

12/15/80

BOOK PAGE

1874 1129

GEORGE N. JAHN
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
Suite 900, Barnett Plaza
201 South Orange Avenue
Orlando, Florida 32801

SEMINOLE CO. FL.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS FOR TWIN RIVERS DEVELOPMENT

THIS DECLARATION is made this 27th day of July, 1987, by THE ANDEN GROUP OF FLORIDA, a Florida general partnership, hereinafter referred to as "Developer," which declares that the real property described in Article II, which is owned by the Developer, is subject and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, reservations, charges and liens hereinafter set forth.

ARTICLE I - DEFINITIONS

The following words used in this Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1.1 The "Association" shall mean and refer to Twin Rivers Homeowners Association, Inc., a Florida corporation not for profit, and its successors and assigns.

Section 1.2 "The Properties" or "Properties" shall mean and refer to the initial real property, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedure hereinafter set forth.

Section 1.3 "Twin Rivers" means the multiphased and residential development known as "Twin Rivers" planned for development upon The Properties, and which thus become subject to this Declaration, and which are the subject of the Planned Unit Development Restrictions for residential development.

Section 1.4 "Lot" shall mean and refer to any lot on the various recorded subdivision plats of portions of The Properties, which plats are now of record in Seminole County, Florida, or may be recorded in the future, and which plats are designated by Developer by recorded instrument to be subject to these covenants and restrictions and any lot shown upon any resubdivision of any such plat, with the exception of the Common Properties, and of any lands to be used for schools, utilities or government uses.

Section 1.5 "Unit" or "Dwelling Unit" shall mean and refer to all or a portion of a building situated upon a Lot or Lots designated and intended for use and occupancy by a single family. A Lot may contain one or more Units, including, without limitation, a detached single-family home, an attached townhouse dwelling, an attached duplex or other multiplex dwelling, or any apartment-type unit contained in any multi-unit, multistory, residential building and whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership and possession.

Section 1.6 "Unit Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit which is a part of The Properties.

Section 1.7 "Common Property" or "Common Properties" shall mean and refer to (i) those tracts designated as Common Property or Common Properties on any recorded subdivision plat or plats of the Properties dedicated or deeded to the Association, (ii) the primary drainage system (as hereinafter defined), (iii) all landscaping and improvements lying within the public ways, (iv) all Easement Areas as defined in Section 1.8 hereof, (v) entry features or signs erected by the Developer to identify Twin Rivers, (vi) any special design feature lying within public ways,

426255

1987 AUG -4 PM 4:40

RECORDED & INDEXED

RECORDED & INDEXED

(vii) any landscaping, fences and walls installed by the Developer or the Association in any Common Property and (viii) all such similar items, areas, easements or properties which may be added by supplemental declarations regardless of whether any such items are capable of being legally described or lie within dedicated areas or easements; together with all future additions thereto, and together with the landscaping and any improvements thereon, as well as such other property, both real and personal, acquired by the Association by purchase, gift, lease or otherwise. It is also the intention of the Developer to designate portions of the lands on recorded subdivision plats of The Properties as Parks or Common Properties and to convey fee simple title to such Park or Common Property or Common Properties to the Association. The Association shall be responsible to maintain, repair and replace the Common Property or Common Properties as hereinafter provided. Developer shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Common Property or Common Properties such facilities, if any, as the Developer deems appropriate. The timing and phasing of all such construction, if any, shall be within the sole discretion of the Developer.

Section 1.8 "Easement" or "Easement Areas" shall mean and refer to all of the various easements and easement areas as designated on any recorded subdivision plat or plats of the Properties, but does not include or refer to those areas specifically so designated only for utility easement areas, or as Conservation Easement Areas.

Section 1.9 "Developer" shall mean The Anden Group of Florida, a Florida general partnership, its successors and assigns, only if the instrument by which such successor or assignee assumes the interest of The Anden Group of Florida in this development expressly provides that such successor or assignee shall become the Developer hereunder. A builder, contractor, or other person which purchases one or more lots for the purpose of constructing dwelling units shall not be deemed to be a "Developer."

Section 1.10 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.11 "Articles" shall mean the Articles of Incorporation of the Association.

Section 1.12 "Bylaws" shall mean the Bylaws of the Association.

Section 1.13 "Declaration" or "Declaration of Covenants and Restrictions" or "Covenants and Restrictions" shall mean this Declaration of Covenants, Conditions and Restrictions.

Section 1.14 "Member" shall mean and refer to all those owners who are members of the Association as provided in Section 3.1 and Section 3.2 hereof.

Section 1.15 "Association Expenses" shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Lots and Units and the owners thereof.

Section 1.16 "Occupant" shall mean the person or persons other than the Lot Owner or Unit Owner in possession of the Lot or Unit.

Section 1.17 "Assessment" shall mean a share of the Association Expenses required for the payment of the Association Expenses which from time to time are assessed against the Lots and Units and Lot Owners and Unit Owners, commencing from the time each Lot or Unit becomes a Contributing Lot or Unit.

Section 1.18 "Surplus" shall mean the excess of all receipts of the Association from the Lot Owners and Unit Owners and any other income accruing to the Association over and above the amount of the expenses of the Association.

Section 1.19 "Sub-Association" shall mean and refer to a homeowners association(s) and/or condominium association(s) which is responsible for the operation of a planned development or condominium regime as provided in its sub-declaration of covenants and restrictions or in its declaration of condominium as may be established on a portion of The Properties, and for the maintenance, repair and replacement of certain real or personal property not owned by or leased to the Association.

Section 1.20 "Institutional Mortgagee" means (a) any lending institution having a first mortgage lien upon a Lot or Unit including any of the following institutions: a Federal or State Savings and Loan or Building and Loan Association, or bank or real estate investment trust, or mortgage banking company doing business in the State of Florida; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot or Unit; or (c) any pension or profit-sharing funds qualified under the Internal Revenue Code; or (d) any and all investing or lending institutions, or the successors and assigns of such lenders (herein referred to as the "Lenders") which has loaned money to Developer to acquire, or construct improvements upon, The Properties and which holds a mortgage upon any portion of the Properties securing such a loan.

Section 1.21 "Mortgage" means any recorded Mortgage, Deed or Trust or other instrument transferring any interest in a Lot or Unit as security for the performance of an obligation.

Section 1.22 "First Mortgage" means any mortgage constituting a lien prior in dignity to all other mortgages encumbering the same Lot or Unit.

Section 1.23 "Planned Unit Development Restrictions" or "PUD Restrictions" shall mean and refer to all of the provisions, restrictions, requirements, plans, commitments and responsibilities incurred or imposed upon the Developer by The City of Oviedo, Florida in:

- (1) The "Development Order - Riverwood Development of Regional Impact" adopted by The City of Oviedo, Florida on June 2, 1986; and
- (2) The Final Master Plan for the Twin Rivers Planned Unit Development, comprised of twelve (12) sheets prepared by Commonwealth Engineering Associates, Inc., Altamonte Springs, Florida, as accepted by The City of Oviedo, Florida on January 29, 1987, and by the Developer on February 3, 1987, and including the "Final Master Plan Requirements" and "Zoning Classification" all as specifically set forth upon Page 12 thereof;

together with all exhibits, plans, agreements and supplemental data accepted and approved by The City of Oviedo, Florida in connection therewith.

Section 1.24 The "Primary Drainage System," shall mean and refer to the primary drainage system as is from time to time permitted by the St John's River Water Management District, and generally consisting of, but not limited to:

SEMINOLE CO. FL.

All storm water retention/detention ponds and area overflow weirs, culverts, swales, and water control structures together with all related easements, structures, facilities and appurtenances; but does not include the Secondary Storm Water Collection System generally consisting of inlets, pipes, manholes and other conveyance systems which discharge storm waters into the Primary Drainage System.

The foregoing definitions shall be applicable to this Declaration and also shall be applicable to the Articles of Incorporation and Bylaws of the Association, unless otherwise expressly provided herein or therein.

ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION;
ADDITIONS THERETO

Section 2.1 - Legal Description. The initial real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Seminole County, Florida and is more particularly described as:

Lots 1 through 113 inclusive, of Twin Rivers Section I, a subdivision according to the Plat thereof, as recorded in Plat Book 38, upon Pages 1 through 4 inclusive, of the Public Records of Seminole County, Florida.

all of which real property and all additions thereto, are herein referred to collectively as "The Properties." The Developer may from time to time bring other land under the provisions hereof by recorded Supplemental Declarations and thereby add to The Properties. It is the present intention of the Developer that all residentially zoned real property within Twin Rivers shall eventually be made a part of The Properties and, accordingly, reference herein to The Properties should be deemed to be reference to all of Twin Rivers residential properties where such reference is intended to include property other than that described in this Section 2.1. Nothing herein, however, shall obligate Developer to add to the initial portion of The Properties, to develop future portions of Twin Rivers under such common scheme nor to prohibit Developer from rezoning and changing the development plans with respect to such future portions and/or adding additional or other property to Twin Rivers and The Properties under such common scheme.

Section 2.2 - Additional Property. The Developer shall have the right, for a period of ten (10) years after the date of the recording of this Declaration, from time to time and within its sole discretion, to annex to the existing Properties additional property including properties now or hereafter acquired by it and property of others which is either abutting the existing properties (including additions thereto) or so situated that its addition will be consistent with the uniform scheme for development as determined in the sole discretion of the Developer. It is the present intention of the Developer that all residentially zoned real property within Twin Rivers shall eventually be made a part of The Properties and accordingly, reference herein to The Properties should be deemed to be reference to all of Twin Rivers where such reference is intended to include property other than described in Section 2.1 hereof. Nothing herein, however, shall obligate Developer to add to the initial portion of The Properties, to develop future portions of Twin Rivers under such common scheme nor to prohibit the Developer from rezoning and changing the PUD Restrictions and plans with respect to such future portions and/or additional or other property to Twin Rivers and The Properties under a common scheme of development. Such additional properties are to be all or portions of the real property more particularly described upon the Ordinance and Development Order as described and referred to in Section 1.23 of

this Declaration, and is subject to the determination by the Veterans Administration or the Federal Housing Administration that such annexation is in accordance with the general plan of development heretofore approved by either of them.

Section 2.3 - Other Additions. Additional lands may also be annexed to the existing Properties upon the consent of not less than two-thirds (2/3) of each class of Members of the Association, at a regular meeting of the Association or at a special meeting duly called for such purpose, together with all governmental improvements, if any, as required by law.

Section 2.4 - Supplemental Declaration. Any such additions as authorized in Section 2.2 or Section 2.3 hereinabove shall be made by the filing of record of one or more supplemental declarations with respect to the additional properties. A supplemental declaration shall contain the following.

- (a) A reference to this Declaration;
- (b) Identification of the Developer of the supplemental declaration;
- (c) An expression of intent to submit the real property described therein to be a portion of The Properties under this Declaration and to the uniform scheme of development of this Declaration and to the jurisdiction of the Association;
- (d) A statement that the real property that is the subject to the supplemental declaration constitutes additional properties which are to become a part of The Properties which are the subject matter of this Declaration; and
- (e) A description of that portion (if any) of the additional property that is to constitute Common Property or Common Properties in accordance with the provisions hereof.

In addition, a supplemental declaration may contain such additions to or modifications of the provisions hereof applicable to the additional property that may be necessary to reflect the different character, if any, of the additional property that is the subject of the supplemental declaration. Any such supplemental declaration shall become effective upon being recorded in the aforesaid Public Records.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Every owner of a Unit or Lot shall be a Member of the Association. There shall be one person, with respect to each Unit or Lot, who shall be entitled to vote at any meeting of the Unit Owners and Lot Owners and such person shall be known (and is hereinafter referred to) as a "Voting Member," provided, however, where a single unit is situated on a Lot or more than one Lot, the Unit Owner shall only have one vote in the Association for each Lot owned and where there is more than one Unit located on a Lot, the Unit Owner shall have the number of votes equal to the number of Units owned, and further provided the Owner(s) of an unimproved Lot(s) shall be entitled to one vote for each Lot owned. If a Unit or Lot is owned by more than one person, the owners of said Unit or Lot shall designate one of them as the Voting Member, or in the case of a corporate Unit Owner or Lot Owner, an officer or an employee thereof shall be the Voting Member. Designation of the Voting Member shall be made, as provided by and subject to, the provisions and restrictions set forth in the Bylaws of the Association. A Lot shall be deemed to be one Unit for the purposes of this Section, provided, however, at such time as the certificate of occupancy or like governmental permit is issued as to the improvements on each Lot, the number of Units on such Lot shall be determinative of the number of votes such Lot Owner shall be entitled to cast.

Membership shall be appurtenant to and may not be separated from ownership of a Unit or Lot. Transfer of Unit or Lot ownership either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

Section 3.2 The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all owners as defined in Section 3.1, with the exception of the Developer as defined in this Declaration (as long as the Class B membership shall exist and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot or Unit in which they hold the interest required for membership by Section 3.1. When more than one person holds such interest or interests in any Lot or Unit, all such persons shall be Members, and the vote for such Lot or Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Unit.

(b) Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote for each Lot or Unit owned by Developer, plus two (2) votes for each vote which the Class A Members are entitled to cast from time to time; provided that the Class B membership shall cease and terminate upon the happening of either of the following events, whichever occurs earlier:

(1) The sale and conveyance of seventy-five percent (75%) of the Lots developed or to be developed in Twin Rivers; or

(2) Ten (10) years after the date of the recording of this Declaration in the Public Records of Seminole County, Florida; or

(3) At any time prior to that date at the election of the Developer.

(c) Notwithstanding the foregoing or anything contained in this Declaration to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Association until the occurrence of either of the events set forth in Section 3.2(b)(1), (2) or (3) hereinabove. Whereupon the then existing Class A Members shall be obligated to elect the Board and assume control of the Association.

Section 3.3 - Mergers. Upon a merger or consolidation of the Association with another similar association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger; provided, however, that such merger shall have been adopted by receiving at least two-thirds (2/3) of the votes of each class of members voting at a regular meeting or special meeting duly called for such purpose, are entitled to cast. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property, together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the Property.

ARTICLE IV - PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 4.1 - Ownership. The Common Properties shall be conveyed or assigned to the Association for the joint and several use, in common, of the Owners of all Lots and Units that may from time to time constitute part of The Properties in the manner specified herein. When all improvements proposed by Developer to be constructed within The Properties have been completed and conveyed to purchasers (if applicable), or sooner at Developer's option exercisable from time to time as to any portion or all of the Common Properties, the Developer, or its successors and assigns, shall convey, assign and/or transfer the record fee simple title or such right, title and interest as shall then be owned by it to the Common Properties (except those areas lying within dedicated areas) to the Association, and the Association shall accept such conveyance and/or assignment, holding title and interest for the Owners as stated in the preceding sentence. Beginning upon the date the Common Properties are deeded and/or assigned to the Association, the Association shall be responsible for the maintenance and operation of all Common Properties in a continuous and satisfactory manner without cost to the general taxpayers of the City of Oviedo, or of Seminole County, Florida. It is intended that all real estate taxes against the Common Properties shall be proportionally assessed against and payable as part of the taxes of the Lots and Units within The Properties. However, in the event that any such taxes are assessed directly against the Common Properties, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property thereon belonging to the Association. Developer shall have the right from time to time to enter upon the Common Properties during periods of construction upon adjacent properties, and for the purpose of construction of any facilities on the Common Properties that Developer elects to build, and Developer shall have the right to use the Common Properties for sales, displays and signs during the period of construction and sales of all of the land owned by Developer within The Properties.

Section 4.2 - Members' Easements. Each Member of the Association, and each tenant, agent and invitee of such Member, shall have a permanent and perpetual easement for the use and enjoyment of all Common Properties in common with all other such Members of the Association, their tenants, agents and invitees.

The rights of use and enjoyment are hereby made subject to the following superior rights:

(a) The right and duty of the Association to levy assessments against each Lot or Unit for the purpose of maintaining the Common Properties and facilities in compliance with the provisions of this Declaration, the PUD Restrictions and with the restrictions on the plats or portions of The Properties from time to time recorded by Developer.

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

(c) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Properties.

(d) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Properties and all facilities at any time situated thereon, including the right to fine Members as provided in Section 8.3 hereof. Any rule and/or regulation so adopted

shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(e) Developer, its successors and assigns, shall have the right to permit persons other than Members and designated persons to use certain portions of The Properties and any recreational facilities that may be constructed thereon under such terms as Developer, its successors and assigns, may from time to time desire. In addition, the employees of the Developer shall have the right to use all Common Properties, including recreation facilities, as long as the Developer owns any portion of The Properties. The right to the use and enjoyment of the Common Property and facilities thereon shall extend to each permitted user's immediate family who reside with him, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

(f) All of the easements, terms, provisions, and agreements as set forth in the Developer Agreement between Developer and a private service company for the furnishing to the Property of adequate sewage collection and disposal services.

(g) All of the restrictions, requirements, terms and provisions relating thereto as set forth in the Planned Unit Development Restrictions.

Section 4.3 - Easements Appurtenant. The easements provided in Section 4.2 shall be appurtenant to and shall pass with the title to each Lot and/or Unit.

Section 4.4 - Maintenance. The Association shall at all times maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Properties, any and all landscaping and other improvement features situated on the Common Properties (upon completion of construction by Developer), except utilities. All such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Without limiting the generality of the foregoing, the Association shall assume all of Developer's responsibility to the City of Oviedo, the St. Johns River Water Management District, and Seminole County, Florida of any kind with respect to the Common Properties, including, but not limited to, the entry features, and the Drainage Systems and shall indemnify Developer and hold Developer harmless with respect thereto. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VII, and shall be assessed against all Lots and Units as provided for in Article VII hereof. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Properties or abandonment of his right to use the Common Properties.

Section 4.5 - Easement Grant and Restrictions. The Developer does hereby give and grant unto the Association, an perpetual easement for the use, development, installation, maintenance and care of all landscaping, walks, walls, signage and fences or other improvement features upon and within the Easement Areas shown on the plats of the Properties as from time to time recorded by the Developer, together with full right and authority of the Association, its officers, agents and/or employees to enter upon such Easement Areas for the installation, maintenance, removal, replacement, care and treatment of all walks, walls, signage, fences and landscaping thereon as it may deem necessary and proper.

All walls, walks, fences, signage, landscaping, trees, grass, plants and plant material or other improvement features for the development of such Easement Areas shall be installed, developed, replaced and maintained by the Association in accor-

dance with the requirements and standards of the City of Oviedo, Florida.

Initially such landscape buffer easement areas are to be left in their natural state, and all walls, walks, fences, signage, landscaping, trees, grass, plants and plant material, or other improvement features for the development of such easement areas shall be installed, developed, replaced and maintained by the Association only when directed to do so by the City of Oviedo, Florida, and then in accordance with the requirements and standards of the City of Oviedo, Florida.

Subsequent to the conveyance by the Developer of any lot upon which an easement has been placed, the following restrictions and prohibitions shall become in full force and effect and binding upon and enforceable against all subsequent lot owners, to wit:

(a) No additional or further building, fences, walls or structures or improvements of any kind shall be built, created, erected or placed within the Easement Areas, without first having obtained written approval thereof from the Association.

(b) The Association shall have the right to remove, clear and keep clear all such buildings, fences, walls, structures or materials from and out of and away from the Easement Areas.

(c) No lot owner will in any manner destroy, damage, remove, deface or interfere with any landscaping, plants or plant materials, trees or grass or existing fences, walls or other improvements which have been placed upon or established by the Developer and/or the Association within the Easement Areas.

(d) No lot owner shall in any manner obstruct, impede or interfere with the rights and duties of the Association as to such Easement Areas and its right of ingress and egress thereto.

The areas designated as "Open Space Areas" upon the Twin Rivers Final Master Plan (as identified in Section 1.23 hereof) shall include conservation and water retention areas, and are restricted to prohibit the construction of any habitable structures and to allow pedestrian walks and access for the maintenance of such storm water retention areas.

Section 4.6 - Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the Properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, treated sewage effluent water re-use disposal system, gas, telephones, electricity, drainage, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of all buildings providing such company restores disturbed areas to the condition in which they were found. This easement shall in no way affect any other recorded easements on said premises. Public and private utilities may be installed underground in the Common Properties when necessary for the service of The Properties or other lands within The Properties, and the use of all sewage utility easements shall be in accordance with the applicable provisions of the Developers Agreement therefore. All of the rights and easements granted in this Section 4.6 may only be utilized after written approval therefor

shall be granted by the Association, and then only in accordance with such conditions and limitations as the Association shall establish in its approval.

Section 4.7 - Access Easements. Fire, police, health, utility, drainage, sanitation and other public or private service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Properties.

Section 4.8 - Supremacy Reservation. Notwithstanding any other provision of this Declaration, the Developer reserves the right to convey to any governmental entity or agency title to or an easement over all or any portion of the Easement Areas, as will be located and identified upon any recorded subdivision plat or plats of the Property.

ARTICLE V - EASEMENT AND PRIMARY DRAINAGE SYSTEM AREAS

Section 5.1 - Maintenance. Without limiting the generality of the provisions of Section 4.4 hereof, the Easement and Primary Drainage System Areas shall be maintained by the Association, beginning upon the date that such areas are conveyed or assigned by the Developer to the Association, in a continuous and satisfactory manner without cost to the general taxpayers of the City of Oviedo and Seminole County, Florida, and without direct expense to the Owners of the Lots or Units upon which the Easements and Primary Drainage System Areas are situated or abut, except for their share of the general common expenses. The Owners of the respective Lots or Units shall be responsible for the payment of any taxes that may be assessed against the Easement and Primary Drainage System Areas which are included within the boundaries of each such Lot. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VII. Except as provided herein to the contrary, such assessments shall be against all Lots and Units equally. No Owner may waive his right to use or otherwise escape liability for assessments for such maintenance under this Section.

No structure, fence or landscaping that interferences with the flow or retention of storm water and no refuse shall be placed upon or allowed to remain on any part of a Lot within any easement area for storm water drainage or retention, and the storm water drainage and retention areas, including drainage swales or retention ponds, shall not be filled or otherwise changed so as to alter or block the flow or the quantity of water. Owners of Lots within which any easement for storm water drainage or retention lies shall be responsible for the maintenance of such areas to permit the flow and retention of water in accordance with the approved storm water drainage and retention system plan required. If any Owner shall fail to comply with any part or all of the restrictions contained in this Section, the Association shall notify the Owner in writing, shall have the right to correct such failure to comply herewith, to assess and collect the cost thereof and shall have a lien upon the Lot upon which the work was performed all in accordance with the provisions of Article VII governing the collection of assessments.

Section 5.2 - Limitations on Use. The Easement Areas shall be used for the purposes as set forth and permitted in Section 4.5 hereof, and for installation and maintenance of underground public utilities, and shall not be used by the Owners of the respective Lots and Units for parking or for any other purposes. No driveway access or vehicular access shall be permitted to any Lots or Units across any Landscaping and Pedestrian Areas, except for access to the sales model areas of the Developer.

ARTICLE VI - CONSERVATION EASEMENT AREAS SEMINOLE CO. FL.

Section 6.1. "Conservation Easement" or "Conservation Easement Areas" shall mean and refer to all of such areas so designated as such upon any recorded Subdivision Plat or Plats of the Properties.

The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Easement in favor of the Developer, the Association, and The City of Oviedo, Florida, for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this Conservation Easement, each of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the Developer and/or The City of Oviedo, Florida, to wit:

(a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the surface of the Conservation Easement Areas; and

(b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and

(c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas; and

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas; and

(e) Any use which would be detrimental to the retention of the Conservation Easement Areas in their natural condition.

(f) Acts or uses detrimental to such retention of land or water areas.

The Conservation Easements hereby created and declared shall be perpetual.

The Developer, its successors and assigns and/or the Association or the City of Oviedo, Florida shall have the right and easement to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Developer, and all subsequent owners of any lot upon which there is located any Conservation Easement shall be responsible for the periodic removal of trash and other debris which may accumulate on such Easement Parcel.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this paragraph may be enforced by the Developer, by the Association and/or the City of Oviedo, Florida by proceedings at law or in equity including, without limitation, actions for injunctive relief.

All rights and obligations arising hereunder are appurtenances and covenants running with the lots, which include any such Conservation Easement Area, and shall be binding upon, and shall inure to the benefit of the Developer, and its successors and assigns, to the Association and to The City of Oviedo, Florida. Upon conveyance by the Developer to third parties of any lots affected hereby, the Developer shall have no further liability or responsibility hereunder.

ARTICLE VII - ASSOCIATION COVENANTS FOR 1140
MAINTENANCE ASSESSMENTS

SEMIHOLE CO. FL.

Section 7.1 - Creation of the Lien and Personal Obligation of the Assessments. Except as provided in Section 7.8 hereof, the Developer for each Lot or Unit owned by it within The Properties hereby covenants and agrees, and each Owner of any Lot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments or charges for the maintenance, operation, management and insurance of the Common Properties as provided in Articles IV and V hereof, including, but not limited to, the Easement and Primary Drainage System Areas, and other items described herein as Common Properties, including such reasonable reserves as the Association may deem necessary, and special assessments as provided in Section 7.3 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot or Unit against which each such assessment is made. Each such assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such Lot or Unit from time to time. All assessments, both regular and special, shall be imposed against all Lots and Units within The Properties and those that may in the future be subject to liens of the Association (except as provided herein with respect to charges or assessments which are made against one or more Lots or Units to the exclusion of others), provided that in the case of any multi-unit rental project located on any Lot, the Owner thereof shall be assessed for each rental apartment contained in such multi-unit rental project as if each such apartment were a Unit for this purpose and the total of such assessments shall be a lien against such entire Lot.

Determining Amount of Assessment: The anticipated operating budget for each calendar or fiscal year shall be set forth in a budget ("Budget") prepared by the Board of Directors. The total anticipated operating expenses for the Association to undertake its duties and obligations as set forth in this Declaration shall be apportioned among the contributing lots and units to determine the individual lot or unit assessments as follows:

- (a) There shall be assigned to each contributing unit a "Value" in accordance with the following.
 - (i) Each contributing unit which is a detached single family home on a lot shall be assigned a value ("Value") of one (1.00); and
 - (ii) Each contributing unit which is a single family home on a zero lot line lot, shall be assigned a value of three quarters (0.75); and
 - (iii) Each contributing unit which is a multi-plex dwelling or unit, or unit in a multi-unit residential building, shall be assigned a value of one-half (0.50); and
 - (iv) Each contributing lot, upon which a dwelling unit shall not yet have been constructed, shall be assigned a value of one-quarter (0.25).
- (b) The individual assessment for each contributing lot or unit shall be the product arrived at by multiplying the total anticipated operating expense reflected by the Budget, by a fraction, the numerator of which is the

value assigned as aforesaid and the denominator of which shall be the total of all values assigned to all contributing lots or units.

Section 7.2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance, operation, management and insurance of the Common Properties as provided in Article V hereof, and to promote the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with them (if applicable) and their guests and tenants.

Section 7.3 - Capital Improvements. Funds in excess of \$5,000.00 in any one case which are necessary for capital improvements relating to the Common Properties and which have not previously been collected as reserves or are otherwise available to the Association may be levied as special assessments by the Association upon approval by a majority of the Board of Directors of the Association and upon approval of 66-2/3% favorable vote of Members voting at a meeting or by ballot as may be provided by the Bylaws of the Association, against Lots and Units in the manner specified in Section 7.1 hereof.

Section 7.4 - Date of Commencement of Annual Assessments; Due Dates. The annual Lot or Unit assessments provided for in this Article VII shall commence on the first day of the month next following the issuance of a certificate of occupancy as to improvements constructed upon such Lot, or six (6) months after such Lot has been conveyed by Developer, whichever event shall first occur; on such commencement date each lot or unit shall become a Contributing Unit.

As to each multi-plex Unit contained in any multi-unit building, whether fee simple, cooperative, condominium, rental or other form of ownership and possession, the annual assessment for such Units shall commence on the first day of the month next following the issuance of a certificate of occupancy as to the building containing such Units.

The annual assessments shall be payable in monthly installments, or in annual or quarter-annual installments if so determined by the Board of Directors of the Association. The assessment amount may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment shall be for the calendar year, but the amount of any assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment under Section 7.3 hereof shall be fixed in the Board resolution authorizing such assessment.

Section 7.5 - Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per lot and per Unit.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by 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 this purpose.

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

Section 7.6 - Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot and Unit for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Units, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment, except as to emergency assessments.

The Association shall upon request, and only in connection with any sale or mortgaging of any Lot or Unit, furnish to any Owner liable for an assessment a certificate in writing signed by the Treasurer of the Association, setting forth whether such assessment has been paid as to any particular Lot or Unit. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Lots or Units for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms or Associations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

Section 7.7 - Collection of Assessment; Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments are not paid on the dates when due (being the dates specified in Section 7.4 hereof), then such assessments shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the appropriate Lot or Unit, which shall bind such Lot or Unit in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within thirty (30) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid), and all sums due shall bear interest from the dates when due until paid at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien against the property on which the assessments and late charges are unpaid, or may foreclose the lien against the property on which the assessments and late charges are unpaid, or pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action shall be added to the amount of such assessments, interest and late charges, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and a

reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In addition to the rights of collection of assessments stated in this Section 7.7 any and all persons acquiring the title to or the interest in a Lot or Unit as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or Unit or the enjoyment of the Common Properties until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots or Units shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 7.8 of this Article.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association.

Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owners.

Section 7.8 - Subordination of the Lien. The lien of the assessment provided for in this Article VII shall be subordinate to tax liens and to the lien of any mortgage recorded prior to recordation of a claim of lien, which mortgage encumbers any Lot or Unit and is in favor of any institutional mortgagee and is now or hereafter placed upon a portion of The Properties subject to assessment; provided, however, that any institutional mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any institutional mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under any such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot or Unit by reason of the provisions of this Section 7.8 shall be deemed to be an assessment divided among, payable by and a lien against all Lots and Units as provided in Section 7.1 of this Article VII, including the Lot or Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for assessment under this Article VII shall be superior to liens for assessments of the other sub-associations which may be referred to in Declarations of Restrictions and Protective Covenants recorded with respect to certain Lots or Units.

Section 7.9 - Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot or undeveloped property within The Properties, the Developer shall not be liable for assessments against such Lots, provided that Developer funds an amount equal to the amount of operating expenses (exclusive of reserves and management fees) incurred during such period of time not produced by assessments receivable from other Members of the Association. Developer may at any time and from time to time commence paying assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits, but may at any time thereafter and from time to

1874 1144

SEMINOLE CO. FL.

time again elect to follow the procedure specified in the preceding sentence. When all Lots within The Properties are sold and conveyed to purchasers, Developer shall have no further liability of any kind to the Association for the payment of assessments or deficits.

Section 7.10 - Conveyance; Dedication. All Lots and other properties conveyed or dedicated to and accepted by a local governmental authority and Common Property, shall be exempt from the assessments created herein, except that no Lot or Unit devoted to dwelling use shall be exempt from these assessments.

Section 7.11 - Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments shall at all times be kept and maintained in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 7.12 - Notice and Quorum for Any Action Authorized Under Sections 7.3 and 7.5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.3 and 7.5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7.13 - Real Estate Taxes. In the event the Common Property and facilities owned by the Association are taxed separately from the parcels deeded to Lot or Unit Owners, the Association shall include such taxes as a part of the general assessment. In the event the Common Property and facilities owned by the Association are taxed as a component of the value of the property owned by each Lot or Unit Owner, it shall be the obligation of each Lot or Unit Owner to promptly pay such taxes prior to them becoming a lien upon the Property.

ARTICLE VIII - RULES AND REGULATIONS

Section 8.1 - Compliance by Owners. Every Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations adopted by the Association as contemplated in Sections 4.2, 8.4 and 12.10 hereof.

Section 8.2 - Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Association shall have the right to suspend voting rights and use of Common Properties as specified in Section 4.2 hereof.

Section 8.3 - Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply herewith or with any rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors

at which time the Owner shall present reasons why penalties should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors meeting.

(c) Penalties: The Board of Directors may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of ONE HUNDRED AND NO/100 DOLLARS (\$100.00).

(2) Second non-compliance or violation: a fine not in excess of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00).

(3) Third and subsequent non-compliance, or violation or violations which are of a continuing nature: a fine not in excess of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00).

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

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article VII hereof.

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

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

Section 8.4 - Initial Rules and Regulations. Attached hereto as Schedule A is the initial rules and regulations of the Association which are incorporated herein by reference and which may be modified, in whole or in part, at any time by the Board.

ARTICLE IX - RESIDENTIAL UNIT CATEGORIES

Section 9.1 - Land Use and Building Types. No Lot or Unit shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. The following types of Residential Units shall be the only buildings constructed on Lots within the Properties:

- (a) A detached single-family home;
- (b) An attached townhouse dwelling;
- (c) An attached duplex or other multiplex dwelling; or
- (d) Any multi-unit, multi-story residential building.

The Planned Unit Development Restrictions of the City of Oviedo, Florida shall determine the type and number of dwelling units to be erected on each Lot. No building shall be erected, altered,

placed or permitted to remain on any Lot other than one of the four types of Residential Units set forth above, except for such accessory buildings and improvements authorized by the applicable ordinances of the City of Oviedo, Florida.

Section 9.2 - Specific Restrictions.

(a) As to those lots, which under the Planned Unit Development Restrictions are zoned, restricted and platted for one detached, single-family dwelling (and which are not located in the "Country Club Section" subdivisions), the principal building to be constructed on such lots (i) as to zero lot line lots shall contain not less than 900 sq. ft. of heated and cooled floor area, exclusive of garages, carports, basement areas, porches and patios, and shall have minimum building line set-backs of 20 ft. from the front lot line, 20 ft. from the rear lot line and 10 ft. between buildings; and (ii) as to all such other zoned and restricted lots, the principal building to be constructed on these lots shall contain not less than 1000 sq. ft. of heated and cooled floor area exclusive of garages, carports, basement areas, porches and patios and have minimum building lot line set-backs of 25 ft. from the front lot line, 25 ft. from the rear lot line, and 7 1/2 ft. from each such lot side lines.

As to all those lots, which under the Planned Unit Development Restrictions are zoned, restricted and platted for one detached, single-family dwelling (and which are located in the "Country Club Section" subdivisions), the principal building to be constructed on these lots shall contain not less than 1,800 square feet of heated and cooled living space, exclusive of garages and patios, and shall have minimum building lot-line setbacks, as follows:

- (i) As to all lots abutting the Golf Course, twenty-five feet (25') from the front lot line, forty feet (40') from the rear lot line, and seven and one-half feet (7 1/2') from each side lot line;
- (ii) As to all other lots (in the Country Club Section) twenty-five feet (25') from the front lot line, twenty-five feet (25') from the rear lot line, and seven and one-half feet (7 1/2') from each side lot line.

(b) An Owner, his family, and lessees, shall not do or keep and shall not cause anything to be done or kept on his Lot which shall constitute a nuisance under the laws of the State of Florida, or which will obstruct or interfere with the rights of other Owners or the Association or among other Owners by unreasonable noises, odors or otherwise; nor shall any Owner, his family, and lessees commit or permit any nuisance, immoral or illegal act within The Properties.

(c) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Common Properties, nor shall oil wells, tracks, tunnels, mineral excavations or shafts be permitted upon or in the Common Properties. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Common Properties.

(d) Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, its transferees, or its or their contractors or sub-contractors from doing or performing on all or any part of The Properties actually owned or controlled by Developer, its transferees, or its or their contractors or sub-contractors as the case may be, whatever they

determine to be reasonably necessary or advisable in connection with the completion of the development of The Properties, including, without limitation:

(1) Erecting, constructing, and maintaining thereon such structures and vehicles as may be reasonably necessary for the conduct of Developer's business of completing and establishing The Properties as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

(2) Conducting thereon its or their business of completing and establishing The Properties as a residential community and disposing of The Properties in parcels by sale, lease, or otherwise; or

(3) Temporary uses by Developer or model homes, sales displays, parking lots, construction trailers, sales trailers, sales offices and other offices, or any one or combination of such uses shall be permitted until permanent cessation of such uses takes place; or

(4) Maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of The Properties in parcels;

(5) Provided, however, that operations being conducted under subparagraphs (a), (b), (c) and (d) immediately above shall be permitted upon only those parts of The Properties owned or controlled by the party causing, or conducting said operations. As used in this Section, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

(e) As fences and walls tend to spoil or detract from the view from the adjoining Golf Course, or of the Golf Course from any lot abutting the Golf Course, and therefore are to be prevented. As to those lots, which when platted by recorded subdivision plats adjoin and have a boundary line contiguous to the Golf Course, which lots will be platted into "Country Club Section" subdivisions, the following additional restrictions shall be applicable:

(i) No fence or wall shall be placed or permitted to remain along any lot boundary line which adjoins and is contiguous to the Golf Course property.

(f) Each portion of The Properties will be subject to and the Association and each Owner will conform to, comply with and observe (i) all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the City of Oviedo and any and all other governmental and public authorities and boards or officers of the same relating to such Properties, any improvements thereon, or the use thereof and no illegal or immoral purpose or use shall be permitted on such Properties; and (ii) all of the requirements, provisions, and restrictions of the Planned Unit Development Restrictions.

ARTICLE X - ARCHITECTURAL CONTROL

In order to preserve the values and appearance of Twin Rivers, the following restrictions upon The Properties are hereby established:

Section 10.1 - Requirement of Board Approval. Except for Units, buildings and other structures and improvements constructed, installed or placed by or with the approval of Developer; landscaping, plantings, signage and other features by or with the approval of Developer; and additions, alterations, modifications and changes to any of the foregoing by or with the approval of Developer (collectively "Developer Improvements"),

2435

SEMINOLE CO. FL.

which Developer Improvements are not subject to the approval of the Board, no improvement or structure of any kind, including, without limitation, any building, wall, fence, swimming pool, tennis court, or screen enclosure, shall be erected, placed or maintained on any portion of The Properties; no landscaping or planting shall be commenced or maintained upon any portion of The Properties; and no addition, alteration, painting, modification or change to any such improvement, structure, landscaping or planting shall be made without the prior written approval of the Board.

Section 10.2 - Method of Obtaining Board Approval. In order to obtain the approval of the Board; two (2) complete sets of plans and specifications for proposed construction and landscaping shall be submitted to the Board for its review. Such plans and specifications shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The Board may also require the submission of additional information and materials as may be reasonably necessary for the Board to evaluate the proposed construction, landscaping or alteration. The Board shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. The Board shall not be responsible for reviewing, nor shall its approval of design from the standpoint of structural safety or conformance with building codes.

Section 10.3 - Approval or Disapproval by the Board. The Board shall have the right to refuse to approve any proposed plans or specifications which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the Board shall be in writing and shall be sent to the Board and the respective Lot Owner or Unit Owner, as applicable. In the event the Board fails to approve or to disapprove in writing any proposed plans and specifications within thirty (30) days after submissions to the Board of such plans and specifications and any and all other reasonably requested information and materials related thereto, then said plans and specifications shall be deemed to have been approved by the Board and the appropriate written approval delivered forthwith.

Section 10.4 - Board to Adopt Rules and Regulations. The Board shall promulgate such further rules, regulations, criteria and standards as it deems necessary and shall adopt a schedule of reasonable fees for the processing of applications to the Board.

Section 10.5 - Appointment of Architectural Committee. By resolution the Board may assign and delegate all or any portion of its duties and responsibilities under this Article X to an architectural committee appointed by the Board for such period of time as the Board shall provide for in such resolution.

ARTICLE XI - TREATED SEWAGE EFFLUENT WATER REFUSE SYSTEM

The City of Oviedo, through Ordinance and the requirements of the said City's applicable Development Order for the Twin Rivers Development, has imposed upon the Developer the requirement to install a treated sewage effluent water refuse system to be utilized for non-potable purposes, such as lawn irrigation. In accordance with said requirement, all Lot Owners, their heirs, successors and assigns, shall allow said refuse system to be constructed and remain in place, and shall utilize said system for such non-potable purposes. The Alafaya Utilities, Inc., ("Service Company") shall own, operate and maintain the effluent water refuse system to the point of connection of the said refuse system to the irrigation or other

individual Lot in the Twin Rivers Development, upon completion of construction of the effluent water refuse system by the Developer.

Neither the Developer, the Service Company or their successors or assigns shall be held responsible or liable in any manner whatsoever to the Owner(s), of any Lot, their heirs, successors, or assigns with regards to any casualty, disaster, catastrophe, damages, Acts of God, or other such occurrences of any such nature or cause which may occur, be experienced, or be alleged to have occurred, by said Lot Owner(s), due to the usage of the effluent water. All Owners of Lots shall be required to maintain in good working order those irrigation or other non-potable systems installed on their respective Lots, to allow the use of non-potable water in a continuous and efficient manner for irrigation and other such non-potable uses on their respective Lots.

ARTICLE XII - GENERAL PROVISIONS

Section 12.1 - Duration. The covenants, conditions, restrictions, reservations and easements of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Developer, the Association, any sub-association or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 66-2/3% of the Lots and Units agreeing to revoke said covenants has been recorded. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

In the event of termination, dissolution or final liquidation of the Association, prior thereto, the responsibility for the operation and maintenance of the surface water management system will be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C. and be accepted by the St. Johns River Water Management District in writing.

Section 12.2 - Notice. Any notice or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and in the absence of any specific address at the address of any Unit or Lot owned by such Owner; and (ii) the Association, at 1404 El Cajon Court, Winter Springs, Florida 32708, or such other address as the Association shall hereinafter notify Developer and the Owners of in writing; and (iii) Developer at 1404 El Cajon Court, Winter Springs, Florida 32708, or such other address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Owners. Upon request of an owner, the Association shall furnish to such Owner the then current address for Developer as reflected by the Association records.

Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such Institutional Mortgagee on a Lot or Unit, together with written request therefor from such Institutional Mortgagee, the Association shall timely send to such Institutional Mortgagee the following:

(a) A copy of any notice of a meeting of the Association or of the Board which is thereafter sent to the Owner of such Lot or Unit; and

(b) A copy of any financial statement of the Association which is thereafter sent to the Owner of such Lot or Unit; and

(c) Written notice of any termination by the Association of any professional management of the Recreation Parcels or Association Property, and the assumption by the Association of the self-management of such areas; and

(d) Thirty (30) days prior written notice of the cancellation or termination by the Association of any policies of insurance covering the Recreation Parcels or The Properties or any improvements thereof, or any fidelity bonds of the Association for its officers, directors, or employees, as well as copies of any notices of cancellation by others received by the Association with respect thereto; and

(e) Written notice of any damage or destruction to the improvements located on the Common Properties or The Properties which gives rise to net insurance proceeds therefor being available for distribution to the owners of the Contributing Units encumbered by the mortgage of such Institutional Mortgagee; and

(f) Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Common Properties or The Properties; and

(g) Written notice of any material amendment to, or the abandonment or termination of, this Declaration in accordance with the terms hereof.

The failure of the Association to send any such notice of any such Institutional Mortgagees shall not have any effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

Section 12.3 - Incorporation of Twin Rivers Documents. Any and all deeds conveying a Lot, Unit or any other portion of The Properties shall be conclusively presumed to have incorporated herein all of the terms and conditions of the Twin Rivers Documents, including, but not limited to, this Declaration, whether or not the incorporation of the terms and conditions of the Twin Rivers Documents is specifically set forth by reference in such deed, and acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of the Twin Rivers Documents.

Section 12.4 - Enforcement. Enforcement of these covenants, provisions and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, condition, reservation or easement either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, the Developer, any sub-association or any Owner to enforce any covenant, restriction, condition, reservation or easement herein contained shall in no event be deemed a waiver of the right to do so thereafter. These remedies shall be cumulative of all other remedies provided by law.

Section 12.5 - Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the reservations, conditions, covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or

added to at any time and from time to time upon the execution and recordation of any instrument executed by the Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, by approval at a meeting of Owners holding not less than 66-2/3% of the votes of the membership of the Association, provided that so long as the Developer is the Owner of any Lot or Unit affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. Any amendment of this Declaration shall, as is provided for in the PUD Restrictions be subject to final approval of the City Council of the City of Oviedo, Florida, before they become effective.

Any amendment to this Declaration which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 12.6 - Condemnation. In the event all or part of the Common Property owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting such property. The Owners may, by a vote of 80% of the total voting power hereunder, agree to distribute the proceeds of any condemnation or taking by eminent domain, and if the Lot and Unit Owners shall not so agree such proceeds shall be added to the funds of the Association.

Section 12.7 - Subordination. Developer and the Association agree that their respective interests as provided for in this Declaration shall be and are subordinated to the lien, encumbrance and operation of any existing (as of the date hereof) mortgages encumbering any portion of the Total Property and any additional or replacement or subsequent mortgages obtained by Developer for the purpose of financing the construction of improvements to take place upon any portion of the Total Properties. While the provisions of this paragraph are self-operative, the Association nevertheless agrees to execute such instruments in recordable form as may be necessary or appropriate to evidence the foregoing subordination of its interests to any such mortgages and shall do so forthwith upon request of Developer.

Section 12.8 - Effect of PUD Restrictions and Other Documents Filed With City of Oviedo, Florida. The PUD Development Plan and Restrictions of Twin Rivers and other related documents which are on record in the offices of the City of Oviedo, Florida and other applicable governmental agencies, shall have the effect, and only the effect, described in the rules and regulations of said City. The PUD Development Plan and related documents constitute part of the public controls imposed by the City on developers, owners, residents and users of the property and shall not create nor be intended to create any private property or contract rights in the owners and permittees on the property, except as such rights may be created expressly by separate contracts, deeds and other documents including this Declaration.

Section 12.9 - FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 12.10 - Rules and Regulations. All Lot and Unit Owners shall comply with the rules and regulations adopted and amended from time to time by the Board of Directors. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration and shall relate to the overall development of the Property, and shall not in any way diminish the powers of self-government of the Association.

Section 12.11 - Legal Fees. Any and all legal fees, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed (by either general or special assessment) against and collectible from the Lot or Unit Owner against whom such action was taken and shall be a lien against such Owner's Lot or Unit in favor of the Association.

Section 12.12 - Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

Section 12.13 - Interpretation. The Board of Directors shall have the right to determine all questions arising in connection with this Declaration, and to construe and interpret its provisions and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Property as an integral portion of Twin Rivers.

Section 12.14 - Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors in the manner provided for in the Bylaws of the Association, unless the terms of this instrument provide otherwise.

Section 12.15 - Severability. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

Section 12.16 - Attorneys' Fees. Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

Section 12.17 - Withdrawal. Anything herein to the contrary notwithstanding, Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of The Properties from the provisions of this Declaration.

Section 12.18 - Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles shall take precedence over the Bylaws.

Section 12.19 - Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or affect of the balance of the Declaration which shall remain in full force and effect.

Section 12.20 - Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 12.21 - Effective Date. This Declaration shall become effective upon its recordation in the Seminole County Public Records.


Section 12.22 - Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida, both substantive and remedial.

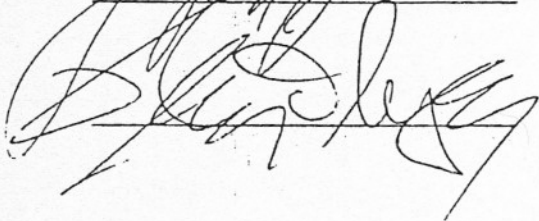
IN WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby make this Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Twin Rivers Development, and has caused this Declaration to be executed in its name, on the day and year first above written.


Signed, sealed and delivered in the presence of:

THE ANDEN GROUP OF FLORIDA, a Florida general partnership

BY: RORICK BUILDERS, INC. a Florida corporation General Partner






By: 
Richard A. Barber
Its President

(Corporate Seal)

-and-

BY: THE ANDEN GROUP, a California general partnership

BY: MIDEN CORPORATION, a California corporation General Partner



By: 
Robert McClellan
Its Vice President

(Corporate Seal)

SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 27th day of July, 1987, by Richard A. Barber as President of RORICK BUILDERS, INC., a Florida corporation, on behalf of the corporation, and for RORICK BUILDERS, INC., as General Partner of THE ANDEN GROUP OF FLORIDA, a Florida general partnership.

George N. Johnson
Notary Public
My Commission Expires: July 8, 1988
Notary Public, State of Florida
My Commission Expires July 8, 1988
Sealed for safe keeping, Seminole, Inc.
SEMINOLE COUNTY, FLORIDA

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me this 27th day of July, 1987, by Robert McClellan as Vice President of MIDEN CORPORATION, on behalf of the corporation, and for MIDEN CORPORATION, as General Partner of THE ANDEN GROUP OF FLORIDA, a Florida general partnership.

R. A. McClellan
Notary Public
My Commission Expires: 1/2/88

