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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF DORAL POINTE**

This instrument prepared by and return to:
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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF DORAL POINTE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DORAL POINTE ("Declaration") is made and entered into this 2nd day of June, 2005 by AMERICA'S FIRST HOME, LLP, a Florida limited liability partnership, whose address is 455 Douglas Avenue, Suite 1755, Altamonte Springs, Florida 32714, hereinafter referred to as the "Declarant" and by ORLANDO REAL ESTATE INVESTMENTS, LLP, a Florida limited liability partnership, whose address is 455 Douglas Avenue, Suite 1755, Altamonte Springs, Florida 32714, hereinafter referred to as the "Adjacent Landowner".

RECITALS:

A. Declarant is the owner of certain property located in Osceola County, Florida, which is more particularly described on **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "Property"). Initially, the Property consists of 111 undeveloped residential lots. Additionally, the Property is subject to the annexation and development of additional property more particularly described on **Exhibit "D"** attached hereto and made a part hereof ("Additional Property"). The Adjacent Landowner owns the Additional Property.

B. Declarant intends to develop the Property into a single-family residential community to be known as "Doral Pointe."

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State of Florida, a copy of which is attached hereto as **Exhibit "B."**

Section 2. "Association" shall mean and refer to Doral Pointe Homeowners' Association, Inc., a Florida not for profit corporation, its successors and assigns.

Section 3. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

Section 4. "Bylaws" shall mean and refer to the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as **Exhibit "C."** as the Bylaws may be amended from time to time.

Section 5. "Common Property," "Common Area," or "Common Areas" shall mean all real property (including the improvements thereto), which is actually and specifically dedicated, deeded or leased to the Association or otherwise owned by the Association, if any, for the

common use and enjoyment of the Owners and any easements which the Declarant has elected to maintain. The Common Areas to be owned by the Association at the time of conveyance of the first Lot are described as follows:

Tract A – Landscape Purposes
Tract B – Park Purposes
Tract E – Park Purposes
Tract G – Landscape Purposes
Tract I – Park Purposes
Tract J – Park Purposes

all as shown on the Plat of Doral Pointe, to be recorded in the Public Records of Osceola County, Florida. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring such property to the Association. Common Property is specifically reserved for the use and benefit of Owners, and is an integral appurtenant part of each Lot.

Section 6. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of Doral Pointe, as recorded in the Public Records of Osceola County, Florida.

Section 7. "Governing Documents" shall mean and collectively refer to the Declaration, the Articles of Incorporation and Bylaws of the Association.

Section 8. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or company, Federal National Mortgage Association, the Declarant or any affiliate of the Declarant or other lender generally recognized as an institutional type lender, which holds a mortgage on one or more of the Lots.

Section 9. "Lot" shall mean and refer to each portion of the Property under separate ownership or which is capable of separate ownership, including all Lots shown upon any recorded subdivision map or plat which contains the Property, and all Improvements thereon, with the exception of the Common Area.

Section 10. "Member" shall mean and refer to every person or entity who is an Owner, as hereinabove described, and in being such an Owner comprises the Membership of the Association.

Section 11. "Mitigation and Conservation Areas" shall mean a system operated, maintained and managed by the Association to provide drainage, water storage, conveyance, survival and growth of installed aquatic plant material or other surface water or stormwater management requirements as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code, and operated, maintained and managed in a manner consistent with the South Florida Water Management District Permit. The Mitigation and Conservation Areas to be owned by the South Florida Water Management District, and maintained by the Association at the time of the conveyance of the first Lot are described as follows:

Tract C – Conservation Area
Tract D – Conservation Area

and all as shown on the Plat of Doral Pointe, to be recorded in the Public Records of Osceola County, Florida.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot (as hereinafter defined) which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 14. "Property" shall mean and refer to that certain real property described in the Recitals and such additions thereto, including the Additional Property, as may hereafter be brought within the jurisdiction of the Association.

Section 15. "MSTU" shall mean Municipal Service Taxing Units and as more fully described in Article VII. The areas to be maintained by an MSTU at the time of the conveyance of the first lot are described as follows:

Tract F – Stormwater Management Area
Tract H – Stormwater Management Area
Tract L – Stormwater Management Area

all as shown on the Plat of Doral Pointe, to be recorded in the Public Records of Osceola County.

Section 16. "Surface Water or Stormwater Management System" shall mean a system operated, maintained and managed by the MSTU, 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 the quantity and quality of discharges, from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code, and operated, maintained and managed in a manner consistent with any applicable South Florida Water Management District permit (the "Permit").

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area (if any) which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use with the title of every Lot, subject to the following provisions;

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

(c) the right of the Association to mortgage the Common Area or dedicate or transfer all or part of the Common Area to any homeowners association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage, dedication, or transfer shall be effective unless an instrument agreeing to such mortgage, dedication, or transfer approved by two thirds (2/3rds) of each class of Members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area and facilities to members of family, his tenants or contract purchasers who reside on his Lot, but not otherwise.

Section 3. Utility Easements. Public utilities serving the Property and the Lots, have been, or will be, installed in the Common Area and within or upon the Property for use, benefit, and service of the Property, the Lots, and all improvements on the Property. A permanent, perpetual, mutual and non-exclusive easement shall exist over, across and into the Property, Lots, and all improvements upon the Property for installation, maintenance, and repair of all utilities for lines, wires, pipes, equipment, and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any cable television and other means of communication to the Property, Lots, and the improvements upon the Property. Any and all us of the said utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Area.

Section 5. Lot Easements. Unless the Association elects to maintain easement areas on the Property, each Owner shall be responsible for the maintenance of all easements situated on their respective Lot or Lots for landscape, utility or drainage purposes.

Section 6. Declarant's Easement Over Lots. For so long as Declarant owns any Lots, Declarant hereby reserves unto itself the right to grant an easement to itself or any other entity over each such Lot owned for purposes of ingress and egress, drainage, utility, gas, telephone, cable television, and electrical services.

Section 7. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Association, including its agents and designees, for purposes of carrying out all obligations and/or rights of the Association pursuant to this Declaration. Furthermore, a nonexclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including but not limited to all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association.

Section 8. Access. Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitee's, perpetual, non-exclusive easements of ingress and egress over and across: (i) any streets, sidewalks, access ways, and parking area constructed on the Common Area from time to time; and (ii) over and across those portions of the Common Areas lying adjacent to and between the boundary line(s) of the Lot(s) and the streets, sidewalks, access ways and/or parking areas, as the case may be, which portions of the Common Areas are either designated as or necessary for ingress and egress up to the Lot(s), it being the specific intent of the Declarant to hereby grant perpetual, uninterrupted and contiguous access for ingress and egress to and from Lot(s) to and from dedicated rights of way.

Section 9. Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS**

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

Section 2. The Association shall have two classes of voting Membership:

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

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to 3 votes for each Lot owned. The Class B Membership shall cease and shall be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or
- (b) the date exactly 6 years after the recording of this Declaration; or
- (c) at the election of the Declarant (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or
- (d) three (3) months after 90% of the Lots have been conveyed to Owners.

Section 3. General Matters. When reference is made herein, or in the Articles of Incorporation, Bylaws, rules and regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV
PROPERTY SUBJECT TO THIS DECLARATION AND
ADDITIONS TO THE PROPERTY

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to the Property. The Declarant and the Association reserve the right to add or cause to be added other real property, including the Additional Property, not now included within the Property, to the Property. Such additional real property shall be subject to the provisions of this Declaration.

(a) The Additional Property may be added by the Declarant in whole or in part, from time to time, without the consent of Members or anyone except Declarant, so long as Declarant is a Class B member of the Association.

(b) Upon the addition of said Additional Property, the Owners of the Additional Property so added for all intents and purposes shall be deemed to be Members of the Association in accordance with the provisions of this Declaration and the land added shall be deemed to be part of the "Property" under this Declaration.

(c) When the Additional Property is added, the Declarant shall file an amendment to this Declaration in the Public Records of Osceola County, Florida, which amendment shall reference this Declaration and shall contain the legal description of the portion of the Additional Property which is added. Notwithstanding any other provision of this Declaration to the contrary, the amendment adding such Additional Property shall not be required to be executed by any existing Lot Owners, or anyone, other than Declarant.

Section 3. Annexation of Property. Additional real property, other than the Additional Property, may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members of the Association and with the approval of the Federal Housing Administration and the Veterans Administration as long as there is a Class B membership. Such annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Osceola County, Florida.

Section 4. Platting. As long as there is a Class B membership and prior to turnover, the Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of an Owner.

Section 5. Merger. Nothing in these Articles is intended to limit or restrict in any way the Association's right or ability to merge with any other association and its Members. Upon a merger or consolidation of the Association with another association, all Common Areas, rights and obligations shall, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme. No such merger or consolidation, however, shall cause a revocation, change or

addition to the covenants in the Declaration as it pertains to the Property, except as hereinafter provided.

ARTICLE V PRIVACY WALLS

Section 1. Privacy Wall. The Declarant may construct walls, entry monuments signage or fences within the Property ("Privacy Wall" or "Privacy Walls"). A Privacy Wall shall hereinafter be defined as any wall or fence built by the Declarant, or later built by the Association, in any Common Area, easement, or elsewhere on the Property as a visual barrier, decorative or architectural feature, safety feature, or for any other reason at the sole discretion of the Declarant, or as a requirement of any municipality or governing authority.

Section 2. Maintenance of Privacy Walls. The Association shall be responsible for the maintenance of Privacy Walls.

Section 3. Easement of Privacy Wall. An easement is hereby created in favor of the Declarant and the Association for the construction, management, inspection, painting, maintenance and repair of Privacy Walls located within the Property. The easement shall extend five (5) feet into each affected Lot from the Privacy Wall. Entry upon a Lot by the Declarant of the Association, or its agents, as provided herein, may occur without notice and shall not be deemed a trespass.

ARTICLE VI FUNCTIONS OF THE ASSOCIATION

Section 1. Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board of Directors (hereinafter the "Board"). The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Association Articles of Incorporation or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

Section 2. Required Services. In addition to those other responsibilities specific in the Association Articles or Bylaws, the Association, or its management company, if applicable, shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same:

- (a) All painting and maintenance of the Common Area, and all improvements thereon, as and when deemed necessary by the Board.
- (b) Maintenance and care for all landscaped areas within the Common Areas. Maintenance shall include the replacement of fallen or dead trees throughout these areas.
- (c) Garbage and trash collection and disposal.
- (d) Conducting recreation, sport, craft, and cultural programs of interest to Owners, including their families, tenants, guests and invitees.
- (e) Protection and security, including, but not limited to, the employment of stationary or patrolling security guards within the Property and operation of a guardhouse.

- (f) Maintenance of electronic and other surveillance devices.
- (g) Installation, operation and maintenance of cable television facilities or other communication systems throughout the Property.
- (h) Such other services as are authorized in the Association Articles or Bylaws.
- (i) Cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads or other property (public or private) adjacent to or near the Property to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority.
- (j) Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Subdivision.

Section 3. Surface Water Management and Drainage. The surface water management and drainage system for the Property consists of a series of integrated systems throughout the Property. The surface water management and drainage system shall be developed, operated and maintained by the MSTU, in conformance with the requirements of South Florida Water Management District and/or any other controlling governmental authority. The MSTU shall maintain the entire surface water management and drainage system within the Property including, but not limited to, all lakes, canals, swale area, retention area, culverts, pipes, and related appurtenances regardless of location or whether owned by the MSTU. An easement is hereby created over the Common Area in favor of the MSTU, including its agents or other designees, for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Property, if necessary. Provided, however, that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time.

Section 4. Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article VII hereof, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by 75% of the total votes of all Members of the Association in existence at any time.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) commencement assessments; (2) administrative assessments; (3) annual assessments or charges; (4) special assessments for capital improvements; (5) assessments for the costs of maintenance and operation of the

Surface Water or Stormwater Management System; and (6) assessments for the costs of maintenance and operation of the Mitigation and Conservation Area. The Association shall levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Surface Water or Stormwater Management System. All assessments, together with late fees, interest, costs, and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due and all subsequent Owners until paid.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area, easement areas benefiting the Property, or right-of-way areas adjacent to the Property the Association chooses to maintain, or for any other purpose set forth in the Declaration that the Association deems necessary.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be Three Hundred and 00/100 Dollars (\$300.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased each year by twenty percent (20%) above the maximum assessment for the previous year unilaterally by the Board of Directors without approval or vote of the Membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, to increase the maximum annual assessment more than twenty percent (20%) of the prior year's maximum annual assessment, a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, must occur.

(c) The Board of Directors may fix the annual assessment at an amount not to excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, 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 construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or to repair any Privacy Walls, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Commencement Assessment. A Commencement Assessment of a maximum of Two Hundred Dollars (\$200.00) per Lot shall be paid to the Association at the time of closing by the original purchaser of a Lot purchasing from the Declarant. The Association may use the Commencement Assessment for any of the purposes set forth in this Declaration. The Commencement Assessment shall be paid directly to the Association and shall be utilized in a manner consistent with other Assessments.

Section 6. Administrative Assessment. A one time Administrative Assessment of Fifty Dollars (\$50.00) per Lot shall be paid by any successive purchaser, to the Association, of a Lot at the time of closing on the purchase of the Lot. The Administrative Assessment is designed to defray the cost of the Association of maintaining accurate records including transfers of title and changes in addresses of all of its Members and to assure that all new Members receive a complete set of Governing Documents that relate to the rules, regulations and responsibilities of ownership within the community. The Administrative Assessment shall be paid directly to the Association and may be used for any purpose as set forth in this Declaration.

Section 7. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all Lots, and each Lot shall be liable for a pro-rata share of all assessments. Each Lot's pro-rata share shall be equal to $1/x$, with "x" being the total number of Lots in the Property. For example, if there are 111 Lots, each Lot shall be liable for the percentage of $1/111$ or .901%.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in monthly installments, or in annual, semi-annual, or quarterly installments if so determined by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the assessments shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(a) **Guarantee of Annual Assessment by Declarant.** Notwithstanding anything herein to the contrary, as long as Class B Membership exists, as to unoccupied Lots owned by Declarant, Declarant may elect not to pay the annual assessment on each such unoccupied lot. Should Declarant so elect not to pay the assessment, Declarant shall pay all costs incurred by the Association in accomplishment of the purposes set forth in Article VII, Section 2 hereof, in excess of the total amount collected by the Association through all assessments. Declarant may at any time revoke this election and place itself in the position of being obligated to pay the full impact of all assessments for each lot owned by the Declarant at the time said revocation is presented to the Association.

Section 9. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within 15 days after the due date shall bear a late fee of Fifty Dollars (\$50.00) and interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Assumption of Delinquent Assessments by Successors. The personal component of the obligation for delinquent assessments shall not pass to the Lot Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the

personal component of the obligation by any successors in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article shall be a lien superior to all other liens less and except real estate tax liens and the lien of any mortgage to any Institutional Lender which is now or hereafter placed upon any property subject to assessment as long as said mortgage lien is a first lien against the property encumbered thereby. Provided, however, that any such mortgagee, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessments which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

Section 12. Special Taxing Districts. In the event that a Special Taxing District is established to provide any services currently rendered by, or which are the responsibility of, the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Property for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as of said Special Taxing District had never been created.

Section 13. Municipal Service Taxing Units. In order to perform the services contemplated by this Declaration of Covenants and Restrictions, the Association or Declarant, in conjunction with Osceola County, Florida, may seek the formation of special purpose municipal service taxing units ("MSTUs"). The MSTUs will have responsibilities defined in their enabling resolutions which may include, but are not limited to, maintaining roadway informational signs, traffic control signs, street lights, benches, and trash receptacles, keeping all public roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage canals, ponds and structures, maintenance of designated landscape areas, parks, and other services benefiting the Property. In the event such MSTUs are formed, the Property will be subject to assessment for the cost of services performed within the MSTU and personnel working for or under contract with Osceola County shall have the right to enter upon lands within the Property to affect the services contemplated. Each Owner by acquiring lands with the Property agrees to pay each and every MSTU assessment imposed upon the Owner's land in a timely manner, failing which such assessments and special charges shall be a lien upon those land. The Association retains the right to contract with Osceola County to provide the services funded by the MSTU's.

The MSTU shall initially operate and maintain the street lights, parks, landscape buffers, all storm water ponds, and any and all Surface Water or Stormwater Management System(s), denoted on the Property.

ARTICLE VIII
ARCHITECTURAL CONTROL

Section 1. Architectural Control. Except for those improvements constructed by Declarant, no building, fence, wall, pool or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE IX
USE RESTRICTIONS

The Property, which shall include all Lots that result from the subdividing and platting of the parcel owned by the Declarant and all Common Areas or tracts, shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Declarant and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating the restrictions the costs incurred by such prevailing party, including reasonable attorney's fees and disbursements incurred through all appellate levels. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other covenants and provisions, contained herein, which shall remain in full force and effect.

Section 2. Residential Use. All Lots included within the Property shall be known and described as residential Lots. No structure shall be erected, altered, placed or permitted to remain on any of said Lots other than one single-family dwelling and ancillary residential structures approved by the Board. Provided, however, the Declarant or the Association, at their option, may construct, maintain and operate recreational facilities on a Lot or Lots within the Property. The Association shall have the authority to include all costs associated therewith in its annual or special assessments.

Section 3. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the Declarant or the Association, or any assignee of the Declarant

or the Association, in dredging the water areas, creating land areas from water areas, or creating, excavating or maintaining drainage or other facilities or easements, and/or the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 4. Laundry Drying or Hanging. The outside drying or hanging of laundry is expressly prohibited on any and all portions of the Property, except under the limited provisions set forth hereafter. Owners are discouraged from any outside drying or hanging of laundry on a Lot. If any Owner does proceed with outside drying or hanging of laundry, such activity shall be restricted to the rear yard of the Lot, which must be enclosed by wall or privacy fence. Further, such drying or hanging of laundry shall be fully concealed so as not to be visible from outside the Lot. Any pole, line or other device used for hanging of laundry shall be portable and shall be removed when not in use.

Section 5. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices (except for those up to and including 39.37 inches in diameter), electronic devices, antenna towers or citizen band (CB) or amateur band (HAM) antennas shall be permitted except as approved in writing by the Association. Satellite television reception devices exceeding 39.37 inches in diameter must have prior written approval from the Board of Directors or the Architectural Review Board and, if approved, must be shielded from view from any street or adjoining Lot. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the Association, as to its design, height, location and type of flag. Provided, however, no approval of the Association shall be required for any flag meeting the requirements of Section 720.304(2), Florida Statutes (2004), as amended.

Section 6. Games and Play Structures. All game and play structures, including basketball hoops and backboards, shall be located at the side or rear of the dwelling improvement, or at the rear of the dwelling improvement of the corner Lots. Tree house or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the dwelling improvement constructed thereon.

Section 7. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 8. Casualty Destruction to Improvements. In the event an improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the owner that the improvement will not be repaired or replaced promptly, shall clear the damaged improvement and grass over and landscape such Lot in a sightly manner consistent with the Declarant's plan for beautification of the Property. A destroyed improvement shall only be replaced with an improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the Association is obtained.

Section 9. Irrigation Wells. Irrigation wells for the purposes of providing groundwater for lawns, shrubs and other landscape materials shall not be permitted for individual single family lot owners.

Section 10. Insurance Rates. Nothing shall be done or kept on any Common Area which shall increase the insurance rates of the Association without the prior written consent of the Board of Directors.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets, 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 other Owner. No pet shall be allowed outside a Lot except on a leash. No owner of any pet shall be permitted to allow its pets to place or have excretions on any portion of the Property other than the Lot of the Owner. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the Association and their owners shall be held accountable for their actions. Commercial activities involving pets shall not be allowed. The Association or the Declarant may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Lot.

Section 12. Signs. No signs, except a "For Sale" sign not exceeding five square feet in surface area and one sign of not more than one (1) square foot used to indicate the name of resident, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the Declarant specifically reserves the right for itself, its successors, nominees and assigns and the Association to place and maintain any and all signs they may deem necessary, regardless of whether or not the sign complies with the mandates of the Association and its Members, in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property.

Section 13. Garbage Containers, Oil and Gas Tanks, Outdoor Equipment. All garbage and trash containers must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any street. No oil tanks or bottled gas tanks shall be allowed without the express written consent of the Board of Directors of the Association. Adequate landscaping shall be installed and maintained by the Owner to conceal the oil or bottled gas tanks. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. There shall be no burning of trash or other waste material. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All refuse and garbage shall be disposed of regularly in accordance with regulations of Osceola County and the rules of the Association.

Section 14. Parking Regulations. The following parking regulations shall apply to the Property, in addition to any other Rules and Regulations adopted by the Board.

(a) Restricted Vehicles: The following restricted vehicles shall not be permitted to be parked or to be stored at any place on any portion of the Property, except as provided in this paragraph, unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot:

- (i) commercial vehicles (for example, vehicles not designed and used for normal personal/family transportation) weighing one ton or less;
- (ii) boats;
- (iii) personal watercraft;

- (iv) mobile homes and motor homes;
- (v) house trailers;
- (vi) campers;
- (vii) recreational vehicles or equipment, or the like.

This prohibition of parking shall not apply to the temporary parking of trucks and commercial vehicles used for pickup, delivery and repair and maintenance of a Lot by third-party providers, nor to any vehicles of the Declarant.

(b) Towing of Unauthorized Vehicles: Any unauthorized vehicle, boat or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of such rules for a period of 24 consecutive hours or for 48 nonconsecutive hours in any 7 day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

(c) Additional Parking and Roadway Regulations:

(i) There shall be no on-street parking whatsoever, except for parties and special occasions lasting not longer than six (6) hours in duration. On-street parking for such events must have prior written approval from the Board.

(ii) No more than two (2) vehicles may be parked overnight outside the garage on any Lot.

(iii) No truck, van-type truck, semi-tractor or trailer, or other motor vehicle which is rated in excess of one ton shall be parked overnight on any Lot, even if parked within a garage or if shielded from view. Provided, however, this restriction shall not apply to motor homes or other recreational vehicles parked in compliance with subsection (a), above.

(iv) No commercial trucks or vehicles may be parked on any Lot between the hours of 6:00 p.m. and 7:00 a.m. on the following day, except (i) work vehicles parked on a Lot during the construction of improvements on a Lot, or (ii) work vehicles (with or without signage) weighing one ton or less, driven by an Owner or tenant of a residence. Pickup trucks or work vehicles (weighing one ton or less) are not prohibited (regardless of whether they have the name of a business printed on the side or contain ladders or otherwise are identified as work vehicles) if driven by an Owner or tenant of a residence.

(v) No truck, trailer, bus or inoperative, unlicensed, junk or unsightly vehicle of any type may be left or abandoned on any Lot.

(vi) No parking of vehicles on the grass or unpaved surfaces will be allowed.

(d) Off-Road Vehicles: No off-road vehicles of any kind may be operated at any time within the subdivision.

Section 15. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation, unless said maintenance or repairs are conducted inside of garages and are not within the view of any other Owner. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within 12 hours from the vehicle's immobilization or the vehicle must be removed.

Section 16. Prohibited Structures. No structure of a temporary character, including, but not limited to, trailers, tents, shacks, sheds, barns, tree houses or out buildings shall be parked or erected on the Property at any time without the express written permission of the Association or the Board of Directors. Provided, however, the Declarant shall be allowed to keep a construction and/or sales trailer on any Lot while construction is ongoing in the subdivision. No building shall be erected on any Lot other than one detached, single family dwelling not to exceed two stories in height, and a two car garage, except as permitted pursuant to Article VIII herein.

Section 17. Minimum Size of Residence. No dwelling shall be permitted on any Lot containing less than 1,300 square feet, exclusive of entries, porches, patios, breezeways, or garages. Every residence shall have a garage, either incorporated or detached, of a minimum size to accommodate two cars.

Section 18. Fences and Walls. No fences shall be allowed on any Lot with the exception of white PVC or pre-assembled wood panels. No wall or fence may be erected on any Lot in the subdivision higher than six (6) feet above finished grade and must be placed or erected starting at a maximum of ten (10) feet from the rear of the house to the back of the lot. Any fences and gates shall be constructed of new materials and shall be neat and uniform in appearance. No fence shall be constructed out of any scrap board or other type of used building materials nor shall any barbwire or electrical or other dangerous fences or gates be erected or permitted on any Lot.

Heights of any walls and fences outside of the building setback lines shall not be greater than as follows: No wall or fence may be erected on any Lot in the subdivision higher than six (6) feet above finished grade. Provided, however, that no wall or fence shall be erected or placed within the front setback lines of any Lot, unless said wall or fence shall be an ornamental and desirable feature, and shall not in any manner impair the general scheme of the subdivision area. The Board may, in its discretion, approve minor projections above the restricted heights for architectural features. No wall or fence of any kind whatsoever shall be constructed on any Lot until after the height, type, design and location thereof shall have been approved in writing by the Board or its designated committee.

Section 19. No Business. No business of any kind shall be conducted on any Lot with the exception of the business of the Declarant and the transferees of the Declarant in developing the Lots in the subdivision.

Section 20. Mailboxes. All mailboxes shall be white and shall be mounted on a white post. They shall be of a type and size as required by the Board of Directors or the Architectural Review Board. Prior written approval from the Board of Directors or the Architectural Review Board is required prior to the installation of mailboxes, unless the Board of Directors or the Architectural Review Board has published mailbox specifications, and the mailbox conforms with the published specifications and the requirements of this Declaration.

Section 21. Exterior Walls. Exterior walls of residences may not be exposed painted block. The painting of exterior walls (other than the original paint color) must be approved in writing by the Board or the ARC. The application for change of paint color shall require the submittal of the color schemes to the Board or ARC.

Section 22. Landscaping. Front and side yards must be fully sodded and/or landscaped.

Section 23. Driveways. Driveways must be a minimum width of sixteen (16) feet and of material approved by the Board.

Section 24. Appearance of Lot. The Owner of those Lots on which a residence has been constructed shall keep his grass neatly mowed, his house and structures in good repair and his landscaping properly trimmed and cared for in such a manner that the home and Lot will present an attractive appearance at all times. All Lot Owners shall keep and maintain the grassed or landscaped area lying within any platted road right-of-way contiguous to the front lot line up to the edge of the road pavement. Upon failure of any Owner to properly maintain such area, the Association may perform such upkeep and maintenance as it deems necessary and assess such Owner for the cost thereof.

Section 25. Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. No illegal activity shall be allowed on any Lot. Any questions with regard to the interpretation of this section shall be decided by the Board of Directors, whose decision shall be final. The use of any motorcycle or motor vehicle without proper noise abatement equipment is prohibited within the subdivision.

Section 26. Firearms. The discharge of firearms or bows for hunting or target shooting is strictly prohibited within the subdivision.

Section 27. Refuse Piles. No weeds, underbrush (other than indigenous growth) or other unsightly growths shall be permitted to grow or remain upon any part of the Lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon.

Section 28. Cable Television. The Declarant, or its successor or assigns, shall have the right to install, or enter into contracts for the installation of, a cable television system providing cablevision entertainment to the Lots. In connection with the installation, maintenance and operation of such systems the Declarant reserves access, installation and service easements over, across and under the Property necessary to provide such cable television services to all Owners of Lots; provided, however, such easements shall be reasonably located by the Declarant so as to not unreasonably impair the value of use of Lots.

Section 29. Compliance with Documents. Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence on the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as a Special Assessment as provided in this Declaration. Failure of an Owner to notify any Person of the

existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other person.

Section 30. Other Restrictions Established by the Association. The Association shall have the authority, as hereinabove expressed, from time to time, to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning promulgated by the Association. However, once the Association promulgates certain restrictions set forth herein, such restrictions shall be valid until the Association modifies, changes or promulgates new restrictions.

Section 31. Property Maintenance. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Association, including but not limited to landscaping, grass and shrubbery, the owner shall be notified and shall be given thirty (30) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorney's fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.

Section 32. Common Area. Other than those improvements constructed by or temporarily stored by the Declarant, no improvements shall be constructed or removed upon any portion of the Common Area without the approval of the Association.

(a) No activities constituting a nuisance shall be conducted upon any Common Area.

(b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any Common Area.

(c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members of the Association.

(d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the real property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. All insurance policies shall be in the name of the Association and for the benefit of the Members and Owners and such other parties as the Association deems necessary. The insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the

Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable.

(e) Except for those capital improvements made to the Common Area by the Declarant at its expense, at all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose unless such capital improvement is required by any Federal, State or local law or ordinance.

Section 33. No Implied Waiver. The failure of the Association or the Declarant to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the Declarant or the Association, or any other person having an interest therein, of the Owner's or other party's requirement and obligation to abide by this Declaration.

Section 34. Imposition of Fines for Violations. It is acknowledged and agreed among all Owners that a violation of any of the provisions of this Declaration by an Owner or resident may impose irreparable harm to the other Owners or residents. All Owner's agree that a fine may be imposed by the Declarant or the Association for each day a violation continues after notification by the Declarant or the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within 15 days after mailing of notice of the fine. If not paid within 15 days, the amount of such fine shall accrue interest at a rate of twelve percent (12%) per annum, and shall be treated as a Special Assessment as provided in Article VII.

Section 35. Association Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Association shall have the right and authority to waive such violation.

Section 36. Right of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant shall have the right use the Property for ingress and egress thereover including the use of construction machinery and trucks thereon and no person shall in any way impede or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Furthermore, the Declarant may make such use of Property free from the interference of Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.

ARTICLE X
ENFORCEMENT OF NON-MONETARY DEFAULTS

Section 1. Non-monetary Default. In the event of a violation by any Members or Owner (other than the nonpayment of any Assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than 7 days after the receipt of the written notice, or if the violation is not capable of being cured within the 7 day period, or if the Member or Owner fails to commence and diligently proceed to completely cure as soon as practical, the Association may, at its option:

(a) **Specific Performance.** Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) **Damages.** Commence an action to recover damages; and/or

(c) **Corrective Action.** Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Association.

(d) **Fines.** Impose a fine or fines pursuant to Article X, Section 2 of this Declaration.

Section 2. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors or the Association, a fine or fines may be imposed upon an Owner for failure of and Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation, contained herein and rules or regulations promulgated under the Articles of Incorporation or Bylaws of the Association, provided the following procedures are adhered to:

(a) **Notice.** The Association shall provide at least 15 days notice to the Owner setting forth the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalties should not be imposed.

(b) **Hearing.** The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner no later than 21 days after the Board of Director's meeting.

(c) **Appeal.** Any person aggrieved by the decision of the Board of Directors as to a noncompliance may, upon written request to the Board filed within 7 days of the Board's decision, file an appeal. An appeals committee will be appointed by the Board within 7 days of the request and shall consist of 3 non-interested members of the Association, as provided in Section 720.305(2)(a) of Florida Statutes (2001). The appeals committee will meet, at which

time the Owner shall have the opportunity to appear in person. If the appeals committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The appeals committee shall file a written determination of the matter and serve copies on both the Board and the aggrieved person. A failure of an Owner to file an appeal shall be deemed to be a waiver of any further legal remedies relating to the infraction.

(d) Penalties. The Board of Directors may impose special assessments as follows:

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

(ii) Second noncompliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(iii) Subsequent noncompliance: a fine not in excess of One Hundred Dollars (\$100.00).

Provided, however, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed One Thousand Dollars (\$1,000.00) in the aggregate.

(e) Payment of Penalties. Fines shall be paid, in cash, check, or other readily available funds, to the order of the Association not later than 30 days after notice of the imposition or assessment.

(f) Collection of Fines. Fines shall be treated as an assessment otherwise due to the Association.

(g) Application. All monies received from fines shall be allocated as directed by the Board of Directors.

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

Section 3. Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be Special Assessments under this Article or Article VII.

Section 4. Late Fees. Any remedy sought by the Declarant or Association shall be subject to a late fee as set by the Board of Directors which shall bear an interest rate of twelve percent (12%) per annum.

Section 5. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of Association to enforce such right, provisions, covenant, or condition in the future.

Section 6. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to be constitute an election or remedies, nor shall it prelude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 7. Enforcement By or Against Persons. In addition to the foregoing, the Declaration may be enforced by the Declarant, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provisions herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of the Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, costs and disbursements through the appellate level.

Section 8. Enforcement by South Florida Water Management District and Osceola County, Florida. South Florida Water Management District and Osceola County, Florida, shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 9. Certificate as to Default. Upon request by any Member, Owner or mortgager holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Member or Owner is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE XI **INDEMNIFICATION**

Section 1. Indemnification of Officers, Directors or Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonable entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a Director, Officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, he shall be indemnified against expenses (including attorneys' fees and costs and appellate attorneys' fees and costs) actually and reasonably incurred by him in connection therewith.

(b) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, the Bylaws, agreement, vote of Members or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board of Directors, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this article.

ARTICLE XII

STORMWATER MANAGEMENT AND CONSERVATION AREAS

Section 1. Surface Water/Stormwater Management System.

(a) The MSTU shall, in perpetuity, operate, maintain and manage the Surface Water or Stormwater Management System(s), denoted on the Property in a manner consistent with South Florida Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein which relate to the Surface Water or Stormwater Management System. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the system to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by South Florida Water Management District. The MSTU shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by South Florida Water Management District.

(b) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water/Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the MSTU, the Association, Osceola County and South Florida Water Management District.

(c) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the MSTU, the Association, Osceola County, or South Florida Water Management District to any drainage areas or the Surface Water/Stormwater Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefore are hereby specifically reserved and created in favor of the Declarant, Osceola County, the MSTU, the Association, South Florida Water Management District, or any appropriate

governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(d) No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water/Stormwater Management System. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage area or the Surface Water/Stormwater Management System that have been or may be created by easement without the prior written consent of the MSTU, the Association, Osceola County, and South Florida Water Management District.

(e) Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area, drainage easement, or the Surface Water/Stormwater Management System including, but not limited to, easements for maintenance or ingress and egress shall be removed, if required by the MSTU, the Association, Osceola County, or South Florida Water Management District, the cost of which shall be paid for by such Owner as a Special Assessment.

(f) South Florida Water Management District and Osceola County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water/Stormwater Management System.

(g) If required by South Florida Water Management District, the Declarant shall construct a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot Owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by South Florida Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

(h) The covenants and restrictions regarding the Surface Water/Stormwater Management System are in no way intended to obligate the Association to perform any repairs, maintenance, corrections or modifications to those areas that Osceola County or South Florida Water Management District will control, as part of their governmental obligations, by agreement with the Declarant, or as provided in any permits or ordinances.

(i) The MSTU shall inspect the Surface Water/Stormwater Management System once within two years after the completion of construction of such system and every two years thereafter to determine if the system is functioning as designed and permitted. The MSTU shall maintain a record of each required inspection, including the date of the inspection, the name, address, and telephone number of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by South Florida Water Management District during normal business hours. If at any time the Surface Water/Stormwater Management System is not functioning as designed and permitted, then within 14 days the Association shall submit an Exceptions Report to the

District's Altamonte Springs Service Center, on form number 40C-42.900(6), Exceptions Report for Stormwater Management Systems Out of Compliance.

Section 2. Mitigation and Conservation Area.

(a) The Mitigation and/or Conservation Area, as noted on the Plat of the Property, are part of the 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, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

(b) The Association shall operate, maintain and manage the Mitigation and Conservation Area in a manner consistent with South Florida Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The Association shall be required to monitor and establish the Mitigation Areas. "Establishing" these areas shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, survival and growth of installed aquatic plant material or other surface water or stormwater management requirements as permitted by the South Florida Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by South Florida Water Management District.

(c) No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Mitigation and Conservation Areas without prior written permission of the Association, and the South Florida Water Management District.

(d) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association, Osceola County, Florida or South Florida Water Management District to any drainage area or the Mitigation and Conservation Area for maintenance or landscape purposes. The right of ingress and egress, and easements therefore are hereby specifically reserved and created in favor of the Declarant, the Association, Osceola County, South Florida Water Management District or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(e) No Lot shall be increased in size by filling in any drainage areas or Mitigation and Conservation Areas. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas, or the Surface Water/Stormwater Management Systems that have been or may be created by easement without the prior written consent of the Association, Osceola County, Florida, and South Florida Water Management District.

(f) Any wall, fence, paving, planting or other improvement placed by an Owner within a drainage area, drainage easement, Mitigation and Conservation Areas, including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required, by the Association, Osceola County, Florida, or South Florida Water Management District.

(g) The Association, Osceola County, Florida, or South Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Mitigation and Conservation Area.

ARTICLE XIII **GENERAL PROVISIONS**

Section 1. Assignment of Rights and Duties to the Association. The Declarant may at any time assign and delegate to the Association all or any portion of the Declarant's rights, title, interest, duties or obligations created by this Declaration. It is understood that the Association has been formed as a property owner's association in order to effectuate the intent of the Declarant for the proper development, operation and management of the Property. Wherever herein the Declarant or the Association or both are given the right, duty or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by the Declarant or the Association until such time as the Declarant is divested of all of its interest in any of the Property, or has terminated its interest in the Property. Thereafter, all rights, duties and obligations of the Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

Section 2. Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall remain in full force and effect until terminated in accordance with provisions set out herein.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of 25 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restriction, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) vote of each class of the membership in the Association, provided, that so long as the Declarant is the Owner of any Lot affected by this Declaration, the Declarant's consent must be obtained of such amendment, in the sole opinion of the Declarant, effect its interest. The foregoing sentence may not be amended. No provision of this Declaration may be amended if such provision is required to be included herein by any law. Without limiting the generality of the foregoing paragraph, prior to turnover, the Declarant specifically reserves the right to amend this Declaration in order to comply with the requirements of the Federal Housing Administration, Veterans Administration, South Florida Water Management District or Federal National Mortgage Association. As long as there is Class B membership, as that term is defined in Article I, Section 2 hereof, the Federal Housing

Administration or Veterans Administration must approve any amendment to this Declaration other than those to correct scrivener's errors or clarify any ambiguities herein. The Declarant shall have the right at any time within 6 years from the date hereof, but prior to turnover, to amend this Declaration to correct scrivener's error and to clarify any ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any institutional Lender without their written consent.

ANY AMENDMENT TO THE DECLARATION WHICH ALTERS ANY PROVISION RELATING TO THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREAS, MUST HAVE THE PRIOR APPROVAL OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT.

Section 6. Communication. All communication from individual Owners to the Declarant, its successors or assigns; the Board of Directors of the Association; or any Officer of the Association, shall be in writing.

Section 7. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, which shall take precedence over the Bylaws.

Section 9. Usage. Whenever used herein the singular number shall include the plural and the singular, and the use of any gender shall include all genders.

Section 10. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in Osceola County, Florida.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the undersigned, being the Declarant has hereunto set its hand and seal the day and year first above written.

DECLARANT:

AMERICA'S FIRST HOME, LLP, a Florida limited liability partnership

WITNESSES:


Jennifer Petrik
 Print Name: Jennifer Petrik

Jay L Day
 Print Name: Jay L Day

By: *Ronald E. Wilson*
 Ronald E. Wilson, President

STATE OF FLORIDA
 COUNTY OF Orange Seminole

The foregoing instrument was acknowledged before me this 29 day of June, 2005, by Ronald E. Wilson, as President of America's First Home, LLP, a Florida limited liability partnership. He is personally known to me or produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA

Dina Lewis
 Commission # DD413426
 Expires: MAR. 31, 2009
 Bonded Thru Atlantic Bonding Co., Inc.

Dina Lewis
 Signature of Notary Public

Dina Lewis
 Print name of Notary Public

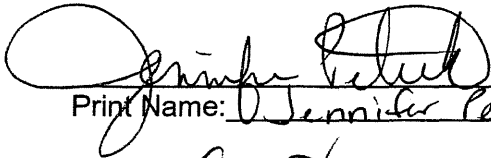
Notary Public State of Florida
 My Commission Expires: 3/31/09

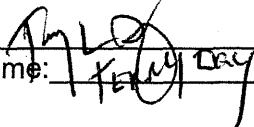
IN WITNESS WHEREOF, the undersigned, being the Adjacent Landowner has hereunto set its hand and seal the day and year first above written.


ADJACENT LANDOWNER:

ORLANDO REAL ESTATE INVESTMENTS, LLP, a Florida limited liability partnership

WITNESSES:



Print Name: Jennifer Petrik


Print Name: Tracy Day

By: 
Ronald E. Wilson, President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 29 day of June, 2005, by Ronald E. Wilson, as President of Orlando Real Estate Investments, LLP, a Florida limited liability partnership. He is personally known to me or produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
 **Dina Lewis**
Commission # DD413426
Expires: MAR. 31, 2009
Bonded Thru Atlantic Bonding Co., Inc.

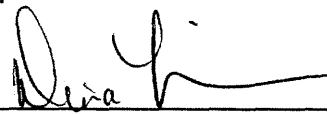

Signature of Notary Public
Dina Lewis
Print name of Notary Public
Notary Public State of Florida
My Commission Expires: 3/31/09

EXHIBIT "A"**Legal Description****LEGAL DESCRIPTION OF DORAL POINTE (PER PLAT)**

The S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Section 24, Township 26 South, Range 28 East, Osceola County, Florida and the S.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of Section 24, Township 26 South, Range 28 East, Osceola County, Florida and a portion of the North 660.00 feet of the N.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 25, Township 26 South, Range 28 East, Osceola County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of Section 25, Township 26 South, Range 28 East, Osceola County, Florida, run S 00°07'39" W, along the West line of the N.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Section 25, 532.41 feet to the Northeasterly right of way line of Poinciana Boulevard; said point also being a point on a 1425.00 foot radius curve concave Northeasterly, run thence Southeasterly along said 1425.00 foot radius curve, thru a central angle of 03°42'51", an arc distance of 92.37 feet (Chord = 92.36 feet; Chord Bearing = S 32°40'16" E) run thence S 85°32'57" E. 622.06 feet; run thence S 89°40'30" E, 660.13 feet to the East line of said N.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Section 25; run thence N 00°18'12" E, along said East line, 659.84 feet to the Southeast corner of the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Section 24, Township 26 South, Range 28 East, Osceola County, Florida; run thence S 89°57'06" E, along the South line of the S.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of said Section 24, 1332.86 feet to the East line of the S.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of aforesaid Section 24; run thence N 00°01'44" E, 1328.82 feet to the Northeast corner of said S.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$; run thence N 89°57'37" W, along the North line of said S.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$, 1323.91 feet to the Northeast corner of the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of aforesaid Section 24; run thence N 89°56'11" W, along the North line of said S.W. $\frac{1}{4}$ of S.W. $\frac{1}{4}$, 1334.87 feet to the Northwest corner of the aforesaid S.W. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of Section 24; run thence S 00°18'41" W, along the West line of said S.W. $\frac{1}{4}$ of Section 24, 1327.77 feet to the POINT OF BEGINNING.

Less and except:

Tract FF, Doral Pointe, according to the plat thereof, to be recorded in the Public Records of Osceola County, Florida.

EXHIBIT "D"

Legal Description of Additional Property

Tract FF of Doral Pointe, according to the plat thereof, to be recorded in the Public Records of Osceola County, Florida.

**JOINDER AND CONSENT OF MORTGAGEE TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
DORAL POINTE**

PUBLIC BANK, whose address is 1818 N. John Young Parkway, Kissimmee, Florida 34741, being the holder of those certain Mortgage and Security Agreements recorded in Official Records Book Official Records Book 2425, Page 2879, as modified, and in Official Records Book 2689, Page 1373, as modified, all in the Public Records of Osceola County, Florida (the "Mortgages"), hereby joins in, consents, and subordinates the lien of its Mortgages to the filing of the foregoing Declaration of Covenants, Conditions and Restrictions of Doral Pointe.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent this 15th day of June, 2005.

Signed, sealed and delivered
in the presence of:

PUBLIC BANK

[Signature]

(Signature of Witness #1)
ANDREA FLOREZ

(Print Name of Witness #1)

By: [Signature]

Name: C. S. Bennett
Title: Vice President

(CORPORATE SEAL)

[Signature]

(Signature of Witness #2)
Tricia Bandazzo

(Print Name of Witness #2)

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 15th day of June, 2005, CJ BENNETT, as VICE PRESIDENT of Public Bank.

[Signature]

Signature of Notary Public

(Print Notary Name)
My Commission Expires: 12/15/07
Commission No.: _____

Personally known, or
 Produced Identification
Type of Identification Produced _____

AFFIX NOTARY STAMP

