

**EXHIBIT A**

**COUNTRY CHASE COMMUNITY ASSOCIATION II, INC.**

1. Declaration of Covenants, Conditions and Restrictions for Country Chase II, dated June 23, 1995 and recorded at Official Records Book 4916, Page 4884, Public Records of Orange County, Florida on July 14, 1995.
2. First Supplemental Declaration of Covenants, Conditions and Restrictions for Country Chase II, dated May 10, 1996 and recorded at Official Records Book 5057, Page 1243, Public Records of Orange County, Florida on May 13, 1996.
3. Second Supplemental Declaration of Covenants, Conditions and Restrictions for Country Chase II, dated April 18, 1997 and recorded at Official Records Book 5243, Page 4546, Public Records of Orange County, Florida on May 1, 1997.
4. Articles of Incorporation of Country Chase Community Association II, Inc., dated April 7, 1995 and filed with the State on April 11, 1995.

CC2001 - Exhibit A  
02/05/09 - jsf

Prepared By & Return To:  
Gary M. Kaleita, Esquire  
Lowndes, Drosdick, Doster, Kantor  
& Reed, P.A.  
215 North Eola Drive  
Orlando, Florida 32802

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRY CHASE II**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRY CHASE II** (the "Declaration") is made and executed this 23<sup>rd</sup> day of June, 1995 by **LAUREL HOMES, INC.**, a Florida corporation (hereinafter referred to as the "Declarant"), joined by **AMERICAN HERITAGE HOLDING CORPORATION**, a Delaware corporation (hereinafter referred to as "American");

### **WITNESSETH:**

**WHEREAS**, Declarant and American together comprise the owners of certain property situated in the County of Orange, State of Florida, being more particularly described as follows, to wit:

Lots 166 through 216, **COUNTRY CHASE, UNIT 4**, according to the Plat thereof as recorded in Plat Book 34, Page 64 of the Public Records of Orange County, Florida

(hereinafter referred to as "Country Chase, Unit 4"); and

**WHEREAS**, pursuant to the above-described Plat of Country Chase, Unit 4, Declarant has dedicated to the public certain rights-of-way and easements for the uses and purposes set forth on said Plat; and

**WHEREAS**, Declarant has constructed or intends to construct a masonry privacy wall for the benefit of the Properties, as defined in this Declaration, within that portion of the Additional Property, as defined in this Declaration, which is more particularly described on **Exhibit "A"** attached hereto (hereinafter referred to as the "Wall Easement Area"); and

**WHEREAS**, Declarant has constructed or intends to construct certain additional improvements for the benefit of the Properties, as defined in this Declaration, including, without limitation, certain entrance area landscaping, signage and irrigation facilities located within that portion of the Additional Property which is more particularly described on **Exhibit "B"** attached hereto (hereinafter referred to as the "Entrance Easement Area"); and

**WHEREAS**, it is the intention of Declarant that the Common Area, as defined in this Declaration, including, without limitation, the Wall Easement Area and the Entrance Easement Area, be maintained by the Association, as defined in this Declaration; and

**WHEREAS**, Declarant has formed the Association, as defined in this Declaration, for the purposes set forth in this Declaration; and

**WHEREAS**, Declarant desires by the execution hereof to (i) provide for the maintenance by the Association of the Common Area, as defined in this Declaration, and (ii) subject the Properties, as defined in this Declaration, to the various easements, restrictions, covenants and conditions hereinafter described; and

**WHEREAS**, American has joined in the execution hereof to manifest its consent to the terms and provisions of this Declaration and its agreement to be bound hereby.

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

OR Bk 4916 Pg 4885  
Orange Co FL 5288352

## **ARTICLE I DEFINITIONS**

**Section 1.** "Additional Property" shall mean the real property described on **Exhibit "C"** attached hereto, which may hereafter be brought within the jurisdiction of the Association pursuant to Article VII, Section 4(a) of this Declaration pursuant to the provisions of such Article.

**Section 2.** "Association" shall mean and refer to Country Chase Community Association II, Inc., a Florida not-for-profit corporation and its successors and assigns.

**Section 3.** "Builder" shall mean and refer to a builder or contractor duly licensed in the State of Florida and having all the necessary and required governmental approvals and permits to construct detached single-family residential units on a vacant Lot.

**Section 4.** "Common Area" shall mean and refer to the Wall Easement Area and the Entrance Easement Area, both of which are to be maintained by the Association for the benefit of the Owners, as well as such other common improvements now or hereafter located within the Properties or adjacent thereto and which are designated as such on the Plat(s) or otherwise by the Association, all of which are to be maintained by the Association for the benefit of the Owners.

**Section 5.** "Declarant" shall mean and refer to Laurel Homes, Inc., a Florida corporation.

**Section 6.** "Lot" shall mean and refer to those residential Lots depicted on the Plat.

**Section 7.** "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 part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 8.** "Plat" shall mean and refer to the recorded subdivision Plat of Country Chase, Unit 4, as hereinbefore described, and such additional subdivision plats as may hereafter be recorded with respect to any property which may be brought within the jurisdiction of the Association pursuant to Article VII, Section 4 of this Declaration.

**Section 9.** "Properties" shall mean and refer to the residential Lots, depicted on the Plat of Country Chase, Unit 4, as hereinbefore described, or any portion thereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association pursuant to Article VII, Section 4 of this Declaration.

OR Bk 4916 Pg 4886  
Orange Co FL 5288352

## ARTICLE II PROPERTY RIGHTS

**Section 1.** Dedication of Common Area. Declarant hereby dedicates the Common Area to the Association for the use, benefit and enjoyment of the Owners.

**Section 2.** Owners' Easements of Enjoyment. The Association and 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.

### 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.

**Section 2.** The Association shall have two (2) 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 (1) 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 (1) vote be cast with respect to any Lot.

**Class B.** The Class B member(s) 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 December 31, 1999.

OR BK 4916 Pg 4887  
Orange Co FL 5288352

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

**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 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 attorneys' 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 attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when 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 health, safety and welfare of the Owners and residents of each Lot within the Properties and for the improvement, preservation and maintenance of the Common Area.

**Section 3. Maximum Annual Assessment.** The maximum annual assessment for the year commencing January 1, 1996, the date of commencement of annual assessments as provided in Section 7 of this Article IV, shall be NINETY-SIX AND NO/100 DOLLARS (\$96.00) per Lot.

(a) From and after January 1, 1997, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1997, the maximum annual assessment may be increased above five percent (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 Section 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 the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 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, quarterly or annual basis.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots on January 1, 1996. Declarant covenants and agrees to maintain the Common Area at its sole cost and expense through and including December 31, 1995, after which the Association shall assume maintenance responsibility therefor as herein provided (except for such maintenance of easement areas as is required to be performed by Owners or occupants of Lots pursuant to subparagraph (l) of Article VI of this Declaration). 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 Non-Payment 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 twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's 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.

DR Bk 4916 Pg 4889  
Orange Co FL 5288352

## ARTICLE V ARCHITECTURAL CONTROL

**Section 1. Architectural Control.** No building, fence, wall or other structure shall be commenced, erected or constructed upon any Lot, nor shall any exterior addition to or change or alteration of an existing structure be made until the plans and specification showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location in relation to surrounding structures and topography.

**Section 2. Committee Membership.** For so long as there is a vacant Lot(s) owned by Declarant, or a Builder who purchased such Lot from the Declarant for the purpose of constructing thereon a detached single-family residential unit for resale to a third party, the Architectural Control Committee shall consist of three (3) persons appointed by the Declarant and during such time, Declarant shall be entitled to appoint any successor members of the Architectural Control Committee. However, the Declarant shall at any time have the right to waive its right to appoint the members of the Architectural Control Committee. Thereafter, the Architectural Control Committee shall consist of three (3) persons appointed by the Board of Directors of the Association in accordance with the Bylaws of the Association. The members of the Committee shall not be entitled to any compensation for services performed in such capacities.

**Section 3. Committee Procedure.** The Architectural Control Committee shall have thirty (30) days following its receipt of full and complete plans and specifications, and any changes or amendments thereto, within which to approve or disapprove the same in writing. In the event the same are not approved or disapproved within said thirty (30) day period and no suit to enjoin construction pursuant to such plans and specifications has been filed prior to the completion of such construction then such approval will not be required and will be deemed to have been waived by the Association.

OR Bk 4916 Pg 4890  
Orange Co FL 5288352

## ARTICLE VI RESTRICTIVE COVENANTS

Each Lot within the Properties is hereby declared to be subject to and burdened and encumbered by the following restrictive covenants, which shall run with the title to and bind all parties having any right, title or interest therein, their heirs, successors and assigns, and shall inure to the benefit of all Owners, the Association and the Declarant:

(a) No Lot shall be used except for residential purposes. No building shall be erected, altered, placed nor permitted to remain on any Lot other than one detached single family dwelling not to exceed two (2) stories in height, together with private garage, and also together with such appurtenant structures as are incidental to a residential use and as may be approved by the Architectural Control Committee. Homes may be used by builders as model houses for sales purposes during the construction and sales period.

(b) No dwelling shall be permitted to be constructed or maintained on any Lot in which the living area of the main structure, exclusive of open porches and garages, shall be less than the minimum square footage permitted by applicable law, including without limitation, the zoning and building code(s) applicable thereto.



(c) No dwelling shall be constructed on a plot having an area of less than the minimum square footage required by applicable law. The minimum plot width and dwelling setback distances from plot boundaries shall all be as required by applicable law.

(d) No structure of a temporary or mobile character shall be used on any Lot at any time as a residence either temporarily or permanently; provided, however, that temporary or mobile structures may be used by builders for a field or sales office or for storage during the construction and sales period.

(e) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(f) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot; except dogs, cats, and other generally recognized household pets may be kept, provided they are reasonable in number, and provided further that they are not maintained or bred for any commercial purpose and that proper restraint and control are used in their keeping.

(g) No sign of any kind shall be displayed to the public view on any Lot with the exception of (i) one sign of not more than four square feet advertising the Lot for sale or rent, and (ii) signs used by builders to advertise Lots during the construction and sales period, which may be of any size.

(h) All Lots shall be maintained in a clean and sanitary condition. Each Lot shall at all times be maintained in an aesthetically attractive appearance and there shall be removed therefrom all debris, dead growth and fallen vegetation. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. No burning of refuse shall be allowed on any Lot. No Owner or occupant of any Lot shall utilize the premises for the open storage of any abandoned motor vehicle, ice box, refrigerator, stove, glass, building material, building rubbish, or similar items. It shall be the duty and responsibility of every such Owner or occupant of any Lot to keep such Lot clean and to remove from such Lot all such abandoned items listed above, including but not limited to trash, garbage, and debris. For the purposes of this section, an abandoned motor vehicle is one that is currently unlicensed or in a state of disrepair or incapable of being moved under its own power.

(i) All fences, walls and landscape improvements which have been erected or installed on any Lot by Declarant or the Association in order to comply with local governmental requirements or the provisions of this Declaration shall not be altered by the Owner or occupant thereof. In the event of damage or destruction of the same arising out of the intentional or negligent acts or omissions of any Owner or occupant,

it shall be the responsibility of the Owner or occupant to promptly repair, replace or restore the wall, fence or landscape improvements to the original condition thereof.

(j) The overnight parking or storage of recreational vehicles, motor homes, campers, boats, trailers of any type or trucks of any nature larger than one (1) ton capacity shall not be allowed on any right-of-way nor on any Lot closer to any street than the building setback distance permitted by applicable law for that street.

(k) No fence or wall shall be erected, placed or altered on any Lot closer to any street than the building set back distance permitted by applicable law for that street.

(l) Easements for installation and maintenance of utilities and drainage facilities are dedicated as shown on the Plat. No structure, planting, or other material shall be placed nor permitted to remain within such easements which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in such easements, or which may obstruct or retard the flow of water through drainage channels in such easements. The Owner or occupant of each Lot shall continuously maintain the grass and landscaping in any easement area contained in such Owner's Lot, as well as all improvements located therein except for those improvements for which the Declarant, the Association or a public authority or utility company is responsible.

OR Bk 4916 Pg 4892  
Orange Co FL 5288352

## ARTICLE VII GENERAL PROVISIONS

**Section 1. Enforcement.** The Association, the Declarant and any Owner shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. 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 recorded.

**Section 4. Annexation.**

(a) The Additional Property and Common Areas located therein may be annexed by the Declarant without the consent of the Members so long as the Declarant owns the Additional Property (or a portion thereof) to be so annexed.

(b) Additional residential property and Common Areas located therein, except as otherwise provided in Sub-paragraph (a) above, may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

(c) Upon annexation of the Additional Property or any portion thereof, the Owners of Lots within the Additional Property so annexed for all intents and purposes shall be deemed to be members of the Association in accordance with the provisions of this Declaration, and the Additional Property so annexed shall be and become part of the Property for the purposes of this Declaration. The Owners of such Lots shall be subject to the rules, regulations and bylaws of the Association in the same manner and with the same effect as the original Lot Owners and shall have the same rights and obligations as to the Common Areas as the original Lot Owners. When the Additional Property or any portion thereof is annexed, either the Declarant (as to the any Additional Property annexed pursuant to Sub-paragraph (a) above) or the Association (as to property annexed pursuant to Sub-paragraph (b) above), joined by the record fee simple owner of the Additional Property being annexed, if applicable, shall file a Supplemental Declaration among the Public Records of Orange County, Florida, which Supplemental Declaration shall reference this Declaration and shall contain the legal description of the Additional Property annexed. Such Supplemental Declaration or a separate Supplemental Declaration may contain special provisions and restrictions which apply only to the Additional Property being annexed, but such special provisions and restrictions shall not contravene any of the provisions of this Declaration. Notwithstanding any other provision of this Declaration to the contrary, the Supplemental Declaration adding such Additional Property shall not be required to be executed by any existing Owners.

**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 land other than the Additional Property and Common Areas located therein described on Exhibit "C," dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

**Section 6. Mortgaging/Conveyance of Common Area.** The Common Area may not be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the votes of the Class A members.


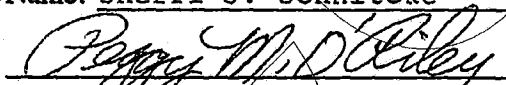
**Section 7. Merger of Association with Country Chase Community Association, Inc.** Country Chase Community Association, Inc., a Florida not-for-profit corporation (the "Other Association") is an association formed for the purpose of maintaining certain common areas and

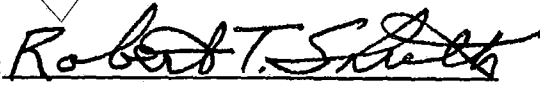
other common improvements within certain real property contiguous to the Properties and encumbered by that certain Restated Declaration of Covenants, Conditions and Restrictions for Country Chase dated October 16, 1989 and recorded October 17, 1989 in Official Records Book 4124, Page 2548, as supplemented pursuant to that certain First Supplemental Declaration of Covenants, Conditions and Restrictions for Country Chase dated November 29, 1989 and recorded December 4, 1989 in Official Records Book 4137, Page 2321, as further supplemented pursuant to that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for Country Chase dated April 10, 1991 and recorded April 16, 1991 in Official Records Book 4278, Page 1244, all of the Public Records of Orange County, Florida (collectively referred to herein as the "Other Declaration"). Because the Common Areas maintained by the Other Association pursuant to the Other Declaration consist of amenities and improvements which benefit both the Properties subject to the Other Declaration and the Properties subject to this Declaration, it may be appropriate and desirable for the cost and expense of maintaining those Common Areas to be equitably shared by the Owners of the Properties subject to the Other Declaration and the Owners of the Properties subject to this Declaration. To that end, at any time hereafter, at the sole option of the Other Association, the Other Association may require the merger of the Association with the Other Association, which shall be the surviving corporation. Any such merger shall be made in compliance with the provisions of Sections 617.1101-617.1106, Florida Statutes (1994), or other applicable statutory requirements, and the Association shall cooperate with the Other Association to insure that all requirements and obligations in connection therewith are met in order to effectuate such a merger. Upon the merger of the Association and Other Association, as set forth above, this Declaration, and all of its terms, covenants, conditions and restrictions shall be deemed to be consolidated with and superseded by the Other Declaration. Upon the merger of the Association and Other Association, the Other Association, as the surviving association, shall thereafter be responsible for the maintenance of the Common Areas, as defined in the Declaration and Other Declaration and for any other purpose set forth in the Declaration and Other Declaration.

**IN WITNESS WHEREOF**, the undersigned have executed these presents in manner and form sufficient to bind it as of the day and year first above written.

**Signed, Sealed and Delivered  
in the presence of:**

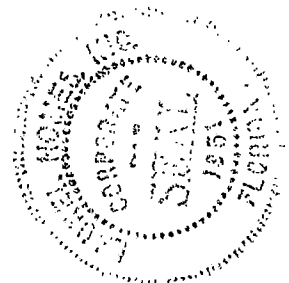
**LAUREL HOMES, INC., a  
Florida corporation**

  
Name: Sherri J. Schnitcke  
  
Name: Peggy M. O'Riley

By:   
Robert T. Shutts, President

(CORPORATE SEAL)

"DECLARANT"



**AMERICAN HERITAGE HOLDING  
CORPORATION**, a Delaware corporation

Jean M. Deetz  
Name: Jean M. Deetz

By: John Laguardia  
John Laguardia, President

Julie M. Day  
Name: Julie M. Day

(CORPORATE SEAL)

"AMERICAN"

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 23rd day of June, 1995 by Robert T. Shutts, as President of **LAUREL HOMES, INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.



SHERRI J. SCHNITCKE  
My Comm Exp. 1/11/97  
Bonded By Service Ins  
No. CC252198  
☒ Personally Known ☐ Other I.D.

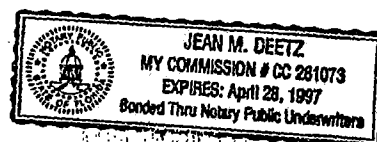
Sherri J. Schnitcke  
Name of Notary Sherri J. Schnitcke  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: CC 252198  
My Commission Expires: 1-11-97

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 23rd day of June, 1995 by John Laguardia, as President of **AMERICAN HERITAGE HOLDING CORPORATION**, a Delaware corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

Jean M. Deetz  
Name of Notary Jean M. Deetz  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: CC 281073  
My Commission Expires: April 28, 1997

193625\WILDERJL



## **EXHIBIT "A"**

### **Wall Easement Area**

That area of land which lies within, and along the western boundary line of, the Additional Property, more particularly and legally described on Exhibit "C" attached hereto, which is ten feet (10') in width and which is contiguous to the East right-of-way line of Apopka-Vineland Road as established by instrument recorded in Official Records Book 3932, Page 1106 of the Public Records of Orange County, Florida.

#### **Less and Except:**

That portion of the above referenced land which lies within the right-of-way of Tillstream Drive as shown on the Plat of Country Chase Unit 4, which Plat is recorded in Plat Book 34, Page 64 of the Public Records of Orange County, Florida.

EXHIBIT "B"

Entrance Easement Area

From the Southwest corner of the Southwest 1/4 of Section 14, Township 22 South, Range 28 East, Orange County, Florida, run South 89 degrees 45 minutes 37 seconds East 286.49 feet along the South boundary of said Southwest 1/4 to a point on the Easterly boundary of that certain "Roadway Parcel" as described and recorded in Official Records Book 3932, Page 1106, Public Records of Orange County, Florida, said Easterly boundary being a nontangent curve concave Easterly and having a radius of 3851.81 feet; thence from a tangent bearing of North 12 degrees 18 minutes 46 seconds East, run Northerly 7.53 feet along the arc of said curve and said Easterly boundary through a central angle of 00 degrees 06 minutes 43 seconds for the POINT OF BEGINNING; thence continue Northerly 25.00 feet along the arc of said curve and said Easterly boundary through a central angle of 00 degrees 22 minutes 19 seconds to a point on the South right-of-way line of Tillstream Drive as shown on the plat of Country Chase Unit 4, as recorded in Plat Book 34, Page 64, Public Records of Orange County, Florida; thence run South 76 degrees 49 minutes 53 seconds East 25.00 feet along said South right-of-way line; thence run South 57 degrees 53 minutes 04 seconds West 35.19 feet to the Point of Beginning.

AND, ALSO:

From the Southwest corner of the Southwest 1/4 of Section 14, Township 22 South, Range 28 East, Orange County, Florida, run South 89 degrees 45 minutes 37 seconds East 286.49 feet along the South boundary of said Southwest 1/4 to a point on the Easterly boundary of that certain "Roadway Parcel" as described and recorded in Official Records Book 3932, Page 1106, Public Records of Orange County, Florida, said Easterly boundary being a nontangent curve concave Easterly and having a radius of 3851.81 feet; thence from a tangent bearing of North 12 degrees 18 minutes 46 seconds East, run Northerly 82.53 feet along the arc of said curve and said Easterly boundary through a central angle of 01 degrees 13 minutes 40 seconds for the POINT OF BEGINNING, said Point of Beginning being a point on the North right-of-way line of Tillstream Drive as shown on the plat of Country Chase Unit 4, as recorded in Plat Book 34, Page 64, Public Records of Orange County, Florida; thence continue Northerly 25.00 feet along the arc of said curve and said Easterly boundary of that certain "Roadway Parcel" through a central angle of 00 degrees 22 minutes 19 seconds; thence run South 31 degrees 32 minutes 50 seconds East 35.19 feet to a point on the aforesaid North right-of-way line; thence run North 76 degrees 49 minutes 53 seconds West 25.00 feet to the Point of Beginning.

**EXHIBIT "C"**

**Additional Property**

That certain real property located in Township 22 South, Range 28 East, Orange County, Florida, more particularly described as follows to wit:

That part of the Northwest 1/4 of the Southwest 1/4 of Section 14, that part of the Southwest 1/4 of the Southwest 1/4 of Section 14, and that part of the Northwest 1/4 of the Northwest 1/4 of Section 23, lying East of Apopka-Vineland Road, as established by instrument recorded in Official Records Book 3932, Page 1106 of the Public Records of Orange County, Florida.

**Less and Except the Following:**

Country Chase Unit 1, according to the Plat thereof recorded in Plat Book 23, Page 78 of the Public Records of Orange County, Florida; and

Country Chase Unit 2, according to the Plat thereof recorded in Plat Book 24, Page 91 of the Public Records of Orange County, Florida; and

Country Chase Unit 3, according to the Plat thereof recorded in Plat Book 27, Page 144 of the Public Records of Orange County, Florida; and

Country Chase Unit 4, according to the Plat thereof recorded in Plat Book 34, Page 64 of the Public Records of Orange County, Florida.



## JOINDER AND CONSENT TO DECLARATION

The undersigned, **FIRST MERCANTILE NATIONAL BANK** (hereinafter referred to as the "Mortgagee"), owner and holder of that certain Commercial Mortgage dated December 2, 1994 and recorded on December 16, 1994 in Official Records Book 4832, Page 4081, Public Records of Orange County, Florida (hereinafter referred to as the "Mortgage"), which Mortgage encumbers certain real property described therein which is also encumbered by that certain Declaration of Covenants, Conditions and Restrictions for Country Chase II executed by Laurel Homes, Inc., a Florida corporation, and American Heritage Holding Corporation, a Delaware corporation, (hereinafter referred to as the "Declaration") to which this Joinder and Consent to Declaration is attached, hereby joins in, and consents to, the execution of the Declaration and further agrees and acknowledges that, except as otherwise provided in the Declaration, the Mortgage shall in all respects be subordinate to the Declaration.

IN WITNESS WHEREOF, the Mortgagee has executed this Joinder and Consent to Declaration in manner and form sufficient to bind it as of this 23<sup>rd</sup> day of June, 1995.

Signed, sealed and delivered  
in the presence of:

**FIRST MERCANTILE NATIONAL BANK**

Laura Lamos  
Name: Laura Lamos

By: [Signature]  
Name: Dwayne R. Hamner  
Title: Vice President

Diane Klippel  
Name: Diane Klippel

Address: Post Office Box 6060  
Longwood, Florida 32752

STATE OF FLORIDA  
COUNTY OF Orange

OR Bk 4916 Pg 4899  
Orange Co FL 5288352

The foregoing instrument was acknowledged before me this 23 day of June, 1995 by Dwayne R. Hamner, as Vice President of **FIRST MERCANTILE NATIONAL BANK**, on behalf of the bank. He/She is personally known to me and did not take an oath.

Sayla Sherard  
Name of Notary Sayla Sherard  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: [Stamp]  
My Commission Expires: [Stamp]  
**OFFICIAL SEAL**  
SAYLA SHERARD  
MY COMMISSION EXPIRES  
JANUARY 17, 1999  
COMMISSION #CC433703

## JOINDER AND CONSENT TO DECLARATION

The undersigned, **BANK UNITED OF TEXAS F.S.B.** (hereinafter referred to as the "Mortgagee"), owner and holder of that certain Mortgage recorded on January 10, 1995 in Official Records Book 4841, Page 3958, as re-recorded on January 24, 1995 in Official Records Book 4847, Page 1834, both of the Public Records of Orange County, Florida (hereinafter referred to as the "Mortgage"), which Mortgage encumbers certain real property described therein which is also encumbered by that certain Declaration of Covenants, Conditions and Restrictions for Country Chase II executed by Laurel Homes, Inc., a Florida corporation, and American Heritage Holding Corporation, a Delaware corporation, (hereinafter referred to as the "Declaration") to which this Joinder and Consent to Declaration is attached, hereby joins in, and consents to, the execution of the Declaration and further agrees and acknowledges that, except as otherwise provided in the Declaration, the Mortgage shall in all respects be subordinate to the Declaration.

IN WITNESS WHEREOF, the Mortgagee has executed this Joinder and Consent to Declaration in manner and form sufficient to bind it as of this 23rd day of June, 1995.

Signed, sealed and delivered  
in the presence of:

**BANK UNITED OF TEXAS F.S.B.**

Sherri J. Schnitcke  
Name: Sherri J. Schnitcke

By: P. A. J.  
Paul Garland, Vice-President

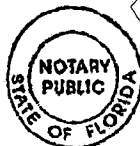
Peggy M. O'Riley  
Name: Peggy M. O'Riley

Address: 222 S. Westmonte, Suite 307  
Altamonte Springs, FL 32714

STATE OF FLORIDA  
COUNTY OF SEMINOLE

DR Bk 4916 Pg 4900  
Orange Co FL 5288352

The foregoing instrument was acknowledged before me this 23rd day of June, 1995 by Paul Garland, as Vice-President of **BANK UNITED OF TEXAS F.S.B.**, on behalf of the bank. He/She is personally known to me and did not take an oath. Record Verified - Martha D. Haynie



SHERRI J. SCHNITCKE  
My Comm Exp: 1/11/97  
Bonded By Service Ins  
No. CC252198  
☒ Personally Known ☐ Other I.D.

Sherri J. Schnitcke  
Name of Notary: Sherri J. Schnitcke  
NOTARY PUBLIC, STATE OF Florida  
Commission Number: CC252198  
My Commission Expires: 1-11-97

*St Maryann*  
RETURN TO:  
Fidelity Title  
2233 Lee Road  
Winter Park, Florida 32789

**FIRST SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR COUNTRY CHASE II**

THIS FIRST SUPPLEMENTAL DECLARATION, made and executed this 10th day of May, 1996 by LAUREL HOMES, INC., a Florida corporation (hereinafter referred to as the "Declarant");

**W I T N E S S E T H:**

WHEREAS, Declarant executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRY CHASE II dated June 23, 1995 and recorded July 14, 1995 in Official Records Book 4916, Page 4884, Public Records of Orange County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to the Declaration, Declarant subjected the Properties therein described to certain easements, restrictions, covenants and conditions more particularly set forth in the Declaration; and

WHEREAS, the Declaration further provided for the creation of COUNTRY CHASE COMMUNITY ASSOCIATION II, INC., a Florida non-profit corporation formed by Declarant for the maintenance and preservation of the Common Area, as defined in the Declaration, for the benefit of the Properties (hereinafter referred to as the "Association"); and

WHEREAS, pursuant to Article VII, Section 4 of the Declaration, Declarant reserved the right to annex additional lands to the Properties without the consent of the members of the Association; and

WHEREAS, Declarant desires by the execution hereof to annex the following described additional land (being a portion of the Additional Property as defined in the Declaration) to the Properties, to wit:

Lots 217 through 269, COUNTRY CHASE, UNIT 5  
according to the Plat thereof  
as recorded in Plat Book 36, Page 27  
Public Records of Orange County, Florida

(hereinafter referred to as "Unit 5").

This instrument prepared by:  
Peggy M. O'Riley  
Post Office Box 300789  
Fern Park, Florida 32730-0789

Recorded - Martha O. Haynie


NOW THEREFORE, Declarant hereby states and declares:

1. That Unit 5 shall be and is hereby annexed to the Properties pursuant to Article VII, Section 4 of the Declaration and is hereby declared to be subject to and benefited by all of the easements, restrictions, covenants and conditions set forth in the Declaration on the same terms and conditions as the Properties.
2. That the Declaration, as hereby supplemented, shall be binding upon and shall inure to the benefit of the Declarant and its successors and assigns, as owner in fee simple of the lots in Unit 5.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

LAUREL HOMES, INC.

  
Martha D'Amico

By:   
Robert T. Shutts, President

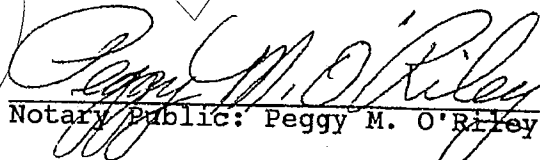
  
Peggy M. O'Riley

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing was acknowledged before me on May 10, 1996  
by Robert T. Shutts who is personally known to me and did not  
take an oath.



PEGGY M. O'RILEY  
My Commission CC346293  
Expires Feb. 25, 1998  
Bonded by HAI  
800-422-1555

  
Notary Public: Peggy M. O'Riley

**SECOND SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR COUNTRY CHASE II**

THIS SECOND SUPPLEMENTAL DECLARATION, made and executed this 28<sup>th</sup> day of April, 1997 by LAUREL HOMES, INC., a Florida corporation (hereinafter referred to as the "Declarant");

**W I T N E S S E T H:**

WHEREAS, Declarant executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRY CHASE II dated June 23, 1995 and recorded July 14, 1995 in Official Records Book 4916, Page 4884, Public Records of Orange County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to the Declaration, Declarant subjected the Properties therein described to certain easements, restrictions, covenants and conditions more particularly set forth in the Declaration; and

WHEREAS, the Declaration further provided for the creation of COUNTRY CHASE COMMUNITY ASSOCIATION II, INC., a Florida non-profit corporation formed by Declarant for the maintenance and preservation of the Common Area, as defined in the Declaration, for the benefit of the Properties (hereinafter referred to as the "Association"); and

WHEREAS, pursuant to Article VII, Section 4 of the Declaration, Declarant reserved the right to annex additional lands to the Properties without the consent of the members of the Association; and

WHEREAS, Declarant desires by the execution hereof to annex the following described additional land (being a portion of the Additional Property as defined in the Declaration) to the Properties, to wit:

Lots 270 through 348, COUNTRY CHASE, UNIT 6  
according to the Plat thereof  
as recorded in Plat Book 37, Page 121  
Public Records of Orange County, Florida

(hereinafter referred to as "Unit 6").

NOW THEREFORE, Declarant hereby states and declares:

1. That Unit 6 shall be and is hereby annexed to the Properties pursuant to Article VII, Section 4 of the Declaration and is hereby declared to be subject to and benefitted by all of the easements, restrictions, covenants and conditions set forth in the Declaration on the same terms and conditions as the Properties.

OR Bk 5243 Pg 4547  
Orange Co FL 1997-0150452

2. That the Declaration, as hereby supplemented, shall be binding upon and shall inure to the benefit of the Declarant and its successors and assigns, as owner in fee simple of the lots in Unit 6.

Recorded - Martha D. Haynie

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed and sealed  
in the presence of:

LAUREL HOMES, INC.

Martha D'Amico  
Martha D'Amico

By:

Robert T. Shutts  
Robert T. Shutts, President

Peggy M. O'Riley  
Peggy M. O'Riley

Post Office Box 300789  
Fern Park, Florida 32730-0789

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing was acknowledged before me on April 28, 1997 by Robert T. Shutts who is personally known to me.



PEGGY M O'RILEY  
My Commission CC346293  
Expires Feb. 25, 1998  
Bonded by HAI  
800-422-1555

Peggy M. O'Riley  
Notary Public: Peggy M. O'Riley

This instrument prepared by:  
Peggy M. O'Riley  
Post Office Box 300789  
Fern Park, Florida 32730-0789

Return to:  
SWANN, HADLEY & ALVAREZ, P.A.  
P.O. BOX 1961  
WINTER PARK, FL 32790-1961

**ARTICLES OF INCORPORATION  
OF  
COUNTRY CHASE COMMUNITY  
ASSOCIATION II, INC.**

FILED  
95 APR 11 PM 12:50  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, 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  
CORPORATION NAME**

The name of the corporation is Country Chase Community Association II, Inc., hereafter called the "Association."

**ARTICLE II  
CORPORATE OFFICE**

The principal office of the Association is located at 150 Oxford Road, Fern Park, Florida 32730.

**ARTICLE III  
REGISTERED AGENT**

Robert T. Shutts, whose address is 150 Oxford Road, Fern Park, Florida 32730, is hereby appointed the initial registered agent of this Association.

**ARTICLE IV  
INCORPORATOR**

Robert T. Shutts, whose address is 150 Oxford Road, Fern Park, Florida 32730, is the incorporator of the Association.

**ARTICLE V  
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 for (i) the maintenance and preservation of certain common improvements (hereinafter together referred to as the "Common Area") now or hereafter serving the Lots forming a part of COUNTRY CHASE, UNIT 4,

according to the Plat thereof as recorded or to be recorded among the Public Records of Orange County, Florida (hereinafter referred to as the "Plat") and any other "Common Areas" located within future Units of Country Chase as may hereafter be brought within the jurisdiction of the Association and (ii) the architectural control of the residential Lots described on the Plat (hereinafter referred to as the "Properties"), and to promote the health, safety and welfare of the owners and residents within the Properties 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 for Country Chase II (hereinafter referred to as the "Declaration"), applicable to the Properties and recorded or to be recorded among the Public Record of Orange County, Florida, 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, subject to the terms and provisions hereof and of the Declaration;

(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, subject to the terms and provisions hereof and of the Declaration;

(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 consolidation with other non-profit corporations organized for the same purpose or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members and shall be in accordance with the terms and provisions hereof and of the Declaration (provided, however, that annexation of subsequent



platted Units of Country Chase pursuant to the Declaration may be accomplished by the Class B member(s) without the consent of the Class A members);

(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 VI** **MEMBERSHIP**

Any person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Declaration, 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 the Declaration.

## **ARTICLE VII** **VOTING RIGHTS**

The Association shall have two (2) 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 (1) vote for each Lot owned. When more than one (1) 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 (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), 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 December 31, 1999.

The presence at any meeting of members or proxies entitled to cast one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in these Articles of Incorporation, the Declaration or the Bylaws.

**ARTICLE VIII**  
**BOARD OF DIRECTORS**

The affairs of this Association shall initially be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial directors are:

<u>NAME</u>	<u>ADDRESS</u>
Robert T. Shotts	150 Oxford Road P.O. Box 300789 Fern Park, Florida 32730-0789
Joseph B. Robinson	150 Oxford Road P.O. Box 300789 Fern Park, Florida 32730-0789
Martha D'Amico	150 Oxford Road P.O. Box 300789 Fern Park, Florida 32730-0789

The method of election of directors is stated in the Bylaws of the Association.

**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 public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE X**  
**DURATION**

The Association shall exist perpetually, unless sooner dissolved in accordance with Article IX hereof.

**ARTICLE X  
AMENDMENTS**

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

**ARTICLE XI  
FHA/VA APPROVAL**

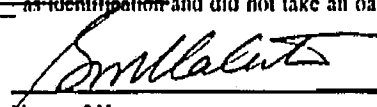
As long as there is a Class B membership, the following actions will require a prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional land other than the Additional Property described in the Declaration, mergers and consolidation, mortgaging of Common Area, dedication of Common Area, and dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation not for profit under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 7<sup>th</sup> day of April, 1995.

  
ROBERT T. SHUTTS

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 1995 by ROBERT T. SHUTTS. He is personally known to me ~~as produced~~ as identification and did not take an oath.

  
\_\_\_\_\_  
Name of Notary  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

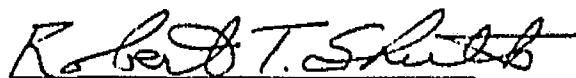


G. M. KALEITA  
MY COMMISSION EXPIRES  
May 20, 1995  
BONDED THRU TROY FAIN INSURANCE, INC

FILED  
95 APR 11 PM 12:50  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ACCEPTANCE OF  
REGISTERED AGENT**

The undersigned, by his execution hereof, does hereby accept his designation as initial registered agent of COUNTRY CHASE COMMUNITY ASSOCIATION II, INC., pursuant to Article III of these Articles of Incorporation.



**ROBERT T. SHUTTS**