forty-year period or any extension thereof which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and properly recorded in Orange County, Florida. This Declaration may be amended during the first forty (40) year period by an instrument signed by not less than ninety percent (90%) of the Owners and by the Declarant if the Class B membership has not theretofore terminated, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend, or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment, modification, or repeal is in writing and properly recorded in Orange County, Florida. Declarant further reserves, prior to the closing of the sales of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the plat of subdivision.

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

Section 4. Rights and Obligations. The provisions of this Declaration and the Articles of Incorporation and Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and Bylaws, whether or not mention thereof is made in said deed.

Section 5. Miscellaneous Provisions. Any provision of the within Declaration or of the Articles of Incorporation and Bylaws to the contrary notwithstanding, the following provisions shall control:

a. FHA/VA Approval. If any prospective Owner applies for FHA or VA mortgage financing and receives a commitment therefor, the following actions will require approval of the Federal Housing Administration and the Veterans Administration as applicable: (1) Addition of properties except as set forth in Article IX, (2) dedication of Common Areas, and (3) amendment of this Declaration.

b. The following actions will require notice to all institutional holders of first mortgage liens: (1) abandonment or termination of the Association; or (2) material amendment to the Declaration.

c. Upon the request of any first mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under the within Declaration or the Bylaws or Association rules or regulations which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of the said dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

d. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each mortgage) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

- (i) by act or omission seek to abandon, partition, encumber, or transfer the Common Areas, if any, or any portion thereof or interest therein;

(The granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause.)

- (ii) substantially change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Association;

- (iii) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots;

- (iv) fail to maintain liability and extended coverage insurance on insurable property comprising a part of the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs).

e. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

Section 6. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 7. Conflicts. In the event of conflict between the terms of this Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control. In the event of conflict between the terms of this Declaration and the Master Declaration the more restrictive provision shall control.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate

seal to be here to affixed as of the day and year first above written.

WITNESSES:

Jacquelyn A. Caines  
Jacquelyn A. Caines  
Joel Deines  
Joel Deines

STATE OF FLORIDA

COUNTY OF ORANGE

DECLARANT

CENTEX REAL ESTATE CORPORATION

By: Walter A. Tilley  
Walter A. Tilley  
Vice-President  
151 Southhall Lane Suite 230  
Maitland, FL. 32751-7190

BEFORE ME, a notary public duly authorized in the state and place aforesaid, did appear Walter A. Tilley, as Vice President of CENTEX REAL ESTATE CORPORATION, a Nevada corporation, who is personally known to me and he did not take an oath but did attest and affirm that he executed the foregoing for the purposes expressed therein.

WITNESS MY HAND and SEAL this 18<sup>th</sup> day of November, 1992

Raymond Benson  
Notary Public, State of Florida  
Notary's Name Printed:  
Raymond A. Benson  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: June 15, 1995  
BONDED THRU NOTARY PUBLIC UNDERWATZAL

OR4508 PGO

LEGAL DESCRIPTION  
OF PROPERTY SUBJECT TO POTENTIAL ANNEXATION

A tract of land lying in Sections 14 and 23, Township 24 South, Range 29 East, being more particularly described as follows:

Commence at the Southwest corner of Wetherbee Road Phase 1B according to the plat thereof as recorded in Plat Book 27, Page 99 of the Public Records of Orange County, Florida, for a point of reference said point being the intersection of the South right-of-way line of said Wetherbee Road with the East right-of-way line of the Sunshine State Parkway right-of-way map, Project Number 2, Section 11, Sheet 1 and 2, dated October 25, 1961, said point also lies on a non-tangent curve concave Northwesterly; thence along said South right-of-way line and said curve having a radius length of 2246.37 feet, central angle of 22°17'42", an arc length of 874.11 feet, a chord length of 868.60 feet and a chord bearing of N65°35'32"E; thence continue along said South right-of-way line N59°50'00"E, 376.26 feet to the Point of Curvature of a curve concave Southerly; thence run Easterly along said South right-of-way line and said curve having radius length of 2340.00 feet, a central angle of 16°38'24", an arc length of 679.59 feet, a chord length of 677.20 feet and a chord bearing of N68°09'12"E, to the Point of Beginning; thence continue Easterly along said South right-of-way line and said curve having radius length of 2340.00 feet, a central angle of 23°19'36", an arc length of 952.68 feet, a chord length of 946.12 feet and a chord bearing of N88°08'12"E, to the Point of Tangency thereof; thence continue along said South right-of-way line S80°12'00"E, 1064.5 feet; thence departing said South right-of-way line run S08°30'00"W 139.34 feet to the Point of Curvature of a curve concave Easterly; thence run Southerly along said curve having a radius length of 855.00 feet, a central angle of 09°50'28", an arc length of 146.8 feet, a chord length of 146.67 feet and a chord bearing of S03°34'46"W; thence run non-radial to said curve S89°57'08"W, 56.0 feet; thence run S00°02'42"W, 50.34 feet; thence run N89°57'02"E 58.76 feet to a point on a non-tangent curve concave Easterly; thence run Southerly along said curve having a radius length of 855.00 feet, a central angle of 15°16'50", an arc length of 228.02 feet, a chord length of 227.35 feet and a chord bearing of S12°21'35"E, to the Point of Tangency thereof; thence run S20°00'00"E, 46.62 feet to the Point of Curvature of a curve concave Westerly; thence run Southerly along said curve having a radius length of 2050.00 feet, a central angle of 17°00'00", an arc length of 608.25 feet, a chord length of 606.02 feet and a chord bearing of S11°30'00"E, to the Point of Tangency thereof; thence run S09°00'00"E, 130.00 feet; thence run S02°08'47"W, 105.68 feet; thence run S27°40'40"W, 698.54 feet; thence run S90°00'00"W, 623.42 feet; thence run S00°00'00"E, 891.00 feet; thence run S89°51'16"W, 536.91 feet; thence run N27°23'44"W, 1962.9 feet; thence run N00°00'00"E, 181.47 feet; thence run N47°20'01"E 92.88 feet; thence run N02°18'52"E, 305.55 feet; thence run N69°51'04"E, 162.03 feet; thence run N80°28'42"E, 31.93 feet; thence run N09°29'18"W, 332.19 feet; thence run N09°52'45"E, 170.38 feet; thence run N09°04'08"E, 243.61 feet to the Point of Beginning.

TOGETHER WITH

A tract of land lying in Section 23, Township 24 South, Range 29 East, being more particularly described as follows:

Commence at the Southwest corner of Wetherbee Road Phase 1B according to the plat thereof as recorded in Plat Book 27, Page 99 of the Public Records of Orange County, Florida, for a point of beginning said point being the intersection of the South right-of-way line of said Wetherbee Road with the East right-of-way line of the Sunshine State Parkway according to the Sunshine State Parkway map, Project Number 2, Section 11, Sheets 1 and 2, dated October 25, 1961; thence along said East right-of-way line, run S00°31'34"E, 1747.45 feet; thence departing said East right-of-way line, run N89°30'10"E, 163.2 feet; thence run S56°47'59"E, 122.71 feet; thence run N89°56'16"E 107.73 feet; thence run N47°53'27"E, 111.35 feet; thence run N13°11'49"E, 75.20 feet; thence run N46°18'56"E, 70.79 feet; thence

run N78°56'54"E, 90.35 feet; thence run S28°58'13"E, 25.00 feet; thence run N72°38'35"E, 581.99 feet; thence run N19°44'30"E, 951.74 feet; thence run N00°00'00"E, 181.47 feet; thence run N47°20'01"E, 92.88 feet; thence run N02°18'52"E, 305.55 feet; thence run N69°51'04"E, 162.03 feet; thence run N80°28'42"E, 31.93 feet; thence run N09°29'18"W, 332.19 feet; thence run S69°28'35"W, 219.93 feet; thence run S42°37'58"W, 72.15 feet; thence run S36°11'17"W, 60.5 feet; thence run S50°04'18"W, 58.11 feet; thence run S59°04'15"W, 168.73 feet; thence run N67°35'01"W, 170.08 feet to a point on a non-tangent curve concave Westerly; thence run Northerly, along said curve having a radius length of 1264.53 feet, a central angle of 15°49'04", an arc length of 349.10 feet, a chord length of 347.9 feet, and a chord bearing of N12°52'54"W, to a point lying on the South right-of-way line of said Wetherbee Road; thence along said South right-of-way line run S59°50'00"W, 71.00 feet to a point on a non-tangent curve concave Westerly; thence departing said Southern right-of-way line, run Southerly, along said curve having a radius length of 1194.53 feet, a central angle of 16°40'55", an arc length of 347.79 feet, a chord length of 346.57 feet and a chord bearing of S11°53'41"E, to the point of compound curvature of a curve concave Northwesterly; thence run Southwesterly, along said curve having a radius length of 275.00 feet, a central angle of 50°05'05", an arc length of 240.39 feet, a chord length of 232.81 feet and a chord bearing of S21°29'18"W; thence run, non-radial to said curve N37°07'51"W, 106.05 feet to a point on a non-tangent curve concave Northwesterly; thence run Southwesterly, along said curve having a radius length of 170.00 feet, a central angle of 18°22'52", an arc length of 54.54 feet, a chord length of 54.30 feet and a chord bearing of S51°46'20"W, to the point of tangency thereof; thence run S60°57'46"W, 370.03 feet; thence run N29°02'14"W, 382.11 feet to a point on a non-tangent right-of-way curve of the aforesaid South right-of-way line of Wetherbee Road concave Northwesterly; thence run Southwesterly, along said South right-of-way line and said curve having a radius length of 2246.37 feet, a central angle of 08°37'53", an arc length of 338.41 feet, a chord length of 338.09 feet and a chord bearing of S72°25'26"W, to the point of beginning.

Less and except the following described real property:

All of SOUTHCHASE PHASE 1B VILLAGE 8 according to the plat thereof as recorded in Plat Book 30, Page 131, Public Records of Orange County, Florida.

ALSO DESCRIBED AS a tract of land lying in Sections 14 and 23, Township 24 South, Range 29 East, to-wit:

Commence at the Southwest corner of Wetherbee Road Phase 18 according to the plat thereof as recorded in Plat Book 27, Page 99 of the Public Records of Orange County, Florida, for the Point of Beginning, said point being the intersection of the South right-of-way line of said Wetherbee Road Phase 1B with the East limited access right-of-way line of the Sunshine State Parkway, according to the Sunshine State Parkway right-of-way map, Project Number 2, Section 11, Sheets 1 and 2, dated October 25, 1961, said point also lies on a non-tangent curve concave Northwesterly; thence run Northeasterly along said South right-of-way line and said curve, having a radius length of 2246.37 feet, a central angle of 08°37'53", an arc length of 338.40 feet, a chord length of 338.08 feet, and a chord bearing of N72°25'27"E; thence departing said South right-of-way line run non-radial to said curve S29°02'14"E, 382.11 feet; thence run N60°57'46"E, 365.36 feet; thence run N48°29'23"E, 50.70 feet; thence run S49°40'18"E, 109.60 feet to a point on a non-tangent curve concave Northwesterly; thence run Northeasterly along said curve having a radius length of

305.00 feet, a central angle of  $48^{\circ}19'34''$ , an arc length of 257.25 feet, a chord length of 249.69 feet, and a chord bearing of  $N16^{\circ}48'11''E$ , to the Point of Tangency; thence run  $N07^{\circ}21'36''W$ , 170.58 feet to the Point of Curvature of a curve concave Southwesterly; thence run Northwesterly along said curve having a radius length of 365.00 feet, a central angle of  $22^{\circ}48'24''$ , an arc length of 145.29 feet, a chord length of 144.33 feet, and a chord bearing of  $N18^{\circ}45'49''W$ , to a point on the aforesaid South right-of-way line of Wetherbee Road; thence run along said South right-of-way line,  $N59^{\circ}50'00''E$ , 180.29 feet to the Point of Curvature of a curve concave Southeasterly; thence continue along said South right-of-way line of Wetherbee Road and said curve having a radius length of 2340.00 feet, a central angle of  $13^{\circ}23'42''$ , an arc length of 547.06 feet, a chord length of 545.82 feet, and a chord bearing of  $N66^{\circ}31'51''E$ , to the Northwest corner of Tract "A" of said Wetherbee Road, Phase 1B; thence departing said South right-of-way line of Wetherbee Road run  $S16^{\circ}46'18''E$ , non-radial to said curve along the West line of said Tract "A", 70.00 feet; thence run  $N73^{\circ}13'42''E$ , along the South line of said Tract "A", 55.00 feet; thence run  $N28^{\circ}13'42''E$ , along the East line of said Tract "A", 42.43 feet; thence continue along said East line,  $N16^{\circ}46'18''W$ , 38.46 feet to a point on said South right-of-way line of Wetherbee Road, said point lies on a non-tangent curve concave Southeasterly; thence run Northeasterly along said South right-of-way line and said curve having a radius length of 2340.00 feet, a central angle of  $01^{\circ}09'47''$ , an arc length of 47.50 feet, a chord length of 47.50 feet, and a chord bearing of  $N75^{\circ}53'30''E$ ; thence departing said South right-of-way line of Wetherbee Road run  $S09^{\circ}04'08''W$ , non-radial to said curve, 239.96 feet; thence run  $S09^{\circ}29'18''E$ , 773.11 feet; thence run  $S40^{\circ}56'30''W$ , 150.32 feet; thence run  $S26^{\circ}05'11''W$ , 139.81 feet; thence run  $S31^{\circ}01'07''W$ , 52.95 feet; thence run  $S30^{\circ}27'07''W$ , 29.48 feet; thence run  $S27^{\circ}12'06''W$ , 614.20 feet; thence run  $N64^{\circ}56'42''W$ , 189.60 feet; thence run  $N25^{\circ}03'18''E$ , 15.42 feet; thence run  $N64^{\circ}56'42''W$ , 155.00 feet; thence run  $N25^{\circ}03'18''E$ , 252.97 feet; thence run  $N04^{\circ}46'10''E$ , 56.07 feet; thence run  $N01^{\circ}58'44''W$ , 112.15 feet; thence run  $S76^{\circ}00'24''W$ , 55.86 feet; thence run  $S64^{\circ}18'26''W$ , 57.33 feet; thence run  $S60^{\circ}57'46''W$ , 310.00 feet; thence run  $S49^{\circ}35'20''W$ , 61.20 feet; thence run  $N29^{\circ}02'14''W$ , 117.07 feet; thence run  $S60^{\circ}57'46''W$ , 4.21 feet to the Point of Curvature of a curve concave Southeasterly; thence run Southwesterly along said curve having a radius length of 125.00 feet, a central angle of  $33^{\circ}32'53''$ , an arc length of 73.19 feet, a chord length of 72.15 feet, and a chord bearing of  $S44^{\circ}11'19''W$ ; thence run radial to said curve,  $N62^{\circ}35'07''W$ , 50.00 feet to a point on a curve concave Southeasterly; thence run Northeasterly along said curve having a radius length of 175.00 feet, a central angle of  $10^{\circ}37'20''$ , an arc length of 32.44 feet, a chord length of 32.40 feet, and a chord bearing of  $N32^{\circ}43'33''E$ , to the Point of Reverse Curvature of a curve concave Westerly; thence run Northerly along said curve having a radius length of 25.00 feet, a central angle of  $75^{\circ}31'21''$ , an arc length of 32.95 feet, a chord length of 30.62 feet, and a chord

bearing of N00°16'32"E, to the Point of Tangency; thence run N37°29'08"W, 69.29 feet to the Point of Curvature of a curve concave Northeasterly; thence run Northwesterly along said curve having a radius length of 225.00 feet, a central angle of 04°23'58", an arc length of 24.95 feet, a chord length of 24.95 feet, and a chord bearing of N35°17'09"W; thence run S57°03'53"W, non-radial to said curve, 65.01 feet; thence run S30°41'07"W, 46.70 feet; thence run S08°50'33"W, 53.02 feet; thence run S00°31'34"E, 300.00 feet; thence run S89°28'26"W, 105.00 feet; thence run S00°31'34"E, 11.95 feet; thence run S89°28'26"W, 172.33 feet; thence run S06°32'12"W, 79.87 feet; thence run S00°00'00"E, 336.27 feet; thence run S19°14'32"E, 157.00 feet; thence run S75°28'09"E, 150.89 feet; thence run S29°31'54"W, 12.07 feet to the Point of Curvature of a curve concave Northwesterly; thence run Southwesterly along said curve having a radius length of 25.00 feet, a central angle of 55°39'53", an arc length of 24.29 feet, a chord length of 23.34 feet, and a chord bearing of S57°21'51"W, to the Point of Reverse Curvature of a curve concave Southerly; thence run Westerly along said curve having a radius length of 50.00 feet, a central angle of 03°51'07", an arc length of 3.36 feet, a chord length of 3.36 feet, and a chord bearing of S83°16'14"W; thence run non-radial to said curve N75°28'09"W, 135.97 feet; thence run S14°31'51"W, 93.90 feet; thence run S04°23'54"E, 95.06 feet; thence run S56°47'59"E, 122.71 feet; thence run N89°56'16"E, 107.73 feet; thence run N47°53'27"E, 111.35 feet; thence run N13°11'49"E, 75.20 feet; thence run N46°18'56"E, 70.79 feet; thence run N78°56'54"E, 90.38 feet; thence run S25°02'11"E, 236.77 feet; thence run S64°57'49"W, 783.20 feet to a point on the aforesaid East limited access right-of-way line of the Sunshine State Parkway, said point lies on a non-tangent curve concave Easterly; thence run Northerly along said East limited access right-of-way line and said curve having a radius length of 22718.31 feet, a central angle of 00°08'29", an arc length of 56.01 feet, a chord length of 56.01 feet, and a chord bearing of N00°35'48"W, to the Point of Tangency; thence continue along said East limited access right-of-way line N00°31'34"W, 2089.03 feet, to the Point of Beginning.

RECORDED & RETURNED VERIFIED

Martha O'Hara  
County Coroner, Orange Co., FL

OR 4508 PG 0554