

EXHIBIT "A"

WESTMOOR HOA, INC

1. Notice of Preservation of Declaration of Covenants, Conditions and Restrictions, dated September 26, 2012 and recorded at Official Records Book 10462, Page 5480, Public Records of Orange County, Florida on October 24, 2012.
2. Declaration of Covenants, Conditions and Restrictions, dated July 20, 1983 and recorded in Official Records Book 3401, Page 22, Public Records of Orange County, Florida on July 26, 1983 ("Phase I Declaration").
3. Amendment to Declaration of Covenants, Conditions and Restrictions, dated September 1, 1983 and recorded in Officials Records Book 3417, Page 1768, Public Records of Orange County, Florida on September 12, 1983 ("Phase I Declaration").
4. Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor, dated March 27, 1984 and recorded at Official Records Book 3489, Page 1536 of the Public Records of Orange County, Florida on March 30, 1984 ("Phase II Declaration").
5. Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor, Phase III, dated July 28, 1984 and recorded in Official Records Book 3535, Page 1156 of the Public Records of Orange County, Florida on July 27, 1984 ("Phase III Declaration").
6. Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-A, dated June 24, 1985 and recorded in Official Records Book 3661, Page 147 of the Public Records of Orange County, Florida on July 3, 1984 ("Phase IV-A Declaration").
7. Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-B, dated March 6, 1986 and recorded in Official Records Book 3762, Page 76, Public Records of Orange County, Florida on March 19, 1986 ("Phase IV-B Declaration").
8. Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-B, dated April 29, 1986 and recorded in Official Records Book 3781, Page 164, Public Records of Orange County, Florida on May 5, 1986 ("Phase IV-B Declaration").
9. Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-D, dated January 6, 1987 and recorded in Official Records Book 3859, Page 1780 of the Public Records of Orange County, Florida on February 5, 1987 ("Phase IV-D Declaration").
10. Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor, dated December 17, 1987 and recorded in Official Records Book 3944, Page 3457 of the Public Records of Orange County, Florida on December 21, 1987 ("Sherwood Heights Replat Declaration").

11. Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-C, dated February 29, 1988 and recorded in Official Records Book 3972, Page 3825 of the Public Records of Orange County, Florida on April 14, 1988 ("Phase IV-C Declaration").
12. Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-E, dated July 19, 1989 and recorded in Official Records Book 4107, Page 0744, Public Records of Orange County, Florida on August 17, 1989 ("Phase IV-E Declaration").
13. First Amendment to Supplementary Declaration of Covenants, Conditions and Restrictions for Westmoor, Phase IV-E, dated February 13, 1990 and recorded in Official Records Book 4157, Page 1981, Public Records of Orange County, Florida on February 14, 1990 ("Phase IV-E Declaration").
14. Articles of Incorporation of Westmoor Homeowners Association, Inc., dated September 9, 1983 and filed with the State on September 19, 1983.
15. By-Laws of Westmoor Homeowners Association, Inc. (unsized and undated copy).

Elizabeth A. Lanham-Patrie, Esq.
TAYLOR & CARLS, P.A.
150 N. Westmonte Dr.
Altamonte Springs, FL 32714
(407) 660-1040

DOCH 20120568871 B: 10462 P: 5480
10/24/2012 09:58:25 AM Page 1 of 8
Rec Fee: \$69.50
Martha O. Haynie, Comptroller
Orange County, FL
SA - Ret To: TAYLOR & CARLS PA



11. Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-E, recorded in Official Records Book 4107, Page 0744; and
12. First Amendment to Supplementary Declaration of Covenants, Conditions and Restrictions for Westmoor, Phase IV-E, recorded in Official Records Book 4157, Page 1981.

all of the Public Records of Orange County, Florida (hereinafter collectively referred to as the "Declaration").

The property affected by this Notice is described as:

1. Lots 1 thru 47, inclusive, and Tract "A", WESTMOOR, PHASE I, according to the Plat thereof, as recorded in Plat Book 12, Pages 79 and 80 of the Public Records of Orange County, Florida;
2. Lots 48 thru 88, inclusive, WESTMOOR, PHASE II, according to the Plat thereof, as recorded in Plat Book 13, Page 89 of the Public Records of Orange County, Florida;
3. Lots 89 thru 122, inclusive, WESTMOOR, PHASE III, according to the Plat thereof as recorded at Plat Book 14, Page 30 of the Public Records of Orange County, Florida;
4. Lots 123 thru 158, inclusive, and Tract "B", WESTMOOR, PHASE IV-A, according to the Plat thereof as recorded in Plat Book 15, pages 109 and 110, of the Public Records of Orange County, Florida;
5. Lots 159 thru 214, inclusive, WESTMOOR, PHASE IV-B, according to the Plat thereof as recorded in Plat Book 17, pages 34, 35, and 36, of the Public Records of Orange County, Florida;
6. Lots 287 thru 326, inclusive, WESTMOOR, PHASE IV-D, according to the Plat thereof as recorded in Plat Book 18, pages 147 and 148, of the Public Records of Orange County, Florida;
7. Lots 215 thru 261, inclusive, WESTMOOR, PHASE IV-C, according to the Plat thereof as recorded in Plat Book 21, pages 85 and 86, of the Public Records of Orange County, Florida;
8. Lots 262 thru 272, and Lots 280 thru 286, inclusive, WESTMOOR, PHASE IV-E, according to the Plat thereof as recorded in Plat Book 24, pages 38 and 39, of the Public Records of Orange County, Florida;

and the additional real property as is described on Composite Exhibit "A", which is attached hereto and incorporated herein by reference. This additional property was annexed to the Declaration pursuant to the Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor recorded at Official Records Book 3944, Page 3457 of the Public Records of Orange County, Florida.

The name and address of the homeowners' association filing this Notice on behalf of the Members is Westmoor Homeowners Association, Inc., a Florida not-for-profit corporation, c/o Preferred Community Management, Joe Frasca, LCAM, Post Office Box 4129, Winter Park, FL 32793-4129 (hereinafter "Association").

Attached hereto as Exhibit "B" is an Affidavit executed by the President of the Association affirming that the meeting's date, time, place and the Statement of Marketable Title Action required by Section 712.06(1)(b), Florida Statutes, was mailed to the Members at least seven (7) days prior to the Special Board of Directors Meeting, where the Board of Directors approved the preservation of the Declaration.

By their signatures below, the President and Secretary of the Association hereby certify that preservation of the Declaration was duly approved by at least two-thirds (2/3) of the members of the Board of Directors at a Special Board of Directors Meeting held on September 26, 2012.

EXECUTED at ORLANDO (city), Orange County, Florida, on this 26 day of SEPT., 2012.

WITNESSES:

WESTMOOR HOMEOWNERS
ASSOCIATION, INC.

By: Eric Soman
Print Name: ERICK SOMAN
President
Address: P.O. Box 4129 Winter Park, FL 32793

Attest: Ross Enfinger
Print Name: ROSS ENFINGER
Secretary
Address: PO Box 4129 Winter Park, FL 32793
(CORPORATE SEAL)

John N. Simpson
Print Name: JOHN N. SIMPSON

Margie A. Grandlund
Print Name: Margie A. Grandlund

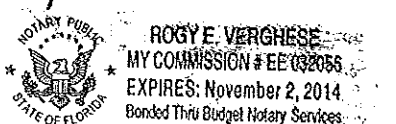
Ken Steele
Print Name: KEN STEELE

Joe Frasca
Print Name: JOE FRASCA

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING INSTRUMENT was acknowledged before me this 26 day of September, 2012, by ERICK SOMAN and ROSS ENFINGER, as the President and Secretary, respectively, of WESTMOOR HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who (check one) ☒ are personally known to me or ☐ produced _____ (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 26 day of September, 2012.



Rogye Verghese
Notary Public - State of Florida
Print Name: Rogye Verghese
Commission No.: _____
My Commission Expires: Nov 2, 2014

PARCEL 1:

Replattling a portion of Lots 1, 2, 3, and 5, of SHERWOOD HEIGHTS, as recorded in Plat Book "H", page 116, Public Records of Orange County, Florida.

From the Southwest corner of the Northwest 1/4 of Section 26, Township 22 South, Range 28 East, Orange County, Florida, run North 89°57'48" East along the South line of said Northwest 1/4 of Section 26, a distance of 15.00 feet to the point of beginning at the Southwest corner of Lot 5, of SHERWOOD HEIGHTS, as recorded in Plat Book "H", page 110, Public Records of Orange County, Florida, thence run North 00°00'37" East along the West line of said Lot 5, a distance of 150.38 feet; thence leaving said West line, run South 89°59'23" East 213.07 feet; thence South 89°57'49" East 86.93 feet; thence North 00°00'37" East 117.76 feet; thence North 11°19'13" East 50.99 feet, thence North 00°00'37" East 100.00 feet to the Southwest corner of Lot 303, Westmoor Phase IV-D, as recorded in Plat Book 18, pages 147 and 148, Public Records of Orange County, Florida. Thence run Easterly and Southerly along the boundary line of said Westmoor Phase IV-D the following courses: Run South 89°59'23" East 126.82 feet; thence South 77°15'52" East 52.45 feet; thence North 84°26'41" East 130.00 feet; thence South 09°20'19" East 66.28 feet; thence South 16°54'19" East 66.28 feet; thence South 24°28'19" East 66.28 feet; thence South 32°02'19" East 12.97 feet to the Northwest corner of Lot 197, Westmoor Phase IV-B, as recorded in Plat Book 17, pages 34, 35, and 36, Public Records of Orange County, Florida. Thence run Southerly and Westerly along the boundary line of said Westmoor Phase IV-B, the following courses: Run South 32°02'19" East 53.31 feet; thence South 39°24'44" East 66.29 feet; thence South 45°05'58" East 170.00 feet; thence South 30°23'12" East 57.31 feet; thence South 08°52'32" East 83.43 feet; thence South 00°01'50" East 300.00 feet; thence South 08°58'10" West 137.28 feet; thence North 60°57'00" West 52.32 feet; thence North 80°08'50" West 120.00 feet; thence South 27°52'51" West 51.43 feet; thence South 47°20'31" West 75.00 feet; thence South 75°03'20" West 84.72 feet. Thence South 89°57'49" West 451.98 feet to a point on the West line of Lot 1, of the aforesaid "SHERWOOD HEIGHTS" Subdivision, thence run North 00°02'11" West along said West line 499.79 feet to the point of beginning, containing 14.6439 acres more or less.

OR3944 PG3467

PARCEL 2:

Part of Lots 5, 6, 7, & 8, SHERWOOD HEIGHTS, as recorded in Plat Book "H", Page 116, Public Records of Orange County, Florida. Being described as follows:

From the Southwest corner of the Northwest 1/4 of Section 26, Township 22 South, Range 28 East, Orange County, Florida. Run North 89°57'48" East along the South line of said Northwest 1/4, a distance of 15.00 feet. Thence North 00°00'37" East parallel with the West line of said Section 26, a distance of 150.38 feet to the point of beginning; thence continue North 00°00'37" East 1006.37 feet thence North 89°58'43" East 359.82 feet to the Northwest corner of WESTMOOR PHASE IV-D, as recorded in Plat Book 18, Pages 147 & 148 Public Records of Orange County, Florida. Thence run Southerly along the Westerly line of said WESTMOOR PHASE IV-D the following courses: Thence South 27°48'47" East 70.45; thence South 12°55'31" West 307.20 feet; thence South 10°36'48" West 76.30 feet; thence South 00°00'37" West 300.00 feet to the Southwest corner of said WESTMOOR PHASE IV-D; thence leaving said Westerly line, continue South 00°00'37" West 100.00 feet; thence South 11°19'13" West 50.99 feet; thence South 00°00'37" West 119.76 feet; thence South 89°57'49" West 86.93 feet, thence North 89°59'23" West 213.07 feet to the point of beginning containing 7.5685 acres more or less.

OR3944 PG3468

PARCEL 3:

The West 145 feet of the following described property:

Begin at NE corner of SE 1/4 of SW 1/4 of Section 26, Township 22 S, Range 28 E, Orange County, Florida; run thence West to the NW corner of the SE 1/4 of the SW 1/4 of Section 26, Thence South to County Road, then Easterly along County Road to the East line of said SE 1/4 of SW 1/4 of Section 26, Township 22 S, Range 28 E; thence North to Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

From the Northwest corner of the SE 1/4 of the SW 1/4 of Section 26, Township 22 South, Range 28 East, Orange County, Florida, run North 89°48'00" East along the North line of said SE 1/4 of the SW 1/4 of Section 26 a distance of 20 feet to the East right-of-way line of Westmoor Bend; run thence South 00°01'50" East along the East right-of-way line 75 feet to the Point of Beginning; thence leaving said right-of-way, run North 89°48'00" East 125 feet; thence run South 00°01'50" East 101.39 feet; thence run North 82°27'36" West 104.20 feet to the point of curvature of a curve concave Northeasterly and having a radius of 25 feet, said point being on the aforesaid right-of-way line of Westmoor Bend; thence run Northwesterly along the arc of said curve 35.97 feet through a central angle of 82°25'52" to the point of tangency; thence run North 00°01'50" West 62.51 feet to the Point of Beginning.

OR3944 PG3469

RECORDED & INDEXED
James H. Lake
County Clerk, Orange Co., FL

EXHIBIT "B"

AFFIDAVIT OF ERICK SOMWARU

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority personally appeared **ERICK SOMWARU**, who, after first being duly sworn, deposes and says:

1. I am the President of Westmoor Homeowners Association, Inc. (the "Association"), and I have personal knowledge of the matters contained herein and know them to be true and correct.

2. That the Board of Directors Meeting was scheduled for **Wednesday, September 26, 2012, at 7:00 p.m.** That the Board of Directors of the Association caused a notice setting forth the date, time, place and the Statement of Marketable Title Action, which is set forth below, to be mailed to the Members of the Association not less than seven (7) days prior to the Board of Directors Meeting, at which the Board of Directors voted to preserve the Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 3401, Page 22 ("Phase I Declaration"); Amendment to Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 3417, Page 1768; Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor, recorded in Official Records Book 3489, Page 1536 ("Phase II Declaration"); Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor, Phase III, recorded in Official Records Book 3535, Page 1156; Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-A, recorded in Official Records Book 3661, Page 147; Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-B, recorded in Official Records Book 3762, Page 76; Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-B, recorded in Official Records Book 3781, Page 1641; Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-D, recorded in Official Records Book 3859, Page 1780; Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor, recorded in Official Records Book 3944, Page 3457; Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-C, recorded in Official Records Book 3972, Page 3825; Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-E, recorded in Official Records Book 4107, Page 0744; and First Amendment to Supplementary Declaration of Covenants, Conditions and Restrictions for Westmoor, Phase IV-E, recorded in Official Records Book 4157, Page 1981 all of the Public Records of Orange County, Florida (hereinafter collectively the "Declaration") burdening the property of the Members of the Association pursuant to Chapter 712, Florida Statutes.

STATEMENT OF MARKETABLE TITLE ACTION

The Westmoor Homeowners Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 3401, Page 22 ("Phase I Declaration"); Amendment to Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 3417, Page 1768; Supplemental

Declaration of Covenants, Conditions and Restrictions for Westmoor, recorded in Official Records Book 3489, Page 1536 ("Phase II Declaration"); Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor, Phase III, recorded in Official Records Book 3535, Page 1156; Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-A, recorded in Official Records Book 3661, Page 147; Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-B, recorded in Official Records Book 3762, Page 76; Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-B, recorded in Official Records Book 3781, Page 1641; Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-D, recorded in Official Records Book 3859, Page 1780; Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor, recorded in Official Records Book 3944, Page 3457; Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-C, recorded in Official Records Book 3972, Page 3825; Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor Phase IV-E, recorded in Official Records Book 4107, Page 0744; and First Amendment to Supplementary Declaration of Covenants, Conditions and Restrictions for Westmoor, Phase IV-E, recorded in Official Records Book 4157, Page 1981 all of the Public Records of Orange County, Florida (hereinafter collectively the "Declaration"), as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Orange County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

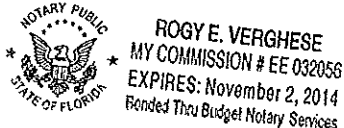
FURTHER AFFIANT SAYETH NAUGHT.

Erick Somwaru
Affiant, ERICK SOMWARU

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was sworn and subscribed before me this 26 day of September, 2012, by ERICK SOMWARU, as the President of Westmoor Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He [☒] is personally known to me or [☐] has produced _____ as identification.

(NOTARY SEAL)



Rogye Vergheze
NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Rogye Vergheze
Commission No.: _____
Commission Expires: Nov 2, 2014

Wsm001 MRTA Affidavit

1972468

ORANGE
CO., FL

JUL 26 8 14 AM '83

O.R. 3401 PG

22

29⁰⁰

See attached attached

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by MAGNOLIA SERVICE CORPORATION, hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Orange County, Florida, which is more particularly described as:

Lots 1 thru 47, inclusive, WESTMOOR, PHASE I,
according to the Plat thereof as recorded in
Plat Book 12, pages 79 and 80,
Public Records of Orange County, Florida;

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

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to WESTMOOR HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property heretofore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract "A", WESTMOOR, PHASE I, according to the Plat thereof as recorded in Plat Book 12, pages 79 and 80, Public Records of Orange County, Florida. Subject to a drainage easement over same dedicated to Orange County, Florida, on said Plat.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Magnolia Service Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II - PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of 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;

THIS INSTRUMENT WAS PREPARED BY:

JAMES C. ROBINSON

GILES, HEDRICK & ROBINSON

Attorneys and Counsellors at Law

109 East Church St., Suite 301 Orlando, Florida 32801

RETURN TO: GILES, HEDRICK & ROBINSON, P.A.

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

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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 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 and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1988.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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 Properties and for the improvement and maintenance of the Common Area.

Section 3. 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 Twenty and no/100 Dollars (120.00) 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 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 the annual assessment at an amount not in 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, 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 members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 per cent 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 property. In either event, the non-paying Owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor, if the court shall so determine. 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 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V. ARCHITECTURAL CONTROL.

No building, fence, wall or other structure shall be commenced, erected or

maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, 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 Declarant, its successors or assigns. In the event said Declarant, its successors or assigns, fails to approve or disapprove such design and location within thirty (30) days after said 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. At such time as Declarant is not the record owner of any Lot in the Properties, the rights and duties under this Article shall be assigned to the Board of Directors of the Association or to an architectural control committee composed of three (3) or more representatives appointed by the Board.

ARTICLE VI. ADDITIONS TO THE PROPERTIES

(a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; provided, however, additional land within the area described in O. R. Book 3378, page 320, Public Records of Orange County, Florida, and within the area described in O. R. Book 3380, page 1052, Public Records of Orange County, Florida, may be annexed by the Declarant without the consent of the members within five (5) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

(b) Under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the property as provided herein, the remaining land owned by Declarant, other than the Properties, shall in no way be affected or become subject to the Declaration.

(c) The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration; provided, however, that no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the additions to the Properties being added the right to use the Common Area, according to the terms and conditions as established hereunder.

ARTICLE VII. MAINTENANCE OF BUILDINGS AND GROUNDS.

All lots, whether improved or not, shall be maintained in a clean and orderly condition, free from overgrown weeds and from rubbish. In the event any lot is not so maintained, Declarant, its successors and/or assigns, shall have the right to enter upon said Lot, after giving the Owner ten (10) days' written notice of the violation, for the purpose of cutting and removing such overgrown weeds and rubbish. The expense thereof shall be charged to and paid by the Owner of such Lots. If not paid by said Owner within thirty (30) days after being provided with a written notice of such charge, the same shall become a lien upon such Lot until paid and may be collected by an action to foreclose said lien or by an action at law, at the discretion of the said Declarant, its successors and/or assigns. In either event, the non-paying Owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor, if the Court shall so determine. In the event an Owner of any Lot in the Properties shall fail to maintain the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association or the Architectural Control Committee appointed by the Board of Directors, the Association after approval of two-thirds (2/3) vote of the Board of Directors, and after giving the Owner ten (10) days' written notice, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the exterior of the buildings and any other improvements erected thereon. The entry on such Lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII - GENERAL RESTRICTIONS

Section 1. Land Use and Building Type: All lots in said subdivision shall be known, described and used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, a private enclosed garage for at least one automobile, and a storage room or tool room attached to the dwelling or to the garage. Additionally, no garage or accessory building may be constructed prior to the construction of the main residence dwelling.

Section 2. Garages and Driveways: No open carport may be constructed and all residences must contain a garage. The inside dimensions of the garage shall be a minimum of 13 feet in width and 20 feet in length. Garage doors shall be made of fiberglass, wood or steel. Each garage shall have a service door to the outside in addition to the main garage door or doors. Garages shall be maintained as garages and shall not be converted to other uses. All dwellings shall have a paved driveway of concrete construction of at least 10 feet in width at the entrance to the garage.

Section 3. Dwelling Size: All residences to be constructed shall have a minimum of 1,100 square feet of living area. The living area is defined as that portion of the residence which has finished walls, ceilings and floors, which is insulated, and which is heated and air-conditioned by a central system. An air-conditioning system is optional; provided, however, that if this option is exercised, said air conditioning shall be by a central system. The floor space within the garage, breezeway, porch or unfinished storage area or utility room shall not be included within the living area for purposes of determining the minimum required area.

Section 4. Building Materials: The front of all residences, and in the case of corner lots the front and side of the residence facing the street, shall be constructed of brick, stucco, native stone, wood or other finished materials.

Section 5. Building Location: The principal residence building shall not be located nearer than 25 feet from the front property line, 7 1/2 feet from the side property line, nor 30 feet from the rear property line. In the case of corner lots, the side setback adjacent to the side street shall be a minimum of 15 feet.

Section 6. Signs: No sign of any kind shall be displayed to public view on any lot except one temporary sign of not more than 5 square feet in area advertising the property for sale or rent, or signs of like size used by builders to advertise the property during construction. No commercial flags, pennants or other such devices shall be allowed; provided, however, that this restriction shall not be applicable to Declarant or its successors or assigns.

Section 7. Fences: No fence or wall shall be constructed, erected or maintained on or around any portion of a lot that is within the minimum front building setback line, nor, in any event, any closer to the front line than a line paralleling the front building wall of the residence dwelling where a dwelling is set back from the front line a greater distance than the required minimum set back. This prohibition shall not apply to any subdivision perimeter wall or fence. Within the other portions of the lot, no fence or wall shall be erected which is greater than 6 feet in height. No material shall be used for any fence or wall other than chain link, redwood, or other solid wood, brick or stone. No exposed concrete block shall be used. Any subdivision perimeter wall or fence that may be built shall not be removed, altered or damaged in any manner and must be maintained against physical damage by the owner or owners of lots on which said wall is located.

Section 8. Animals: No animals, fowl or reptiles shall be kept on or in lots except for caged birds kept as pets and domestic dogs and cats; provided that such dogs and cats shall not be allowed off the premises of owner's site except on a leash. In no event shall such pets be kept, bred, or maintained for any commercial purpose.

Section 9. Temporary Structures: No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or other such building shall be placed upon the lots at any time; provided, however, that this prohibition

shall not apply to shelters used by the contractors or Declarant during the construction of the main dwelling houses, it being clearly understood that these temporary shelters may not, at any time, be used as residences or permitted to remain on the lots after the completion of the construction.

Section 10. Garbage and Trash Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other rubbish shall be kept in sanitary containers and, except during pick up if required to be placed at the curb, all garbage containers shall be either completely recessed in the ground or located within a structural enclosure of at least 36 inches in height.

Section 11. Mechanical Features: All exterior pumps, motors, air conditioning compressors, storage tanks and other mechanical features shall be screened from view either by a decorative structure 36 inches in height or mature landscaping materials capable of obstructing the view from the street.

Section 12. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with the construction or use of utilities in said easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 13. Offensive Activity: No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plans or animals, or device of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

Section 14. Vehicles and Repair: The parking of commercial vehicles, which description shall include but not be limited to trucks, truck-tractors, semi-trailers and commercial trailers, as well as the parking of any travel or recreational trailer, including self-propelled motor homes and including boats, at any time on driveways or on the public street or streets of said subdivision, is prohibited except for loading and unloading purposes. Boats and/or boat trailers shall be parked either within an enclosed fence or structure in an area to the rear of a line parallel to the front wall of the dwelling. Recreational vehicles shall not be visible from the street or streets within the subdivision and shall be parked in accordance with the Orange County Zoning Regulations. There will be no parking of other vehicles on any area of the lot except areas paved for that purpose. There shall be no major repair performed on any motor vehicle on or adjacent to any lot in the subdivision or on the public street or streets of said subdivision.

Section 15. Sod: The front, side and rear yards of all lots in the subdivision shall be sodded excepting only paved areas, patios, shrubbery and flower beds.

Section 16. Sidewalks and Driveways: Sidewalks and driveways shall be installed by the lot owners in accordance with the requirements and specifications of Orange County, Florida.

ARTICLE IX - GENERAL PROVISIONS

Section 1. Term: These covenants shall remain in full force and run with the land and bind the land for a term of twenty (20) years from the date this instrument is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment: So long as Declarant owns one or more lots in this subdivision, Declarant may change these restrictions in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Orange County, Florida. Thereafter this Declaration may be amended during the first twenty year period by an instrument signed by not less than ninety per cent of the lot owners, and thereafter by an instrument signed by not less than seventy-five per cent of the Lot Owners. Any amendment must be in writing.

Section 3. Enforcement: The Declarant, so long as it owns one or more Lots in the Properties; the Association; or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants or reservations of this Declaration and any amendment thereto. It is expressly understood and agreed that all costs, including reasonable attorneys' fees incurred by the moving party in any legal proceedings which result in the successful enforcement of any covenant or restriction contained herein shall be borne in full by the defendant in such proceeding. Failure by the Declarant, the Association, or any Owner to enforce any covenant 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, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 5. 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this instrument and affixed its corporate seal thereto on this the 20 day of July, 1983.

Signed, sealed and delivered in the presence of:

Carolyn M. Hall

Gloria A. Chambliss

MAGNOLIA SERVICE CORPORATION

By Donald R. Greer (SEAL)
Donald R. Greer, President

Attest: Jackie C. Wright
Jackie C. Wright, Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DONALD R. GREER and JACKIE C. WRIGHT, well known to me to be the President and Secretary, respectively, of Magnolia Service Corporation, a Florida corporation, and they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of July, 1983.

Gloria A. Chambliss
Notary Public, State of Florida at Large

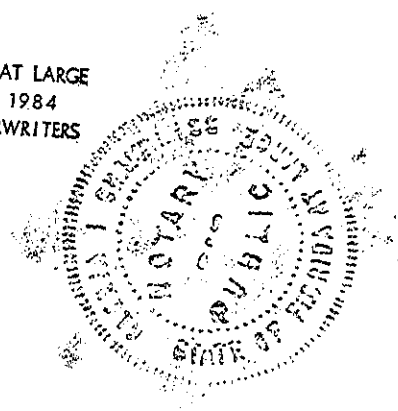
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 14 1984
BONDED THRU GENERAL INS. UNDERWRITERS

RECORDED & RECORD VERIFIED

Thomas H. Locher

County Comptroller, Orange Co., Fla.



1997362

ORANGE
CO., FL

SEP 12 7 11 AM '83

O.R. 3417 PG 1768

902

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

THIS AMENDMENT made on this 1st day of September, 1983,
by MAGNOLIA SERVICE CORPORATION, a Florida corporation, hereinafter referred
to as Declarant,

WITNESSETH, That

WHEREAS, Declarant is the developer of certain real property in
Orange County, Florida, more particularly described as follows:

Lots 1 thru 47, inclusive, WESTMOOR, PHASE I,
according to the Plat thereof as recorded in
Plat Book 12, pages 79 and 80, Public Records
of Orange County, Florida; and,

WHEREAS, the said property was made subject to certain conditions
and restrictions by virtue of that certain Declaration of Covenants, Conditions
and Restrictions dated July 20, 1983, and recorded July 26, 1983, in O. R.
Book 3401, page 22, Public Records of Orange County, Florida, hereinafter
referred to as the "Declaration"; and,

WHEREAS, Declarant is the owner of all of the above described property
and wishes to amend the Declaration to clarify the manner in which Additions
shall be made to the Properties;

NOW, THEREFORE, in consideration of the premises hereof and other
good and valuable consideration, the receipt and sufficiency of which is
hereby acknowledged, the Declarant hereby amends the Declaration as follows:

1. Paragraph (a) of ARTICLE VI (ADDITIONS TO THE PROPERTIES) which
presently reads as follows:

"(a) Additional residential property and Common Area may be annexed
to the Properties with the consent of two-thirds (2/3) of each class of members;
provided, however, additional land within the area described in O. R. Book 3378,
page 320, Public Records of Orange County, Florida, and within the area described
in O. R. Book 3380, page 1052, Public Records of Orange County, Florida, may be
annexed by the Declarant without the consent of the members within five (5)
years of the date of this instrument provided that the FHA and VA determine
that the annexation is in accord with the general plan heretofore approved by
them."

is hereby deleted in its entirety and in place, stead and lieu thereof is inserted
a new paragraph which reads as follows, to-wit:

"(a) Additional residential property and Common Area may be annexed
to the Properties with the consent of two-thirds (2/3) of each class of members;
provided, however, additional land within the area described in O. R. Book 3378,
page 320, Public Records of Orange County, Florida, and within the area described
in O. R. Book 3380, page 1052, Public Records of Orange County, Florida, and
additional residential property and Common Area contiguous to the lands described
in said O. R. Book 3378, page 320, and O. R. Book 3380, page 1052, if said
contiguous lands are hereafter acquired by Declarant, may be annexed by the
Declarant without the consent of the members within five (5) years of the date
of this instrument provided that the FHA or VA determine that the annexation is
in accord with the general plan heretofore approved by them."

2. Nothing contained herein shall be construed to affect in any way
the Declaration as recorded except as provided herein.

3. This Amendment to the Declaration shall be binding upon and shall

RETURN TO: GILES,
HEDRICK & ROBINSON, P.A.

THIS INSTRUMENT WAS PREPARED BY:

JAMES C. ROBINSON

GILES, HEDRICK & ROBINSON

Attorneys and Counsellors at Law

109 East Church St., Suite 301, Orlando, FL 32801

inure to the benefit of the successors and assigns of the Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this instrument and affixed its corporate seal thereto on this the 1st day of September, 1983.

Signed, sealed and delivered in the presence of:

Betty J. Glass
Gloria J. Chambliss

MAGNOLIA SERVICE CORPORATION

By [Signature] (SEAL)
Donald R. Greer, President

Attest: [Signature]
Jackie C. Wright, Secretary

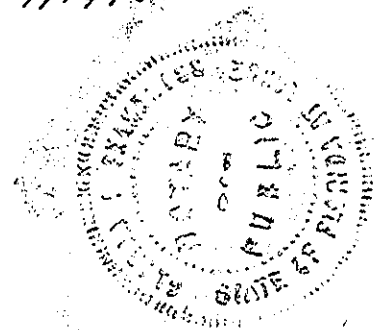
STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DONALD R. GREER and JACKIE C. WRIGHT, well known to me to be the President and Secretary, respectively, of Magnolia Service Corporation, a Florida corporation, and they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of September, 1983.

Gloria J. Chambliss
Notary Public, State of Florida at Large

My Commission expires: 4/14/84



RECORDED & RECORD VERIFIED

Thomas A. Lehen

County Comptroller, Orange Co., Fla

RECEIVED
APR 5 1984

2101787 ORANGE
CO., FL

MAR 30 11 45 AM '84

O.R. 3489 PG 1536

3700
p/s

Magnolia Service Corporation SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WESTMOOR

KNOW ALL MEN BY THESE PRESENTS, That this Supplemental Declaration of Covenants, Conditions and Restrictions (Supplemental Declaration), made and entered into this 27th day of March, 1984, by MAGNOLIA SERVICE CORPORATION, a Florida corporation, hereinafter referred to as Declarant,

WITNESSETH, That

WHEREAS, Declarant is the owner of the following described property,

Lots 48 thru 88, inclusive, WESTMOOR, PHASE II, according to the Plat thereof as recorded in Plat Book 13, page 89, Public Records of Orange County, Florida; and

WHEREAS, pursuant to Article VI of that certain Declaration of Covenants, Conditions and Restrictions dated July 20, 1983, and recorded in O. R. Book 3401, Page 22, Public Records of Orange County, Florida, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions, dated September 1, 1983, and recorded in O. R. Book 3417, page 1768, Public Records of Orange County, Florida (hereinafter collectively referred to as the Original Declaration), Declarant agrees to annex WESTMOOR, PHASE II, to the property described in the Original Declaration; and,

WHEREAS, the annexation of WESTMOOR, PHASE II, will expand the scheme of the covenants and conditions of the Original Declaration to include WESTMOOR, PHASE II; and,

WHEREAS, the Owners of lots within WESTMOOR, PHASE II, shall be entitled to the use and enjoyment of all Common Areas defined in the Original Declaration and shall be required to pay their proportionate share of assessments for the privilege of such use; and,

WHEREAS, this Supplemental Declaration may contain complementary additions and modifications of the covenants and conditions contained in the Original Declaration; provided, however, that nothing in this Supplemental Declaration shall be construed to limit, diminish or revoke the rights of Owners under the Original Declaration, except to grant to the Owners under this Supplemental Declaration the right to use the Common Areas and the right to proportionately change the voting rights and assessments as hereinafter provided; and,

WHEREAS, WESTMOOR, PHASE II shall become subject to the jurisdiction of the WESTMOOR HOMEOWNERS ASSOCIATION, INC. and each Owner of a lot in WESTMOOR, PHASE II, shall become a member of said Association in the same manner and under the same conditions as set forth in the Original Declaration.

NOW, THEREFORE, Declarant agrees that WESTMOOR, PHASE II, shall be (a) added to the property described in the Original Declaration; and (b) held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to WESTMOOR HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property heretofore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract "A", WESTMOOR, PHASE I, according to the Plat thereof as recorded in Plat Book 12, pages 79 and 80, Public Records of Orange County, Florida. Subject to a drainage easement over same dedicated to Orange County, Florida, on said Plat.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Magnolia Service Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II - PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of 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 dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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 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 and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1988.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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 Properties and for the improvement and maintenance of the Common Area.

Section 3. 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 Twenty and no/100 Dollars (120.00) 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 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 the annual assessment at an amount not in 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, 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 members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent 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 property. In either event, the non-paying Owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor, if the court shall so determine. 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 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall

any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, 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 Declarant, its successors or assigns. In the event said Declarant, its successors or assigns, fails to approve or disapprove such design and location within thirty (30) days after said 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. At such time as Declarant is not the record owner of any Lot in the Properties, the rights and duties under this Article shall be assigned to the Board of Directors of the Association or to an architectural control committee composed of three (3) or more representatives appointed by the Board.

ARTICLE VI - ADDITIONS TO THE PROPERTIES

(a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; provided, however, additional land within the area described in O. R. Book 3378, Page 320, Public Records of Orange County, Florida, and within the area described in O. R. Book 3380, Page 1052, Public Records of Orange County, Florida, and additional residential property and Common Area contiguous to the land described in said O. R. Book 3378, Page 320, and O. R. Book 3380, Page 1052, if said contiguous lands are hereafter acquired by Declarant, may be annexed by the Declarant without the consent of the members within five (5) years of the date of this instrument provided that the FHA or VA determine that the annexation is in accord with the general plan heretofore approved by them.

(b) Under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the property as provided herein, the remaining land owned by Declarant, other than the Properties, shall in no way be affected or become subject to the Declaration.

(c) The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Properties and as are not inconsistent with the scheme of this Declaration; provided, however, that no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the additions to the Properties being added the right to use the Common Area, according to the terms and conditions as established hereunder.

ARTICLE VII - MAINTENANCE OF BUILDINGS AND GROUNDS

All lots, whether improved or not, shall be maintained in a clean and orderly condition, free from overgrown weeds and from rubbish. In the event any lot is not so maintained Declarant, its successors and/or assigns, shall have the right to enter upon said Lot, after giving the Owner ten (10) days' written notice of the violation, for the purpose of cutting and removing such overgrown weeds and rubbish. The expense thereof shall be charged to and paid by the Owner of such Lots. If not paid by said Owner within thirty (30) days after being provided

with a written notice of such charge, the same shall become a lien upon such Lot until paid and may be collected by an action to foreclose said lien or by an action at law, at the discretion of the said Declarant, its successors and/or assigns. In either event, the non-paying Owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor, if the Court shall so determined. In the event an Owner of any Lot in the Properties shall fail to maintain the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association or the Architectural Control Committee appointed by the Board of Directors, the Association after approval of two-thirds (2/3) vote of the Board of Directors, and after giving the Owner ten (10) days' written notice, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the exterior of the buildings and any other improvements erected thereon. The entry on such Lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII - GENERAL RESTRICTIONS

Section 1. Land Use and Building Type. All lots in said subdivision shall be known, described and used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed thirty-five feet (35') in height, a private enclosed garage for at least one automobile, and a storage room or tool room attached to the dwelling or to the garage. Additionally, no garage or accessory building may be constructed prior to the construction of the main residence dwelling.

Section 2. Garages and Driveways. No open carport may be constructed and all residences must contain a garage. The inside dimensions of the garage shall be a minimum of 13 feet in width and 20 feet in length. Garage doors shall be made of fiberglass, wood or steel. Each garage shall have a service door to the outside in addition to the main garage door or doors. Garages shall be maintained as garages and shall not be converted to other uses. All dwellings shall have a paved driveway of concrete construction of at least 10 feet in width at the entrance to the garage.

Section 3. Dwelling Size. All residences to be constructed shall have a minimum of 1,100 square feet of living area. The living area is defined as that portion of the residence which has finished walls, ceilings and floors, which is insulated, and which is heated and air-conditioned by a central system. An air-conditioning system is optional; provided, however, that if this option is exercised, said air conditioning shall be by a central system. The floor space within the garage, breezeway, porch or unfinished storage area or utility room shall not be included within the living area for purposes of determining the minimum required area.

Section 4. Building Materials. The front of all residences, and in the case of corner lots the front and side of the residence facing the street, shall be constructed of brick, stucco, native stone, wood or other finished materials.

Section 5. Building Location. The principal residence building shall not be located nearer than 25 feet from the front property line, 7 1/2 feet from the side property line, nor 30 feet from the rear property line. In the case of corner lots, the side setback adjacent to the side street shall be a minimum of 15 feet.

Section 6. Signs. No sign of any kind shall be displayed to public view on any lot except one temporary sign of not more than 5 square feet in area advertising the property for sale or rent, or signs of like size used by builders to advertise the property during construction. No commercial flags, pennants or other such devices shall be allowed; provided, however, that this restriction shall not be applicable to Declarant or its successors or assigns.

Section 7. Fences. No fence or wall shall be constructed, erected or maintained on or around any portion of a lot that is within the minimum front building setback line, nor, in any event, any closer to the front line than a line paralleling the front building wall of the residence dwelling where a dwelling is set back from the front line a greater distance than the required minimum set back. This prohibition shall not apply to any subdivision perimeter wall or fence. Within the other portions of the lot, no fence or wall shall be erected which is greater than 6 feet in height. No material shall be used for any fence or wall other than chain link, redwood, or other solid wood, brick or stone. No exposed concrete block shall be used. Any subdivision perimeter wall or fence that may be built shall not be removed, altered or damaged in any manner and must be maintained against physical damage by the owner or owners of lots on which said Wall is located.

Section 8. Animals. No animals, fowl or reptiles shall be kept on or in lots except for caged birds kept as pets and domestic dogs and cats; provided that such dogs and cats shall not be allowed off the premises of owner's site except on a leash. In no event shall such pets be kept, bred, or maintained for any commercial purpose.

Section 9. Temporary Structures. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or other such building shall be placed upon the lots at any time; provided, however, that this prohibition shall not apply to shelters used by the contractors or Declarant during the construction of the main dwelling houses, it being clearly understood that these temporary shelters may not, at any time, be used as residences or permitted to remain on the lots after the completion of the construction.

Section 10. Garbage and Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other rubbish shall be kept in sanitary containers and, except during pick up if required to be placed at the curb, all garbage containers shall be either completely recessed in the ground or located within a structural enclosure of at least 36 inches in height.

Section 11. Mechanical Features. All exterior pumps, motors, air conditioning compressors, storage tanks and other mechanical features shall be screened from view either by a decorative structure 36 inches in height or mature landscaping materials capable of obstructing the view from the street.

Section 12. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with the construction or use of utilities in said easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 13. Offensive Activity. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plans or animals, or device of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

Section 14. Vehicles and Repair. The parking of commercial vehicles, which description shall include but not be limited to trucks, truck-tractors, semi-trailers and commercial trailers, as well as the parking of any travel or recreational trailer, including self-propelled motor homes and including boats, at any time on driveways or on the public street or streets of said subdivision, is prohibited except for loading and unloading purposes. Boats and/or boat trailers shall be parked either within an enclosed fence or structure in an area to the rear of a line parallel to the front wall of the dwelling. Recreational vehicles shall not be visible from the street or streets within the subdivision and shall be parked in accordance with the Orange County Zoning Regulations. There will be no parking of other vehicles on any area of the lot except areas paved for that purpose. There shall be no major repairs performed on any motor vehicle on or adjacent to any lot in the subdivision or on the public street or streets of said subdivision.

Section 15. Sod. The front, side and rear yards of all lots in the subdivision shall be sodded excepting only paved areas, patios, shrubbery and flower beds.

Section 16. Sidewalks and Driveways. Sidewalks and driveways shall be installed by the lot owners in accordance with the requirements and specifications of Orange County, Florida.

ARTICLE IX - GENERAL PROVISIONS

Section 1. Term. These covenants shall remain in full force and run with the land and bind the land for a term of twenty (20) years from the date this instrument is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. So long as Declarant owns one or more lots in this subdivision, Declarant may change these restrictions in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Orange County, Florida. Thereafter this Declaration may be amended during the first twenty year period by an instrument signed by not less than ninety percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent of the Lot Owners. Any amendment must be in writing.

Section 3. Enforcement. The Declarant, so long as it owns one or more Lots in the Properties, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants or reservations of this Declaration and any amendment thereto. It is expressly understood and agreed that all costs, including reasonable attorney's fees incurred by the moving party in any legal proceedings which result in the successful enforcement of any covenant or restriction contained herein shall be borne in full by the defendant in such proceeding. Failure by the Declarant, the Association, or any Owner to enforce any covenant 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, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 5. 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this instrument and affixed its corporate seal thereto on this 27th day of March, 1984.

Signed, sealed and delivered in the presence of:

MAGNOLIA SERVICE CORPORATION

Theresa L. Casserly

By:

Donald R. Greer, President

Betty J. Blass

ATTEST:

Jackie C. Wright, Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared DONALD R. GREER and JACKIE C. WRIGHT, well known to me to be the President and Secretary, respectively of Magnolia Service Corporation, a Florida corporation, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of March, 1984.

Betty J. Blass
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV 27, 1987
BONDED THRU GENERAL INS. UND.

09:16 S 9AM

RECORDED & RECORD VERIFIED

Thomas H. Lister
County Comptroller, Orange Co., FL

Return: Magnolia Service Corp
P.O. Box 2249
Orlando, FL 32802

2166573

ORANGE
CO., FL

JUL 27 10 07 AM '84

O.R. 3535 PG 1156

SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WESTMOOR, PHASE III

37⁰⁰/₁₀₀

KNOW ALL MEN BY THESE PRESENTS, That this Supplemental Declaration of Covenants, Conditions and Restrictions (Supplemental Declaration), made and entered into this 27th day of JULY, 1984, by MAGNOLIA SERVICE CORPORATION, a Florida corporation, hereinafter referred to as Declarant,

WITNESSETH, That

WHEREAS, Declarant is the owner of the following described property,

Lots 89 thru 122, inclusive, WESTMOOR, PHASE III, according to the Plat thereof as recorded in Plat Book 14, page 30, Public Records of Orange County, Florida; and

WHEREAS, pursuant to Article VI of that certain Declaration of Covenants, Conditions and Restrictions dated July 20, 1983, and recorded in O. R. Book 3401, Page 22, Public Records of Orange County, Florida, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions, dated September 1, 1983, and recorded in O. R. Book 3417, page 1768, Public Records of Orange County, Florida (hereinafter collectively referred to as the Original Declaration), Declarant agrees to annex WESTMOOR, PHASE III, to the property described in the Original Declaration; and,

WHEREAS, the annexation of WESTMOOR, PHASE III, will expand the scheme of the covenants and conditions of the Original Declaration to include WESTMOOR, PHASE III; and,

WHEREAS, the Owners of lots within WESTMOOR, PHASE III, shall be entitled to the use and enjoyment of all Common Areas defined in the Original Declaration and any additions thereto and shall be required to pay their proportionate share of assessments for the privilege of such use; and,

WHEREAS, this Supplemental Declaration may contain complementary additions and modifications of the covenants and conditions contained in the Original Declaration; provided, however, that nothing in this Supplemental Declaration shall be construed to limit, diminish or revoke the rights of Owners under the Original Declaration, except to grant to the Owners under this Supplemental Declaration the right to use the Common Areas and the right to proportionately change the voting rights and assessments as hereinafter provided; and,

WHEREAS, WESTMOOR, PHASE III shall become subject to the jurisdiction of the WESTMOOR HOMEOWNERS ASSOCIATION, INC. and each Owner of a lot in WESTMOOR, PHASE III, shall become a member of said Association in the same manner and under the same conditions as set forth in the Original Declaration.

NOW, THEREFORE, Declarant agrees that WESTMOOR, PHASE III, shall be (a) added to the property described in the Original Declaration; and (b) held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to WESTMOOR HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

THIS INSTRUMENT WAS PREPARED BY:

JAMES C. ROBINSON

GILES, HEDRICK & ROBINSON

Attorneys and Counsellors at Law

109 East Church St., Suite 301 Orlando, Florida 32801

Return to: Magnolia Service Corp.
303 Magnolia Ave
Orlando, FL 32801

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property heretofore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract "A", WESTMOOR, PHASE I, according to the Plat thereof as recorded in Plat Book 12, pages 79 and 80, Public Records of Orange County, Florida. Subject to a drainage easement over same dedicated to Orange County, Florida, on said Plat.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Magnolia Service Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II - PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of 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 dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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 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 and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1988.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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 Properties and for the improvement and maintenance of the Common Area.

Section 3. 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 Twenty and no/100 Dollars (120.00) 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 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 the annual assessment at an amount not in 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, 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 members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent 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 property. In either event, the non-paying Owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor, if the court shall so determine. 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 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall

any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, 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 Declarant, its successors or assigns. In the event said Declarant, its successors or assigns, fails to approve or disapprove such design and location within thirty (30) days after said 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. At such time as Declarant is not the record owner of any Lot in the Properties, the rights and duties under this Article shall be assigned to the Board of Directors of the Association or to an architectural control committee composed of three (3) or more representatives appointed by the Board.

ARTICLE VI - ADDITIONS TO THE PROPERTIES

(a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; provided, however, additional land within the area described in O. R. Book 3378, Page 320, Public Records of Orange County, Florida, and within the area described in O. R. Book 3380, Page 1052, Public Records of Orange County, Florida, and additional residential property and Common Area contiguous to the land described in said O. R. Book 3378, Page 320, and O. R. Book 3380, Page 1052, if said contiguous lands are hereafter acquired by Declarant, may be annexed by the Declarant without the consent of the members within five (5) years of the date of this instrument provided that the FHA or VA determine that the annexation is in accord with the general plan heretofore approved by them.

(b) Under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the property as provided herein, the remaining land owned by Declarant, other than the Properties, shall in no way be affected or become subject to the Declaration.

(c) The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Properties and as are not inconsistent with the scheme of this Declaration; provided, however, that no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the additions to the Properties being added the right to use the Common Area, according to the terms and conditions as established hereunder.

ARTICLE VII - MAINTENANCE OF BUILDINGS AND GROUNDS

All lots, whether improved or not, shall be maintained in a clean and orderly condition, free from overgrown weeds and from rubbish. In the event any lot is not so maintained Declarant, its successors and/or assigns, shall have the right to enter upon said Lot, after giving the Owner ten (10) days' written notice of the violation, for the purpose of cutting and removing such overgrown weeds and rubbish. The expense thereof shall be charged to and paid by the Owner of such Lots. If not paid by said Owner within thirty (30) days after being provided

with a written notice of such charge, the same shall become a lien upon such Lot until paid and may be collected by an action to foreclose said lien or by an action at law, at the discretion of the said Declarant, its successors and/or assigns. In either event, the non-paying Owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor, if the Court shall so determine. In the event an Owner of any Lot in the Properties shall fail to maintain the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association or the Architectural Control Committee appointed by the Board of Directors, the Association after approval of two-thirds (2/3) vote of the Board of Directors, and after giving the Owner ten (10) days' written notice, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the exterior of the buildings and any other improvements erected thereon. The entry on such Lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII - GENERAL RESTRICTIONS

Section 1. Land Use and Building Type. All lots in said subdivision shall be known, described and used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed thirty-five feet (35') in height, a private enclosed garage for at least one automobile, and a storage room or tool room attached to the dwelling or to the garage. Additionally, no garage or accessory building may be constructed prior to the construction of the main residence dwelling.

Section 2. Garages and Driveways. No open carport may be constructed and all residences must contain a garage. The inside dimensions of the garage shall be a minimum of 13 feet in width and 20 feet in length. Garage doors shall be made of fiberglass, wood or steel. Each garage shall have a service door to the outside in addition to the main garage door or doors. Garages shall be maintained as garages and shall not be converted to other uses. All dwellings shall have a paved driveway of concrete construction of at least 10 feet in width at the entrance to the garage.

Section 3. Dwelling Size. All residences to be constructed shall have a minimum of 1,100 square feet of living area. The living area is defined as that portion of the residence which has finished walls, ceilings and floors, which is insulated, and which is heated and air-conditioned by a central system. An air-conditioning system is optional; provided, however, that if this option is exercised, said air conditioning shall be by a central system. The floor space within the garage, breezeway, porch or unfinished storage area or utility room shall not be included within the living area for purposes of determining the minimum required area.

Section 4. Building Materials. The front of all residences, and in the case of corner lots the front and side of the residence facing the street, shall be constructed of brick, stucco, native stone, wood or other finished materials.

Section 5. Building Location. The principal residence building shall not be located nearer than 25 feet from the front property line, 7 1/2 feet from the side property line, nor 30 feet from the rear property line. In the case of corner lots, the side setback adjacent to the side street shall be a minimum of 15 feet.

Section 6. Signs. No sign of any kind shall be displayed to public view on any lot except one temporary sign of not more than 5 square feet in area advertising the property for sale or rent, or signs of like size used by builders to advertise the property during construction. No commercial flags, pennants or other such devices shall be allowed; provided, however, that this restriction shall not be applicable to Declarant or its successors or assigns.

Section 7. Fences. No fence or wall shall be constructed, erected or maintained on or around any portion of a lot that is within the minimum front building setback line, nor, in any event, any closer to the front line than a line paralleling the front building wall of the residence dwelling where a dwelling is set back from the front line a greater distance than the required minimum set back. This prohibition shall not apply to any subdivision perimeter wall or fence. Within the other portions of the lot, no fence or wall shall be erected which is greater than 6 feet in height. No material shall be used for any fence or wall other than chain link, redwood, or other solid wood, brick or stone. No exposed concrete block shall be used. Any subdivision perimeter wall or fence that may be built shall not be removed, altered or damaged in any manner and must be maintained against physical damage by the owner or owners of lots on which said Wall is located.

Section 8. Animals. No animals, fowl or reptiles shall be kept on or in lots except for caged birds kept as pets and domestic dogs and cats; provided that such dogs and cats shall not be allowed off the premises of owner's site except on a leash. In no event shall such pets be kept, bred, or maintained for any commercial purpose.

Section 9. Temporary Structures. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or other such building shall be placed upon the lots at any time; provided, however, that this prohibition shall not apply to shelters used by the contractors or Declarant during the construction of the main dwelling houses, it being clearly understood that these temporary shelters may not, at any time, be used as residences or permitted to remain on the lots after the completion of the construction.

Section 10. Garbage and Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other rubbish shall be kept in sanitary containers and, except during pick up if required to be placed at the curb, all garbage containers shall be either completely recessed in the ground or located within a structural enclosure of at least 36 inches in height.

Section 11. Mechanical Features. All exterior pumps, motors, air conditioning compressors, storage tanks and other mechanical features shall be screened from view either by a decorative structure 36 inches in height or mature landscaping materials capable of obstructing the view from the street.

Section 12. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on that recorded plat. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with the construction or use of utilities in said easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 13. Offensive Activity. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plans or animals, or device of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

Section 14. Vehicles and Repair. The parking of commercial vehicles, which description shall include but not be limited to trucks, truck-tractors, semi-trailers and commercial trailers, as well as the parking of any travel or recreational trailer, including self-propelled motor homes and including boats, at any time on driveways or on the public street or streets of said subdivision, is prohibited except for loading and unloading purposes. Boats and/or boat trailers shall be parked either within an enclosed fence or structure in an area to the rear of a line parallel to the front wall of the dwelling. Recreational vehicles shall not be visible from the street or streets within the subdivision and shall be parked in accordance with the Orange County Zoning Regulations. There will be no parking of other vehicles on any area of the lot except areas paved for that purpose. There shall be no major repairs performed on any motor vehicle on or adjacent to any lot in the subdivision or on the public street or streets of said subdivision.

Section 15. Sod. The front, side and rear yards of all lots in the subdivision shall be sodded excepting only paved areas, patios, shrubbery and flower beds.

Section 16. Sidewalks and Driveways. Sidewalks and driveways shall be installed by the lot owners in accordance with the requirements and specifications of Orange County, Florida.

ARTICLE IX - GENERAL PROVISIONS

Section 1. Term. These covenants shall remain in full force and run with the land and bind the land for a term of twenty (20) years from the date this instrument is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. So long as Declarant owns one or more lots in this subdivision, Declarant may change these restrictions in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Orange County, Florida. Thereafter this Declaration may be amended during the first twenty year period by an instrument signed by not less than ninety percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent of the Lot Owners. Any amendment must be in writing.

Section 3. Enforcement. The Declarant, so long as it owns one or more Lots in the Properties, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants or reservations of this Declaration and any amendment thereto. It is expressly understood and agreed that all costs, including reasonable attorney's fees incurred by the moving party in any legal proceedings which result in the successful enforcement of any covenant or restriction contained herein shall be borne in full by the defendant in such proceeding. Failure by the Declarant, the Association, or any Owner to enforce any covenant 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, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 5. 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this instrument and affixed its corporate seal thereto on this 27th day of JULY, 1984.

Signed, sealed and delivered MAGNOLIA SERVICE CORPORATION
in the presence of:

Lance H. Hawks

By:

Donald R. Greer
Donald R. Greer, President

Julie L. Williams

ATTEST:

Jackie C. Wright
Jackie C. Wright, Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared DONALD R. GREER and JACKIE C. WRIGHT, well known to me to be the President and Secretary, respectively of Magnolia Service Corporation, a Florida corporation, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of JULY, 1984.

Lance H. Hawks

Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 1 1986
BONDED THRU GENERAL INSURANCE UND

RECORDED & RECORD VERIFIED

Thomas H. Lock

County Comptroller, Orange Co., Fla.

2040262 CO. FL
JUL 3 3 23 PM '85

COMMISSIONERS AT THEIR MEETING

JUL 01 1985

O.R. 3661 PG 147

SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WESTMOOR PHASE IV-A

3192

KNOW ALL MEN BY THESE PRESENTS, That this Supplemental Declaration of Covenants, Conditions and Restrictions (Supplemental Declaration), made and entered into this 24th day of JUNE, 1985, by MAGNOLIA SERVICE CORPORATION, a Florida corporation, herein-after referred to as Declarant,

WITNESSETH, That

WHEREAS, Declarant is the owner of the following described property,

Lots 123 thru 158, inclusive, WESTMOOR, PHASE IV-A, according to the Plat thereof as recorded in Plat Book 15, pages 109 & 110, Public Records of Orange County, Florida; and

WHEREAS, pursuant to Article VI of that certain Declaration of Covenants, Conditions and Restrictions dated July 20, 1983, and recorded in O.R. Book 3401, page 22, Public Records of Orange County, Florida, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions, dated September 1, 1983, and recorded in O.R. Book 3417, page 1768, Public Records of Orange County, Florida (hereinafter collectively referred to as the Original Declaration), Declarant agrees to annex WESTMOOR, PHASE IV-A, to the property described in the Original Declaration; and,

WHEREAS, the annexation of WESTMOOR, PHASE IV-A, will expand the scheme of the covenants and conditions of the Original Declaration to include WESTMOOR, PHASE IV-A; and,

WHEREAS, the Owners of lots within WESTMOOR, PHASE IV-A, shall be entitled to the use and enjoyment of all Common Areas defined in the Original Declaration and shall be required to pay their proportionate share of assessments for the privilege of such use; and,

WHEREAS, this Supplemental Declaration may contain complementary additions and modifications of the covenants and conditions contained in the Original Declaration; provided, however, that nothing in this Supplemental Declaration shall be construed to limit, diminish or revoke the rights of Owners under the Original Declaration, except to grant to the Owners under this Supplemental Declaration the right to use the Common areas and the right to proportionately change the voting rights and assessments as hereinafter provided; and,

WHEREAS, WESTMOOR, PHASE IV-A, shall become subject to the jurisdiction of the WESTMOOR HOMEOWNERS ASSOCIATION, INC. and each Owner of a lot in WESTMOOR, PHASE IV-A, shall become a member of said Association in the same manner and under the same conditions as set forth in the Original Declaration.

NOW, THEREFORE, Declarant agrees that WESTMOOR, PHASE IV-A, shall be (a) added to the property described in the Original Declaration; and (b) held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to WESTMOOR HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner shall mean and refer to the record owner, whether one or more persons or entities, of a free simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property heretofore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract "A", WESTMOOR, PHASE I, according to the Plat thereof as recorded in Plat Book 12, pages 79 and 80, Public Records of Orange County, Florida. Subject to a drainage easement over same dedicated to Orange County, Florida, on said Plat.

TRACT "B", WESTMOOR, PHASE IV-A, according to the Plat thereof as recorded in Plat Book 15, pages 109 AND 110 Public Records of Orange County, Florida.

All Common Area shall be maintained by the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Magnolia Service Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II - PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area 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 of any recreation facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of 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 dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right to enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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 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 and shall be entitled to three (3) votes for each Lot owned. The Class B member shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1990.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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 Properties and for the improvement and maintenance of the Common Area.

Section 3. 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 Twenty and no/100 Dollars (\$120.00) 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 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 the annual assessment at an amount not in 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, 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 members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized

Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 8. Effect of Nonpayment of Assessments; Remedies

of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent 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 property. In either event, the non-paying Owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor, if the court shall so determine. No owner may waive or otherwise escape liability for the assessments provided for herein by no-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, 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 Declarant, its successors or assigns. In the event said Declarant, its successors or assigns, fails to approve or disapprove such design and location within thirty (30) days after said 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. At such time as Declarant is not the record owner of any Lot in the Properties, the rights and duties under this Article shall be assigned to the Board of Directors of the Association or to an architectural control committee composed of three (3) or more representatives appointed by the Board.

ARTICLE VI - ADDITIONS TO THE PROPERTIES

(a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; provided, however, additional land within the area described in O.R. Book 3378, Page 320, Public Records of Orange County, Florida, and additional residential property and Common Area contiguous to the land described in said O.R. Book 3378, Page 320, and O.R. Book 3380, Page 1052, if said contiguous lands are hereafter acquired by Declarant, may be annexed by the Declarant without the consent of the members within five (5) years of the date of this instrument provided that the FHA or VA determine that the annexation is in accord with the general plan heretofore approved by them.

(b) Under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the property as provided herein, the remaining land owned by Declarant, other than the Properties, shall in no way be affected or become subject to the Declaration.

(c) The additions authorized under this Article shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Properties and as are not inconsistent with the scheme of this Declaration; provided, however, that no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the additions to the Properties being added the right to use the Common Area, according to the terms and conditions as established hereunder.

ARTICLE VII - MAINTENANCE OF BUILDINGS AND GROUNDS

All lots, whether improved or not, shall be maintained in a clean and orderly condition, free from overgrown weeds and from rubbish. In the event any lot is not so maintained Declarant, its successors and/or assigns, shall have the right to enter upon said Lot, after giving the Owner ten (10) days' written notice of the violation, for the purpose of cutting and removing such overgrown weeds and rubbish. The expense thereof shall be charged to and paid by the Owner of such Lots. If not paid by said Owner within thirty (30) days after being provided with a written notice of such charge, the same shall become a lien upon such Lot until paid and may be collected by an action to foreclose said lien or by an action at law, at the discretion of the said Declarant, its successors and/or assigns. In either event, the non-paying Owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor, if the Court shall so determine. In the event an Owner of any Lot

in the Properties shall fail to maintain the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association or the Architectural Control Committee appointed by the Board of Directors, the Association after approval of two-thirds (2/3) vote of the Board of Directors, and after giving the Owner ten (10) days written notice, shall have the right, through its agents and restore the exterior of the buildings and any other improvements erected thereon. The entry on such Lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII - GENERAL RESTRICTIONS

Section 1. Land Use and Building Type. All lots in said subdivision shall be known, described and used only for the residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed thirty-five feet (35') in height, with a private enclosed garage for at least one automobile. A storage room or tool room may be attached to the dwelling or to the garage, but may not be freestanding. Additionally, no garage or accessory building may be constructed prior to the construction of the main residence dwelling.

Section 2. Garages and Driveways. No open carport may be constructed and all residences must contain a garage. The inside dimensions of the garage shall be a minimum of 11 feet in width and 20 feet in length. Garage doors shall be made of fiberglass, wood or steel. Each garage shall have a service door to the outside in addition to the main garage door or doors. Garages shall be maintained as garages and shall not be converted to other uses. All dwellings shall have a paved driveway of concrete construction of at least 9 feet in width at the entrance to the garage; provided, however, Declarant, its successors and assigns, may temporarily use a garage as a sales office.

Section 3. Dwelling Size. All residences to be constructed shall have a minimum of 950 square feet of living area. The living area is defined as that portion of the residence which has finished walls, ceilings and floors, which is insulated, and which is heated and air-conditioned by a central system. An air-conditioning system is optional; provided, however, that if this option is exercised, said air conditioning shall be by a central system. The floor space within the garage, breezeway, porch or unfinished storage area or utility room shall not be included within the living area for purposes of determining the minimum required area.

Section 4. Building Materials. The front of all residences, and in the case of corner lots the front and side of the residence facing the street, shall be constructed of brick, stucco, native stone, wood or other finished materials.

Section 5. Building Location. The principal residence building shall not be located nearer than 25 feet from the front property line, 7 1/2 feet from the side property line, nor 30 feet from the rear property line. In the case of corner lots, the side setback adjacent to the side street shall be a minimum of 15 feet.

Section 6. Signs. No sign of any kind shall be displayed to public view on any lot except one temporary sign of not more than 4 square feet in area advertising the property for sale or rent, or signs of like size used by builders to advertise the property during construction. No commercial flags, pennants or other such devices shall be allowed; provided, however, that this restriction shall not be applicable to Declarant or its successors or assigns.

Section 7. Fences. No fence or wall shall be constructed, erected or maintained on or around any portion of a lot that is within the minimum front building setback line, nor, in any event, any closer to the front line than a line paralleling the front building wall of the residence dwelling where a dwelling is set back from the front line a greater distance than the required minimum set back. This prohibition shall not apply to any subdivision perimeter wall or fence. Within the other portions of the lot, no fence or wall shall be erected which is greater than 6 feet in height. No material shall be used for any fence or wall other than chain link, redwood, or other solid wood, brick or stone. No exposed concrete block shall be used. Any subdivision perimeter wall or fence that may be built shall not be removed, altered or damaged in any manner.

Section 8. Animals. No animals, fowl or reptiles shall be kept on or in lots except for caged birds kept as pets and domestic dogs and cats; provided that such dogs and cats shall not be allowed off the premises of owner's site except on a leash. In no event shall such pets be kept, bred, or maintained for any commercial purpose.

Section 9. Temporary Structures. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or other such building shall be placed upon the lots at any time; provided, however, that this prohibition shall not apply to shelters used by the contractors or Declarant during the construction or sale of the main dwelling houses, it being clearly understood that these temporary shelters may not, at any time, be used as residences or permitted to remain on the lots after the completion of the construction or sales.

Section 10. Garbage and Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other rubbish shall be kept in sanitary containers and, except during pick up if required to be placed at the curb, all garbage containers if visible from the street in front of house shall be either completely recessed in the ground or located within a structural enclosure of at least 36 inches in height.

Section 11. Mechanical Features. All exterior pumps, motors, air conditioning compressors, storage tanks and other mechanical features shall be screened from view if visible from street in front of the house either by a decorative structure 36 inches in height or mature landscaping materials capable of obstructing view from said street.

Section 12. Easements. Easements for installation and maintenance of utilities, drainage facilities, private landscape and wall are reserved as shown on the recorded plat. Within said utilities and drainage facility easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority, utility company or the WESTMOOR HOMEOWNERS ASSOCIATION, INC. is responsible.

Section 13. Offensive Activity. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plans or animals, or device of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

Section 14. Vehicles and Repair. The parking of commercial vehicles, which description shall include but not be limited to

trucks, truck-tractors, semi-trailers and commercial trailers, as well as the parking of any travel or recreational trailer, including self-propelled motor homes and including boats, at any time on driveways or on the public street or streets of said subdivision, is prohibited except for loading and unloading purposes. Boats and/or boat trailers shall be parked either within an enclosed fence or structure in an area to the rear of a line parallel to the front wall of the dwelling. Recreational vehicles shall not be visible from the street or streets within the subdivision and shall be parked in accordance with the Orange County Zoning Regulations. There will be no parking of other vehicles on any area of the lot except areas paved for that purpose. There shall be no major repairs performed on any motor vehicle on or adjacent to any lot in the subdivision or on the public street or streets of said subdivision.

Section 15. Sod. The front, side and rear yards of all lots in the subdivision shall be sodded excepting only paved areas, patios, shrubbery and flower beds.

Section 16. Sidewalks and Driveways. Sidewalks and driveways shall be installed by the lot owners in accordance with the requirements and specifications of Orange County, Florida.

ARTICLE IX - GENERAL PROVISIONS

Section 1. Term. These covenants shall remain in full force and run with the land and bind the land for a term of twenty (20) years from the date this instrument is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. So long as Declarant owns one or more lots in this subdivision, Declarant may change these restrictions in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Orange County, Florida. Thereafter this Declaration may be amended during the first twenty year period by an instrument signed by not less than ninety percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent of the lot owners. Any amendment must be in writing.

Section 3. Enforcement. The Declarant, so long as it owns one or more lots in the Properties, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants or reservations of this Declaration and any amendment thereto. It is expressly understood and agreed that all cost, including reasonable attorney's fees incurred by the moving party in any legal proceedings which result in the successful enforcement of any covenant or restriction contained herein shall be borne in full by the defendant in such proceeding. Failure by the Declarant, the Association, or an Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidity of any one of these covenants or restriction, or any part thereof, by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 5. 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this instrument and affixed its corporate seal thereto on this 24th day of June, 1985.

Signed, sealed and delivered in the presence of:

Candice N. Hawks
Sherry L. Bowman

MAGNOLIA SERVICE CORPORATION

By Donald R. Greer
PRESIDENT

ATTEST: Jackie C. Wright
SECRETARY

(SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared DONALD R. GREER and JACKIE C. WRIGHT, well known to me to be the President and Secretary, respectively of Magnolia Service Corporation, a Florida corporation, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of June, 1985.

Candice N. Hawks
Notary Public, State of Florida
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 1 1986
BONDED THRU GENERAL INSURANCE UND

RECORDED & RECORD VERIFIED

Thomas A. Baker

County Comptroller, Orange Co., Fla.

PREPARED BY: Candice Hawks
Magnolia Service Corporation
P.O. Box 2249
Orlando, Fl. 32802

Florida Paid THOMAS H. LOCKER,
Rec Fee \$ 37.00 Orange County
Doc Tax \$ Comptroller
Int Tax \$ By RSK
Total \$ 37.00 Deputy Clerk

2486814 ORANGE CO., FL.
10:37:40am 03/19/86

SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WESTMOOR PHASE IV - B

DR3762 PG0076

KNOW ALL MEN BY THESE PRESENTS, That this Supplemental Declaration of Covenants, Conditions and Restrictions (Supplemental Declaration), made and entered into this 6th day of March, 1986, by MAGNOLIA SERVICE CORPORATION, a Florida corporation, hereinafter referred to as Declarant,

WITNESSETH, That

WHEREAS, Declarant is the owner of the following described property,

Lots 159 thru 214, inclusive, WESTMOOR, PHASE IV-B, according to the Plat thereof as recorded in Plat Book 17, pages 34, 35, 36 Public Records of Orange County, Florida; and

WHEREAS, pursuant to Article VI of that certain Declaration of Covenants, Conditions and Restrictions dated July 20, 1983, and recorded in O. R. Book 3401, Page 22, Public Records of Orange County, Florida, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions, dated September 1, 1983, and recorded in O. R. Book 3417, page 1768, Public Records of Orange County, Florida (hereinafter collectively referred to as the Original Declaration), Declarant agrees to annex WESTMOOR, PHASE IV-B, to the property described in the Original Declaration; and,

WHEREAS, the annexation of WESTMOOR, PHASE IV-B, will expand the scheme of the covenants and conditions of the Original Declaration to include WESTMOOR, PHASE IV-B; and,

WHEREAS, the Owners of lots within WESTMOOR, PHASE IV-B, shall be entitled to the use and enjoyment of all Common Areas defined in the Original Declaration and shall be required to pay their proportionate share of assessments for the privilege of such use; and,

WHEREAS, this Supplemental Declaration may contain complementary additions and modifications of the covenants and conditions contained in the Original Declaration; provided, however, that nothing in this Supplemental Declaration shall be construed to limit, diminish or revoke the rights of Owners under the Original Declaration, except to grant to the Owners under this Supplemental Declaration the right to use the Common Areas and the right to proportionately change the voting rights and assessments as hereinafter provided; and,

WHEREAS, WESTMOOR, PHASE IV-B shall become subject to the jurisdiction of the WESTMOOR HOMEOWNERS ASSOCIATION, INC. and each Owner of a lot in WESTMOOR, PHASE IV-B, shall become a member of said Association in the same manner and under the same conditions as set forth in the Original Declaration.

NOW, THEREFORE, Declarant agrees that WESTMOOR, PHASE IV-B, shall be (a) added to the property described in the Original Declaration; and (b) held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to WESTMOOR HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

PREPARED BY: JACK C. Wright
MAGNOLIA SERVICE CORPORATION
P. O. BOX 2249
ORLANDO, FL. 32802

Return to: Clerk to BCC - 5th FL - County Admin. Bldg.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property heretofore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract "A", WESTMOOR, PHASE I, according to the Plat thereof as recorded in Plat Book 12, pages 79 and 80 Public Records of Orange County, Florida. Subject to a drainage easement over same dedicated to Orange County, Florida, on said Plat.

TRACT "B", WESTMOOR, PHASE IV-A, according to the Plat thereof as recorded in Plat Book 15, pages 109 and 110 Public Records of Orange County, Florida.

All Common Area shall be maintained by the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Magnolia Service Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II - PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of 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 dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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 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 and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1991.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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 Properties and for the improvement and maintenance of the Common Area.

Section 3. 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 Twenty and no/100 Dollars (\$120.00) 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 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 the annual assessment at an amount not in 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, 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 members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent 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 property. In either event, the non-paying Owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor, if the court shall so determine. 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 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due

prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, 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 Declarant, its successors or assigns. In the event said Declarant, its successors or assigns, fails to approve or disapprove such design and location within thirty (30) days after said 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. At such time as Declarant is not the record owner of any Lot in the Properties, the rights and duties under this Article shall be assigned to the Board of Directors of the Association or to an architectural control committee composed of three (3) or more representatives appointed by the Board.

ARTICLE VI - ADDITIONS TO THE PROPERTIES

(a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; provided, however, additional land within the area described in O. R. Book 3378, Page 320, Public Records of Orange County, Florida, and additional residential property and Common Area contiguous to the land described in said O. R. Book 3378, Page 320, and O. R. Book 3380, Page 1052, if said contiguous lands are hereafter acquired by Declarant, may be annexed by the Declarant without the consent of the members within five (5) years of the date of this instrument provided that the FHA or VA determine that the annexation is in accord with the general plan heretofore approved by them.

(b) Under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the property as provided herein, the remaining land owned by Declarant, other than the Properties, shall in no way be affected or become subject to the Declaration.

(c) The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Properties and as are not inconsistent with the scheme of this Declaration; provided, however, that no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the additions to the Properties being added the right to use the Common Area, according to the terms and conditions as established hereunder.

ARTICLE VII - MAINTENANCE OF BUILDINGS AND GROUNDS

All lots, whether improved or not, shall be maintained in a clean and orderly condition, free from overgrown weeds and from

Section 5. Building Location. The principal residence building shall not be located nearer than 25 feet from the front property line, 7 1/2 feet from the side property line, nor 30 feet from the rear property line. In the case of corner lots, the side setback adjacent to the side street shall be a minimum of 15 feet.

Section 6. Signs. No sign of any kind shall be displayed to public view on any lot except one temporary sign of not more than 4 square feet in area advertising the property for sale or rent, or signs of like size used by builders to advertise the property during construction. No commercial flags, pennants or other such devices shall be allowed; provided, however, that this restriction shall not be applicable to Declarant or its successors or assigns.

Section 7. Fences. No fence or wall shall be constructed, erected or maintained on or around any portion of a lot that is within the minimum front building setback line, nor, in any event, any closer to the front line than a line paralleling the front building wall of the residence dwelling where a dwelling is set back from the front line a greater distance than the required minimum set back. This prohibition shall not apply to any subdivision perimeter wall or fence. Within the other portions of the lot, no fence or wall shall be erected which is greater than 6 feet in height. No material shall be used for any fence or wall other than chain link, redwood, or other solid wood, brick or stone. No exposed concrete block shall be used. Any subdivision perimeter wall or fence that may be built shall not be removed, altered or damaged in any manner.

Section 8. Animals. No animals, fowl or reptiles shall be kept on or in lots except for caged birds kept as pets and domestic dogs and cats; provided that such dogs and cats shall not be allowed off the premises of owner's site except on a leash. In no event shall such pets be kept, bred, or maintained for any commercial purpose.

Section 9. Temporary Structures. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or other such building shall be placed upon the lots at any time; provided, however, that this prohibition shall not apply to shelters used by the contractors or Declarant during the construction or sale of the main dwelling houses, it being clearly understood that these temporary shelters may not, at any time, be used as residences or permitted to remain on the lots after the completion of the construction or sales.

Section 10. Garbage and Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other rubbish shall be kept in sanitary containers and, except during pick up if required to be placed at the curb, all garbage containers if visible from the street in front of house shall be either completely recessed in the ground or located within a structural enclosure of at least 36 inches in height.

Section 11. Mechanical Features. All exterior pumps, motors, air conditioning compressors, storage tanks and other mechanical features shall be screened from view if visible from the street in front of house either by a decorative structure 36 inches in height or mature landscaping materials capable of obstructing the view from the street.

Section 12. Easements. Easements for installation and maintenance of utilities, drainage facilities, private landscape and wall are reserved as shown on the recorded plat. Within said utilities and drainage facility easements, no

structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company or the WESTMOOR HOMEOWNERS ASSOCIATION, INC. is responsible.

Section 13. Offensive Activity. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

Section 14. Vehicles and Repair. The parking of commercial vehicles, which description shall include but not be limited to trucks, truck-tractors, semi-trailers and commercial trailers, as well as the parking of any travel or recreational trailer, including self-propelled motor homes and including boats, at any time on driveways or on the public street or streets of said subdivision, is prohibited except for loading and unloading purposes. Boats and/or boat trailers shall be parked either within an enclosed fence or structure in an area to the rear of a line parallel to the front wall of the dwelling. Recreational vehicles shall not be visible from the street or streets within the subdivision and shall be parked in accordance with the Orange County Zoning Regulations. There will be no parking of other vehicles on any area of the lot except areas paved for that purpose. There shall be no major repairs performed on any motor vehicle on or adjacent to any lot in the subdivision or on the public street or streets of said subdivision.

Section 15. Sod. The front, side and rear yards of all lots in the subdivision shall be sodded excepting only paved areas, patios, shrubbery and flower beds.

Section 16. Sidewalks and Driveways. Sidewalks and driveways shall be installed by the lot owners in accordance with the requirements and specifications of Orange County, Florida.

ARTICLE IX - GENERAL PROVISIONS

Section 1. Term. These covenants shall remain in full force and run with the land and bind the land for a term of twenty (20) years from the date this instrument is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. So long as Declarant owns one or more lots in this subdivision, Declarant may change these restrictions in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Orange County, Florida. Thereafter this Declaration may be amended during the first twenty year period by an instrument signed by not less than ninety percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent of the Lot Owners. Any amendment must be in writing.

Section 3. Enforcement. The Declarant, so long as it owns one or more Lots in the Properties, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants or

reservations of this Declaration and any amendment thereto. It is expressly understood and agreed that all costs, including reasonable attorney's fees incurred by the moving party in any legal proceedings which result in the successful enforcement of any covenant or restriction contained herein shall be borne in full by the defendant in such proceeding. Failure by the Declarant, the Association, or any Owner to enforce any covenant 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, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 5. 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this instrument and affixed its corporate seal thereto on this 6th day of March, 1986.

Signed, sealed and delivered MAGNOLIA SERVICE CORPORATION in the presence of:

Elisa L. Thomas By: William R. Greer
President
Jackie C. Wright ATTEST: Jackie C. Wright
Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared DONALD R. GREER and JACKIE C. WRIGHT, well known to me to be the President and Secretary, respectively of Magnolia Service Corporation, a Florida corporation, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority vested in them by said corporation and the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State of Florida last aforesaid this 6th day of March, 1986.

William R. Greer
Notary Public, State of Florida
My Commission Expires: 9/1/86

OR3762 PG0084

AMENDMENT TO
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WESTMOOR PHASE IV-B

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MAGNOLIA SERVICE CORPORATION, a Florida corporation, hereinafter called DECLARANT, is the owner of land in the County of Orange and State of Florida, more particularly described as follows:

Lots 159 thru 214, inclusive, WESTMOOR, PHASE IV-B, according to the Plat thereof as recorded in Plat Book 17, pages 34, 35 and 36, Public Records of Orange County, Florida; and,

WHEREAS, Declarant placed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor, Phase IV-B, dated March 6, 1986, and recorded in Official Records Book 3762, page 76, Public Records of Orange County, Florida; and,

WHEREAS, said Supplemental Declaration of Covenants, Conditions and Restrictions added Westmoor, Phase IV-B to the property described in the original Declaration of Covenants, Conditions and Restrictions for Westmoor, dated July 20, 1983, and recorded in O. R. Book 3401, page 22, Public Records of Orange County, Florida, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions dated September 1, 1983, and recorded in O. R. Book 3417, page 1768, Public Records of Orange County, Florida, and contained additional covenants and restrictions pertaining to Westmoor, Phase IV-B; and,

WHEREAS, Declarant has the right under Article IX, Section 2 (Amendment) of said Supplemental Declaration of Covenants, Conditions and Restrictions to change the covenants so long as it owns one or more lots in said subdivision; and,

WHEREAS, Declarant is presently the owner of all the lots in Westmoor, Phase IV-B, and wishes to amend the said Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor, Phase IV-B,

NOW, THEREFORE, in consideration of the premises, Declarant does hereby amend said Supplemental Declaration of Covenants, Conditions and Restrictions as follows:

Article VIII, Section 7 (Fences) is hereby amended by adding thereto, as a sub-paragraph, the following:

"Declarant reserves the right to construct a 6-foot concrete block retaining wall along the rear lot lines of Lots 194, 195, 196 and 197. Each future owner of the above-described lots shall have the obligation to maintain that portion of the wall on his or her particular lot in a manner consistent with these restrictions. Should any owner fail to do so, then, in that event, the Association shall have the right to maintain the

This instrument prepared by:
Candice H. Hawks
MAGNOLIA SERVICE CORPORATION
P. O. BOX 2249
ORLANDO, FL. 32802

2515525 ORANGE CO. FL.
11:40:00AM 05/05/86

OR3781 PG1641

HEDRICK & ROBINSON, P.A.

Orange County
Comptroller
By *[Signature]* Deputy Clerk
L-224
Doc Tax
Int Tax
Total

same and assess said owner for the expense thereof. The failure to maintain said wall shall give rise to a lien as set forth under Article IV of these restrictions."

In all other respects said Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor, Phase IV-B dated March 6, 1986, and recorded in Official Records Book 3762, page 76, Public Records of Orange County, Florida, shall remain in full force and effect and unchanged in any manner.

IN WITNESS WHEREOF, Declarant, Magnolia Service Corporation, has hereunto signed this instrument and affixed its corporate seal thereto on this the 29th day of April, 1986.

Signed, sealed and delivered in the presence of:

Theresa L. Edgerton
Elisa L. Thomas

MAGNOLIA SERVICE CORPORATION

By Donald R. Greer, President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DONALD R. GREER, well known to me to be the President of Magnolia Service Corporation, a Florida corporation, and he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of April, 1986.

Elisa L. Thomas
Notary Public, State of Florida at Large

My Commission expires

Notary Public State of Florida at Large
My Commission expires Oct. 27, 1989

This instrument prepared by:
Candice H. Hawks
MAGNOLIA SERVICE CORPORATION
P. O. BOX 2249
ORLANDO, FL. 32802

RECORDED & RETURNED MAILED
Elisa H. Thomas
County Commissioner, Orange County, FL

OR3781 PG1642

Florida
Rec Fee
Doc Tax
Int Tax
Total

Paid
37.00

THOMAS
Orange County
Comptroller
By Deputy Clerk

2696304 ORANGE CO. FL.
09:47:00AM 02/05/87

SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WESTMOOR PHASE IV - D

KNOW ALL MEN BY THESE PRESENTS, That this Supplemental Declaration of Covenants, Conditions and Restrictions (Supplemental Declaration), made and entered into this 6th day of January, 1987, by MAGNOLIA SERVICE CORPORATION, a Florida corporation, hereinafter referred to as Declarant,

WITNESSETH, That

WHEREAS, Declarant is the owner of the following described property,

Lots 287 thru 326, inclusive, WESTMOOR, PHASE IV-D, according to the Plat thereof as recorded in Plat Book 18, pages 147 and 148, Public Records of Orange County, Florida; and

WHEREAS, pursuant to Article VI of that certain Declaration of Covenants, Conditions and Restrictions dated July 20, 1983, and recorded in O. R. Book 3401, Page 22, Public Records of Orange County, Florida, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions, dated September 1, 1983, and recorded in O. R. Book 3417, page 1768, Public Records of Orange County, Florida (hereinafter collectively referred to as the Original Declaration), Declarant agrees to annex WESTMOOR, PHASE IV-D, to the property described in the Original Declaration; and,

WHEREAS, the annexation of WESTMOOR, PHASE IV-D, will expand the scheme of the covenants and conditions of the Original Declaration to include WESTMOOR, PHASE IV-D; and,

WHEREAS, the Owners of lots within WESTMOOR, PHASE IV-D, shall be entitled to the use and enjoyment of all Common Areas defined in the Original Declaration and shall be required to pay their proportionate share of assessments for the privilege of such use; and,

WHEREAS, this Supplemental Declaration may contain complementary additions and modifications of the covenants and conditions contained in the Original Declaration; provided, however, that nothing in this Supplemental Declaration shall be construed to limit, diminish or revoke the rights of Owners under the Original Declaration, except to grant to the Owners under this Supplemental Declaration the right to use the Common Areas and the right to proportionately change the voting rights and assessments as hereinafter provided; and,

WHEREAS, WESTMOOR, PHASE IV-D shall become subject to the jurisdiction of the WESTMOOR HOMEOWNERS ASSOCIATION, INC. and each Owner of a lot in WESTMOOR, PHASE IV-D, shall become a member of said Association in the same manner and under the same conditions as set forth in the Original Declaration.

NOW, THEREFORE, Declarant agrees that WESTMOOR, PHASE IV-D, shall be (a) added to the property described in the Original Declaration; and (b) held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to WESTMOOR HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Prepared by:

Candice H. Hawks
Magnolia Service Corporation
P.O. Box 2249
Orlando, Florida 32802

ROY - BUILDING - 5TH FLOOR, CO. ADMIN. B.C.C. - CLERKS OFFICE

3700

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property heretofore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract "A", WESTMOOR, PHASE I, according to the Plat thereof as recorded in Plat Book 12, pages 79 and 80 Public Records of Orange County, Florida. Subject to a drainage easement over same dedicated to Orange County, Florida, on said Plat.

TRACT "B", WESTMOOR, PHASE IV-A, according to the Plat thereof as recorded in Plat Book 15, pages 109 and 110 Public Records of Orange County, Florida.

All Common Area shall be maintained by the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Magnolia Service Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II - PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of 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 dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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 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 and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1991.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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 Properties and for the improvement and maintenance of the Common Area.

Section 3. 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 Twenty and no/100 Dollars (\$120.00) 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 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 the annual assessment at an amount not in 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, 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 members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent 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 property. In either event, the non-paying Owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor, if the court shall so determine. 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 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due

prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, 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 Declarant, its successors or assigns. In the event said Declarant, its successors or assigns, fails to approve or disapprove such design and location within thirty (30) days after said 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. At such time as Declarant is not the record owner of any Lot in the Properties, the rights and duties under this Article shall be assigned to the Board of Directors of the Association or to an architectural control committee composed of three (3) or more representatives appointed by the Board.

ARTICLE VI - ADDITIONS TO THE PROPERTIES

(a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; provided, however, additional land within the area described in O. R. Book 3378, Page 320, Public Records of Orange County, Florida, and additional residential property and Common Area contiguous to the land described in said O. R. Book 3378, Page 320, and O. R. Book 3380, Page 1052, if said contiguous lands are hereafter acquired by Declarant, may be annexed by the Declarant without the consent of the members within five (5) years of the date of this instrument provided that the FHA or VA determine that the annexation is in accord with the general plan heretofore approved by them.

(b) Under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the property as provided herein, the remaining land owned by Declarant, other than the Properties, shall in no way be affected or become subject to the Declaration.

(c) The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Properties and as are not inconsistent with the scheme of this Declaration; provided, however, that no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the additions to the Properties being added the right to use the Common Area, according to the terms and conditions as established hereunder.

ARTICLE VII - MAINTENANCE OF BUILDINGS AND GROUNDS

All lots, whether improved or not, shall be maintained in a clean and orderly condition, free from overgrown weeds and from

rubbish. In the event any lot is not so maintained Declarant, its successors and/or assigns, shall have the right to enter upon said Lot, after giving the Owner ten (10) days' written notice of the violation, for the purpose of cutting and removing such overgrown weeds and rubbish. The expense thereof shall be charged to and paid by the Owner of such Lots. If not paid by said Owner within thirty (30) days after being provided with a written notice of such charge, the same shall become a lien upon such Lot until paid and may be collected by an action to foreclose said lien or by an action at law, at the discretion of the said Declarant, its successors and/or assigns. In either event, the non-paying Owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor, if the Court shall so determine. In the event an Owner of any Lot in the Properties shall fail to maintain the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association or the Architectural Control Committee appointed by the Board of Directors, the Association after approval of two-thirds (2/3) vote of the Board of Directors, and after giving the Owner ten (10) days' written notice, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the exterior of the buildings and any other improvements erected thereon. The entry on such Lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII - GENERAL RESTRICTIONS

Section 1. Land Use and Building Type. All lots in said subdivision shall be known, described and used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed thirty-five feet (35') in height, a private enclosed garage for at least one automobile, and a storage room or tool room attached to the dwelling or to the garage, but may not be free standing. Additionally, no garage or accessory building may be constructed prior to the construction of the main residence dwelling.

Section 2. Garages and Driveways. No open carport may be constructed and all residences must contain a garage. The inside dimensions of the garage shall be a minimum of 11 feet in width and 20 feet in length. Garage doors shall be made of fiberglass, wood or steel. Each garage shall have a service door to the outside in addition to the main garage door or doors. Garages shall be maintained as garages and shall not be converted to other uses. All dwellings shall have a paved driveway of concrete construction of at least 9 feet in width at the entrance to the garage.

Section 3. Dwelling Size. All residences to be constructed shall have a minimum of 950 square feet of living area. The living area is defined as that portion of the residence which has finished walls, ceilings and floors, which is insulated, and which is heated and air-conditioned by a central system. An air-conditioning system is optional; provided, however, that if this option is exercised, said air conditioning shall be by a central system. The floor space within the garage, breezeway, porch or unfinished storage area or utility room shall not be included within the living area for purposes of determining the minimum required area.

Section 4. Building Materials. The front of all residences, and in the case of corner lots the front and side of the residence facing the street, shall be constructed of brick, stucco, native stone, wood or other finished materials.

Section 5. Building Location. The principal residence building shall not be located nearer than 25 feet from the front property line, 7 1/2 feet from the side property line, nor 30 feet from the rear property line. In the case of corner lots, the side setback adjacent to the side street shall be a minimum of 15 feet.

Section 6. Signs. No sign of any kind shall be displayed to public view on any lot except one temporary sign of not more than 4 square feet in area advertising the property for sale or rent, or signs of like size used by builders to advertise the property during construction. No commercial flags, pennants or other such devices shall be allowed; provided, however, that this restriction shall not be applicable to Declarant or its successors or assigns.

Section 7. Fences. No fence or wall shall be constructed, erected or maintained on or around any portion of a lot that is within the minimum front building setback line, nor, in any event, any closer to the front line than a line paralleling the front building wall of the residence dwelling where a dwelling is set back from the front line a greater distance than the required minimum set back. This prohibition shall not apply to any subdivision perimeter wall or fence. Within the other portions of the lot, no fence or wall shall be erected which is greater than 6 feet in height. No material shall be used for any fence or wall other than chain link, redwood, or other solid wood, brick or stone. No exposed concrete block shall be used. Any subdivision perimeter wall or fence that may be built shall not be removed, altered or damaged in any manner.

The Declarant reserves the right to construct a 6-foot concrete block retaining wall along the rear lot lines of Lots 287, 288, 289, 290 and 291. Each future owner of the above-described lots shall have the obligation to maintain that portion of the wall on his/her particular lot in a manner consistent with these restrictions. Should any owner of the above-described lots fail to maintain that portion of the wall lying on his/her lot, then, in that event, the Association shall have the right to maintain the same and assess said owner for the expense of said maintenance. The failure to maintain said wall shall give rise to a lien as set forth under Article IV of these restrictions.

Section 8. Animals. No animals, fowl or reptiles shall be kept on or in lots except for caged birds kept as pets and domestic dogs and cats; provided that such dogs and cats shall not be allowed off the premises of owner's site except on a leash. In no event shall such pets be kept, bred, or maintained for any commercial purpose.

Section 9. Temporary Structures. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or other such building shall be placed upon the lots at any time; provided, however, that this prohibition shall not apply to shelters used by the contractors or Declarant during the construction or sale of the main dwelling houses, it being clearly understood that these temporary shelters may not, at any time, be used as residences or permitted to remain on the lots after the completion of the construction or sales.

Section 10. Garbage and Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other rubbish shall be kept in sanitary containers and, except during pick up if required to be placed at the curb, all garbage containers if visible from the street in front of house shall be either completely recessed in the ground or located within a structural enclosure of at least 36 inches in height.

Section 11. Mechanical Features. All exterior pumps, motors, air conditioning compressors, storage tanks and other mechanical features shall be screened from view if visible from the street in front of house either by a decorative structure 36 inches in height or mature landscaping materials capable of obstructing the view from the street.

Section 12. Easements. Easements for installation and maintenance of utilities, drainage facilities, private landscape and wall are reserved as shown on the recorded plat. Within said utilities and drainage facility easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company or the WESTMOOR HOMEOWNERS ASSOCIATION, INC. is responsible.

Section 13. Offensive Activity. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

Section 14. Vehicles and Repair. The parking of commercial vehicles, which description shall include but not be limited to trucks, truck-tractors, semi-trailers and commercial trailers, as well as the parking of any travel or recreational trailer, including self-propelled motor homes and including boats, at any time on driveways or on the public street or streets of said subdivision, is prohibited except for loading and unloading purposes. Boats and/or boat trailers shall be parked either within an enclosed fence or structure in an area to the rear of a line parallel to the front wall of the dwelling. Recreational vehicles shall not be visible from the street or streets within the subdivision and shall be parked in accordance with the Orange County Zoning Regulations. There will be no parking of other vehicles on any area of the lot except areas paved for that purpose. There shall be no major repairs performed on any motor vehicle on or adjacent to any lot in the subdivision or on the public street or streets of said subdivision.

Section 15. Sod. The front, side and rear yards of all lots in the subdivision shall be sodded excepting only paved areas, patios, shrubbery and flower beds.

Section 16. Sidewalks and Driveways. Sidewalks and driveways shall be installed by the lot owners in accordance with the requirements and specifications of Orange County, Florida.

ARTICLE IX - GENERAL PROVISIONS

Section 1. Term. These covenants shall remain in full force and run with the land and bind the land for a term of twenty (20) years from the date this instrument is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. So long as Declarant owns one or more lots in this subdivision, Declarant may change these restrictions in whole or in part by executing a written

instrument making said changes and having the same duly recorded in the Public Records of Orange County, Florida. Thereafter this Declaration may be amended during the first twenty year period by an instrument signed by not less than ninety percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent of the Lot Owners. Any amendment must be in writing.

Section 3. Enforcement. The Declarant, so long as it owns one or more Lots in the Properties, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants or reservations of this Declaration and any amendment thereto. It is expressly understood and agreed that all costs, including reasonable attorney's fees incurred by the moving party in any legal proceedings which result in the successful enforcement of any covenant or restriction contained herein shall be borne in full by the defendant in such proceeding. Failure by the Declarant, the Association, or any Owner to enforce any covenant 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, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 5. 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this instrument and affixed its corporate seal thereto on this 6th day of January, 1989.

Signed, sealed and delivered
in the presence of:

MAGNOLIA SERVICE CORPORATION

Carolee W. Hawks

By:

W. R. Greer
President

Elisa S. Thomas

ATTEST:

Jackie C. Wright
Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

OR3859 PG1788

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared DONALD R. GREER and JACKIE C. WRIGHT, well known to me to be the President and Secretary, respectively of Magnolia Service Corporation, a Florida corporation, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of January, 1989.

RETURNED & RECORDED VERIFIED

Thomas H. Loh
County Comptroller, Orange Co., FL

Carolee W. Hawks
Notary Public, State of Florida
My Commission Expires:

Notary Public State of Florida at Large
My Commission expires Sept. 1, 1990

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WESTMOOR

KNOW ALL MEN BY THESE PRESENTS: That this Supplemental Declaration of Covenants, Conditions and Restrictions, (Supplemental Declaration), made and entered into this 17th day of December, 1987, by MAGNOLIA SERVICE CORPORATION, A Florida corporation, hereinafter referred to as Declarant,

WITNESSETH, That

WHEREAS, Declarant is the owner of the three parcels of real property described in Exhibit "A" attached hereto and specifically incorporated herein by reference, sometimes hereinafter referred to as the "Additional Property"; and,

WHEREAS, pursuant to article VI of that certain Declaration of Covenants, Conditions and Restrictions dated July 20, 1983, and recorded in O. R. Book 3401, page 22, Public Records of Orange County, Florida, as amended by that certain document dated September 1, 1983, and recorded in O. R. Book 3417, page 1768, Public Records of Orange County, Florida, collectively hereinafter referred to as the Original Declaration, Declarant desires to annex the Additional Property to the property described in the Original Declaration; and,

WHEREAS, the annexation of said lands will expand the scheme of the covenants and conditions of the Original Declaration to include said lands; and,

WHEREAS, the owners of platted lots or unplatted property within said Additional Property will be entitled to the use and enjoyment of all Common Area defined in the Original Declaration and shall be required to pay their proportionate share of assessments for the privilege of such use; and

WHEREAS, this Supplemental Declaration may contain

PREPARED BY:
Jackie C. Wright
Magnolia Service Corporation
P. O. Box 2249
Orlando, Florida 32802

2912004 ORANGE CO. FL.
02:25:00PM 12/21/87

OR3944 PG3457

THOMAS H. LOCKER,
Orange County
Comptroller
By 10/11 Deputy Clerk
Rec Fee \$ 53.00
Add Rec \$ 7.00
Doc Tax \$
Int Tax \$
Total \$ 60.00

complementary additions and modifications of the covenants and conditions contained in the Original Declaration; provided, however, that nothing in this Supplemental Declaration shall be construed to limit, diminish or revoke the rights of Owners under the Original Declaration, except to grant to the Owners under this Supplemental Declaration the right to use the Common Area and the right to proportionately change voting rights and assessments as hereinafter provided; and,

WHEREAS, the Additional Property, whether platted or unplatted, shall become subject to the jurisdiction of the Westmoor Homeowners Association, Inc. and all owners of property within the Additional Property, whether platted or unplatted, shall become a member in said Association in the same manner and under the same conditions as set forth in the Original Declaration;

NOW, THEREFORE, Declarant declares that the Additional Property is hereby: (a) added to the property described in the Original Declaration; and (b) shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions as set forth in the Original Declaration and any other covenants, conditions and restrictions that may hereafter be set forth in a supplemental declaration in the case of platted property within said Additional Property; provided, however, that this Supplemental Declaration shall not apply to any portion of the Additional Property, platted or unplatted, that may hereafter be conveyed to a political subdivision of the State of Florida or any other governmental agency or authority or public utility which may be the subject of any taking under any eminent domain proceeding or proceedings.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to Westmoor Homeowners Association, Inc., a Florida corporation

not for profit, its successors and assigns.

Section 2. "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 properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described as Additional Property.

Section 4. "Common Area" shall mean all real property including the improvements thereon owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded map or plat of the Properties with the exception of the Common Area. Parcel "3" as described on Exhibit "A" shall constitute one (1) Lot and shall not be further subdivided without the prior consent of Declarant. The Owner of this parcel shall be deemed to own one Lot within the properties and shall have all the rights and obligations of the Owner of any other Lot, including, but not limited to, the right to use the Common Area and the obligation to pay dues and assessments.

Section 6. "Declarant" shall mean and refer to Magnolia Service Corporation, a Florida corporation, its successors and assigns.

ARTICLE II

PROPERTY RIGHTS

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

- (a) The right of the Association to charge reasonable

admission and other fees for the use of any recreational facility situated upon the Common Area;

(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 sixty (60) days for any infraction of its published rules and regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds of the membership agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot which is subject to assessments 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.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments

or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

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 Properties and for the improvements and maintenance of the Common Area, and of the exterior and yards of the homes situated upon the Properties if necessary.

Section 3. 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 Twenty and No/100 Dollars (\$120.00) 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 assessment may be increased each year not more than five per cent (5%) above the maximum assessment 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 five per cent (5%) by a vote of two-thirds (2/3) of the members

who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessment for Capital Improvements.

In addition to the annual assessment 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, including fixtures and personal property related thereto, provided that any such assessment shall have assent of two-thirds (2/3) of the votes of the Membership who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or by proxies entitled to cast a majority of all the votes of the Membership shall constitute a quorum.

OR3944 PG3462

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, at the discretion of the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first (1st) day of the month following the conveyance of the Common Area. 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 thirty (30) days in advance of each annual assessment period. Written

notice of the annual assessment shall be sent to each Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate established by the Board of Directors so long as the rate does not exceed the highest rate allowed by Law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. In either event, the non-paying Owner shall pay for the cost of bringing the suit, including attorney's fees therefor, including attorney's fees incurred in appeal. 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 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

OR3944 PG3463

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall

be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, 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 Declarant. In the event said Declarant, its successors or assigns, fails to approve or disapprove such design and location within thirty (30) days after said 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. When the Declarant has conveyed all Lots to third parties, the rights and duties under this Article shall be assigned to the Board of Directors of the Association or to an architectural control committee composed of three (3) or more representatives appointed by said Board.

ARTICLE VI

MAINTENANCE OF BUILDINGS AND GROUNDS

All lots, whether improved or not, shall be maintained in a clean and orderly condition, free from overgrown weeds and from rubbish. In the event any Lot is not so maintained, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot after giving the Owner ten (10) days' written notice of the violation, for the purpose of cutting and removing such overgrown weeds and rubbish. The expense thereof shall be charged to and paid by the Owner of such Lot. If not paid by said Owner within thirty (30) days after being provided with a written notice of such charge, the same shall become a lien upon such Lot until paid and may be collected by an action to foreclose said lien or by an action at law, at the discretion of the Board of Directors. In either event, the non-paying

Owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor. In the event an Owner of any Lot shall fail to maintain the exterior of any improvements situated thereon in a manner satisfactory to the Board of Directors of the Association or the Architectural Control Committee appointed by the Board of Directors, the Association after approval of two-third (2/3) vote of the Board of Directors, and after giving the Owner ten (10) days' written notice of the violation, shall have the right, through its agents, to enter upon said Lot and to repair, maintain and restore the exterior of the buildings and any other improvements erected thereon. The entry on said Lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. If not paid, the same procedure as stated above will be followed.

ARTICLE VII

GENERAL RESTRICTIONS

The Declarant reserves the right to impose additional general restrictions upon each of the lands described in Exhibit "A" upon the platting of record of each parcel described therein, such restrictions to be in conformity with the overall plan of development as referred to herein. Such restrictions shall be placed upon the Public Records of Orange County, Florida, upon the filing of the Plat or as soon thereafter as is determined by the Declaration. In the case of unplatted property within the Additional Property, the Declarant reserves the right to impose general restrictions in the deed or deeds of conveyance or to reimpose the restrictions set out in the Original Declaration.

ARTICLE VIII

AMENDMENT OF THIS SUPPLEMENTAL DECLARATION

The Declarant reserves the right to amend, change,

modify, revoke, add to or subtract from any or all of these supplemental declarations upon the platting of record of each parcel described herein. Such amendment shall be placed upon the Public Records of Orange County, Florida. Any and all such amendments may be made solely by Declarant, ✓ or its successors.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal, this 17th day of December, 1987.

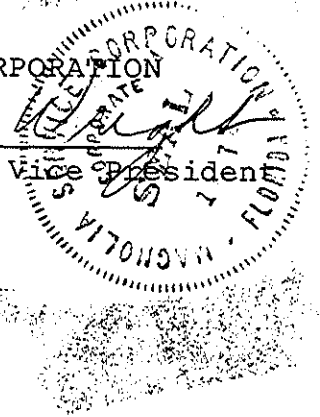
Signed, sealed and delivered in the presence of:

Theresa L. Edgerton
Carolyn W. Hall

MAGNOLIA SERVICE CORPORATION

By

Jackie C. Wright
Jackie C. Wright, Vice President



STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JACKIE C. WRIGHT, well known to me to be the Vice President of the corporation named as Declarant in the foregoing instrument and that she acknowledged executing the same freely and voluntarily under authority duly vested in her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 17th day of December, 1987.

Theresa L. Edgerton

Notary Public

My Commission Expires:

Notary Public State of Florida at Large
My Commission expires June 15, 1990

OR3944 PG3466

PARCEL 1:

Replatting a portion of Lots 1, 2, 3, and 5, of SHERWOOD HEIGHTS, as recorded in Plat Book "H", page 116, Public Records of Orange County, Florida.

From the Southwest corner of the Northwest 1/4 of Section 26, Township 22 South, Range 28 East, Orange County, Florida, run North 89°57'48" East along the South line of said Northwest 1/4 of Section 26, a distance of 15.00 feet to the point of beginning at the Southwest corner of Lot 5, of SHERWOOD HEIGHTS, as recorded in Plat Book "H", page 110, Public Records of Orange County, Florida, thence run North 00°00'37" East along the West line of said Lot 5, a distance of 150.38 feet; thence leaving said West line, run South 89°59'23" East 213.07 feet; thence South 89°57'49" East 86.93 feet; thence North 00°00'37" East 179.76 feet, thence North 11°19'13" East 50.99 feet, thence North 00°00'37" East 100.00 feet to the Southwest corner of Lot 303, Westmoor Phase IV-D, as recorded in Plat Book 18, pages 147 and 148, Public Records of Orange County, Florida. Thence run Easterly and Southerly along the boundary line of said Westmoor Phase IV-D the following courses: Run South 89°59'23" East 126.82 feet; thence South 77°15'52" East 52.45 feet; thence North 84°26'41" East 130.00 feet; thence South 09°20'19" East 66.28 feet; thence South 16°54'19" East 66.28 feet; thence South 24°28'19" East 66.28 feet; thence South 32°02'19" East 12.97 feet to the Northwest corner of Lot 197, Westmoor Phase IV-B, as recorded in Plat Book 17, pages 34, 35, and 36, Public Records of Orange County, Florida. Thence run Southerly and Westerly along the boundary line of said Westmoor Phase IV-B, the following courses: Run South 32°02'19" East 53.31 feet; thence South 39°24'44" East 66.29 feet; thence South 45°05'58" East 170.00 feet; thence South 30°23'12" East 57.31 feet; thence South 08°52'32" East 83.43 feet; thence South 00°01'50" East 300.00 feet; thence South 89°58'10" West 137.28 feet; thence North 60°57'00" West 52.32 feet; thence North 80°08'50" West 120.00 feet; thence South 27°52'51" West 51.43 feet; thence South 47°20'31" West 75.00 feet; thence South 75°03'20" West 84.72 feet. Thence South 89°57'49" West 451.98 feet to a point on the West line of Lot 1, of the aforesaid "SHERWOOD HEIGHTS" Subdivision, thence run North 00°02'11" West along said West line 499.79 feet to the point of beginning, containing 14.6439 acres more or less.

OR3944 PG3467

PARCEL 2:

Part of Lots 5, 6, 7, & 8, SHERWOOD HEIGHTS, as recorded in Plat Book "H", Page 116, Public Records of Orange County, Florida. Being described as follows:

From the Southwest corner of the Northwest 1/4 of Section 26, Township 22 South, Range 28 East, Orange County, Florida. Run North 89°57'48" East along the South line of said Northwest 1/4, a distance of 15.00 feet. Thence North 00°00'37" East parallel with the West line of said Section 26, a distance of 150.38 feet to the point of beginning; thence continue North 00°00'37" East 1006.37 feet thence North 89°58'43" East 359.82 feet to the Northwest corner of WESTMOOR PHASE IV-D, as recorded in Plat Book 18, Pages 147 & 148 Public Records of Orange County, Florida. Thence run Southerly along the Westerly line of said WESTMOOR PHASE IV-D the following courses: Thence South 27°48'47" East 70.45; thence South 12°55'31" West 307.20 feet; thence South 10°36'48" West 76.30 feet; thence South 00°00'37" West 300.00 feet to the Southwest corner of said WESTMOOR PHASE IV-D; thence leaving said Westerly line, continue South 00°00'37" West 100.00 feet; thence South 11°19'13" West 50.99 feet; thence South 00°00'37" West 119.76 feet; thence South 89°57'49" West 86.93 feet, thence North 89°59'23" West 213.07 feet to the point of beginning containing 7.5685 acres more or less.

OR3944 PG3468

PARCEL 3:

The West 145 feet of the following described property:

Begin at NE corner of SE 1/4 of SW 1/4 of Section 26, Township 22 S, Range 28 E, Orange County, Florida; run thence West to the NW corner of the SE 1/4 of the SW 1/4 of Section 26, Thence South to County Road, then Easterly along County Road to the East line of said SE 1/4 of SW 1/4 of Section 26, Township 22 S, Range 28 E; thence North to Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

From the Northwest corner of the SE 1/4 of the SW 1/4 of Section 26, Township 22 South, Range 28 East, Orange County, Florida, run North 89°48'00" East along the North line of said SE 1/4 of the SW 1/4 of Section 26 a distance of 20 feet to the East right-of-way line of Westmoor Bend; run thence South 00°01'50" East along the East right-of-way line 75 feet to the Point of Beginning; thence leaving said right-of-way, run North 89°48'00" East 125 feet; thence run South 00°01'50" East 101.39 feet; thence run North 82°27'36" West 104.20 feet to the point of curvature of a curve concave Northeasterly and having a radius of 25 feet, said point being on the aforesaid right-of-way line of Westmoor Bend; thence run Northwesterly along the arc of said curve 35.97 feet through a central angle of 82°25'52" to the point of tangency; thence run North 00°01'50" West 62.51 feet to the Point of Beginning.

OR3944 PG3469

RECORDED & RECORD VERIFIED
Thomas H. Lohr
County Comptroller, Orange Co., FL

PARCEL 3:

The West 145 feet of the following described property:

Begin at NE corner of SE 1/4 of SW 1/4 of Section 26, Township 22 S, Range 28 E, Orange County, Florida; run thence West to the NW corner of the SE 1/4 of the SW 1/4 of Section 26, Thence South to County Road, then Easterly along County Road to the East line of said SE 1/4 of SW 1/4 of Section 26, Township 22 S, Range 28 E; thence North to Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

From the Northwest corner of the SE 1/4 of the SW 1/4 of Section 26, Township 22 South, Range 28 East, Orange County, Florida, run North 89°48'00" East along the North line of said SE 1/4 of the SW 1/4 of Section 26 a distance of 20 feet to the East right-of-way line of Westmoor Bend; run thence South 00°01'50" East along the East right-of-way line 75 feet to the Point of Beginning; thence leaving said right-of-way, run North 89°48'00" East 125 feet; thence run South 00°01'50" East 101.39 feet; thence run North 82°27'36" West 104.20 feet to the point of curvature of a curve concave Northeasterly and having a radius of 25 feet, said point being on the aforesaid right-of-way line of Westmoor Bend; thence run Northwesterly along the arc of said curve 35.97 feet through a central angle of 82°25'52" to the point of tangency; thence run North 00°01'50" West 62.51 feet to the Point of Beginning.

OR3944 PG3469

RECORDED & RECORD VERIFIED

Thomas H. Parker
County Comptroller, Orange Co., FL

RECEIVED

Rec Fee \$ 33.00
Add Rec \$ 4.50
Doc Tax \$
Int Tax \$
Total \$ 37.50

THOMAS H. LOCKER,
Orange County
Comptroller
By RHK
Deputy Clerk

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WESTMOOR, PHASE IV-C

KNOW ALL MEN BY THESE PRESENTS, That this Supplemental Declaration of Covenants, Conditions and Restrictions (Supplemental Declaration), made and entered into this 29th day of February, 1988, by MAGNOLIA SERVICE CORPORATION, a Florida corporation, hereinafter referred to as Declarant,

WITNESSETH, That

WHEREAS, Declarant is the owner of the following described property,

Lots 215 through 261, inclusive, WESTMOOR, PHASE IV-C, according to the Plat thereof as recorded in Plat Book 21, Pages 85 and 86, Public Records of Orange County, Florida,

WHEREAS, pursuant to that certain Supplemental Declaration of Covenants, Conditions and Restrictions dated December 17, 1987, and recorded in O.R. Book 3944, Page 3457, Public Records of Orange County, Florida, the above described property was annexed to the Property described in the Original Declaration of Covenants, Conditions and Restrictions as defined in said Supplemental Declaration; and,

WHEREAS, Declarant under Article VII of said Supplemental Declaration reserved the right to impose additional general restrictions upon the above described property upon the platting of record of said property,

NOW, THEREFORE, Declarant hereby declares that WESTMOOR, PHASE IV-C shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to Westmoor Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 2. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Common Area" shall mean all real property including the improvements thereon owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded map or plat of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Magnolia Service Corporation, a Florida corporation, its successors and assigns.

2982768
7732703 ORANGE CO. FL.
07:13:40am 04/14/88

This Instrument prepared by:
Candice H. Hawks
Magnolia Service Corp.
P.O. Box 2249
Orlando, FL 32802

33972 PG3825

RETURN TO: Clerk of County Commission -5th FL, ADMIN BLDG. - Aurora

ARTICLE II PROPERTY RIGHTS

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

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(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 sixty (60) days for any infraction of its published rules and regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds of the membership agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot which is subject to assessments 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.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

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 Properties and for the improvements and maintenance of the Common Area, and of the exterior and yards of the homes situated upon the Properties if necessary.

Section 3. 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 Twenty and No/100 Dollars (\$120.00) 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 assessment may be increased each year not more than five per cent (5%) above the maximum assessment 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 five per cent (5%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessment 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, including fixtures and personal property related thereto, provided that any such assessment shall have assent of two-thirds (2/3) of the votes of the Membership who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or by proxies entitled to cast a majority of all the votes of the Membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, at the discretion of the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first (1st) day of the month following the conveyance of the Common Area. 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 thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from

the due date at a rate established by the Board of Directors so long as the rate does not exceed the highest rate allowed by Law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. In either event, the non-paying Owner shall pay for the cost of bringing the suit, including attorney's fees therefor, including attorney's fees incurred in appeal. 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 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, 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 Declarant. In the event said Declarant, its successors or assigns, fails to approve or disapprove such design and location within thirty (30) days after said 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. When the Declarant has conveyed all Lots to third parties, the rights and duties under this Article shall be assigned to the Board of Directors of the Association or to an architectural control committee composed of three (3) or more representatives appointed by said Board.

ARTICLE VI MAINTENANCE OF BUILDINGS AND GROUNDS

All lots, whether improved or not, shall be maintained in a clean and orderly condition, free from overgrown weeds and from rubbish. In the event any Lot is not so maintained, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot after giving the Owner ten (10) days' written notice of the violation, for the purpose of cutting and removing such overgrown weeds and rubbish. The expense thereof shall be charged to and paid by the Owner of such Lot. If not paid by said Owner within thirty (30) days after being provided with a written notice of such charge, the same shall become a lien upon such Lot until paid and may be collected by an action to foreclose said lien or by an action at law, at the discretion of the Board of Directors. In either event, the non-paying Owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor. In the event an Owner of any Lot shall fail to maintain the exterior of any improvements situated thereon in a manner satisfactory to the Board of Directors of the Association or the Architectural Control Committee appointed by the Board of Directors, the Association after approval of two-third (2/3) vote of the Board of Directors, and after giving the Owner ten (10) days' written notice of the violation, shall have the right, through its agents, to enter upon said Lot and to repair, maintain and

restore the exterior of the buildings and any other improvements erected thereon. The entry on said Lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. If not paid, the same procedure as stated above will be followed.

ARTICLE VII GENERAL RESTRICTIONS

Section 1. Land Use and Building Type. All lots in said subdivision shall be known, described and used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed thirty-five feet (35') in height, a private enclosed garage for at least one automobile, and a storage room or tool room attached to the dwelling or to the garage, but may not be free standing. Additionally, no garage or accessory building may be constructed prior to the construction of the main residence dwelling.

Section 2. Garages and Driveways. No open carport may be constructed and all residences must contain a garage. The inside dimensions of the garage shall be a minimum of 11 feet in width and 20 feet in length. Garage doors shall be made of fiberglass, wood or steel. Each garage shall have a service door to the outside in addition to the main garage door or doors. Garages shall be maintained as garages and shall not be converted to other uses. All dwellings shall have a paved driveway of concrete construction of at least 9 feet in width at the entrance to the garage.

Section 3. Dwelling Size. All residences to be constructed shall have a minimum of 950 square feet of living area. The living area is defined as that portion of the residence which has finished walls, ceilings and floors, which is insulated, and which is heated and air-conditioned by a central system. An air-conditioning system is optional; provided, however, that if this option is exercised, said air conditioning shall be by a central system. The floor space within the garage, breezeway, porch or unfinished storage area or utility room shall not be included within the living area for purposes of determining the minimum required area.

Section 4. Building Materials. The front of all residences, and in the case of corner lots the front and side of the residence facing the street, shall be constructed of brick, stucco, native stone, wood or other finished materials.

Section 5. Building Location. The principal residence building shall not be located nearer than 25 feet from the front property line, 7 1/2 feet from the side property line, nor 30 feet from the rear property line. In the case of corner lots, the side setback adjacent to the side street shall be a minimum of 15 feet.

Section 6. Signs. No sign of any kind shall be displayed to public view on any lot except one temporary sign of not more than 4 square feet in area advertising the property for sale or rent, or signs of like size used by builders to advertise the property during construction. No commercial flags, pennants or other such devices shall be allowed; provided, however, that this restriction shall not be applicable to Declarant or its successors or assigns.

Section 7. Fences. No fence or wall shall be constructed, erected or maintained on or around any portion of a lot that is within the minimum front building setback line,

nor, in any event, any closer to the front line than a line paralleling the front building wall of the residence dwelling where a dwelling is set back from the front line a greater distance than the required minimum set back. Within the other portions of the lot, no fence or wall shall be erected which is greater than 6 feet in height. No material shall be used for any fence or wall other than chain link, redwood, or other solid wood, brick or stone. No exposed concrete block shall be used.

The Declarant has constructed a 6-foot concrete block retaining wall in Westmoor, Phase IV B and D along the rear lot lines of Lots 275 through and including Lot 282. Each future Owner of the above-described Lots shall have the obligation to maintain that portion of said wall, if any, on his/her particular lot in a manner consistent with these restrictions. Should any owner of the above-described lots fail to maintain that portion of the wall lying on his/her lot, then, in that event, the Association shall have the right to maintain the same and assess said owner for the expense of said maintenance. The failure to maintain said wall shall give rise to a lien as set forth under Article IV of these restrictions.

Section 8. Animals. No animals, fowl or reptiles shall be kept on or in lots except for caged birds kept as pets and domestic dogs and cats; provided that such dogs and cats shall not be allowed off the premises of owner's site except on a leash. In no event shall such pets be kept, bred, or maintained for any commercial purpose.

Section 9. Temporary Structures. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or other such building shall be placed upon the lots at any time; provided, however, that this prohibition shall not apply to shelters used by the contractors or Declarant during the construction or sale of the main dwelling houses, it being clearly understood that these temporary shelters may not, at any time, be used as residences or permitted to remain on the lots after the completion of the construction or sales.

Section 10. Garbage and Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other rubbish shall be kept in sanitary containers and, except during pick up if required to be placed at the curb, all garbage containers if visible from the street in front of house shall be either completely recessed in the ground or located within a structural enclosure of at least 36 inches in height.

Section 11. Mechanical Features. All exterior pumps, motors, air conditioning compressor, storage tanks and other mechanical features shall be screened from view if visible from the street in front of house either by a decorative structure 36 inches in height or mature landscaping materials capable of obstructing the view from the street.

Section 12. Easements. Easements for installation and maintenance of utilities, drainage facilities, private landscape and wall are reserved as shown on the recorded plat. Within said utilities and drainage facility easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company or the WESTMOOR HOMEOWNERS ASSOCIATION, INC. is responsible.

Section 13. Offensive Activity. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

Section 14. Vehicles and Repair. The parking of commercial vehicles, which description shall include but not be limited to trucks, truck-tractors, semi-trailers and commercial trailers, as well as the parking of any travel or recreational trailer, including self-propelled motor homes and including boats, at any time on driveways or on the public street or streets of said subdivision, is prohibited except for loading and unloading purposes. Boats and/or boat trailers shall be parked either within an enclosed fence or structure in an area to the rear of a line parallel to the front wall of the dwelling. Recreational vehicles shall not be visible from the street or streets within the subdivision and shall be parked in accordance with the Orange County Zoning Regulations. There will be no parking of other vehicles on any area of the lot except areas paved for that purpose. There shall be no major repairs performed on any motor vehicle on or adjacent to any lot in the subdivision or on the public street or streets of said subdivision.

Section 15. Sod. The front, side and rear yards of all lots in the subdivision shall be sodded excepting only paved areas, patios, shrubbery and flower beds.

Section 16. Sidewalks and Driveways. Sidewalks and driveways shall be installed by the lot owners in accordance with the requirements and specifications of Orange County, Florida.

ARTICLE IX - GENERAL PROVISIONS

Section 1. Term. These covenants shall remain in full force and run with the land and bind the land for a term of twenty (20) years from the date this instrument is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. So long as Declarant owns one or more lots in this subdivision, Declarant may change these restrictions in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Orange County, Florida. Thereafter this Declaration may be amended during the first twenty year period by an instrument signed by not less than ninety percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent of the Lot Owners. Any amendment must be in writing.

Section 3. Enforcement. The Declarant, so long as it owns one or more Lots in the Properties, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants or reservations of this Declaration and any amendment thereto. It is expressly understood and agreed that all costs, including reasonable attorney's fees incurred by the moving party in any legal proceedings which result in the successful enforcement of any covenant or restriction contained herein shall be borne in full by the defendant in such proceeding. Failure by the Declarant, the Association, or any Owner to enforce any covenant 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, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this instrument and affixed its corporate seal thereto on this 24th day of February, 1988.

Signed, sealed and delivered in the presence of:

MAGNOLIA SERVICE CORPORATION

Carolee A. Hawks

By:

William W. Tew,
Vice President

Carolyn Dr. Hise

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared William W. Tew, well known to me to be the Vice President of Magnolia Service Corporation, a Florida corporation, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

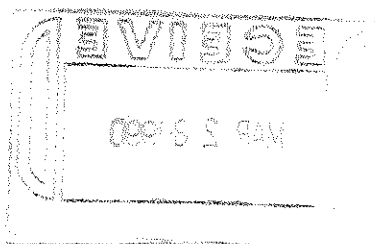
WITNESS my hand and official seal, in the County and State last aforesaid this 24th day of February, 1988.

Carolee A. Hawks
Notary Public, State of Florida

My Commission Expires:
Notary Public State of Florida at Large
My Commission expires Sept. 1, 1990

RECORDED & RECORD VERIFIED

Glenn H. Locke
County Comptroller, Orange Co., FL



Rec Fee \$ 33.00 MARTHA O. RAYTHE,
Add Fee \$ 4.50 Orange County
Doc Tax \$ Comptroller
Int Tax \$ By na
Total \$ 37.50 Deputy Clerk

3321286 ORANGE CO. FL.
09:41:00AM 08/17/89

OR4107PG0744

SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WESTMOOR, PHASE IV-E

KNOW ALL MEN BY THESE PRESENTS, That this Supplemental Declaration of Covenants, Conditions and Restrictions (Supplemental Declaration), made and entered into this 14th day of July, 1989, by MAGNOLIA SERVICE CORPORATION, a Florida corporation, hereinafter referred to as Declarant,

WITNESSETH, That

WHEREAS, Declarant is the owner of the following described property,

Lots 262 thru 272, and Lots 280 thru 286, inclusive, WESTMOOR, PHASE IV-E, according to the Plat thereof as recorded in Plat Book 24, Page 38 & 39, Public Records of Orange County, Florida; and

WHEREAS, pursuant to that certain Supplemental Declaration of Covenants, Conditions and Restrictions dated December 17, 1987, and recorded in O. R. Book 3944, Page 3457, Public Records of Orange County, Florida, the above described property was annexed to the Property described in the Original Declaration of Covenants, Conditions and Restrictions as defined in said Supplemental Declaration; and,

WHEREAS, Declarant under Article VII of said Supplemental Declaration reserved the right to impose additional general restrictions upon the above described property upon the platting of record of said property,

NOW, THEREFORE, Declarant hereby declares that WESTMOOR, PHASE IV-E shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to WESTMOOR HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property heretofore described.

Section 4. "Common Area" shall mean all real property including the improvements thereon owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded map or plat of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Magnolia Service Corporation, a Florida corporation, its successors and assigns.

This instrument prepared by:
CANDICE H. HAWKS
MAGNOLIA SERVICE CORP.
P.O. BOX 2249
ORLANDO, FL 32802

See amended
attached

37.50

ARTICLE II PROPERTY RIGHTS

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

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(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 sixty (60) days for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds of the membership agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot which is subject to assessments 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.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

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 Properties and for the improvements and maintenance of the Common Area, and of the exterior and yards of the homes situated upon the Properties if necessary.

Section 3. 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 Twenty and No/100 dollars (\$120.00) 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 assessment may be increased each year not more than five per cent (5%) above the maximum assessment 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 five per cent (5%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessment 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, including fixtures and personal property related thereto, provided that any such assessment shall have assent of two-thirds (2/3) of the votes of the Membership who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or by proxies entitled to cast a majority of all the votes of the Membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, at the discretion of the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first (1st) day of the month following the conveyance of the Common Area. 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 thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate established by the Board of Directors so long as the rate does not exceed the highest rate allowed by Law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. In either event, the non-

paying Owner shall pay for the cost of bringing the suit, including attorney's fees therefor, including attorney's fees incurred in appeal. 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 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, 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 Declarant. In the event said Declarant, its successors or assigns, fails to approve or disapprove such design and location within thirty (30) days after said 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. When the Declarant has conveyed all Lots to third parties, the rights and duties under this Article shall be assigned to the Board of Directors of the Association or to an architectural control committee composed of three (3) or more representatives appointed by said Board.

ARTICLE VI MAINTENANCE OF BUILDINGS AND GROUNDS

All lots, whether improved or not, shall be maintained in a clean and orderly condition, free from overgrown weeds and from rubbish. In the event any Lot is not so maintained, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot after giving the Owner ten (10) days' written notice of the violation, for the purpose of cutting and removing such overgrown weeds and rubbish. The expense thereof shall be charged to and paid by the Owner of such Lot. If not paid by said Owner within thirty (30) days after being provided with a written notice of such charge, the same shall become a lien upon such Lot until paid and may be collected by an action to foreclose said lien or by an action at law, at the discretion of the Board of Directors. In either event, the non-paying Owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor. In the event an Owner of any Lot shall fail to maintain the exterior of any improvements situated thereon in a manner satisfactory to the Board of Directors of the Association or the Architectural Control Committee appointed by the Board of Directors, the Association after approval of two-third (2/3) vote of the Board of Directors, and after giving the Owner ten (10) days' written notice of the violation, shall have the right, through its agents, to enter upon said Lot and to repair, maintain and restore the exterior of the buildings and any other improvements erected thereon. The entry on said Lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. If not paid, the same procedure as stated above will be followed.

OR4107PG0747

ARTICLE VII
GENERAL RESTRICTIONS

Section 1. Land Use and Building Type. All lots in said subdivision shall be known, described and used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed thirty-five feet (35') in height, a private enclosed garage for at least one automobile, and a storage room or tool room attached to the dwelling or to the garage, but may not be free standing. Additionally, no garage or accessory building may be constructed prior to the construction of the main residence dwelling.

Section 2. Garages and Driveways. No open carport may be constructed and all residences must contain a garage. The inside dimensions of the garage shall be a minimum of 11 feet in width and 20 feet in length. Garage doors shall be made of fiberglass, wood or steel. Each garage shall have a service door to the outside in addition to the main garage door or doors. Garages shall be maintained as garages and shall not be converted to other uses. All dwellings shall have a paved driveway of concrete construction of at least 9 feet in width at the entrance to the garage.

Section 3. Dwelling Size. All residences to be constructed shall have a minimum of 950 square feet of living area. The living area is defined as that portion of the residence which has finished walls, ceilings and floors, which is insulated, and which is heated and air-conditioned by a central system. An air-conditioning system is optional; provided, however, that if this option is exercised, said air conditioning shall be by a central system. The floor space within the garage, breezeway, porch or unfinished storage area or utility room shall not be included within the living area for purposes of determining the minimum required area.

Section 4. Building Materials. The front of all residences, and in the case of corner lots the front and side of the residence facing the street, shall be constructed of brick, stucco, native stone, wood or other finished materials.

Section 5. Building Location. The principal residence building shall not be located nearer than 25 feet from the front property line, 7 1/2 feet from the side property line, nor 30 feet from the rear property line. In the case of corner lots, the side setback adjacent to the side street shall be a minimum of 15 feet.

Section 6. Signs. No sign of any kind shall be displayed to public view on any lot except one temporary sign of not more than 4 square feet in area advertising the property for sale or rent, or signs of like size used by builders to advertise the property during construction. No commercial flags, pennants or other such devices shall be allowed; provided, however, that this restriction shall not be applicable to Declarant or its successors or assigns.

Section 7. Fences. No fence or wall shall be constructed, erected or maintained on or around any portion of a lot that is within the minimum front building setback line, nor, in any event, any closer to the front line than a line paralleling the front building wall of the residence dwelling where a dwelling is set back from the front line a greater distance than the required minimum set back. Within the other portions of the lot, no fence or wall shall be erected which is greater than 6 feet in height. No material shall be used for any fence or wall other than chain link, redwood, or other solid wood, brick or stone. No exposed concrete block shall be used. The provisions of this paragraph shall not be applicable to the screen wall to be constructed by Declarant on the rear of certain lots, including lots 272, 280 and 281.

Section 8. Animals. No animals, fowl or reptiles shall be kept on or in lots except for caged birds kept as pets and domestic dogs and cats; provided that such dogs and cats shall not be allowed off the premises of owner's site except on a leash. In no event shall such pets be kept, bred, or maintained for any commercial purpose.

Section 9. Temporary Structures. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or other such building shall be placed upon the lots at any time; provided, however, that this prohibition shall not apply to shelters used by the contractors or Declarant during the construction or sale of the main dwelling houses, it being clearly understood that these temporary shelters may not, at any time, be used as residences or permitted to remain on the lots after the completion of the construction or sales.

Section 10. Garbage and Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other rubbish shall be kept in sanitary containers and, except during pick up if required to be placed at the curb, all garbage containers if visible from the street in front of house shall be either completely recessed in the ground or located within a structural enclosure of at least 36 inches in height.

Section 11. Mechanical Features. All exterior pumps, motors, air conditioning compressor, storage tanks and other mechanical features shall be screened from view if visible from the street in front of house either by a decorative structure 36 inches in height or mature landscaping materials capable of obstructing the view from the street.

Section 12. Easements. Easements for installation and maintenance of utilities, drainage facilities, private landscape and wall buffer are reserved as shown on the recorded plat. Within said utilities and drainage facility easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said easements. The easement area, including the wall buffer, on each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company or the WESTMOOR HOMEOWNERS ASSOCIATION, INC. is responsible.

Section 13. Offensive Activity. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

Section 14. Vehicles and Repair. The parking of commercial vehicles, which description shall include but not be limited to trucks, truck-tractors, semi-trailers and commercial trailers, as well as the parking of any travel or recreational trailer, including self-propelled motor homes and including boats, at any time on driveways or on the public street or streets of said subdivision, is prohibited except for loading and unloading purposes. Boats and/or boat trailers shall be parked either within an enclosed fence or structure in an area to the rear of a line parallel to the front wall of the dwelling. Recreational vehicles shall not be visible from the street or streets within the subdivision and shall be parked in accordance with the Orange County Zoning Regulations. There will be no parking of other vehicles on any area of the lot except areas paved for that purpose. There shall be no major repairs performed on any motor vehicle on or adjacent to any lot in the subdivision or on the public street or streets of said subdivision.

Section 15. Sod. The front, side and rear yards of all lots in the subdivision shall be sodded excepting only paved areas, patios, shrubbery and flower beds.

Section 16. Sidewalks and Driveways. Sidewalks and driveways shall be installed by the lot owners in accordance with the requirements and specifications of Orange County, Florida.

ARTICLE IX GENERAL PROVISIONS

Section 1. Term. These covenants shall remain in full force and run with the land and bind the land for a term of twenty (20) years from the date this instrument is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. So long as Declarant owns one or more lots in this subdivision, Declarant may change these restrictions in whole or in part by executing a written instrument making said changes and having the same duly recorded in Public Records of Orange County, Florida. Thereafter this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be in writing.

Section 3. Enforcement. The Declarant, so long as it owns one or more Lots in the Properties, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants or reservations of this Declaration and any amendment thereto. It is expressly understood and agreed that all costs, including reasonable attorney's fees incurred by the moving party in any legal proceedings which result in the successful enforcement of any covenant or restriction contained herein shall be borne in full by the defendant in such proceeding. Failure by the Declarant, the Association, or any Owner to enforce any covenant 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, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this instrument and affixed its corporate seal thereto on this 14th day of July, 1989.

Signed, sealed and delivered
in the presence of:

Andrew V. Hawks
Sherry B. Kunze

STATE OF FLORIDA
COUNTY OF ORANGE

MAGNOLIA SERVICE CORPORATION

By: [Signature]

William W. Tew, Vice President

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the County aforesaid, to take acknowledgments, personally appeared William W. Tew, well known to me to be the Vice President of Magnolia Service Corporation, a Florida

Rec Fee \$ 0.00 MAGNOLIA SERVICE CORP.
Add Fee \$ 1.00 Orange County
Doc Tax \$ - Comptroller
Int Tax \$ - By ADL
Total \$ 6.00 Deputy Clerk

FIRST AMENDMENT TO SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WESTMOOR, PHASE IV-E

THIS FIRST AMENDMENT is made this 13th day of February, 1990, by Magnolia Service Corporation, a Florida corporation (hereinafter referred to as "Declarant"),

WITNESSETH:

3446052 ORANGE CO. FL.
01:31:20PM 02/14/90

ORL 157PG1981

WHEREAS, Declarant is the owner of real property located in Westmoor, Phase IV-E, Plat Book 24, Pages 38 and 39 of the Public Records of Orange County, Florida; and

WHEREAS, Pursuant to the provisions of Article IX, Section 2 of that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Westmoor, Phase IV-E, as recorded in Official Records Book 4107 Page 0744, Public Records of Orange County, Florida, Declarant has the right to amend the said Supplemental Declaration,

NOW, THEREFORE, Declarant hereby amends the said Supplemental Declaration, in the following manner:

1. Article IX, "General Provisions", Section 2. "Amendment" is hereby deleted in its entirety and the following Section substituted in lieu thereof:

"Section 2. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be in writing and recorded in the Public Records of Orange County, Florida."

2. Except as modified by this First Amendment, the Supplemental Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, has caused this instrument to be signed in its name and its corporate seal to be affixed hereto on the day and year first above written.

Signed, sealed and delivered in the presence of:

Candice L. Hawks
Sherry B. Kunze

STATE OF FLORIDA
COUNTY OF ORANGE

MAGNOLIA SERVICE CORPORATION

By: WJZ

WILLIAM W. TEW, VICE PRESIDENT

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared William W. Tew, well known to me to be the Vice President of Magnolia Service Corporation, a Florida corporation, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS, my hand and official seal in the county and State last aforesaid this 13th day of February, 1990.

Candice L. Hawks
Notary Public, State of Florida
My Commission Expires: 9/1/90

This instrument prepared by:
CANDICE H. HAWKS
MAGNOLIA SERVICE CORP.
P.O. BOX 2249
ORLANDO, FL 32302

RECORDED & RECORD VERIFIED
Martha O. Naymi
County Comptroller, Orange Co., FL

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WESTMOOR HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on September 19, 1983, as shown by the records of this office.

The charter number of this corporation is 770280.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
21st day of September, 1983.



CER-101

George Firestone
Secretary of State

ARTICLES OF INCORPORATION
OF
WESTMOOR HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Florida Statute 617, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is WESTMOOR HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The principal place of business of this corporation shall be located at 71 E. Church Street, Orlando, Florida, or at such other place or places as may be designated from time to time by the Board of Directors.

ARTICLE III

Donald R. Greer, 71 E. Church Street, Orlando, Florida, is appointed resident agent for service of process of this corporation, subject to the right of this corporation to change the name in the manner provided by the laws of the State of Florida.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION. This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide maintenance and preservation to the common areas within that certain property described as:

WESTMOOR PHASE I, as recorded in Plat Book 12, pages 79 & 80, Public Records of Orange County, Florida, said common area described as Tract "A" of said plat,

and to promote the health, safety and welfare of the residents within the said WESTMOOR, PHASE I subdivision and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the said WESTMOOR, PHASE I and recorded in the Public Records of Orange County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, Magnolia Service Corporation, 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 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, Magnolia Service Corporation, and shall be entitled to three (3) votes for each Lot owned. The class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 1988.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than seven (7), who need not be members of the Association so long as there exists Class B membership. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
Donald R. Greer	71 E. Church St., Orlando, FL 32801
Grady H. Hadden	71 E. Church St., Orlando, FL 32801
Jackie C. Wright	71 E. Church St., Orlando, FL 32801

At the annual meetings the members shall elect the Directors for the next ensuing year.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. The following named persons shall serve as officers until the first election of officers is conducted by the Board of Directors:

President:	Donald R. Greer 71 E. Church Street Orlando, Florida 32801
Vice-President:	Grady H. Hadden 71 E. Church Street Orlando, Florida 32801
Secretary-Treasurer:	Jackie C. Wright 71 E. Church Street Orlando, Florida 32801

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate agency to be used for purposes similar to those for which this Association was formed. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or organization

to be devoted to such similar purposes. This procedure shall be subject to court approval on dissolution pursuant to F.S. 617.05.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendment of these Articles shall require the assent of 75% of the entire membership.

ARTICLE XII

BY-LAWS

The By-Laws shall be adopted by the Directors at their first meeting. The By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership. In the case of any conflict between the Articles of Incorporation and the By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and the By-Laws, the Declaration shall control.

ARTICLE XIII

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, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

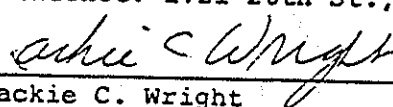
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 9th day of September 1983.


Donald R. Greer

Residence: 1119 Oakdale Street, Winderemere
FL 32786

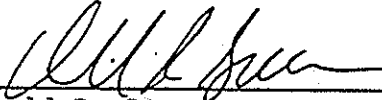

Grady H. Hadden

Residence: 1721 26th St., Orlando, FL 32805


Jackie C. Wright

Residence: 605 Ramona Lane, Orlando FL 32805

Acceptance of designation as registered agent: DONALD R. GREER
does hereby accept the foregoing designation as registered agent for the
corporation for service of process as to the above corporation.

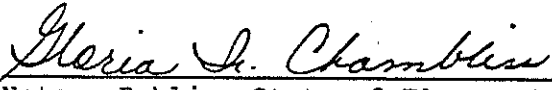


Donald R. Greer
71 E. Church Street
Orlando, Florida 32801
Residence Address: 1119 Oakdale Street
Windermere, Florida 32786

STATE OF FLORIDA

COUNTY OF ORANGE

Before me, a Notary Public, personally appeared DONALD R. GREER,
GRADY H. HADDEN, AND JACKIE C. WRIGHT, to me know to be persons described
as Incorporators and who executed the foregoing Articles of Incorporation
and acknowledged before me that they subscribed to these Articles of
Incorporation on September 9th, 1983.



Notary Public, State of Fla. at Large

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 14 1984
BONDED, THRU GENERAL INS. UNDERWRITERS.

BY-LAWS
OF
WESTMOOR HOMEOWNERS ASSOCIATION, INC.
ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is Westmoor Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 71 East Church Street Orlando, Florida 32801 but meetings of members and directors may be held at such places within the State of Florida, County of Orange, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Westmoor Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Magnolia Service Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Comptroller, Orange County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock, P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth ($\frac{1}{4}$) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth ($\frac{1}{10}$) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of ~~three~~ at least three (3) but not more than seven (7) directors, who need not be members of the Association so long as there is a Class B membership.

Section 2. Term of Office. At the ~~first~~ annual meeting the members shall elect ~~three~~ the directors for a term of one year, ~~three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.~~

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth ($\frac{1}{4}$) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create. The Secretary and the Treasurer may be the same person.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12 percent per annum, and the Association may bring action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WESTMOOR HOMEOWNERS ASSOCIATION, INC., CORPORATION

Not for Profit - Florida

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the _____
WESTMOOR HOMEOWNERS ASSOCIATION, INC. _____ Association, have hereunto
set our hands this _____ day of _____, 19____.

(add appropriate acknowledgment)

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the _____
_____ Association, a _____
(State)

corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association,
as duly adopted at a meeting of the Board of Directors thereof, held on the
_____ day of _____, 19____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal
of said Association this _____ day of _____, 19____.

Secretary