

EXHIBIT A
LIST OF DOCUMENTS

PARTRIDGE TERRACE HOMEOWNERS ASSOCIATION, INC.

1. Notice of Restrictions on Real Estate, dated June 15, 1985 and recorded at Official Records Book 3658, Page 2019, Public Records of Orange County, Florida on June 28, 1985.
2. Articles of Incorporation of Partridge Terrace Homeowners Association, Inc., dated June 1985 and filed with the State on July 11, 1985.
3. By-Laws of Partridge Terrace Homeowners Association, Inc., unsigned, undated and unrecorded.

PTR001 - Exhibit A
05/20/09 - jsf

2340111 Jan 28 11 26 AM '85

J. 3658 N2019

1300

NOTICE OF RESTRICTIONS ON REAL ESTATE

WHEREAS, the undersigned is owner of the following described property located in Orange County, Florida, to wit:

Lots 1-24, inclusive, of PARTRIDGE TERRACE, according to the plat thereof as recorded in Plat Book 16, Page 107, Public Records of Orange County, Florida;

AND WHEREAS, the owner of said property desires that all of its lands above described be subject to like restrictions for the mutual benefit and protection of itself and persons both natural and corporate who may hereafter purchase or acquire any interest in said property or any portion thereof;

WITNESSETH:

NOW, THEREFORE, in consideration of these premises, the owner of above described property declares that said property shall be subject to the following restrictions, reservations and conditions which shall be binding upon said owner and equally upon each and every person and corporation who or which shall hereafter become an owner of said property or any part thereof and upon all of their heirs, personal representatives, successors and assigns, viz:

1. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one duplex dwelling not to exceed two stories in height and a private garage per unit. Each individual unit shall have a minimum floor area of eight hundred (800) square feet of living area, exclusive of porches, garage, storage room and terraces.

2. No lot may be subdivided. Accordingly, only a single duplex, consisting of two units, may be constructed on each lot, and nothing contained herein shall prevent the lot owner from dividing the ownership of that lot into Parcel A and Parcel B, evidencing separate ownership of each unit of the two-dwelling duplex constructed on said lot.

3. Except as set forth in paragraph 11 herein, no fence or wall may be erected on any lot forward of the front line, and in the case of corner lots forward of the side street line, of the dwelling located thereon.

4. No mobile home, trailer, motorhome or structure of a temporary character such as basement, tent, shack, garage, or barn shall be used on any lot at any time as a residence, either temporarily or permanently. No motorhome, travel trailer, boat, boat trailer, or similar device may be parked or kept on any lot forward of the front line, and in the case of corner lots forward of the side street side line, of the dwelling located thereon.

5. No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and are kept in strict accord with applicable "leash laws".

6. No home occupation business nor any commercial activity shall be conducted on any lot.

7. All lots shall be kept free of weeds and underbrush. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept in covered containers, which containers shall be kept in a clean and sanitary condition. Each

RETURN TO: Clerk to BCL, 5th Floor, Admin. Bldg

RECEIVED BY: JEROME J. COOPER
1235 GALT AVE
ORANGE, FLA. 32801

C. 3658 #2020

residence shall utilize the water distribution system and special lighting district which serves the subdivision of PARTRIDGE TERRACE. The occupants of each residence shall maintain arrangements for regular trash and garbage collection service.

8. No hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street with the driveway. In the case of a rounded property corner within the triangle, trees shall be placed from the intersection of the street property line with the driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown and/or noted 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 change the direction of flow of drainage channels in the easements, or which may obstruct 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.

10. No building shall be faced with exposed concrete block. The front of any building which faces a street shall be wood or stucco or stone or brick.

11. The developer will provide a five foot high concrete block wall fence along the rear property line of Lots 1 - 13, inclusive, PARTRIDGE TERRACE. The upkeep and maintenance thereof shall be the responsibility of PARTRIDGE TERRACE HOMEOWNERS ASSOCIATION, INC. The upkeep and maintenance of all common area, including Tract A, as shown on the plat of PARTRIDGE TERRACE shall also be the responsibility of said Association.

12. Private landscape easements are dedicated to and maintained by the Homeowners Association.

13. Each owner will construct a five foot sidewalk along the entire frontage of the lot so that it will connect with the sidewalks to be constructed by both of his adjoining and abutting neighbors.

14. These covenants shall run with the land and be binding upon all parties and all persons claiming under them until January 1, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote (after the year 2000) by a majority of the then owners of duplex units in said PARTRIDGE TERRACE, these covenants are cancelled, changed or amended.

15. Enforcement shall be by proceedings at law and/or in equity against any person or persons violating or attempting to violate any covenant herein contained.

16. Each lot owner shall be a member of PARTRIDGE TERRACE HOMEOWNERS ASSOCIATION, INC., and shall be subject to the terms, conditions and provisions of the Articles of Incorporation and By-Laws of said Association. The Board of Directors of the Association may assess each lot owner for the costs of maintenance which the Association must undertake as outlined in Paragraph 11 above. This assessment shall be due and payable within ninety (90) days after assessment and written notice thereof to each lot owner, and if unpaid, such assessment shall constitute a lien against the lot owned by such owner, and such lien shall bear interest at the highest rate allowed by law. Such lien may be foreclosed by appropriate legal action, and if foreclosed, the lot owner will be responsible to pay reasonable attorneys' fees and costs. In no event shall such lien be superior to any institutional mortgage, nor shall any institutional mortgage, which may become owner of a lot, be liable for any assessment or required to pay any lot assessment, nor shall such lot,

T. 3658 n2021

while owned by an institutional lender, be subject to assessment as herein provided.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of June, 1985.

WITNESSETH:

[Signature]
[Signature]

[Signature]
 ALEX S. GREENSPOON
 President

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgement, personally appeared ALEX S. GREENSPOON who after being by me first duly sworn did depose and say that he is PRESIDENT of PARTRIDGE TERRACE and that he has executed the foregoing instrument and that the contents therein contained are true and correct.

WITNESS my hand and official seal this 12th day of

June, 1985.

[Signature]
 Notary Public, State of Florida
 My commission expires: 10/12/88



RECORDED & RECORD VERIFIED

[Signature]

County Clerk, Orange Co., Fla.

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PARTRIDGE TERRACE HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on July 11, 1985, as shown by the records of this office.

The document number of this corporation is N10175.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
19th day of July, 1985.



CER-101

George Firestone
Secretary of State

ARTICLES OF INCORPORATION

OF

PARTRIDGE TERRACE HOMEOWNERS ASSOCIATION, INC.

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1965 JUL 11 PM 1:59
SEVENTH JUDICIAL CIRCUIT
TALLAHASSEE, FLORIDA

We, the undersigned, pursuant to Chapter 617 of the Florida Statutes, hereby associate ourselves together for the purpose of becoming incorporated as a corporation not for profit under the following Charter.

ARTICLE I. NAME

The name of this corporation shall be:

PARTRIDGE TERRACE HOMEOWNERS ASSOCIATION, INC.,

and its principal office is to be located at the 2201 Lucien Way, Maitland, Florida 32751.

ARTICLE II. PURPOSE

The purpose of this corporation is to maintain, preserve and provide facilities or conditions and standards contributing to the health, safety, recreation, protection, life-saving, maintenance of property value in both the economic and aesthetic sense, improvements and other matters pertaining to the general welfare of the residents in PARTRIDGE TERRACE, according to the plat thereof as recorded in Plat Book 15, Page 104, Public Records of Orange County, Florida.

ARTICLE III. POWERS AND PROCEDURES

The corporation is empowered:

1. To secure funds for any purpose authorized by the Articles of Incorporation by means of: assessment of all members in accordance with a manner to be fixed by the By-Laws, acceptance of gifts or endowments, fund raising campaigns, cooperative sale of goods or services, borrowing, sale of property, or by any and all other legal means;
2. To impose assessments applicable to the members of the Corporation pursuant to the By-Laws of the Corporation, which assessments shall be imposed on an annual basis fairly on all members in an amount necessary to meet the corporation's annual budget;
3. To either directly or indirectly, either alone

or in conjunction or cooperation with others, to do any and all lawful acts and things and to engage in any and all lawful activities which may be necessary, useful, suitable, desirable or proper for the furtherance, accomplishment, fostering or attainment of any or all of the purposes for which the Corporation is organized, and to aid or assist other organizations whose activities are such as to further, accomplish, foster or attain any of such purposes. Notwithstanding anything herein to the contrary, the Corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c) of the Internal Revenue Code of 1954 and the Regulations thereunder as the same now exists or as they may be hereafter amended from time to time.

ARTICLE IV. MEMBERS

Members of the Corporation shall be comprised of the following:

A. The voting members of the Corporation shall be those individuals (or an individual or other entity) who own one lot in PARTRIDGE TERRACE subdivision. Each lot owner in PARTRIDGE TERRACE subdivision shall be entitled to one (1) vote. Voting members shall have the right to vote at the Annual Meeting of the Corporation or at any meeting regularly or duly called of the Corporation's members.

B. Meetings shall be held on a regular basis as is required by the By-Laws adopted by the Corporation. One-half of the voting members of the Corporation shall be necessary to constitute a quorum at any meeting, but at any meeting duly called at which less than a quorum is present, the voting members present may either adjourn the meeting or may adjourn the meeting or may adjourn the meeting to a future time and place;

C. The Secretary of the Corporation shall maintain at all times a roster of the voting and active members;

D. Annual meetings of the members, voting and active, shall be held at such time and place as may be specified or provided in the By-Laws.

ARTICLE V. TERMS OF EXISTENCE

The Corporation shall have perpetual existence unless it is dissolved in a manner provided for or permitted by law.

Dissolution. The Corporation is not organized for

profit, and no part of the net earnings of the Corporation shall inure to the benefits of any private shareholder or individual. In the event of the liquidation or dissolution of the Corporation, whether voluntary or involuntary, no member shall be entitled to any distribution or division of its remaining property or its proceeds, and the balance of any and all money and other property received by the Corporation, from any source, after the payment of all debts and obligations of the Corporation, shall be used or distributed, subject to the orders of the Courts of the State of Florida as provided by law, exclusively for the purposes within those set forth in Article 2 of this Charter and within the intentment of Section 501(c) of the Internal Revenue Code of 1954 and the Regulations thereunder as the same now exists or as they may hereafter be amended from time to time.

ARTICLE VI. SUBSCRIBERS

The names and residences of the subscribers are as follows:

✓ Alex Greenspoon
2201 Lucien Way
Maitland, Fla. 32751

✓ Jerome J. Bornstein
125 S. Court Ave.
Orlando, Fla. 32801

✓ Robert G. Petree
125 S. Court Ave.
Orlando, Florida 32801

ARTICLE VII. OFFICERS AND DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors composed of three (3) members who are to be elected by the voting members of the Corporation at its annual meeting. The Board members shall be elected at the Annual Meeting of the Corporation for a term and in the manner set forth in the By-Laws of this Corporation.

The officers of the Corporation shall be selected by the Board of Directors and shall consist of a President, who shall be a member of the Board of Directors, a Vice President and a Secretary-Treasurer.

The members of the first Board of Directors who shall serve until the successors are duly elected and qualified are:

Alex Greenspoon

Jerome J. Bornstein

Robert G. Petree

The Officers who shall manage the affairs of the Corporation until the first election under the Charter are as follows:

President: Alex Greenspoon
Vice-President: Robert G. Petree
Secretary-Treasurer: Jerome J. Bornstein

ARTICLE VIII. BY-LAWS

The Corporation shall be governed by By-Laws as adopted by the voting members of the Corporation.

An amendment to the Articles of Incorporation may be proposed by any voting member of the Corporation at its Annual Meeting or at any meeting regularly and duly called of the Corporation's members, and such amendments may be adopted by a two-thirds (2/3) vote of the Board of Directors.

An amendment to the By-Laws of the Corporation may be made in the manner set forth in the By-Laws.

ARTICLE IX. INDEBTEDNESS

The highest amount of indebtedness or liability to which the Corporation, at any time, may subject itself shall be Ten Thousand and 00/100 (\$10,000.00) Dollars.

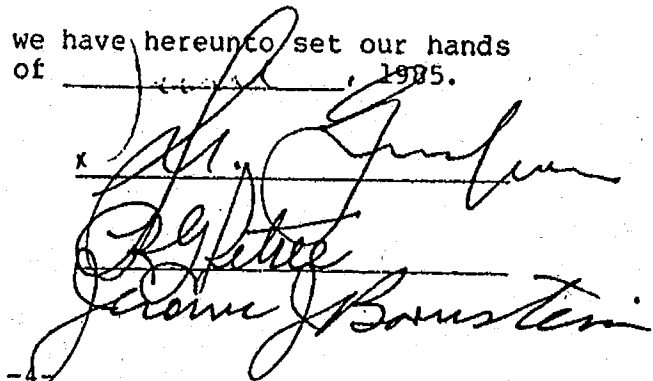
ARTICLE X. VALUE OF PROPERTY HELD

The amount and value of the property, real and personal, which the Corporation may hold shall be Ten Thousand and 00/100 (\$10,000.00) Dollars.

ARTICLE XI. RESIDENT AGENT

The Corporation, by and through its Board of Directors, shall appoint a resident agent upon whom process may be served. The Corporation shall automatically accept service of process by service upon any of its Officers, as well as the resident agent to be appointed by the Board of Directors.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26 day of April, 1985.


x Alex Greenspoon
Robert G. Petree
Jerome J. Bornstein

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, Jerome J. Bornstein, Robert G. Petree and Alex Greenspoon, to me known to be the persons described in, and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein expressed.

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

Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 12, 1989
Bonded thru Tivy Inc - Insurance, Inc.

DESIGNATION OF AGENT AND PLACE FOR SERVICE OF PROCESS

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1985 JUL 11 PM 1:59

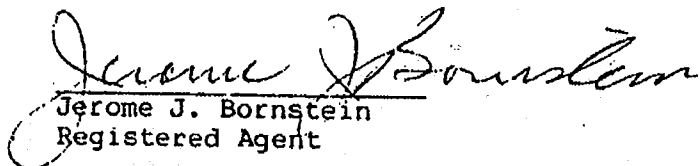
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

First That PARTRIDGE TERRACE HOMEOWNERS ASSOCIATION, INC., desiring to organize under the Laws of the State of Florida with its principal office as indicated in the Articles of Incorporation at Maitland, State of Florida, has named Jerome J. Bornstein, located at 125 S. Court Avenue, Orlando, Florida 32801, County of Orange, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act, relative to keeping open said office.


Jerome J. Bornstein
Registered Agent

STATE OF FLORIDA
COUNTY OF ORANGE:

I HEREBY CERTIFY that before me, a Notary Public duly authorized in the State and County named above, to take acknowledgments, personally appeared JEROME J. BORNSTEIN, to me known to be the person who executed the foregoing Acknowledgment of appointment as Registered Agent, and he acknowledged before me that he executed said Acknowledgment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid this ____ day of _____, 1985.

My commission expires:

Notary Public - State of Florida

Notary Public, State of Florida
My Commission Expires May 12, 1989
Bonded thru Troy Fain Insurance, Inc.

BY-LAWS
of
PARTRIDGE TERRACE HOMEOWNERS ASSOCIATION, Inc.
(A Florida Corporation Not for Profit)

Article 1. Name

The name of the Corporation is PARTRIDGE TERRACE HOMEOWNERS ASSOCIATION, Inc. which shall hereinafter in these By-laws be referred to as the Corporation.

Article 2. Time and Place of Meetings

1. An Annual Meeting of the members of the Corporation shall be held on the second Tuesday of February in each year for the purpose of electing two (2) members of the Board of Directors and for the transaction of such other business as may come before the meeting. Special meetings of members may be called by the Board of Directors.

2. Unless otherwise determined by the Board of Directors, all meeting of the members and Board of Directors shall be held at 236 South Maitland Avenue, Suite 114, Maitland Florida 32751, which shall be the principal place at which the activities of the Corporation shall be conducted.

3. All communications intended to be directed to the corporation shall be addressed to 125 South Court Avenue, Orlando, Florida 32801, of such other address adopted by the Board.

Article 3. Admission to Membership

Any recorded title holder to a lot in PARTRIDGE TERRACE subdivision as set forth in Article 4 A. the Articles of Incorporation shall be eligible to become a voting member in the Corporation.

Article 4. Dues and Members in Good Standing

The annual dues for voting members in the Corporation shall be \$1.00 a year for each lot owned. A member is in good standing if the member's dues for all lots owned by the member have been paid for the current year in which business is being conducted by the Corporation.

Article 5. Assessments

In the event the Board Directors determines, an assessment of the members shall be made for a use in conformance with the corporate purpose as specified in Article 2 of the Articles of Incorporation. Written notice shall be given by the Board to each voting member of the

Corporation, such notice to contain the specific purpose for which the assessment proposed and the exact amount of the proposed assessment. Within ten (10) days of the mailing of such notice, the Board shall call a special meeting of the full membership of the Corporation to vote on the proposed assessment. It is the intention of the Declaration and the corporate charter and by-laws that only individual lot owners owning one (1) lot will vote on assessments. This limitation shall not be altered or amended.

Article 6. Notice

1. Written or printed notice stating the place, date and hour of any special meeting other than the Annual Meeting of the Corporation or of the Board of Directors, shall be delivered, either personally or by mail to each voting member, not less than (5) nor more than twenty (20) days before the date of such meeting, by or at the direction of the Board of Directors of the Corporation. In case of a special meeting of when required by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of the meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the Corporation, with postage thereon prepaid.

2. Any action required by law to be taken at a meeting of the members or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by two-thirds (2/3rds) of the voting members.

Article 7. Proxies

A voting member who is unable to attend any meeting of the corporate membership may submit the member's proxy vote to the President or Vice President of the Corporation. Such proxy must be in writing, specifying the member's name to whom the proxy is given and signed by the voting member in the presence of at least one witness.

Article 8. Board of Directors

1. The affairs of the corporation shall be managed by a Board of Directors composed of three (3) members who are to be elected by the voting members of the Corporation at its annual meeting.

2. The elected Directors shall serve for a three (3) year term of office on a staggered basis with one (1) Director being elected each year.

3. The Annual Meeting of the Board of Directors shall be held without other notice than required by these By-Laws at the same time and place as the Annual Meeting of the members of the Corporation; provided, however, that the Board of Directors may provide by resolution the time and place, either within or without the State of Florida, for the holding of regular meeting of the Board of Directors without notice other than such resolution.

4. Special meeting of the Board of Directors may be held at any time and at any place within or without the State of Florida by written consent of four Directors.

5. Notice of any special meeting of the Board of Directors shall be given at least five (5) days previously thereto by written notice delivered personally or sent by mail to each Director at such Director's address as shown by the records of the Corporation. If mailed, such notice shall deem to be delivered when deposited in the United States mail in a sealed envelope so addressed with the postage thereon prepaid. A Director may waive notice of meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at, or the purpose of, any regular or special meeting of the Board of Directors shall be specified in the notice or waiver of any meeting.

6. Any vacancy occurring in the Board of Directors shall be filled as follows:

(a) Replacement of a Director elected by voting members shall be made by the remaining Directors elected by voting members and;

(b) Replacement of a Director appointed as provided in Article 9 of these By-Laws shall be made by the entity that had appointed the Director whose position has become vacant.

A Director appointed to fill a vacancy shall serve for the unexpired term of his predecessor in office.

Article 9. Officers

1. The Board of Directors shall, at their Annual Meeting each year, elect a President and Vice President and a Secretary-Treasurer who shall serve as the officers of the Corporation. These officers shall become directors for a term of one year (of if an elected director, will serve in the dual capacity of officer and Director.

2. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its

judgment the best interest of the Corporation would be served thereby. .

3. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term of the office.

4. The President shall be the principal executive officer in this Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He shall preside at all meeting of the members and the Board of Directors. The President may sign, with the Secretary-Treasurer, of any other proper official of the Corporation authorized by the Board of Directors any deeds, mortgages, bond, contracts, leases or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by the laws of Florida to some other officer or agent of the Corporation; and in general, he shall preform the duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

5. The Vice President shall perform such other duties as from time to time are assigned to him by the President of by the Board of Directors.

6. The Secretary-Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; keep a current record of all members whose dues are current; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as may be designated by the Board of Directors and all meetings of the members of the Corporation and shall act as a clerk at such meetings, recording all votes and the minutes of all proceedings in a book to be kept for that purpose; have custody of the original copy of the By-Laws and all amendments thereof; shall keep in safe custody the seal of the Corporation and when authorized by the Board of Directors, he shall affix the seal on any instrument requiring it; and in general, to perform all of the duties incident to the office of Secretary-Treasurer and such other duties as may be assigned to him from time to time by the President or by the Board of Directors. The Secretary-Treasurer shall serve with the bond; and at the conclusion of his term of office his books and accounts shall be audited by a licensed Certified Public Accountant.

Article 10. Compensation

No Director or Officer of the Corporation shall receive directly or indirectly any compensation from the Corporation.

Article 11. Quorums

A quorum for the purpose of conducting meetings of the Corporation members shall be the owners of 5 lots, in person or represented by proxy. Every lot owned by Developer shall be counted in determining the presence of a quorum.

A quorum for the purpose of conducting meetings of the Board of Directors shall be two (2) members of the Board of Directors.

Article 12. Seal

The Seal of the Corporation shall be circular in form and shall bear the name of the corporation and the year of incorporation.

Article 13. Checks

All checks or demands for money and notes of the Corporation shall be signed by two officers as the Board of Directors from time to time may designate.

Article 14. Fiscal Year

The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31th day of December of each year.

Article 15. Amendments

These By-Laws or any of them, may be altered, amended or repealed by Developer at any time from time to time, or by its successors and assignees, or when this Corporation, by those members present at any Annual Meeting of the members of the Corporation, by affirmative vote of at least two-thirds (2/3rds) of the members in good standing present, provided at least five (5) days' written notice is given to all voting members of the intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

PARTY WALL AGREEMENT

WHEREAS, State-Wide Enviromental Builders, Inc., a Florida Corporation, is the fee simple title holder of the following described real property, to-wit: PARTRIDGE TERRACE, according to the plat there as recorded in Plat Book 15 at Page 104, Public Records of Orange County, Florida.

WHEREAS, State-Wide Enviromental Builders, Inc., has constructed, or plans to construct, on the above described property, a building which is or will be composed of two separate dwelling units which share a party wall, and State-Wide Enviromental Builders, Inc., is desirous of conveying each dwelling unit individually and desires to subject the real property described above to the covenants, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and the owner of each dwelling unit (hereinafter unit owner):

NOW THEREFORE, in consideration of the covenants hereinafter expressed, State-Wide Enviromental Builders, Inc., declares that said real property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, and easements hereinafter set forth.

1. General Rules of Law Apply - Each wall which is built as a part of the original construction of the dwelling upon said property and which served at the dividing line between the units of a two story dwelling shall constitute a party wall, and to the extent not inconsistent with the provisions of this paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Each unit owners shall be entitled to a cross easement for encroachment by the party wall upon the property of the adjoining unit.

2. Sharing of Repair and Maintenance - The Cost of reasonable repair and maintenance of a party wall shall be shared by the unit owners who make use of the wall in proportion to such use. Each unit owners shall maintain his side of the wall in good condition and will not do or permit any act or condition which will interfere with the structural integrity of the party wall.

3. Destruction by Fire or Other Casualty - If a party wall is destroyed or damaged by fire or other casualty, any unit owner who has used the wall may restore it, and if the other unit owners thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in proportion to such use without prejudice, however, to the right of any such unit owners to call for a larger contribution from the others under any rule of law regarding

liability for negligent or willful acts or omissions. In the event of the complete or partial destruction of the party wall by a natural calamity, it shall be immediately replaced or repaired in its original location and both unit owners shall share equally the expense of its restoration.

4. Weatherproofing and Maintenance - Notwithstanding any other provisions of this Article, a unit owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Right to Contribution Runs With Land - The right by any unit owner to contribution from any other owner under this Article shall be appurtenant to the land shall pass to such unit owner's successors in title and said unit owner entitled to contribution may file a lien for expenses incurred therefore.

6. Arbitration - In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

IN WITNESS WHEREOF, State-Wide Environmental Builders, Inc., has caused these presents to be executed this day of 19 .

Witness

STATE-WIDE ENVIRONMENTAL BUILDERS
INC.

Witness

By:
Dan Hallauer, President

SWORN AND SCRIBED TO ME THIS DAY

Notary Public

NOTICE OF RESTRICTIONS ON REAL ESTATE

WHEREAS, the undersigned is owner of the following described property located in Orange County, Florida, to-wit:

Lots 1 - 24, inclusive, of PARTRIDGE TERRACE, according to the plat thereof as recorded in Plat Book 15, Page 104, Public Records of Orange County, Florida;

AND WHEREAS, the owner of said property desires that all of its lands above described be subject to like restrictions for the mutual benefit and protection of itself and persons both natural and corporate who may hereafter purchase or acquire any interest in said property or any portion thereof;

WITNESSETH:

1. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one duplex dwelling not to exceed two stories in height and a private garage per unit. Each individual unit shall have a minimum floor area of eight hundred (800) square feet of living area, exclusive of porches, garage, storage room and terraces.
2. No lot may be subdivided. Accordingly, only a single duplex, consisting of two units, may be constructed on each lot, and nothing contained herein shall prevent the lot owner from dividing the ownership of that lot into Parcel A and Parcel B, evidencing separate ownership of each unit of the two-dwelling duplex constructed on said lot.
3. Except as set forth in paragraph 11 herein, no fence or wall may be erected on any lot forward of the front line, and in the case of corner lots forward of the side street line, of the dwelling located thereon.
4. No mobile home, trailer, motorhome or structure of a temporary character such as basement, tent, shack, garage, or barn shall be used on any lot at any time as a residence, either temporarily or permanently. No motorhome, travel trailer, boat, boat trailer, or similar device may be parked or kept on any lot forward of the front line, and in the case of corner lots forward of the side street side line, of the dwelling located thereon.
5. No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or

other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and are kept in strict accord with applicable "leash laws".

6. No home occupation business nor any commercial activity shall be conducted on any lot.

7. All lots shall be kept free of weeds and underbrush. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept in covered containers, which containers shall be kept in a clean and sanitary condition. Each residence shall utilize the water distribution system and special lighting district which serves the subdivision of PARTRIDGE TERRACE. The occupants of each residence shall maintain arrangements for regular trash and garbage collection service.

8. No hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner within the triangular area formed from the intersection of the street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown and/or noted on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may change the direction of flow of drainage channels in the easements, or which may obstruct 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.

10. No building shall be faced with exposed concrete block. The front of any building which faces a street shall be wood or stucco or stone or brick.

11. The developer will provide a five foot high concrete block wall fence along the rear property line of Lots 1 - 13, inclusive, Partridge Terrace. The upkeep and maintenance thereof shall be the responsibility of Partridge Terrace Homeowners Association, INC. The upkeep and maintenance of all common area as shown on the plat of

Partridge Terrace shall also be the responsibility of said Association.

12. Each owner will construct a five foot sidewalk along the entire frontage of the lot so that it will connect with the sidewalks to be constructed by both of his adjoining and abutting neighbors.

13. These covenants shall run with the land and be binding upon all parties and all persons claiming under them until January 1, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote (after the year 2000) by a majority of the then owners of duplex units in said Partridge Terrace, these covenants are cancelled, changed or amended.

14. Enforcement shall be by proceeding at law and/or in equity against any person or persons violating or attempting to violate any covenant herein contained.

15. Each lot owner shall be a member of Partridge Terrace Homeowners Association, INC., and shall be subject to the terms, conditions and provisions of the Articles of Incorporation and By-Laws of said Association. The Board of Directors of the Association may assess each lot owner for the costs of maintenance which the Association must undertake as outlined in Paragraph 11 above. This assessment shall be dues and payable within ninety (90) days after assessment and written notice thereof to each lot owner, and if unpaid, such assessment shall constitute a lien against the lot owned by such owner, and such lien shall bear interest at the highest rate allowed by law. Such lien may be foreclosed by appropriate legal action, and if foreclosed, the lot owner will be responsible to pay reasonable attorneys' fees and costs. In no event shall such lien be superior to any institutional mortgage, nor shall any institutional mortgagee, which may become owner of a lot be liable for any assessment or required to pay any lot assessment, nor shall such lot, while owned by an institutional lender, be subject to assessment as herein provided.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of , 1985.

WITNESSETH:

ALEX S. GREENSPOON

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgement, personally appeared ALEX S. GREENSPOON who after being by me first duly sworn did depose and say that he is _____ of Partridge Terrace and that he has executed the foregoing instrument and that the contents therein contained are true and correct.

WITNESS my hand and official seal this day of
 , 1985.

Notary Public, State of Florida
My commission expires: