

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WOODBIDGE AT COUNTRY CREEK

THIS DOCUMENT contains certain covenants and restrictions made by CALTON HOMES OF FLORIDA, INC. (the "Developer") on March 27, 1986.

BOOK PAGE
1738 1558
SEMINOLE CO. FL.

DEVELOPMENT PLAN

Country Creek is a planned unit development (P.U.D.) located in Seminole County, Florida. The land plan for the Country Creek property contemplates a variety of land uses: single family detached homes, cluster homes, townhomes, condominium units and commercial development. The land plan contemplates private streets, recreation and open spaces, sanitary sewer, drainage and water services.

To protect land values and to preserve the natural beauty of Country Creek, each subdivision and condominium being developed in Country Creek will be subjected to land use restrictions and architectural controls at the time it is developed. To enforce these restrictions and to provide the services needed by each development within Country Creek, an owner's association has been or will be created for each separate subdivision and condominium in Country Creek. To coordinate the several separate subdivision and condominium associations and to provide services benefiting the entire Country Creek Community, an overall Master Association has been created. The members of the Master Association shall be representatives from each subdivision and condominium in Country Creek.

PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject the property known as Woodbridge at Country Creek and being more particularly described in Exhibit "A" (the "Subdivision") to certain covenants and restrictions which are intended to benefit and obligate the Owners of each Lot in the Subdivision. This document is sometimes referred to as these "Covenants".

Developer declares that the Subdivision shall be conveyed and occupied subject to all matters set forth in this document. These Covenants shall run with title to the land and shall be binding upon the Developer and upon all parties acquiring any interest in the Subdivision after the recording of these Covenants in the Public Records.

ARTICLE I

MUTUAL BENEFITS AND OBLIGATIONS

The Covenants contained in this document are made for the mutual benefit of each and every Owner of a Lot or Parcel in the Subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each Lot or Parcel and its Owner.

ARTICLE II

DEFINITIONS

The following words when used in this document shall have the meaning given to them in this Article.

Section 2.1. Subdivision. This term shall mean all the

CLERK OF DISTRICT COURT
SEMINOLE COUNTY, FLORIDA
RE

property known as Woodbridge at Country Creek as described in the Plat thereof, which is recorded in Plat Book _____, at Pages _____, _____ and _____, of the Public Records of Seminole County, Florida.

Section 2.2. Lot. Each platted lot in the Subdivision, regardless of whether a dwelling has been constructed on such lot. Lots shall not include parcels of land designated Tracts "A" through "D" on the Plat of Woodbridge at Country Creek.

Section 2.4. Master Association. Country Creek Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2.4. Subdivision Association. Woodbridge at Country Creek, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2.5. Owner. Each person who owns record title to a Lot.

Section 2.6. Limited Common Property. Real or personal property, or interests in real or personal property, which is intended for use and benefit of Owners in Woodbridge at Country Creek, their guests and invitees. By way of example, but not by way of limitation, same shall include streets, tracts, creeks and other retention areas, and medians. Limited Common Property may be subject to easements, encumbrances and other matters of record. Developer may retain title to Limited Common Property until the Class B membership terminates as provided in the Articles of Incorporation of the Subdivision Association.

Section 2.7. Assessments. Annual or special assessments by the Subdivision Association against Lots in the Subdivision made in accordance with the terms of these Covenants.

Section 2.8. Resident. Any person occupying a Lot.

Section 2.9. Developer. Calton Homes of Florida, Inc., Plaza North Building II, 405 Douglas Avenue, Suite 1305, Altamonte Springs, Florida 32714, its successors and assigns as to the rights of Developer hereunder.

ARTICLE III

SUBDIVISION ASSOCIATION

Section 3.1. General Purpose. The Subdivision Association is organized for the purpose of providing common services to Owners, and to certain portions of Lots and residences thereon as set forth herein, and maintaining Limited Common Property, providing enforcement of these Covenants, and engaging in activities for the mutual benefit of the Owners. All Owners are members of the Subdivision Association. Provisions relating to the Subdivision Association are contained in the Articles of Incorporation and By-Laws of the Subdivision Association. The initial services to be provided by the Subdivision Association are: maintenance of grounds, landscaping, trees and shrubbery on all Lots and the Limited Common Property, painting and maintenance of the exterior of the residences on each Lot (excluding glass), maintenance of the Limited Common Property, including the private streets in the Subdivision; street lighting for Subdivision streets; security services, if approved by a majority vote of the Directors; and miscellaneous grounds maintenance. The Subdivision Association shall have the right to increase or reduce the services provided by affirmative vote of the members in accordance with the By-Laws of the Subdivision Association. In order to pay for these services, the Subdivision Association will charge

BOOK 1738 1559
SEMINOLE COUNTY, FLORIDA

Assessments against the Lots and their Owners.

Section 3.2. Creation of Lien for Assessments. All Lots owned by Owners other than the Developer are subject to a continuing lien to secure unpaid Assessments due to the Subdivision Association in accordance with the provisions of these Covenants. This continuing lien will also secure late fees, interest on unpaid Assessments, and the cost of collecting unpaid Assessments, including reasonable attorneys' fees. The Subdivision Association shall have the right to perfect a specific lien on each lot for unpaid Assessments commencing upon the initial conveyance of a Lot to an Owner other than the Developer. The lien will be effective from and after recording a claim of lien in the Public Records of Seminole County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Subdivision Association have been fully paid. All Lots or Parcels shall be sold subject to the terms and provisions of the continuing lien described in this Section.

Section 3.3. Annual Assessments. Until conveyance of all Lots by Developer, Developer shall fix the amount and the due date of the annual Assessment. Thereafter, the Board of Directors of the Subdivision Association shall fix the annual Assessment, the date such Assessments become due, and the periods of collection, whether annually, semi-annually, quarterly or monthly. The annual Assessment for each Lot shall be determined by dividing the total Assessment by the total number of Lots in the Subdivision and shall be collected and disbursed by the Subdivision Association. The Board shall notify the Owners of each Lot of the amount and the date on which the Assessments are payable and the place of payment. The Subdivision Association shall, without charge, on written request of any Owner or the mortgagee of any Owner, furnish a certificate signed by an officer or duly authorized agent of the Subdivision Association which sets forth the Assessments levied against an Owner and the Owner's Lot and whether the Assessment has been paid.

Section 3.4. Special Assessments. The Subdivision Association may levy a special Assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Subdivision Association. A major repair is a repair made to an existing capital improvement which exceeds Five Hundred Dollars (\$500.00) and the useful life of which is greater than one (1) year. Replacement of a capital improvement means any replacement of an existing capital improvement. The Subdivision Association may levy or collect a special Assessment to acquire a new capital improvement if the cost of the improvement is less than Two Thousand Five Hundred Dollars (\$2,500.00), or if the cost exceeds Two Thousand Five Hundred Dollars (\$2,500.00) and the Assessment is approved by a vote of sixty percent (60%) of the Class A Members of the Subdivision Association.

Section 3.5. Date of Commencement of Annual Assessments. The annual Assessment for each Lot shall begin upon the initial conveyance of a Lot to an Owner other than Developer. The first annual Assessment for each Lot shall be prorated for the balance of the fiscal year of the Subdivision Association. The first annual Assessment shall be due and payable in advance in the installments and at the place established by Developer at the time of such conveyance.

Section 3.6. Effect of Non-payment of Assessment: Remedies of the Subdivision Association. Any Assessment payment not paid within thirty (30) days after the due date shall be subject to a late fee of Ten Dollars (\$10.00) and shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or the maximum annual interest rate allowed under the laws of the State of Florida, at whichever is less, until paid.

1736 1560
SEMINOLE CO. FL.
EACH PAGE

? Equal per unit?
total \$2500 per unit?
OR per unit?

Additionally, the Subdivision Association may accelerate payment of the entire annual Assessment, may bring an action against the Owner of the Lot for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. No Owner may waive or otherwise escape liability for Assessments by nonuse of Limited Common Property or by abandonment of the Lot owned by such Owner.

Section 3.7. Subordination of Lien to Mortgages. The lien of any Assessment authorized by these Covenants shall be subordinate to the lien of any first mortgage on the Lot made by a generally recognized institutional lender, such as a savings and loan association, bank, credit union, insurance company, or the like, so long as all Assessments levied against the Lot which fell due on or prior to the date the mortgage is recorded have been paid. The sale or transfer of any Lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for Assessments which fell due prior to the date of such sale, transfer or foreclosure.

Section 3.8. Damage by Owners. The Owner of a Lot shall be responsible for any expense incurred by the Subdivision Association to repair or replace Limited Common Property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, guests, agents, or invitees. Any such expense shall be a part of the Assessments to which the Owner's Lot is subject and shall be due and payable in the same manner as annual Assessments provided for in these Covenants.

1738 1561
SEMIHOLE CO. FL.
BOOK 1738
PAGE 1561

ARTICLE IV

OWNER'S RIGHTS

Section 4.1. Right to Use Limited Common Property. Each Owner has the non-exclusive right in common with other Owners to use Limited Common Property. This right shall pass with title to each Lot.

Section 4.2. Access. Each Owner and his guests, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Subdivision, holders of mortgage liens on any Lot and such other persons as the Developer or the Subdivision Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the roadways shown on the Subdivision Plat. These rights are subject to the right of the Developer or Subdivision Association to install and maintain utility lines and facilities in the roadways. Ingress may be denied by the Developer or Subdivision Association to any person who, in the reasonable opinion of the Developer or Subdivision Association, may create a disturbance or nuisance on any part of the Country Creek Community. The Developer or the Subdivision Association shall have the right, but not the obligation, to control and prohibit parking on any part of the roadways. The Developer or Subdivision Association shall have the right, but not the obligation, to remove or require the removal of any thing, natural or artificial, located in the Subdivision, if the same will, in the reasonable judgment and opinion of the Developer or Subdivision Association, obstruct the vision of a motorist upon any of the roadways. The Developer or Subdivision Association may relocate or close any part of the roadways without the consent or joinder of any party so long as the Subdivision is not denied reasonable access to a public dedicated street or highway by such relocation or closure.

Section 4.3. Utilities. Each Owner may use the underground utility lines, lift and pumping stations, pipes, sewer, and drainage lines constructed in the roads or other

Additionally, the Subdivision Association may accelerate payment of the entire annual Assessment, may bring an action against the Owner of the Lot for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. No Owner may waive or otherwise escape liability for Assessments by nonuse of Limited Common Property or by abandonment of the Lot owned by such Owner.

Section 3.7. Subordination of Lien to Mortgages. The lien of any Assessment authorized by these Covenants shall be subordinate to the lien of any first mortgage on the Lot made by a generally recognized institutional lender, such as a savings and loan association, bank, credit union, insurance company, or the like, so long as all Assessments levied against the Lot which fell due on or prior to the date the mortgage is recorded have been paid. The sale or transfer of any Lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for Assessments which fell due prior to the date of such sale, transfer or foreclosure.

Section 3.8. Damage by Owners. The Owner of a Lot shall be responsible for any expense incurred by the Subdivision Association to repair or replace Limited Common Property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, guests, agents, or invitees. Any such expense shall be a part of the Assessments to which the Owner's Lot is subject and shall be due and payable in the same manner as annual Assessments provided for in these Covenants.

1738 1561
BOOK (FRONT RECORD)
PAGE
SEMINOLE CO. FL.

ARTICLE IV

OWNER'S RIGHTS

Section 4.1. Right to Use Limited Common Property. Each Owner has the non-exclusive right in common with other Owners to use Limited Common Property. This right shall pass with title to each Lot.

Section 4.2. Access. Each Owner and his guests, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Subdivision, holders of mortgage liens on any Lot and such other persons as the Developer or the Subdivision Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the roadways shown on the Subdivision Plat. These rights are subject to the right of the Developer or Subdivision Association to install and maintain utility lines and facilities in the roadways. Ingress may be denied by the Developer or Subdivision Association to any person who, in the reasonable opinion of the Developer or Subdivision Association, may create a disturbance or nuisance on any part of the Country Creek Community. The Developer or the Subdivision Association shall have the right, but not the obligation, to control and prohibit parking on any part of the roadways. The Developer or Subdivision Association shall have the right, but not the obligation, to remove or require the removal of any thing, natural or artificial, located in the Subdivision, if the same will, in the reasonable judgment and opinion of the Developer or Subdivision Association, obstruct the vision of a motorist upon any of the roadways. The Developer or Subdivision Association may relocate or close any part of the roadways without the consent or joinder of any party so long as the Subdivision is not denied reasonable access to a public dedicated street or highway by such relocation or closure.

Section 4.3. Utilities. Each Owner may use the underground utility lines, lift and pumping stations, pipes, sewer, and drainage lines constructed in the roads or other

easements as shown on the Subdivision Plat, and the same may be relocated from time to time, subject to regulations of the utilities serving the Subdivision and the regulations and ordinances of the City of Altamonte Springs.

Section 4.4. Easements Across Adjacent Residential Parcels. The type of housing to be erected in the Subdivision will be residences that share walls with adjoining residences and may have roof eaves that encroach over the boundary lines of adjoining Lots on which are situated other residences. Therefore, the Owner of each Lot shall have and is hereby granted a perpetual, nonexclusive easement over, across and upon any adjacent Lots for the purpose of permitting the maintenance and repair of the Owner's residence, Lot or other improvements and for the purpose of the continued existence and maintenance and repair of any and all party walls and roof encroachments. Such easement shall be for the use and benefit of the Owners, their heirs, successors, assigns and subsequent grantees.

Section 4.5. Sidewalks. Each Owner has the non-exclusive right to use in common with others any and all sidewalks located in the Subdivision, whether same are situated on Limited Common Property or on a portion of a Lot. As to any sidewalk situated on a portion of a Lot, this non-exclusive right shall exist to all Owners whether the sidewalk was installed prior to or after conveyance of said Lot to the Owner thereof.

Section 4.6. Pedestrian Easements. The Developer may place sidewalks in the Subdivision in a pattern to allow internal circulation of pedestrian movement. Wherever same may be located in the Subdivision, each Owner of a Lot adjacent thereto, by acceptance of his deed, grants to all parties using said sidewalks the right of ingress and egress over his Lot where necessary to obtain access to said internal circulation pattern.

Section 4.7. Maintenance of Party Walls. With regard to the party walls shared by two or more Owners, each Owner by acceptance of a Deed to a Lot and recordation of same in the Public Records of Seminole County, Florida, agrees as follows:

4.7.1. To be jointly responsible with any and all Lot Owner or Owners sharing such party wall, on an equal basis, for all maintenance of the respective party walls;

4.7.2 Should such party wall be damaged or destroyed through the fault, negligence, or other act or omission of one (1) Owner, such Owner shall rebuild or repair the party wall, and shall compensate the other Owner for any damages to the property of said other Owner;

4.7.3. Should any party wall as used by two Owners as aforesaid, at any time be injured by any cause other than the act or omission of either Owner, the party wall shall be repaired or rebuilt at the joint expense of both Owners, provided that any sum received from insurance against said injury or destruction shall first be applied to such repair or restoration;

4.7.4 Any repairing or rebuilding of the party wall shall be on the same location, and of the same size, as the original party wall or portion thereof, and of the same or similar materials and of the same quality as that used in the original party wall or portion thereof;

4.7.5. No Owner, nor his heirs or assigns, may extend a party wall, either horizontally or vertically, and no joists, crossbeams, studs, or other structural members used in construction, repair, or maintenance of any adjoining residence shall encroach on the other half of the party wall. Any use of the party wall by an Owner shall not injure the adjoining residence and shall not impair the party wall benefits and

OFFICIAL RECORDS
BOOK PAGE
1738 1562
SEMINOLE CO. FL.

support to which the adjoining residence is entitled;

4.7.6. To indemnify and hold harmless Developer, its successors, assigns and grantees, from any and all damage arising from the use of the rights and easements herein granted;

4.7.7. To be responsible for any damage or damages which may arise to the property or rights of Developer, its successors, assigns and grantees, in connection with each Owner's use, occupation and possession of the rights and easements herein granted.

Section 4.8. Maintenance of Roof Overhangs. With regard to any roof overhangs from the residence on one Lot to another Lot, each respective Owner, by acceptance of a Deed to a Lot and recordation of same in the Public Records of Seminole County, Florida, agrees:

4.8.1 To be solely responsible for all maintenance, repair and replacement of the portion of his roof that encroaches on the adjoining Lot;

4.8.2. To indemnify and hold harmless Developer, its successors, assigns and grantees, from any and all damage arising from the use of the rights and easements herein granted;

4.8.3. To be responsible for any damage or damages which may arise to the property or rights of Developer, its successors, assigns and grantees, in connection with each Owner's use, occupation and possession of the rights and easement herein granted.

OFFICIAL RECORDS
BOOK PAGE
1738 1563
SEMINOLE CO. FL.

ARTICLE V

RIGHTS OF THE SUBDIVISION ASSOCIATION

Section 5.1. Enforcement Rights. If the Subdivision Association provides an Owner with written notice of a violation of these Covenants by the Owner and such violation is not cured by the Owner within thirty (30) days of receipt of the notice, the Subdivision Association, its agents or employees, shall have the right, but not the obligation, to enter upon the Owner's Lot to cure such violation. Any such removal or curing shall be at the expense of the Owner of the Lot on which the violation has occurred or exists, which expense shall be payable by such Owner to the Subdivision Association on demand. Provided, however, notwithstanding the foregoing, the Subdivision Association shall not be required to provide an Owner with written notice of a violation before correcting such violation in the event the Subdivision Association has provided the Owner or its predecessor in interest with three (3) or more notices of the same type of violation within the preceding two (2) years. Entry to remove and cure any violation of these Covenants shall not be a trespass and the Subdivision Association shall not be liable for any damages on account of the entry. The rights of the Subdivision Association described in this Article shall not be construed as a limitation on the rights of the Developer or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Subdivision Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time. The Subdivision Association shall not be required to provide an Owner with written notice of the types of violations which the Subdivision Association has the right to cure or correct under Paragraph 8.5.2.

Section 5.2. Lien Rights. Any amounts owed by an Owner to the Subdivision Association as a result of the Subdivision Association's abating or curing violations of these Covenants shall be due and payable within ten (10) days from the date of receipt of a statement for such amounts from the Subdivision Association. If any of said sums are not paid when due, they shall be added to and become part of the annual Assessment to which the Lot is subject.

Section 5.3. Limited Common Property Rights. The Subdivision Association shall have the right:

5.3.1. to adopt reasonable rules and regulations pertaining to the use of the Limited Common Property, the preservation of such property, and the safety and convenience of the other users of the Limited Common Property;

5.3.2. to charge nondiscriminatory and reasonable fees for the use of any recreational facility;

5.3.3. to suspend the right to use any recreational facility by an Owner for any period during which an Assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for the violation of any of its published rules and regulations;

5.3.4. to convey or encumber any Limited Common Property if authorized by two-thirds (2/3) of the Owners;

5.3.5. to grant easements and rights-of-way over the Limited Common Property as it deems necessary or appropriate for the proper servicing and maintenance of the Limited Common Property and for the development and improvement of any portion of the Country Creek Community; and

5.3.6. to dedicate to the public any street or other improvement forming part of the Limited Common Property, provided the Subdivision Association shall obtain written approval of the Master Association prior to any such dedication.

ARTICLE VI

RIGHTS OF DEVELOPER

Section 6.1. Eminent Domain. If all or part of any easement granted by Developer is taken by eminent domain, no claim shall be made by the Subdivision Association or any Owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide Owners with access to their Lots and with utility service if such an easement is available over lands within the control of Developer.

Section 6.2. Easements for Utilities and Cable Television. Developer reserves a perpetual easement on, over and under the easements and Limited Common Property shown on the Subdivision Plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. Developer reserves an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this Section shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements. All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer which are assignable by Developer to third parties who undertake to provide

OFFICIAL RECORDS
BOOK PAGE
1738 1564
SEMIWOLE CO., FL.

be reimbursed by the Subdivision Association or the Owner, as the case may be. Developer anticipates that each Lot in the Country Creek Community will be subjected to the Country Creek Community Covenants, as the same may be amended from time to time.

ARTICLE VIII

ARCHITECTURAL CONTROLS

Section 8.1. Plans. All plans for construction of improvements on Lots, including the proposed location thereof, construction materials, and outward appearance including color and texture of exterior materials, whether initial construction or changes or additions to an existing improvement and landscaping, shall require the approval in writing by the Architectural Review Committee ("ARC") before any work is commenced. The ARC shall consist of three (3) persons appointed by the Board of Directors of the Subdivision Association who shall serve at the pleasure of the Board of Directors. Any change in the outward appearance of any improvement, including but not limited to repainting the same in a different color, adding decorative sculptures, wrought iron grills, or the like, shall also require approval in writing by the ARC before any work is commenced.

Section 8.2. Duties of ARC. The ARC shall approve or disapprove the plans for an improvement within ten (10) days after the same is submitted to it in proper form. If the plans are not approved within such period, they shall be deemed to have been disapproved. The plans submitted to the ARC for approval shall include all plans necessary for construction and shall meet the following standards:

8.2.1. Be not less than 1/8" equals 1' scale;

8.2.2 Show the elevation of the ground on all sides of the proposed structure as it will exist after grading;

8.2.3. Show the outlines of all foundations, setbacks, trees (which must comply with the ordinances of the City of Altamonte Springs), including the dimensions and the species thereof, drives, fences, outbuildings and garages, existing and proposed;

8.2.4. Include a list of proposed materials and samples of exterior materials and finishes which cannot be described to the ARC's satisfaction; and

8.2.5. Show the size and type of all plant stock in the landscaping plan.

The Developer and the ARC shall not be responsible for defects in plans or specifications or for defects in the improvements. The ARC's review of plans is limited solely to appearance of the improvements and does not include compliance with applicable building codes.

Section 8.3 Design Criteria. It is the Developer's intent to create and maintain a Subdivision in harmony with its surroundings and the natural elements of the land. As the subdivision consists of zero-lot-line residences, there shall be no change in the exterior design of any residence after construction by the Developer. Further, there is to be no change in the outward appearance of any improvement, including but not limited to repainting the same in a different color, adding decorative sculptures, wrought iron grills, or the like, unless first approved in writing by the ARC and the Subdivision Association before any work is commenced, and only so long as such change to any individual residence shall be applied in a

1738 1566
BOOK PAGE
SEMI-ANNUAL REPORTS
SEMI-ANNUAL REPORTS

uniform manner to all of the residences in the grouping, which are attached and share party walls.

Section 8.4. Structure Criteria.

8.4.1. Air conditioners shall be screened so as not to be visible from a front or side street adjacent to the Lot and to minimize noise.

8.4.2. All outside radio and television antennas shall be installed in such a way as not to be visible from the street. If a master antenna or cable television is available to the Subdivision, radio and television antennas will not be permitted on any Lot; provided ARC may permit short wave and other special antennas on the Lot.

8.4.3. All plumbing and heating vents and roof ventilators protruding from roofs shall be painted the same color as the roof.

8.4.4. Swimming pools shall not be permitted on individual Lots.

8.4.5. There shall be no silver finish metal doors (including glass sliding doors) or window of any kind on the front or sides of any home; however, a factory painted anodized finish may be used. The color of such finish may be white, black, ivory, brown or other natural earth tones.

8.4.6. No fences without ARC approval shall be constructed on any Lot. All fences, including fences for backyards and swimming pools, and shrub lines must be approved by the ARC prior to construction. No fence shall be closer to any street adjacent to the Lot than is the closest structural wall of the improvements situate on said Lot. The ARC may require that the composition and color of any fence be consistent with fences around surrounding homes.

Section 8.5. Miscellaneous Restrictions.

8.5.1. All Lots in the Subdivision are residential parcels and shall be used exclusively for single family residential purposes. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) attached single family residence dwelling not to exceed two (2) stories and a private garage for not more than two (2) cars. Detached auxiliary buildings, including but not limited to dog houses, storage buildings, play houses, or tree houses are not permitted without prior approval of the ARC. Outside clothes drying devices may be installed, constructed, attached or erected, provided said devices are totally screened or fenced in, and cannot be viewed from any other Lot or Limited Common Property, and further provided that same may be installed, constructed, attached or erected only in compliance with the other Sections of this Article VIII and only after approval by the ARC.

8.5.2. All Lots, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained substantially as shown on the approved plans. In order to implement effective control of this item, Developer reserves the right for itself, its agents and the Subdivision Association, to enter upon any Lot for the purpose of mowing, pruning, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of Developer or the Subdivision Association detracts from the overall beauty and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. Developer and the

1738 1567
OFFICIAL RECORDS
BOOK PAGE
SEMNACLE CO. FL.

Subdivision Association will charge the Owner the reasonable cost of such services as part of regular assessments or as a special assessment, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity. The provisions of this Section shall not be construed as an obligation on the part of Developer or the Subdivision Association to mow, clear, cut or prune any Lot or to provide garbage or trash removal services. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compact units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened so as not to be visible from any road or adjacent property within sight distance of the Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

8.5.3. No animals, except household pets, shall be kept on any Lot. The number of animals kept as pets (i.e., dogs, cats) shall not exceed three (3) in any one household. Residents shall not breed such animals as a commercial enterprise. No animal shall be permitted off the Lot unless on a leash.

8.5.4. All garages must have doors that are maintained in a useful condition and are kept closed.

8.5.5. No commercial activity shall be conducted on any Lot with exception of the Developer's real estate sales office.

8.5.6. No oil or natural gas drilling operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot, nor shall oil wells or mineral excavations be permitted on any Lot.

8.5.7. All signs, billboards and advertising structures of any kind are prohibited, except building and subcontractor signs during construction periods, and one (1) professional sign to advertise the property for sale during any sale period. No signs may be nailed or attached to trees. Signs shall not exceed 2' x 2'. Private signs (which are defined as signs erected by any party other than the Developer) shall not be placed on any road right-of-way or on Limited Common Property.

8.5.8. Each Owner of a Lot shall obtain and maintain in force a policy of fire and other casualty insurance with coverage adequate to cover the full cost of any repair or reconstruction of the improvements on that Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed improvement in a good workmanlike manner and in strict compliance with the original plans and specifications and building layout of said improvement as constructed by Developer, within a reasonable time not to exceed one (1) year, and in accordance with the provisions of these Covenants. All debris must be removed and the Lot restored to a slightly condition within sixty (60) days of such damage or destruction.

8.5.9. No boat, boat trailer, house trailer, camper, recreational vehicle or similar vehicle and no truck, van, or other vehicle which exceeds one (1) ton capacity, shall be parked or stored on any road, street, driveway, yard or Lot located in the Subdivision for any period of time in excess of twenty-four (24) hours, except in garages. Immobile or unsightly vehicles, or vehicles under repair shall not be allowed on any Lot within the Subdivision or on Limited Common Property, except in an enclosed garage.

8.5.10. No tree of any species or any size may be removed from any place in the Subdivision without the specific prior

1738 1568
SERVILE CO. FL.
BOOK PAGE

written approval of the ARC. Violation of this covenant shall result in the party so removing a tree being obligated to replant within the Subdivision two (2) trees of the same species and equal size for each tree removed without the specified authorization, or two (2) trees of a different species and a lesser size if so approved by the ARC; provided, however, that the minimum size of replacement tree shall be three inches (3") in diameter measured at a point two feet (2') above the average height of the ground at the base. Each Owner, by the acceptance of a deed to his Lot, agrees that the penalty for violation of this covenant shall apply to his Lot if said violation is done by himself, his family, his agents, guests or invitees. Should the Owner or said violating party not plant the required replacement trees, and the Subdivision Association is so required to do, the cost of same shall be payable to the Subdivision Association, and shall be a part of the Assessments to which the Owner's Lot is subject and shall be due and payable in the same manner as annual Assessments provided for in these Covenants.

8.5.11. No landscaping plan shall be changed or altered from the original plan without the consent of the ARC. Any landscaping plan changes or alterations submitted to ARC shall provide for and include the following items:

- a. A landscape scheme;
 - b. A list of all plant stock included in the scheme;
- and
- c. The size of such stock at the time of planting.

The entire Lot, including that portion of the Lot between the street pavement and the right-of-way line, shall be landscaped and maintained. No gravel, rocks, artificial turf, or other similar materials shall be permitted as a substitute for a grass lawn. It shall be the goal of the ARC in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

8.5.12. No improvements shall be constructed in, nor any vegetation removed from, the Landscape, Easement, or Retention areas shown on the Subdivision Plat without prior written approval of the ARC.

ARTICLE IX

UTILITY PROVISIONS

Section 9.1. Water System. The central water supply system provided by the City of Altamonte Springs for the service of the Subdivision shall be used as the sole source of water. Each Owner shall pay water meter charges established by the City and shall maintain and repair all portions of such water line located within the boundaries of his Lot. No individual water supply system or well shall be permitted on any Lot without approval of the Subdivision Association.

Section 9.2. Sewage System. The central sewage system provided by the City of Altamonte Springs for the service of the Subdivision shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No septic tank or drain field shall be placed or allowed within the Subdivision.

Section 9.3. Garbage Collection. Garbage, trash and rubbish shall be removed from the lots only by parties approved

OFFICIAL RECORDS
BOOK PAGE
1738 1568
SEMIWOLE CO. FL.

by Developer or the City of Altamonte Springs. Each Lot Owner shall pay when due the periodic charges or rates for such garbage collection service made by the party providing same.

Section 9.4. Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable by the City of Altamonte Springs.

Section 9.5. Cable Television System. Developer reserves the exclusive right to provide or contract for cable television service to the Subdivision. No other cable television system will be permitted in the Subdivision unless Developer agrees in writing to permit such service. Nothing contained in this Section shall be construed to obligate Developer to provide cable television service to the Subdivision. No service will be provided to an Owner unless the Owner or the Subdivision Association pays the charges assessed in connection with any cable television service provided.

ARTICLE X

GENERAL PROVISIONS

Section 10.1 Duration and Amendment. These Covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years from the date of recordation hereof, after which time they will be automatically extended for periods of ten (10) years each, and shall inure to the benefit of and be enforceable by the Developer, the Subdivision Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformance with requirements as described below. These Covenants may be modified or terminated only by a duly recorded written instrument executed by the Developer until the Developer no longer owns any Lots, and thereafter by affirmative vote of two-thirds (2/3) of the Owners; provided, however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. The Developer specifically reserves the absolute and unconditional right, so long as it owns any Lots, to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or to clarify the provisions herein, without the consent or joinder of any party. Notwithstanding anything contained herein to the contrary, the provisions hereof affecting the rights or duties of the Developer shall not be amended or terminated at any time without the consent in writing of the Developer.

Section 10.2. Notices. Any notice required to be sent to any person pursuant to any provision of these Covenants will be effective if such notice has been personally delivered or sent or delivered by registered or certified mail, postage prepaid and return receipt requested, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Subdivision Association. The effective date of the notice shall be the date of mailing or of personal delivery. Each Member shall notify the Subdivision Association when such Member sells or leases his Lot and shall furnish the Subdivision Association with any additional information as the Subdivision Association deems necessary or desirable.

1738 1570
BOOK PAGE
SEHNOLLE CO. FL.

Section 10.3. Severability. Whenever possible, each provision of these Covenants shall be interpreted in a manner that is effective and valid. If any provision of these Covenants is prohibited or held invalid, the prohibition or invalidity shall not affect any other provision which can be given effect. To this end, the provisions of these Covenants are declared to be severable.

Section 10.4. Assignment by Developer. Developer shall have the sole and exclusive right to transfer to such person, firms or corporation as it shall select, any or all of the easements and rights whatsoever given to or reserved by Developer in these Covenants. All easements and rights shall be for the benefit of Developer, its successors and assigns.

Section 10.5. Disputes and Construction of Terms. In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Master Association. The Board of Directors of the Master Association shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The said Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

IN WITNESS WHEREOF, Developer has caused these Covenants to be properly executed, and recorded in the Public Records of Seminole County, Florida, this 25th day of March, 1986.

Signed, sealed and delivered CALTON HOMES OF FLORIDA, INC.
in the presence of:

[Signature]
Leborah R. Miller

By: [Signature]
As Executive Vice President
(CORPORATE SEAL)

STATE OF FLORIDA)
)SS.
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MICHAEL J. GORDON, as Executive Vice President of Calton Homes of Florida, Inc., to me known to be the person who executed the foregoing instrument and he acknowledged to me that he executed the same as the act and deed of the corporation.

WITNESS my hand and official seal in the County and State aforesaid this day of , 1986.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires:
Notary Public State of Florida
My Commission Expires Aug. 8, 1985

SEMINOLE CO. FL.
1738 1571
OFFICIAL RECORDS
BOOK PAGE

1738 1572
RECORDED
SEMINE COUNTY

EXHIBIT "A"

Legal Description of Woodbridge at Country Creek

Commence at the South 1/4 corner of Section 20, Township 21 South, Range 29 East, Seminole County, Florida; run thence along the center section line of said Section 20, N.00°54'36"W. 558.86 feet; thence N.89°05'24"E. 30.00 feet to a point on the Easterly right of way line of Eden Park Road; thence through the following courses and distances: run along the Subdivisions, The Trails at Country Creek and The Glens at Country Creek, N.00°54'36"W. 2135.16 feet parallel with said center of section line to a point on the southeasterly right of way line of Seaboard Coastline Railroad; thence through the following courses along said railroad right of way line run N.46°14'33"E. 1119.52 feet for a Point of Beginning; thence leaving said The Glens at Country Creek, continue along said railroad right of way line, N.46°14'33"E. 748.93 feet to the point of curvature of a curve concave Northwestery and having a 5930.35 foot radius; thence Northeastery 466.19 feet along the arc of said curve through a central angle of 04°30'15" to the point of tangency; thence N.41°44'18"E. 122.80 feet to a point in a dry creek bed; thence leaving said railroad right of way line run along said dry creek bed through the following courses and distances: S.51°19'16"E. 26.36 feet; thence S.09°33'00"E. 59.36 feet; thence S.36°27'31"E. 50.25 feet; thence S.43°18'54"E. 50.01 feet; thence S.30°51'33"E. 50.99 feet; thence S.23°23'28"E. 52.81 feet; thence S.14°31'23"E. 23.71 feet; thence S.19°41'23"E. 31.38 feet; thence S.14°41'41"E. 56.36 feet; thence S.36°27'31"E. 50.25 feet; thence N.74°23'45"E. 23.48 feet; thence S.14°10'19"E. 40.82 feet to a point on the Northwestery right of way line of Country Creek Parkway; thence through the following courses and distances: run along said right of way line; thence S.52°24'24"W. 45.05 feet to the point of curvature of a curve concave Northwestery and having a 1378.97 foot radius; thence Southwestery 299.99 feet along the arc of said curve through a central angle of 12°27'52" to the point of tangency; thence S.64°52'16"W. 335.53 feet to the point of curvature of a curve concave Southeastery and having a 520.03 foot radius; thence southerly 62.73 feet along the arc of said curve through a central angle of 67°30'33" to a point and said point being on the Northerly boundary of The Glens at Country Creek; thence having said right of way line from a tangent bearing of S.02°38'17"E. run N.43°45'27"W. 415.86 feet along said Northerly boundary of The Glens at Country Creek to the Point of Beginning.
Containing therein 9.811 acres.

13

278084

FILED
COUNTY
CLERK

May 21 8 37 AM '86

This document prepared by and recorded copies should be returned to:
AUDREY ALTERMAN ELLIS, Esq.
AKERMAN, SENTERPITT & EIDSON
One Brickell Square
802 Brickell Avenue, 24th Floor
Miami, Florida 33131

EXTENSION OF COUNTRY CREEK COMMUNITY COVENANTS

This Extension of Country Creek Community Covenants is made, this 13th day of February, 1986, by JOSEPH J. WEISENFELD, TRUSTEE, under an unrecorded Trust Agreement dated the 10th day of June, 1983 ("Developer") and DAVID SERVIANSKY, TRUSTEE, under an unrecorded Trust Agreement dated the 1st day of May, 1984.

WHEREAS, Joseph J. Weisenfeld, Trustee, as "Owner" and "Developer," executed the Country Creek Community Covenants which have been recorded in Official Records Book 1534, Page 1580 of the Public Records of Seminole County, Florida and which were amended by instrument recorded in Official Records Book 1543, Page 0555 of the Public Records of Seminole County, Florida; and

WHEREAS, the said Country Creek Community Covenants, as amended, provide for the extension of same to additional portions of the Country Creek Planned Unit Development; and

WHEREAS, Developer has previously conveyed the property described on Exhibit "A" attached hereto and made a part hereof (the "Woodbridge Property") to David Serviansky, Trustee, under an unrecorded Trust Agreement dated the 1st day of May, 1984 by Warranty Deed to Trustee Under Land Trust Agreement dated the 16th day of August, 1984 and recorded in Official Records Book 1572, Page 1376 of the Public Records of Seminole County, Florida; and

WHEREAS, Article VII of the Amended Country Creek Community Covenants requires that any current title holder, other than Developer, join in on this Extension of Country Creek Community Covenants.

WHEREAS, Developer desires to extend the Country Creek Community Covenants so as to subject the Woodbridge Property to the provisions thereof.

NOW, THEREFORE, Developer hereby extends the Country Creek Community Covenants as recorded in Official Records Book 1534, Page 1580 and as amended by instrument recorded in Official Records Book 1543, Page 0555, all of the Public Records of Seminole County, Florida, to all of Woodbridge Property, subjecting said property to the provisions of the Country Creek Community Covenants upon execution and recording of this instrument. The provisions hereof and of the Country Creek Community Covenants shall run with title to the land and shall be binding on David Serviansky, Trustee and all parties subsequently acquiring any interest in the Woodbridge Property, or any portion thereof.

IN WITNESS WHEREOF, Developer and David Serviansky, Trustee, have executed this instrument in their names for the

SEMINOLE CO. FLA.
BOOK 1718
PAGE 1932

purposes set forth herein and intending that the same be recorded in the Public Records of Seminole County, Florida.

Witnesses:

Audrey A. Ellis

Rose A. Pector

David Serviansky

Kathleen J. Campbell

Joseph J. Weisenfeld, Trustee
Under an unrecorded Trust Agreement dated the 10th day of June, 1983

David Serviansky, Trustee
under an unrecorded Trust Agreement dated the 1st day of May, 1984

OFFICIAL RECORDS
BOOK PAGE
1718 1933
SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 15 day of February, 1986, by Joseph J. Weisenfeld, as Trustee, under an unrecorded Trust Agreement dated the 10th day of June, 1983.

William J. Talbot
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 14 1986
BONDED THRU GENERAL INS. UNDERWRITERS



STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 13 day of February, 1986, by David Serviansky, Trustee, under an unrecorded Trust Agreement dated the 10th day of June, 1983.

James C. Ponce
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 14, 1987
BONDED THROUGH HARBORSHAWTON, INC.



EXHIBIT "A"

Troct "F"

Commence at the South 1/4 corner of Section 20, Township 21 South, Range 29 East, Seminole County, Florida; run thence along the center section line of said Section 20, N 00°54'36" W, 550.86 feet; thence N 89°05'24" E 30.00 feet to a point on the Easterly right of way line of Ed-n Park Road; thence through the following courses and distances: run along the Subdivisions, The Trails at Country Creek and The Glens at Country Creek, N 00°54'36" W 2135.16 feet parallel with said center of section line to a point on the Southeastly right of way line of Seaboard Coastline Railroad; thence through the following courses along said railroad right of way line run N 46°14'33" E 1119.52 feet for a Point of Beginning; thence leaving said The Glens at Country Creek, continue along said railroad right of way line, N 46°14'33" E 748.93 feet to the point of curvature of a curve concave Northwestly and having a 5930.35 foot radius; thence Northeastly 466.19 feet along the arc of said curve through a central angle of 04°30'15" to the point of tangency; thence N 41°44'18" E 122.80 feet to a point in a dry creek bed; thence leaving said railroad right of way line run along said dry creek bed through the following courses and distances: S 51°19'16" E 26.36 feet; thence S 02°33'00" E 59.36 feet; thence S 36°27'31" E 50.25 feet; thence S 42°18'54" E 50.01 feet; thence S 30°51'33" E 57.99 feet; thence S 23°23'28" E 52.81 feet; thence S 14°31'23" E 23.71 feet; thence S 19°41'23" E 31.38 feet; thence S 14°41'41" E 56.36 feet; thence S 36°27'31" E 50.25 feet; thence N 71°23'45" E 23.48 feet; thence S 14°10'19" E 40.82 feet to a point on the Northwestly right of way line of Country Creek Parkway; thence through the following courses and distances run along said right of way line; thence S 52°24'24" W 45.05 feet to the point of curvature of a curve concave Northwestly and having a 1378.97 foot radius; thence Southwestly 299.99 feet along the arc of said curve through a central angle of 12°27'52" to the point of tangency; thence S 64°52'16" W 335.53 feet to the point of curvature of a curve concave Southeastly and having a 520.03 foot radius; thence Southerly 612.73 feet along the arc of said curve through a central angle of 67°30'33" to a point and said point being on the proposed Northerly boundary of The Glens at Country Creek; thence leaving said right of way line from a tangent bearing of S 02°38'17" E run N 43°45'22" W 415.86 feet along said Northerly boundary of The Glens at Country Creek to the Point of Beginning.

Containing therein 9.411 acres.

SUBJECT TO

The terms and conditions of Country Creek Community Covenants as recorded in Official Records Book 1534, Pages 1580 through 1591, and the Public Records of Seminole County, Florida, as amended by the instrument recorded in Official Records Book 1543, Pages 0555 through 0566 of the Public Records of Seminole County, Florida; the Articles of Incorporation of Country Creek Master Association, Inc. as recorded in Official Records Book 1534 at Pages 1592 through 1598 of the Public Records of Seminole County, Florida; the By-Laws of Country Creek Master Association Inc. as recorded in Official Records Book 1534 at Pages 1599 through 1605 of the Public Records of Seminole County, Florida, and as amended by instrument recorded in Official Record Book 1543, Pages 0567 through 0568 of the Public Records of Seminole County, Florida; and any and all other conditions, restrictions, limitations, reservations, dedications, covenants and easements of record, and applicable zoning.

2. Taxes and assessments for the 1986 and all subsequent years.
3. Any Mortgage which may be placed against the property by the Grantee.

SEMINOLE CO. FLA.

8 1984

Official Records Book 1534