

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants is made this 9th day of November, 1983, by STEED GROVES, INC., a Florida corporation (herein called "Steed Groves").

Whereas, Steed Groves is the owner of the real property in Osceola County, Florida, described in Schedule A annexed hereto and by reference made a part hereof (herein called the "Property");

Whereas, Steed Groves is the owner of additional adjacent real property in Osceola County, Florida, situate in Sections 3, 4, 9 and 10, Township 25 South, Range 27 East (herein called the "Additional Property");

Whereas, any development of the Property will have a substantial and material effect and impact on the Property and on the Additional Property; and

Whereas, Steed Groves desires that the Property be subject to restrictive covenants to insure the quality of the development of the Property and to protect the interests of Steed Groves in the Property and the Additional Property and the interests of all persons who may purchase the Property and the Additional Property, or any portion or portions thereof, or any interest therein, or who may become the owner or owners of a Parcel or Parcels.

Now, therefore, Steed Groves declares that the Property is and shall be subject to the restrictive covenants herein contained, which restrictive covenants shall run with the land and in favor of and for the benefit of the Property and be binding upon all persons who shall purchase the Property, or any portion or portions thereof, or any interest therein, or who shall become the owner or owners of a Parcel or Parcels.

This instrument was prepared by:

JAMES A. URBAN or  
Carlton, Fields, Ward, Emmanuel,  
Smith & Cutler, P.A.  
Post-Office Box 1171  
Orlando, Florida 32802

ARTICLE 1

DEFINITIONS

1. The following terms, whenever used herein, shall have the following meanings:

1.1 Additional Property. The term "Additional Property" means the real property in Osceola County, Florida, situate in Sections 3, 4, 9 and 10, Township 25 South, Range 27 East, which is owned by Steed Groves and which is adjacent to the Property.

1.2 Central Basin. The term "Central Basin" means the water retention area, which is located on that portion of the Property bounded by U.S. 192 and the Semi-circular Street, as shown on the Grading and Drainage Plan, which is part of the Stormwater Management Plan.

1.3 Connecting Street. The term "Connecting Street" means the street which interconnects with the Semi-circular Street and extends southwesterly from such point of interconnection, as shown on the Preliminary Plan.

1.4 Improvements. The term "Improvements" means improvements of all kinds including, by way of example but not limitation, buildings, utility distribution systems, fire protection systems, stormwater detention/reception systems, irrigation systems, sewer systems, sewer plants, sewer lines, loading areas, paved areas, parking areas, sidewalks, walkways, fences, gates, pools, decks, signs, landscaping and other amenities.

1.5 Parcel. The term "Parcel" means a portion of the Property which has been conveyed by Steed Groves to another person.

1.6 Planning and Design Standards. The term "Planning and Design Standards" means the Planning and Design Standards prepared by Glatting Sellen Lopez Anglin, Inc., dated November 9, 1983. Such term includes the Landscape Concept Plan prepared by Glatting Sellen Lopez Anglin, Inc.

1.7 Preliminary Plan. The term "Preliminary Plan" means the Preliminary Plan of the Property prepared by Donald W. McIntosh Associates, Inc. and Glatting Sellen Lopez Anglin, Inc., filed with the Board of County Commissioners of Osceola County, Florida, as part of the application for use and sale of the Property as a tourist service center.

1.8 Property. The term "Property" means the real property in Osceola County, Florida, described in Schedule A annexed hereto and by reference made a part hereof.

1.9 Steed Groves. The term "Steed Groves" means Steed Groves, Inc., a Florida corporation.

1.10 Semi-circular Street. The term "Semi-circular Street" means the semi-circular street running through the Property and having a southern terminus and a northern terminus with U.S. 192, as shown on the Preliminary Plan.

1.11 Site Development Plan. The term "Site Development Plan" means the Site Development Plan of the Property prepared by Glatting Sellen Lopez Anglin, Inc., filed with the Board of County Commissioners of Osceola County, Florida, as part of the application for use and sale of the Property as a tourist service center.

1.12 Stormwater Management Plan. The term "Stormwater Management Plan" means the Stormwater Management Plan prepared by Donald W. McIntosh Associates, Inc. and Glatting Sellen Lopez Anglin, Inc., filed with South Florida Water Management District and Reedy Creek Improvement District, as such plan is finally approved.

## ARTICLE 2

### REGULATION OF OPERATIONS AND USE

2.1 Permitted Uses. The Property is intended to be a tourist service center. Permitted uses shall be limited to tourist accommodations, restaurants, retail and service establishments and entertainment facilities. No other uses shall be permitted without the prior written approval of Steed Groves. Automotive service stations shall be prohibited.

2.2 Prohibition of Nuisances. The business conducted on a Parcel shall be conducted in compliance with all applicable laws and all applicable rules and regulations of all governmental and regulatory authorities which may have jurisdiction thereof. The business conducted on a Parcel shall be conducted so that none of the following:

- (a) noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;
- (b) smoke;
- (c) noxious, toxic or corrosive fumes or gases;
- (d) obnoxious odors;
- (e) dust, dirt or fly ash;
- (f) unusual fire or explosive hazards; and
- (g) vibrations

shall be discernible outside of the buildings located on such Parcel or shall affect the Property or any portion or portions thereof. No business or occupancy that is generally associated with causing or producing any of such effects shall be permitted on a Parcel.

2.3 Maintenance of Parcel. The owner of a Parcel shall at all times keep such Parcel and all Improvements thereon in a wholesome and sightly condition, free and clear of trash, rubbish, debris and vermin, in compliance with applicable laws and all applicable rules and regulations of all governmental and regulatory authorities which may have jurisdiction thereof and in accordance with the Planning and Design Standards.

2.4 Standards of Construction. All construction of all Improvements on a Parcel shall be performed by or under the supervision of a general contractor licensed to do business in Florida. Such construction and all materials and equipment incorporated into all Improvements shall be in compliance with all applicable laws and all applicable rules and regulations of all governmental and regulatory authorities

which may have jurisdiction thereof and in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 13 hereof.

2.5 Completion of Construction. After commencement of construction of any Improvements on a Parcel, the owner of such Parcel shall diligently prosecute the work thereon, to the end that such Improvements shall be promptly completed and shall not remain in a partly finished condition any longer than is reasonably necessary for completion thereof. The owner of a Parcel on which Improvements are being constructed shall at all times during such construction keep public and private streets adjacent to such Parcel free and clear of dirt, garbage, trash, rubbish and debris which may be occasioned by such construction.

2.6 Excavation. No clearing or excavation shall be permitted on a Parcel except in connection with the construction, maintenance or repair of Improvements on such Parcel in accordance with the approved site plan and construction plans and specifications required by the provisions of Article 13 hereof. Upon completion of such construction, maintenance or repair of such Improvements on a Parcel, all portions of the Parcel on which such clearing or excavation has occurred shall be leveled, graded, seeded and maintained in accordance with the Planning and Design Standards and the provisions of Article 8 hereof.

2.7 Indemnification. The owner of a Parcel shall indemnify, save and hold harmless Steed Groves from and against all claims (which shall include all court costs and all reasonable attorneys' fees incurred, whether incurred out of court, in a trial court, on appeal or in bankruptcy proceedings) for injury to any person or property caused or alleged to be caused by any use or occupancy of such Parcel, or any portion or portions thereof.

ARTICLE 3

SUBDIVISION OF PROPERTY

3. No Parcel shall be subdivided without the prior written approval of Steed Groves. No Parcel shall be combined with another Parcel or Parcels without the prior written approval of Steed Groves. If subdividing or combining of a Parcel or Parcels shall occur, the Parcel or Parcels resulting from such subdividing or combining shall be deemed to be a Parcel or Parcels (as defined in paragraph 1.5 hereof) and shall be treated in all respects as would an original Parcel or Parcels before such subdividing or combining.

ARTICLE 4

BUFFER REQUIREMENTS

4.1 Landscape Buffers. For each Parcel there shall be landscape buffers as follows:

- (a) twenty-five (25) feet adjacent to all street rights-of-way;
- (b) ten (10) feet along common boundary lines between such Parcel and other properties;
- (c) at the intersection of street rights-of-way, an additional buffer, defined as a triangular area determined by the connection of two (2) points each measured twenty (20) feet from the intersection of the interior boundaries of the buffers adjacent to the street rights-of-way required by sub-paragraph (a) of this paragraph 4.1; and
- (d) twenty (20) feet from the boundary of the Central Basin.

4.2 Lake Buffers. There shall be a lake buffer of fifty (50) feet for each of Lake Wilson and Buck Lake (measured from the high water mark) to insure the preservation of desirable lake edge vegetation.

4.3 Landscape Buffer Uses. Landscape buffers required by paragraph 4.1 hereof shall, subject to the provisions of Article 8 hereof, be reserved and used only for landscaping, street stormwater retention, site stormwater retention if capacity exists, utilities, sidewalks, signs and street furnishings and hardware. No parking shall be permitted in such buffers.

4.4 Lake Buffer Uses. Boardwalks, bicycle paths and other similar low intensity uses shall be permitted in the lake buffers required by paragraph 4.2 hereof with the prior written approval of Steed Groves. No tree with a diameter of over four (4) inches measured one (1) foot above the ground shall be removed to accommodate such uses. No parking shall be permitted in such buffers. No structures shall be permitted in such buffers without the prior written approval of Steed Groves.

4.5 Landscaping. The buffers required by paragraphs 4.1 and 4.2 hereof shall be landscaped in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 13 hereof.

#### ARTICLE 5

##### STORMWATER MANAGEMENT

5. The owner of a Parcel shall provide and maintain adequate stormwater detention/retention systems on such Parcel in compliance with all applicable laws and all applicable rules and regulations of all governmental and regulatory authorities which may have jurisdiction thereof and in accordance with the Stormwater Management Plan. Such systems shall be placed, installed or constructed in accordance with the approved site plan or construction plans and specifications required by the provisions of Article 13 hereof. Such systems shall be designed and maintained so that the rate of stormwater discharge released and flowing from a Parcel shall not exceed the maximum rate allowed by South Florida Water Management District and all

other governmental and regulatory authorities which may have jurisdiction thereof. Such systems shall be designed so as not to detract from the appearance of the Parcel on which they are located. Such systems shall be designed so as not to require fencing, and there shall be no fencing of such systems. No modification of or change in such systems shall be made without the prior written approval of Steed Groves. No application for amendment of the Stormwater Management Plan shall be submitted without the prior written approval of Steed Groves.

# ARTICLE 6

## OPEN SPACE REQUIREMENTS

6.1 Minimum Open Space for Parcels. No more than sixty-five percent (65%) of the total land area of a Parcel shall be covered with buildings and paved areas.

6.2 Open Space as to Buildings. Minimum open areas surrounding each building (between the facade of the building and drives, parking areas and other paved areas) shall be maintained as follows:

- (a) front areas along the primary building entrance facade: ten (10) feet plus four (4) feet for each story over two (2) stories;
- (b) side areas along secondary building facades: ten (10) feet plus four (4) feet for each story over two (2) stories (a drop-off being permitted within side open areas); and
- (c) rear or service areas: ten (10) feet.

For purposes of this paragraph 6.2, a story shall be deemed to be each twelve (12) feet of space measured vertically on the exterior surface of a building.

6.3 Landscaping. The open areas required by paragraphs 6.1 and 6.2 hereof shall be landscaped in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 13 hereof.



ARTICLE 7

SETBACKS

7.1 General. No Improvement, or any part thereof, on a Parcel shall be placed, installed or constructed within any street right-of-way, buffer, easement or setback other than the following, but only with the prior written approval of Steed Groves:

- (a) roof overhang;
- (b) steps and walks;
- (c) paving and associated curbing, except that there shall be no vehicle parking areas within twenty-five (25) feet of any property line abutting any street right-of-way, within ten (10) feet of any property line not abutting any street right-of-way or within fifty (50) feet of the high water mark of any lake;
- (d) landscaping; and
- (e) signs.

7.2 Setback from Interior (Side). There shall be, as to each building, a building setback of twenty-five (25) feet from the side property lines, except as otherwise provided in paragraph 7.4 hereof.

7.3 Setback from Rear. There shall be, as to each building, a building setback of twenty-five (25) feet from the rear property line, except as otherwise provided in paragraph 7.4 hereof.

7.4 Setback from Street Rights-of-Way. There shall be, as to each building, a building setback of twenty-five (25) feet from the right-of-way of the Semi-circular Street and from the right-of-way of the Connecting Street and a building setback of fifty (50) feet from the right-of-way of U.S. 192, whether such rights-of-way run along the front, side or rear of a Parcel.

ARTICLE 8

LANDSCAPING

8.1 Parcel Landscaping. Each Parcel shall be landscaped in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of paragraph 13 hereof. All parking areas shall provide interior landscaped areas in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by Article 13 hereof.

8.2 Buffer and Unpaved Right-of-Way Landscaping. The owner of a Parcel shall install all landscaping and automatic underground sprinkler systems for such Parcel, for the buffers for such Parcel required by paragraphs 4.1 and 4.2 hereof and for the unpaved portions of street rights-of-way immediately adjacent to such Parcel in accordance with the approved site plan and construction plans and specifications required by the provisions of paragraph 13 hereof. Such landscaping and sprinkler systems shall be completely installed within thirty (30) days of occupancy or substantial completion of any building constructed upon a Parcel, whichever occurs first.

8.3 Parcel Landscape Maintenance. The owner of a Parcel shall at all times maintain the landscaping on such Parcel (including the buffers required by paragraphs 4.1 and 4.2 hereof) and the landscaping on the unpaved portions of street rights-of-way immediately adjacent to such Parcel in good and sightly order and condition. All such landscaping shall be watered by means of automatic underground sprinkler systems, fertilized and treated for insects, fungus and bacteria so as to keep all vegetation in a healthy condition.

8.4 Buffer and Unpaved Right-of-Way Landscape Maintenance. Until such time as the owners' association is formed in accordance with the provisions of Article 17 hereof, Steed Groves shall (a) cause the landscaping on the unpaved portions of street rights-of-way (other than any portion or

portions thereof immediately adjacent to a Parcel) within the boundaries of the Property and the landscaping on the buffer required by subparagraph (d) of paragraph 4.1 hereof (other than any portion or portions thereof within a Parcel) to be maintained in good and sightly order and condition and watered by means of automatic underground sprinkler systems, fertilized and treated for insects, fungus and bacteria so as to keep all vegetation in a healthy condition, and (b) pay the expense of electricity for street illumination provided by street lights located in the unpaved portions of street rights-of-way (other than any portion or portions thereof immediately adjacent to a Parcel) within the boundaries of the Property. The total expense of such maintenance and electricity shall be assessed by Steed Groves to the owners of all Parcels according to the following formula: the owner of each Parcel shall be assessed in an amount equal to a percentage of the total expense of such maintenance and electricity calculated by multiplying by one hundred (100) the number of acres within such Parcel and by dividing the product thereof by the total number of acres within the Property (except street rights-of-way located within the boundaries of the Property and the Central Basin). The assessment so calculated as to a Parcel shall be paid by the owner of such Parcel to Steed Groves not later than ten (10) days after receipt by such owner of notice of the amount thereof and, if not so paid, such amount, together with interest thereon at the then highest allowable rate permitted to be charged under Florida law, shall be a lien against such Parcel.

#### ARTICLE 9

##### ON-SITE LIGHTING

9.1 Parking Areas. Lighting in parking areas shall be in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 13 hereof. Such lighting shall be limited to high pressure sodium lights.

9.2 Architectural Lighting. Architectural lighting shall be restricted to concealed uplighting and downlighting. Such lighting shall be restrained in design and level of illumination and shall enhance not only the building design, but also the adjoining landscaping.

9.3 Sign Lighting. Illumination of signs shall be permitted only if the source of light is concealed.

#### ARTICLE 10

##### SIGNS

10. No billboards or flashing, animated, trailer, neon or roof signs shall be placed, installed or constructed on a Parcel or any Improvement thereon. Any sign placed, installed or constructed on a Parcel shall be in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of paragraph 13 hereof. No signs, including traffic control or directional signs, shall be placed, installed or constructed on a Parcel without the prior written approval of Steed Groves. No sign placed, installed or constructed on a Parcel shall be altered without the prior written approval of Steed Groves.

#### ARTICLE 11

##### PARKING AND ACCESS

11.1 Adequate Parking Required. The owner of a Parcel shall provide off-street parking on such Parcel adequate to accommodate all of the parking needs of all visitors to such Parcel and all employees and agents of the owner and occupants of such Parcel, including parking for vehicles owned or leased by such owner and occupants. Such parking shall be in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 13 hereof. The intent of this paragraph 11.1 is to eliminate any need for on-street parking. The owner of a Parcel shall require each person coming to such Parcel to park his motor vehicle in designated

paved parking areas and shall not permit any such person to park a motor vehicle on any street, either public or private, or at any place, other than such designated paved parking areas. If parking requirements for a Parcel should increase as a result of a change in use of such Parcel or a change in the number of visitors to such Parcel, the number of employees and agents of the owner and occupants of such Parcel or the number of vehicles owned or leased by such owner and occupants, additional off-street parking shall be provided by the owner of such Parcel to satisfy the intent of this paragraph 11.1.

11.2 Parking Standards. All driveway and parking areas shall be paved with a hard dust-free surface. No paving materials other than asphalt shall be used without the prior written approval of Steed Groves.

11.3 Prohibited Parking. Parking shall not be permitted:

- (a) between the paved portion of any street right-of-way and any property line of a Parcel;
- (b) within twenty-five (25) feet of any property line abutting any street right-of-way;
- (c) within ten (10) feet of any property line not abutting any street right-of-way;
- (d) within fifty (50) feet of the high water mark of any lake;
- (e) on-street; or
- (f) in the aisles of parking areas.

11.4 Access. Street access to a Parcel shall be controlled by the access plan as shown on the Site Development Plan approved by Osceola County, Florida, under existing zoning rules and regulations. Such access shall be limited to one (1) access point for each Parcel unless the street frontage of such Parcel exceeds three hundred (300) feet, in which case an additional access point may be permitted, but only with the prior written approval of Steed Groves.

ARTICLE 12

GENERAL RESTRICTIONS

12. Without limiting the generality of any of the foregoing, the following restrictions shall apply:

12.1 Temporary Improvements. No temporary structures including, by way of example but not limitation, buildings, trailers, tents and shacks shall be placed, installed or constructed on a Parcel except for use solely during, and in connection with, the construction of Improvements on such Parcel in accordance with the approved site plan and construction plans and specifications required by the provisions of Article 13 hereof. Such temporary structures shall be located as inconspicuously as possible and shall be removed immediately after completion of the construction of such Improvements.

12.2 Antennas. No antennas for transmission or reception of television signals shall be placed, installed or constructed on a Parcel or any Improvement thereon. No other form of equipment for electromagnetic radiation transmission or reception of television signals shall be placed, installed or constructed on a Parcel or an Improvement thereon without the prior written approval of Steed Groves. Such approval shall be based primarily upon consideration of the location of such other form of equipment and the adequacy of screening thereof.

12.3 Utility Service. No utility service lines shall be placed, installed or constructed on a Parcel unless the same are contained in conduits or cables located and maintained underground or concealed in, under or on buildings or other Improvements on such Parcel. Electrical transformers shall be permitted if properly screened and approved in advance in writing by Steed Groves. Such utility service lines and electrical transformers shall be placed, installed or constructed in accordance with the approved site plan and construction plans and specifications required by the provisions of Article 13 hereof. Temporary utility service lines may be placed, installed or constructed on a Parcel for use solely during and

in connection with the construction of Improvements on a Parcel in accordance with the approved site plan and construction plans and specifications required by the provisions of Article 13 hereof. Such temporary utility service lines shall be removed immediately after completion of the construction of such Improvements. As used in this paragraph 12.3, the term "utility service lines" means lines, wires and other devices for the communication or transmission of electrical current or power, including electric, telephone, radio and television signals.

12.4 Service and Storage Areas. Garbage and refuse containers on a Parcel shall be contained within buildings, or such containers shall be concealed by means of screening walls of material similar to and compatible with that of the exterior surface of the building utilizing such containers, integrated into the concept of the building plan, designed so as not to attract attention and located in the most inconspicuous manner possible. Such garbage and refuse containers shall be located, and maintained in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 13 hereof.

12.5 Storage and Loading Areas. No materials, supplies or equipment (except during the construction of Improvements) shall be stored on a Parcel except inside an enclosed building which is placed, installed or constructed in accordance with the approved site plan and construction plans and specifications required by the provisions of Article 13 hereof. Loading docks may be placed, installed and constructed on a Parcel but only if located on the rear or side yards of such Parcel, entirely recessed within buildings and closed when not in use by doors or other opaque screens. Such loading docks shall be placed, installed and constructed in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 13 hereof.

12.6 Streets, Drives, Curbs and Walks. Streets, drives, curbs and walks shall be placed, installed or constructed on a Parcel in accordance with the approved site plan and construction plans and specifications required by the provisions of Article 13 hereof.

12.7 Storage Tanks. No above ground storage tanks including, by way of example but not limitation, those used for the storage of water, propane gas or oil, shall be placed, installed or constructed on a Parcel. Such storage tanks, if buried, may be placed, installed or constructed on a Parcel but only with the prior written approval of Steed Groves. No gasoline or diesel fuel pumps shall be placed, installed or constructed on a Parcel.

12.8 Private Wells. No irrigation wells shall be placed, installed or constructed on a Parcel without the prior written approval of Steed Groves.

12.9 Mail Boxes. Unless specifically required by the U.S. Postal Service, no mail boxes shall be permitted on a Parcel except within or on a building. No exterior U.S. mail service drop boxes and no exterior private mail or courier service drop boxes shall be placed, installed or constructed on a Parcel without the prior written approval of Steed Groves.

12.10 Air Conditioning Equipment. No air conditioning equipment which is visible on the exterior of any building or other Improvement shall be placed, installed or constructed on a Parcel without the prior written approval of Steed Groves. Such approval shall be based primarily upon consideration of the adequacy of screening or landscaping of such equipment and the adequacy and appearance of the method used to dispose of the condensate drainage.

12.11 Exterior Materials and Colors. Finish building materials shall be applied to all sides of all buildings constructed on a Parcel. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. Such materials and colors shall be in accordance with the



Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 13 hereof.

12.12 Repair of Buildings. No building or other Improvement located on a Parcel shall be permitted to fall into disrepair. The owner of a Parcel shall maintain all buildings and other Improvements on such Parcel in good condition and repair including, by way of example but not limitation, adequate painting or other appropriate maintenance thereof, in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 13 hereof.

#### ARTICLE 13

##### APPROVALS

13.1 Submittal of Plans Required. Before commencing the construction or alteration of any Improvement on a Parcel, the owner of such Parcel shall first submit a site plan and construction plans and specifications to Steed Groves for approval, and no construction or alteration of any Improvement shall be commenced until such site plan and construction plans and specifications shall have been approved in writing by Steed Groves in accordance with the provisions of this Article 13. Such site plan and construction plans and specifications shall be prepared and signed by one or more architects, landscape architects or engineers registered and licensed to do business in Florida. Construction plans and specifications for all buildings shall be prepared and signed by an AIA architect registered and licensed to do business in Florida. Such site plan and construction plans and specifications shall show, to the extent applicable, plot layout, including dimensions, all exterior elevations of all buildings and other Improvements and the materials, colors, and structural design thereof, utility distribution systems, fire protection systems, stormwater detention/retention systems, irrigation systems, sewer systems, sewer plants, sewer lines,

loading areas, paved areas, parking areas, sidewalks, walkways, fences, gates, pools, decks, signs, landscaping and other amenities. Such site plan and construction plans and specifications shall be signed by the owner of the Parcel submitting them and shall be accompanied by the written request of such owner for approval of such site plan and construction plans and specifications or, if approval of less than all of such site plan and construction plans and specifications is sought, specifying the part as to which approval is sought. No approval under the provisions of this Article 13 shall be required for the alteration of the interior of an existing building unless the planned interior alteration will substantially change the primary use of such building, will affect the structural integrity of such building or will create a greater demand for parking on the Parcel on which such building is located. Steed Groves may, by written notice given within fifteen (15) days after a site plan and construction plans and specifications have been submitted to it for approval, require such site plan and construction plans and specifications to be amended or supplemented to provide such additional information as Steed Groves, in its sole discretion, deems necessary or desirable to enable it to evaluate such site plan and construction plans and specifications.

13.2 Approval Considerations. Steed Groves shall, in approving or disapproving the site plan and construction plans and specifications submitted to it for approval by the owner of a Parcel, consider conformance of such site plan and construction plans and specifications with the purposes and general plan and intent of the restrictive covenants herein contained, the Planning and Design Standards and the Stormwater Management Plan, including, by way of example but not limitation, stormwater drainage, conformity and harmony of external design of proposed Improvements with nearby Improvements, proposed operations and uses of such Parcel and proposed Improvements thereon, relation of topography, grade and finished ground elevation of

such Parcel to that of nearby property, and proper facing of elevations of Improvements with respect to nearby streets. Steed Groves may utilize the services of such architects, landscape architects and engineers as it deems reasonably necessary or desirable to assist it in evaluating the site plan and construction plans and specifications submitted to it for approval. The owner of a Parcel submitting a site plan and construction plans and specifications to Steed Groves for approval agrees, by the submission thereof, to pay to Steed Groves an amount equal to sixty percent (60%) of the fees and expenses reasonably incurred by it for the services of such architects, landscape architects and engineers within ten (10) days after receipt of notice of the amount thereof and, if not so paid, such amount, together with interest thereon at the highest allowable rate permitted to be charged under Florida law, shall be a lien against such Parcel. Steed Groves shall not arbitrarily or unreasonably withhold its approval of the site plan and construction plans and specifications submitted to it by the owner of a Parcel and for which approval is sought by such owner in accordance with the provisions of this Article 13.

13.3 Mandatory Action. Steed Groves shall approve or disapprove the site plan and construction plans and specifications (if the same are final and complete) submitted to it for approval within fifteen (15) days after receipt by Steed Groves of such site plan and construction plans and specifications and the owner's written request for approval. If Steed Groves should request that such site plan and construction plans and specifications submitted to it for approval be amended or supplemented in accordance with the provisions of paragraph 13.1 hereof, the period of time allowed for approval or disapproval shall be extended until fifteen (15) days after the requested amendment or supplement has been received by Steed Groves. If Steed Groves fails either to approve or disapprove the site plan and construction plans and specifications submitted to it for approval (as amended or supplemented, if ap-

plicable), within the period of time allowed for approval or disapproval (as extended, if applicable), it shall be conclusively presumed that Steed Groves has approved such site plan and construction plans and specifications as of the termination of such period of time and, upon written request, Steed Groves will execute a written statement confirming such approval.

13.4 Reasons for Disapprovals Required. If Steed Groves should disapprove the site plan and construction plans and specifications submitted to it for approval by the owner of a Parcel, it shall furnish to such owner written notice of such disapproval, accompanied by a written outline of the reason or reasons for such disapproval.

13.5 Term of Approval. If Steed Groves shall approve (or be presumed to approve through its failure either to approve or disapprove in accordance with the provisions of paragraph 13.3 hereof) the site plan and construction plans and specifications submitted to it for approval, such approval shall be effective for a period of one (1) year from the date of such approval and, if construction of Improvements in accordance with such approved site plan and construction plans and specifications shall not have commenced within such one (1) year period, such approval shall expire, and no construction of such Improvements shall thereafter commence until after the owner of such Parcel shall have resubmitted a site plan and construction plans and specifications for approval and shall have obtained approval thereof in accordance with the provisions of this Article 13.

13.6 Grantor Liability. Steed Groves shall not be liable in damages to the owner of a Parcel who submits a site plan and construction plans and specifications to it and for which approval is sought by such owner, or to the owner or occupant of any other Parcel, by reason of any mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval of, or failure to

approve or disapprove, any site plan and construction plans and specifications submitted to it for approval. Each owner of a Parcel who submits a site plan and construction plans and specifications to Steed Groves for approval agrees, by the submission thereof, and each owner of the Property, or any portion or portions thereof, or any interest therein, and each owner and occupant of a Parcel or Parcels agrees, by acquiring title to or any interest therein, that he will not bring any proceedings against Steed Groves to recover any such damages. Approval by Steed Groves of a site plan and construction plans and specifications submitted to it for approval, any other approval or consent given by Steed Groves and any other action taken by Steed Groves pursuant hereto, or otherwise, shall be solely to protect the quality of the Property and the Additional Property, and shall not be deemed a warranty, representation or covenant that such site plan and construction plans and specifications or the Improvements to be constructed in accordance therewith, approval thereof, any other approval or consent given or any other action taken pursuant hereto, or otherwise, is in compliance with, and not in violation of, applicable laws and applicable rules and regulations of any governmental and regulatory authorities which may have jurisdiction thereof, and Steed Groves is hereby expressly released and relieved of any and all liability in connection therewith.

13.7 Indemnification. Each owner of a Parcel shall indemnify, save and hold harmless Steed Groves from and against all claims (which shall include all court costs and all reasonable attorneys' fees incurred, whether incurred out of court, in a trial court, on appeal or in bankruptcy proceedings) for injury to any person or property caused or alleged to be caused by the approval or disapproval by Steed Groves of the site plan and construction plans and specifications submitted to it by the owner of such Parcel for approval, any other approval or consent given by Steed Groves and any other action taken by Steed Groves pursuant hereto, or otherwise.

## ARTICLE 14

ENFORCEMENT

14.1 Remedies. The restrictive covenants herein contained shall be construed as covenants running with the land and shall inure to the benefit of Steed Groves, any subsequent owner or owners of the Property, or any portion or portions thereof or any interest therein, and any owner or owners of a Parcel or Parcels. Steed Groves, any subsequent owner or owners of the Property, or any portion or portions thereof or any interest therein, and any owner or owners of a Parcel or Parcels shall have the right to enforce the restrictive covenants herein contained and to compel compliance with the requirements hereunder by proceedings at law or in equity. The failure of Steed Groves or of any other person entitled to enforce the restrictive covenants herein contained or to compel compliance with the requirements hereunder to enforce such restrictive covenants or to compel such compliance shall in no event be deemed a waiver by Steed Groves or by any other such person of the right thereafter to enforce such restrictive covenants or to compel compliance with such requirements, nor shall there be any liability on the part of Steed Groves or any other such person for failure to enforce any of such restrictive covenants or to compel compliance with any of such requirements. Before bringing proceedings at law or in equity to enforce any of the restrictive covenants herein contained or to compel compliance with any of the requirements hereunder, Steed Groves or any other person bringing such proceedings shall give to the owner of the Parcel on or as to which a violation or non-compliance is alleged to be occurring written notice specifying the restrictive covenant or covenants violated or the requirement not complied with and describing the violation thereof or non-compliance therewith. Such owner shall have ten (10) days after receipt of such notice to correct such violation or non-compliance. Provided; however, anything herein to the contrary notwithstanding, the owner of each Parcel,

by acceptance of a deed therefor, acknowledges that violation of certain of the restrictive covenants herein contained and non-compliance with certain of the requirements hereunder will cause immediate and irreparable injury, loss or damage to Steed Groves and to other persons entitled to bring proceedings to enforce such restrictive covenants and to compel compliance with such requirements, for which there is no adequate remedy at law, and each owner of a Parcel agrees, by acceptance of a deed therefor, that if Steed Groves or any of such other persons, in the sole judgment of Steed Groves or any of such other persons, determines that violation of any of the restrictive covenants herein contained or non-compliance with any of the requirements hereunder will cause such immediate and irreparable injury, loss or damage, for which there is no adequate remedy at law, Steed Groves or any of such other persons shall be entitled to apply to any court of competent jurisdiction for an injunction or temporary restraining order enforcing such restrictive covenants and compelling compliance with such requirements and restraining and enjoining the violation of such restrictive covenants and the non-compliance with such requirements. without notice to, or opportunity to be heard by, the owner of the Parcel on or as to which such violation or non-compliance is alleged to be occurring.

14.2 Right to Act. In the event the owner of a Parcel violates any of the restrictive covenants contained herein or fails to comply with any of the requirements hereunder, Steed Groves may, in addition to all other remedies available to it, require such owner forthwith to cease such violation or non-compliance and may enter upon the Parcel on or as to which such violation or non-compliance is occurring and take such action as is required to correct such violation or non-compliance, at the sole expense of the owner of such Parcel. The owner of the Parcel as to which such action shall be taken shall pay to Steed Groves all expenses incurred by it in taking such action not later than ten (10) days after receipt of notice of the

amount thereof and, if not so paid, such amount, together with interest thereon at the highest allowable rate permitted to be charged under Florida law, shall be a lien against such Parcel.

14.3 Attorneys' Fees. In connection with any proceedings to enforce any of the restrictive covenants herein contained, or to compel compliance with any of the requirements hereunder, or for damages for breach of any of such restrictive covenants or requirements, or to enforce any lien provided hereunder, or for construction of any of the provisions hereof, Steed Groves, any subsequent owner or owners of the Property, or any portion or portions thereof, or any interest therein, or the owner or owners of a Parcel or Parcels bringing such proceedings shall be entitled to recover all court costs and all reasonable attorneys' fees incurred, whether incurred out of court, in a trial court, on appeal or in bankruptcy proceedings.

#### ARTICLE 15

##### TERM AND AMENDMENT

15.1 Term. The restrictive covenants herein contained shall continue in full force and effect for a period of thirty (30) years from the date hereof, after which they shall be automatically extended for successive periods of ten (10) years each, unless terminated after such initial period of thirty (30) years with the written approval of eighty percent (80%) of the then record fee title owners of the Property (except street rights-of-way located within the boundaries of the Property and the Central Basin).

15.2 Amendment. The restrictive covenants herein contained may be amended during the first fifteen (15) years commencing with the date hereof, but only with the written approval of Steed Groves and of the then record fee title owners of eighty percent (80%) of the Property (except street rights-of-way located within the boundaries of the Property and the Central Basin). The restrictive covenants herein con-



tained may be amended after the first fifteen (15) years commencing with the date hereof, but only with the written approval of the then record fee title owners of eighty percent (80%) of the Property (except street rights-of-way located within the boundaries of the Property and the Central Basin).

ARTICLE 16

ANNEXATION TO THE PROPERTY AND  
ASSIGNMENT OF RIGHTS AND DUTIES

16.1 Annexation. Steed Groves hereby reserves the right to add the Additional Property, or a portion or portions thereof, to the Property. Such Additional Property, if added, shall be subject to and governed by the restrictive covenants herein contained, as such restrictive covenants may have been amended at the time or times such Additional Property is added.

16.2 Assignment of Rights and Duties. Steed Groves hereby reserves the right to assign the rights, powers, duties and obligations of Steed Groves hereunder, or any of them. Each assignee shall accept such assignment in writing and shall, from and after the date of such assignment, have the same rights and powers of Steed Groves hereunder and shall expressly assume in writing all of the duties and obligations of Steed Groves hereunder. Following such assignment, Steed Groves shall be released from all duties and obligations imposed upon or assumed by it hereunder.

ARTICLE 17

OWNERS' ASSOCIATION

17.1 Formation. Immediately following the conveyance by Steed Groves of all of the Property (except street rights-of-way located within the boundaries of the Property and the Central Basin), or at such earlier time as Steed Groves may elect, Steed Groves shall cause an owners' association to be incorporated as a not-for-profit corporation under Florida law.

17.2 Membership. Each owner of a Parcel shall be a member of the owners' association.

17.3 Voting. The voting rights of each member of the owners' association shall be determined by multiplying by one hundred (100) the number of acres within the Parcel owned by such member and by dividing the product thereof by the total number of acres within the Property (except street rights-of-way located within the boundaries of the Property and the Central Basin).

17.4 Common Properties. Steed Groves shall, upon formation of the owners' association, convey to such owners' association title to all street rights-of-way located within the boundaries of the Property and title to the Central Basin; provided, however, conveyance of title to such street rights-of-way shall be subject to any prior dedication thereof (which right of dedication is hereby reserved by Steed Groves) and, if any or all of such street rights-of-way shall not have been previously dedicated, conveyance thereof shall be subject to a perpetual easement in favor of Steed Groves and its successors and assigns for ingress and egress to and from any of the Property owned by Steed Groves and the Additional Property.

17.5 Purposes. The owners' association shall, from and after its formation, have the same rights and powers of Steed Groves hereunder and shall expressly assume in writing all of the duties and obligations of Steed Groves hereunder. Following such formation, Steed Groves shall be released from all duties and obligations imposed upon or assumed by it hereunder. The purposes of the owners' association shall be to hold title to street rights-of-way conveyed to it in accordance with the provisions of paragraph 17.4 hereof and title to the Central Basin, to maintain such rights-of-way and Central Basin, to maintain the landscaping required to be maintained by Steed Groves and to pay the expense of electricity required to be paid by Steed Groves in accordance with the provisions of paragraph 8.4 hereof, to enforce the restrictive covenants herein contained, to compel compliance with the requirements hereunder, to provide for the employment of security personnel,

fire fighting personnel and such other personnel deemed necessary or desirable, to perform all acts deemed necessary or desirable hereunder, to approve or disapprove the site plan and construction plans and specifications submitted by the owner of a Parcel and for which approval is sought by such owner in accordance with the provisions of Article 13 hereof, to approve or consent to any use which requires the approval or consent of Stead Groves hereunder and to take such other action as may be taken by Stead Groves hereunder.

17.6 Assessments. The owner of each Parcel agrees, by acceptance of a deed therefor, to pay to the owners' association any and all assessments levied by such owners' association in order to carry out its purposes in accordance with the provisions of paragraph 17.5 hereof. Such assessments may be in the form of annual assessments or special assessments, or both, as the board of directors of the owners' association shall determine, but total assessments for any year shall not be increased by more than ten percent (10%) of the total assessments for the prior year, except with the written approval of the then record fee title owners of eighty percent (80%) of the Property (except street rights-of-way located within the boundaries of the Property and the Central Basin).

#### ARTICLE 18

##### MISCELLANEOUS PROVISIONS

18.1 Constructive Notice and Acceptance. Every person who becomes the owner of a Parcel or Parcels or who acquires title to the Property, or any portion or portions thereof or any interest therein, shall be conclusively deemed to have consented and agreed to the restrictive covenants herein contained and the requirements hereunder, whether or not there is any reference to such restrictive covenants or requirements in the instrument or instruments by which such person becomes the owner of a Parcel or Parcels or acquires title to the Property, or any portion or portions thereof or any interest therein.

18.2 Headings. Article and paragraph headings herein are for convenience of reference only and shall not be considered to be part hereof or used in the interpretation hereof.

18.3 Singular and Plural. The use herein of the singular number includes the plural number and the use herein of any gender includes all genders. The use herein of the words "person" and "persons" includes individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups or combinations.

18.4 Governing Law. This Declaration of Restrictive Covenants shall be governed by and interpreted in accordance with the laws of the State of Florida.

18.5 Notices. Notices required or permitted hereunder shall be in writing and may be served by personal delivery or by United States mail, postage prepaid, registered or certified mail, return receipt requested, to the last known address of the person served. Service shall be deemed complete when the notice is personally delivered or is deposited in the mail in accordance with the provisions of this paragraph 18.5. Provided, however, if any time specified herein within which an act may or shall be performed begins only after notice has been received, such notice shall be deemed to have been received on the date on which such notice is personally delivered or, if mailed in accordance with the provisions of this paragraph 18.5, on the date on which the U.S. Postal Service delivers such notice or advises that it is unable to complete delivery thereof.

18.6 Severability. If any part, term or provision hereof shall be determined to be invalid, the validity of the remaining parts, terms and provisions hereof shall not be affected thereby but shall be construed and enforced as if the invalid part, term or provision were not a part hereof.

18.7 Conflicting Provisions. If any part, term or provision hereof conflicts with any part, term or provision of

the Planning and Design Standards, the part, term or provision hereof shall prevail over the conflicting part, term or provision of the Planning and Design Standards.

18.8 No Partnership. Nothing herein shall be deemed to create or constitute a partnership between Steed Groves and the owner or owners of a Parcel or Parcels.

In witness whereof, STEED GROVES, INC. has caused this Declaration of Restrictive Covenants to be executed the day and year first above written.

Executed in the presence of:

STEED GROVES, INC.

Jerry H. Turner  
Phyllis D. Benedetto

By: Joseph B. Steed  
JOSEPH B. STEED  
As its President

Attest:

By: Alice S. Urban  
ALICE S. URBAN  
As its Secretary

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9th day of November, 1933, by JOSEPH B. STEED and ALICE S. URBAN, the President and Secretary, respectively, of STEED GROVES, INC., a Florida corporation, on behalf of the corporation.

Phyllis D. Benedetto  
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC 19 1933  
RECORDED THRU GENERAL INDEX UNDER 6925

Legal Description of the Property

A portion of Section 3, Township 25 South, Range 27 East, Osceola County, Florida, being more particularly described as follows:

Begin at the Southeast corner of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 3; thence run N 00°09'26" W along the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 3 for a distance of 200.00 feet; thence run N 29°50'34" E for a distance of 762.84 feet to the Southerly Right-of-Way line of U.S. 192; thence run S 46°11'02" E along the aforementioned Right-of-Way line for a distance of 824.73 feet; thence run S 43°48'58" W for a distance of 50.00 feet; thence run S 46°11'02" E for a distance of 400.00 feet; thence run N 43°48'58" E for a distance of 50.00 feet; thence run S 46°11'02" E for a distance of 1008.26 feet to a point on the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 3; thence run S 00°02'37" E along the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 3 for a distance of 1283.47 feet to the Southeast corner of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 3; thence run S 89°37'47" W along the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 3 for a distance of 663.07 feet to the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 3; thence run S 89°51'26" W along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 3 for a distance of 306.00 feet; thence run N 46°11'02" W parallel with the Southerly Right-of-Way line of U.S. 192 for a distance of 1412.90 feet; thence run N 00°09'26" W for a distance of 994.63 feet to the Point of Beginning.

Schedule A

FILED WITH  
CLERK OF CIRCUIT COURT  
OSCEOLA COUNTY, FL.

83 NOV -9 P 3:28

RECORDED AND  
RETURNED VERIFIED

14752

AMENDMENT AND RESTATEMENT OF  
DECLARATION OF RESTRICTIVE COVENANTS

This Amendment and Restatement of Declaration of Restrictive Covenants is made this 4th day of September, 1984, by STEED GROVES, INC., a Florida corporation (herein called "Steed Groves").

Whereas, on November 9, 1983, Steed Groves made a Declaration of Restrictive Covenants, which is recorded in O.R. Book 692, at pages 417 through 446, both inclusive, of the Public Records of Osceola County, Florida, making certain real property in Osceola County, Florida, described in Schedule A annexed to such Declaration of Restrictive Covenants and by reference made a part thereof, subject to the restrictive covenants contained in such Declaration of Restrictive Covenants;

Whereas, South Florida Water Management District requires that a property owners association be formed to operate and maintain the Surface Water Management System for the real property made subject to the restrictive covenants contained in such Declaration of Restrictive Covenants;

Whereas, South Florida Water Management District requires certain amendments to such Declaration of Restrictive Covenants concerning the operation and maintenance of the Surface Water Management System for the real property made subject to the restrictive covenants contained in such Declaration of Restrictive Covenants;

Whereas, Steed Groves is the sole owner of the real property made subject to the restrictive covenants contained in such Declaration of Restrictive Covenants;

Whereas, Steed Groves has the sole power to amend such Declaration of Restrictive Covenants under the power to amend reserved in such Declaration of Restrictive Covenants; and

This instrument was prepared by:

JAMES A. URBAN of  
Carlton, Fields, Ward, Emmanuel,  
Smith & Cutler, P.A.  
Post Office Box 1171  
Orlando, Florida 32802

Whereas, Steed Groves desires to amend and restate in its entirety the Declaration of Restrictive Covenants recorded in O.R. Book 692, at pages 417 through 446, both inclusive, of the Public Records of Osceola County, Florida.

Now, therefore, Steed Groves amends and restates in its entirety the Declaration of Restrictive Covenants recorded in O.R. Book 692, at pages 417 through 446, both inclusive, of the Public Records of Osceola County, Florida, to read as follows:

Steed Groves hereby declares that the real property in Osceola County, Florida, described in Schedule A annexed to this Amendment and Restatement of Declaration of Restrictive Covenants and by reference made a part hereof, is and shall be subject to the restrictive covenants contained in this Amendment and Restatement of Declaration of Restrictive Covenants, which restrictive covenants shall run with the land and in favor of and for the benefit of the real property described in Schedule A annexed hereto and by reference made a part hereof, and be binding upon any and all persons who may purchase or otherwise become the owner or owners of such real property, or any portion or portions thereof, or any interest or interests therein.

#### ARTICLE 1

##### Definitions

The following terms, wherever used in this Declaration, shall have the following meanings:

1.1 Additional Property. The term "Additional Property" means the real property in Osceola County, Florida, in Sections 3, 4, 9 and 10, Township 25 South, Range 27 East (exclusive of the Property) which is owned by Steed Groves, Inc. and which is adjacent to the Property.

1.2 Application. The term "Application" means Application for Permit No. 05233-E submitted to South Florida



Water Management District for a surface water management system associated with and required for the development of the Property.

1.3 Articles. The term "Articles" means the Articles of Incorporation of the Association filed or to be filed by the Office of the Secretary of State of the State of Florida.

1.4 Association. The term "Association" means Westwind Commercial Center Property Owners Association, Inc., a Florida not for profit corporation.

1.5 Common Properties. The term "Common Properties" means the rights-of-way of all streets located within the boundaries of the Property; drainage easements granted by Steed Groves to the Association in compliance with the Permit and recorded among the Public Records of Osceola County, Florida; and the Surface Water Management System.

1.6 Connecting Street. The term "Connecting Street" means the street proposed to be constructed within the Property, which street will interconnect with the Semi-circular Street proposed to be constructed within the Property and will extend southwesterly from such point of interconnection to Oak Island Road.

1.7 Declaration. The term "Declaration" means this Amendment and Restatement of Declaration of Restrictive Covenants, which amends and restates in its entirety the Declaration of Restrictive Covenants made the 9th day of November, 1983, by Steed Groves, Inc., and recorded in O.R. Book 692, at pages 417 through 446, both inclusive, of the Public Records of Osceola County, Florida.

1.8 Improvements. The term "Improvements" means improvements of all kinds including, by way of example but not limitation, buildings, utility distribution systems, fire protection systems, drainage systems, surface water management

systems, irrigation systems, sewer systems, sewer plants, sewer lines, effluent disposal facilities, loading areas, paved areas, parking areas, sidewalks, walkways, walls, fences, gates, pools, decks, signs, landscaping and other amenities.

1.9 Owner. The term "Owner" means the record title owner of a portion of the Property.

1.10 Parcel. The term "Parcel" means a portion of the Property, title to which has been conveyed by Steed Groves to another person.

1.11 Permit. The term "Permit" means Permit No. 49-00216-S issued by South Florida Water Management District which approved the Application.

1.12 Person. The term "Person" means an individual, a firm, an association, a joint venture, a partnership, an estate, a trust, a business trust, a syndicate, a fiduciary, a corporation and any other group or combination.

1.13 Planning and Design Standards. The term "Planning and Design Standards" means the Planning and Design Standards prepared for the Property by Glatting Sellen Lopez Anglin, Inc., dated November 9, 1983. Such term includes the Landscape Concept Plan prepared for the Property by Glatting Sellen Lopez Anglin, Inc.

1.14 Preliminary Plan. The term "Preliminary Plan" means the Preliminary Plan prepared for the Property by Donald W. McIntosh Associates, Inc. and Glatting Sellen Lopez Anglin, Inc., filed with the Board of County Commissioners of Osceola County, Florida, as part of the application for use of the Property as a tourist service center.

1.15 Property. The term "Property" means the real property in Osceola County, Florida, described in Schedule A annexed to this Declaration and by reference made a part of this Declaration. Such term includes the Additional Property, or such portion or portions thereof, if any, as may be added

to the Property at any time and from time to time in accordance with the provisions of Article 18 of this Declaration.

1.16 Semi-circular Street. The term "Semi-circular Street" means the semi-circular street proposed to be constructed within the Property, which proposed street will have northern and southern termini interconnecting with U.S. 192.

1.17 Site Development Plan. The term "Site Development Plan" means the Site Development Plan prepared by Glatting Sellen Lopez Anglin, Inc., filed with the Board of County Commissioners of Osceola County, Florida, as part of the application for use of the Property as a tourist service center.

1.18 Steed Groves. The term "Steed Groves" means Steed Groves, Inc., a Florida corporation.

1.19 Surface Water Management System. The term "Surface Water Management System" means the Surface Water Management System approved by South Florida Water Management District under the Permit, which approved the Application, together with all improvements constructed as part of such Surface Water Management System.

## ARTICLE 2

### Purposes

2.1 Assurance of Quality. This Declaration is made by Steed Groves, the owner of the Property and the owner of the Additional Property, because any development of the Property will have a substantial and material effect and impact on the Property and on the Additional Property, and Steed Groves desires, by and through subjecting the Property to the restrictive covenants contained in this Declaration, to assure the quality of the development of the Property and to protect the interests of Steed Groves in the Property and the Additional Property and the interests of all persons who may

purchase or otherwise become the Owner or Owners of the Property and the Additional Property, or any portion or portions thereof, or any interest or interests therein.

2.2 Surface Water Management System. This Declaration is also made to assure that the Surface Water Management System will be developed, operated and maintained in accordance with the Permit.

### ARTICLE 3

#### REGULATION OF OPERATIONS AND USES

3.1 Permitted Uses. The Property is intended to be a tourist service center. Permitted uses shall be limited to tourist accommodations, restaurants, retail and service establishments and entertainment facilities. No other uses shall be permitted without the prior written approval of the Association (and of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property). Automotive service stations shall be prohibited.

3.2 Prohibition of Nuisances. The business conducted on a Parcel shall be conducted in compliance with all applicable laws and all applicable rules and regulations, including environmental rules and regulations, of all governmental and regulatory authorities which may have jurisdiction thereof. The business conducted on a Parcel shall be conducted so that none of the following:

- (a) noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;
- (b) smoke;
- (c) noxious, toxic or corrosive fumes or gases;
- (d) obnoxious odors;
- (e) dust, dirt or fly ash;
- (f) unusual fire or explosive hazards; and
- (g) vibrations

shall be discernible outside of the buildings located on such Parcel or shall affect the Property or any portion or portions thereof. No business or occupancy that is generally associated with causing or producing any of such effects shall be permitted on a Parcel.

3.3 Maintenance of Parcel. The Owner of a Parcel shall at all times keep such Parcel and all Improvements thereon in a safe, clean, wholesome and sightly condition, free and clear of dirt, garbage, trash, rubbish, debris and vermin, in compliance with all applicable laws and all applicable rules and regulations, including environmental rules and regulations, of all governmental and regulatory authorities which may have jurisdiction thereof and in accordance with the Planning and Design Standards.

3.4 Standards of Construction. All construction of all Improvements on a Parcel shall be performed by or under the supervision of a general contractor licensed to do business in Florida. Such construction and all materials and equipment incorporated into all Improvements shall be in compliance with all applicable laws and all applicable rules and regulations, including environmental rules and regulations, of all governmental and regulatory authorities which may have jurisdiction thereof and in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration.

3.5 Completion of Construction. After commencement of construction of any Improvements on a Parcel, the Owner of such Parcel shall diligently prosecute the work thereon, to the end that such Improvements shall be promptly completed and shall not remain in a partly finished condition any longer than is reasonably necessary for completion thereof. The Owner of a Parcel on which Improvements are being constructed shall at all times during such construction keep public and private

streets adjacent to such Parcel free and clear of dirt, garbage, trash, rubbish and debris which may be occasioned by such construction.

3.6 Excavation. No clearing or excavation shall be permitted on a Parcel except in connection with the construction, maintenance or repair of Improvements on such Parcel in accordance with the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration. Upon completion of such construction, maintenance or repair of such Improvements on a Parcel, all portions of the Parcel on which such clearing or excavation has occurred shall be leveled, graded, seeded and maintained in accordance with the Planning and Design Standards and the provisions of Article 9 of this Declaration.

3.7 Indemnification. The Owner of a Parcel shall indemnify, save and hold harmless the Association and Steed Groves from and against all claims (which shall include all court costs and all reasonable attorneys' fees incurred, whether incurred out of court, in a trial court, on appeal or in bankruptcy proceedings) for injury to any person or property caused or alleged to be caused by any use or occupancy of such Parcel, or any portion or portions thereof.

#### ARTICLE 4

##### SUBDIVISION OF PROPERTY

4. No Parcel shall be subdivided without the prior written approval of the Association (and of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property). No Parcel shall be combined with another Parcel or Parcels without the prior written approval of the Association (and of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property). If subdividing or combining of a Parcel or Parcels shall occur, the Parcel or Parcels resulting from such

subdividing or combining shall be deemed to be a Parcel or Parcels (as defined in paragraph 1.10 of this Declaration) and shall be treated in all respects as would an original Parcel or Parcels before such subdividing or combining.

#### ARTICLE 5

##### BUFFER REQUIREMENTS

5.1 Landscape Buffers. For each Parcel there shall be landscape buffers as follows:

- (a) twenty-five (25) feet adjacent to all street rights-of-way;
- (b) ten (10) feet along common boundary lines between such Parcel and other properties;
- (c) at the intersection of street rights-of-way, an additional buffer, defined as a triangular area determined by the connection of two (2) points each measured twenty (20) feet from the intersection of the interior boundaries of the buffers adjacent to the street rights-of-way required by subparagraph (a) of this paragraph 5.1; and
- (d) twenty (20) feet from the boundary of the water retention area located within the area bounded by the rights-of-way of the Semi-circular Street and U.S. 192, which water retention area is part of the Surface Water Management System.

5.2 Lake Buffers. There shall be a lake buffer of fifty (50) feet for each of Lake Wilson and Buck Lake (measured from high water mark) to insure the preservation of desirable lake edge vegetation.

5.3 Landscape Buffer Uses. Landscape buffers required by paragraph 5.1 of this Declaration, shall, subject to the

visions of Article 9 of this Declaration, be reserved and used only for landscaping, street surface water retention, site surface water retention if capacity exists, utilities, sidewalks, signs and street furnishings and hardware. No parking shall be permitted in such buffers.

5.4 Lake Buffer Uses. Boardwalks, bicycle paths and other similar low intensity uses shall be permitted in the lake buffers required by paragraph 5.2 of this Article 5 with the prior written approval of the Association (and of Stead Groves so long as it owns any portion or portions of the Property and the Additional Property). No tree with a diameter of over four (4) inches measured one (1) foot above the ground shall be removed to accommodate such uses. No parking shall be permitted in such buffers. No structures shall be permitted in such buffers without the prior written approval of the Association (and of Stead Groves so long as it owns any portion or portions of the Property and the Additional Property).

5.5 Landscaping. The buffers required by paragraphs 5.1 and 5.2 of this Article 5 shall be landscaped in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration.

#### ARTICLE 6

##### SURFACE WATER MANAGEMENT

6. The Owner of a Parcel shall provide and maintain adequate surface water detention and retention systems on such Parcel in compliance with all applicable laws and all applicable rules and regulations, including environmental rules and regulations, of all governmental and regulatory authorities which may have jurisdiction. Such systems (including all paving, grading and drainage plans) shall be submitted to



South Florida Water Management District and shall be subject to the review and approval of such district before construction begins. All such systems shall be placed, installed or constructed in accordance with the Permit and the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration. Such systems shall be designed and maintained so that the rate of surface water discharge released and flowing from a Parcel shall not exceed the maximum rate allowed by South Florida Water Management District and all other governmental and regulatory authorities which may have jurisdiction thereof. Such systems shall be designed so as not to detract from the appearance of the Parcel on which they are located. Such systems shall be designed so as not to require fencing, and there shall be no fencing of such systems. No modification of or change in such systems shall be made without the prior written approval of South Florida Water Management District, the Association (and Steed Groves so long as it owns any portion or portions of the Property or the Additional Property). No application for amendment of the Surface Water Management System shall be submitted without the prior written approval of the Association (and of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property).

#### ARTICLE 7

##### OPEN SPACE REQUIREMENTS

7.1 Minimum Open Space for Parcels. No more than sixty-five percent (65%) of the total land area of a Parcel shall be covered with buildings and paved areas.

7.2 Open Space as to Buildings. Minimum open areas surrounding each building (between the facade of the building and drives, parking areas and other paved areas) shall be maintained as follows:

- (a) front areas along the primary building entrance facade: ten (10) feet plus four (4) feet for each story over two (2) stories;
- (b) side areas along secondary building facades: ten (10) feet plus four (4) feet for each story over two (2) stories (a drop-off being permitted within side open areas); and
- (c) rear or service areas: ten (10) feet.

For purposes of this paragraph 7.2, a story shall be deemed to be each twelve (12) feet of space measured vertically on the exterior surface of a building.

7.3 Landscaping. The open areas required by paragraphs 7.1 and 7.2 of this Article 7 shall be landscaped in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration.

#### ARTICLE 8

##### SETBACKS

8.1 General. No Improvement, or any part thereof, on a Parcel shall be placed, installed or constructed within any street right-of-way, buffer, easement or setback other than the following, but only with the prior written approval of the Association (and of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property):

- (a) roof overhang;
- (b) steps and walks;
- (c) paving and associated curbing, except that there shall be no vehicle parking areas within twenty-five (25) feet of any property line abutting any street right-of-way,

within ten (10) feet of any property line  
not abutting any street right-of-way or  
within fifty (50) feet of the high water  
mark of any lake;

(d) landscaping; and

(e) signs.

8.2 Setback from Interior (Side). There shall be, as to each building, a building setback of twenty-five (25) feet from the side property lines, except as otherwise provided in paragraph 8.4 of this Article 8.

8.3 Setback from Rear. There shall be, as to each building, a building setback of twenty-five (25) feet from the rear property line, except as otherwise provided in paragraph 8.4 of this Article 8.

8.4 Setback from Street Rights-of-Way. There shall be, as to each building, a building setback of twenty-five (25) feet from the right-of-way of the Semi-circular Street and from the right-of-way of the Connecting Street and a building setback of fifty (50) feet from the right-of-way of U.S. 192, whether such rights-of-way run along the front, side or rear of a Parcel.

## ARTICLE 9

### LANDSCAPING

9.1 Parcel Landscaping. Each Parcel shall be landscaped in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration. All parking areas shall provide interior landscaped areas in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by Article 14 of this Declaration.

9.2 Buffer and Unpaved Right-of-Way Landscaping.  
The Owner of a Parcel shall install all landscaping and auto-

matic underground sprinkler systems for such Parcel, for the buffers for such Parcel required by paragraphs 5.1 and 5.2 of this Declaration and for the unpaved portions of street rights-of-way immediately adjacent to such Parcel in accordance with the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration. Such landscaping and sprinkler systems shall be completely installed within thirty (30) days of occupancy or substantial completion of any building constructed upon a Parcel, whichever occurs first.

9.3 Parcel Landscape Maintenance. The Owner of a Parcel shall at all times maintain the landscaping on such Parcel (including the buffers required by paragraphs 5.1 and 5.2 of this Declaration) and the landscaping on the unpaved portions of street rights-of-way immediately adjacent to such Parcel in good and sightly order and condition. All such landscaping shall be watered by means of automatic underground sprinkler systems, fertilized and treated for insects, fungus and bacteria so as to keep all vegetation in a healthy condition.

9.4 Buffer and Unpaved Right-of-Way Landscape Maintenance. The Association shall (a) maintain the landscaping on the unpaved portions of street rights-of-way (other than any portion or portions thereof immediately adjacent to a Parcel) within the boundaries of the Property and the landscaping on the buffer required by subparagraph (d) of paragraph 5.1 of this Declaration (other than any portion or portions thereof within a Parcel) in good and sightly order and condition and watered by means of automatic underground sprinkler systems, fertilized and treated for insects, fungus and bacteria so as to keep all vegetation in a healthy condition, and (b) illuminate by street lights located in the unpaved portions of street rights-of-way (other than any por-

tion or portions thereof immediately adjacent to a Parcel) within the boundaries of the Property. The total expense of such maintenance and illumination shall be assessed by the Association to the Owners of all Parcels according to the following formula: the Owner of each Parcel shall be assessed in an amount equal to a fraction of the total expense of such maintenance and electricity, the numerator of which shall be the number of acres or partial acres computed to three (3) decimal points within such Parcel and the denominator of which shall be the number of acres within the Property excluding Common Properties. The assessment so calculated as to a Parcel shall be paid by the Owner of such Parcel to the Association not later than ten (10) days after receipt by such Owner of notice of the amount thereof and, if not so paid, such amount, together with interest thereon at the then highest allowable rate permitted to be charged under Florida law, shall be a lien against such Parcel.

#### ARTICLE 10

##### ON-SITE LIGHTING

10.1 Parking Areas. Lighting in parking areas shall be in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration. Such lighting shall be limited to high pressure sodium lights.

10.2 Architectural Lighting. Architectural lighting shall be restricted to concealed uplighting and downlighting. Such lighting shall be restrained in design and level of illumination and shall enhance not only the building design but also the adjoining landscaping.

10.3 Sign Lighting. Illumination of signs shall be permitted only if the source of light is concealed.

## ARTICLE 11

SIGNS

11. No billboards or flashing, animated, trailer, neon or roof signs shall be placed, installed or constructed on a Parcel or any Improvement thereon. Any sign placed, installed or constructed on a Parcel shall be in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration. No signs, including traffic control or directional signs, shall be placed, installed or constructed on a Parcel without the prior written approval of the Association (and of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property). No sign placed, installed or constructed on a Parcel shall be altered without the prior written approval of the Association (and of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property).

## ARTICLE 12

PARKING AND ACCESS

12.1 Adequate Parking Required. The Owner of a Parcel shall provide off-street parking on such Parcel adequate to accommodate all of the parking needs of all visitors to such Parcel and all employees and agents of the Owner and occupants of such Parcel, including parking for vehicles owned or leased by such Owner and occupants. Such parking shall be in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration. The intent of this paragraph 12.1 is to eliminate any need for on-street parking. The Owner of a Parcel shall require each person coming to such Parcel to park his motor vehicle in designated paved parking areas and shall not permit any such

person to park a motor vehicle on any street, either public or private, or at any place, other than such designated paved parking areas. If parking requirements for a Parcel should increase as a result of a change in use of such Parcel or a change in the number of visitors to such Parcel, the number of employees and agents of the Owner and occupants of such Parcel or the number of vehicles owned or leased by such Owner and occupants, additional off-street parking shall be provided by the Owner of such Parcel to satisfy the intent of this paragraph 12.1.

12.2 Parking Standards. All driveway and parking areas shall be paved with a hard dust-free surface. No paving materials other than asphalt shall be used without the prior written approval of the Association (and of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property).

12.3 Prohibited Parking. Parking shall not be permitted:

- (a) between the paved portion of any street right-of-way and any property line of a Parcel;
- (b) within twenty-five (25) feet of any property line abutting any street right-of-way;
- (c) within ten (10) feet of any property line not abutting any street right-of-way;
- (d) within fifty (50) feet of the high water mark of any lake;
- (e) on-street; or
- (f) in the aisles of parking areas.

12.4 Access. Street access to a Parcel shall be controlled by the access plan as shown on the Site Development Plan approved by Osceola County, Florida, under existing zoning rules and regulations. Such access shall be limited to one (1) access point for each parcel unless the street frontage of such Parcel exceeds three hundred (300) feet, in which case an additional

access point may be permitted, but only with the prior written approval of the Association (and of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property).

ARTICLE 13

GENERAL RESTRICTIONS

13. Without limiting the generality of any of the foregoing, the following restrictions shall apply:

13.1 Temporary Improvements. No temporary structures including, by way of example but not limitation, buildings, trailers, tents and shacks shall be placed, installed or constructed on a Parcel except for use solely during, and in connection with, the construction of Improvements on such Parcel in accordance with the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration. Such temporary structures shall be located as inconspicuously as possible and shall be removed immediately after completion of the construction of such Improvements.

13.2 Antennas. No antennas for transmission or reception of television signals shall be placed, installed or constructed on a Parcel or any Improvement thereon. No other form of equipment for electromagnetic radiation transmission or reception of television signals shall be placed, installed or constructed on a Parcel or an Improvement thereon without the prior written approval of the Association (and of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property). Such approval shall be based primarily upon consideration of the location of such other form of equipment and the adequacy of screening thereof.

13.3 Utility Service. No utility service lines shall be placed, installed or constructed on a Parcel unless the same are contained in conduits or cables located and main-



tained underground or concealed in, under or on buildings or other Improvements on such Parcel. Electrical transformers shall be permitted if properly screened and approved in advance in writing by the Association (and by Steed Groves so long as it owns any portion or portions of the Property and the Additional Property). Such utility service lines and electrical transformers shall be placed, installed or constructed in accordance with the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration. Temporary utility service lines may be placed, installed or constructed on a Parcel for use solely during and in connection with the construction of Improvements on a Parcel in accordance with the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration. Such temporary utility service lines shall be removed immediately after completion of the construction of such Improvements. As used in this paragraph 13.3, the term "utility service lines" means lines, wires and other devices for the communication or transmission of electrical current or power, including electric, telephone, radio and television signals.

13.4 Service and Storage Areas. Garbage and refuse containers on a Parcel shall be contained within buildings, or such containers shall be concealed by means of screening walls of material similar to and compatible with that of the exterior surface of the building utilizing such containers, integrated into the concept of the building plan, designed so as not to attract attention and located in the most inconspicuous manner possible. Such garbage and refuse containers shall be located and maintained in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration.

13.5 Storage and Loading Areas. No materials, supplies or equipment (except during the construction of Improvements) shall be stored on a Parcel except inside an enclosed building which is placed, installed or constructed in accordance with the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration. Loading docks may be placed, installed and constructed on a Parcel but only if located on the rear or side yards of such Parcel, entirely recessed within buildings and closed when not in use by doors or other opaque screens. Such loading docks shall be placed, installed and constructed in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration.

13.6 Streets, Drives, Curbs and Walks. Streets, drives, curbs and walks shall be placed, installed or constructed on a Parcel in accordance with the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration.

13.7 Storage Tanks. No above ground storage tanks including, by way of example but not limitation, those used for the storage of water, propane gas or oil, shall be placed, installed or constructed on a Parcel. Such storage tanks, if buried, may be placed, installed or constructed on a Parcel but only with the prior written approval of the Association (and of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property). No gasoline or diesel fuel pumps shall be placed, installed or constructed on a Parcel.

13.8 Private Wells. No irrigation wells shall be placed, installed or constructed on a Parcel without the prior written approval of the Association (and of Steed Groves so

long as it owns any portion or portions of the Property and the Additional Property).

13.9 Mail Boxes. Unless specifically required by the U.S. Postal Service, no mail boxes shall be permitted on a Parcel except within or on a building. No exterior U.S. mail service drop boxes and no exterior private mail or courier service drop boxes shall be placed, installed or constructed on a Parcel without the prior written approval of the Association (and of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property).

13.10 Air Conditioning Equipment. No air conditioning equipment which is visible on the exterior of any building or other Improvement shall be placed, installed or constructed on a Parcel without the prior written approval of the Association (and of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property). Such approval shall be based primarily upon consideration of the adequacy of screening or landscaping of such equipment and the adequacy and appearance of the method used to dispose of the condensate drainage.

13.11 Exterior Materials and Colors. Finish building materials shall be applied to all sides of all buildings constructed on a Parcel. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. Such materials and colors shall be in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration.

13.12 Repair of Buildings. No building or other Improvement located on a Parcel shall be permitted to fall into disrepair. The Owner of a Parcel shall maintain all buildings and other Improvements on such Parcel in good condition and repair including, by way of example but not limitation, adequate

painting or other appropriate maintenance thereof, in accordance with the Planning and Design Standards and the approved site plan and construction plans and specifications required by the provisions of Article 14 of this Declaration.

#### ARTICLE 14

##### APPROVALS

14.1 Submittal of Plans Required. Before commencing the construction or alteration of any Improvement on a Parcel, the Owner of such Parcel shall first submit a site plan and construction plans and specifications to the Association for approval, and no construction or alteration of any Improvement shall be commenced until such site plan and construction plans and specifications shall have been approved in writing by the Association in accordance with the provisions of this Article 14. Such site plan and construction plans and specifications shall be prepared and signed by one or more architects, landscape architects or engineers registered and licensed to do business in Florida. Construction plans and specifications for all buildings shall be prepared and signed by an AIA architect registered and licensed to do business in Florida. Such site plan and construction plans and specifications shall show, to the extent applicable, plot layout, including dimensions, all exterior elevations of all buildings and other Improvements and the materials, colors, and structural design thereof, utility distribution systems, fire protection systems, drainage systems, surface water management systems, irrigation systems, sewer systems, sewer plants, sewer lines, effluent disposal facilities, loading areas, paved areas, parking areas, sidewalks, walkways, walls, fences, gates, pools, decks, signs, landscaping and other amenities. Such site plan and construction plans and specifications shall be signed by the Owner of the Parcel submitting them and shall

be accompanied by the written request of such Owner for approval of such site plan and construction plans and specifications or, if approval of less than all of such site plan and construction plans and specifications is sought, specifying the part as to which approval is sought. In addition to the foregoing, all paving, grading and drainage plans shall be submitted to South Florida Water Management District for its review and approval, and the approval of such district shall be obtained before construction begins. No approval under the provisions of this Article 14 shall be required for the alteration of the interior of an existing building unless the planned interior alteration will substantially change the primary use of such building, will affect the structural integrity of such building or will create a greater demand for parking on the Parcel on which such building is located. The Association may, by written notice given within fifteen (15) days after a site plan and construction plans and specifications have been submitted to it for approval, require such site plan and construction plans and specifications to be amended or supplemented to provide such additional information as the Association, in its sole discretion, deems necessary or desirable to enable it to evaluate such site plan and construction plans and specifications.

14.2 Approval Considerations. The Association shall, in approving or disapproving the site plan and construction plans and specifications submitted to it for approval by the Owner of a Parcel, consider conformance of such site plan and construction plans and specifications with the purposes and general plan and intent of the restrictive covenants herein contained, the Planning and Design Standards and the Surface Water Management System, including, by way of example but not limitation, surface water drainage, conformity and harmony of external design of proposed Improvements with

nearby Improvements, proposed operations and uses of such Parcel and proposed Improvements thereon, relation of topography, grade and finished ground elevation of such Parcel to that of nearby property, and proper facing of elevations of Improvements with respect to nearby streets. The Association may utilize the services of such architects, landscape architects and engineers as it deems reasonably necessary or desirable to assist it in evaluating the site plan and construction plans and specifications submitted to it for approval. The Owner of a Parcel submitting a site plan and construction plans and specifications to the Association for approval agrees, by the submission thereof, to pay to the Association an amount equal to sixty percent (60%) of the fees and expenses reasonably incurred by it for the services of such architects, landscape architects and engineers within ten (10) days after receipt of notice of the amount thereof and, if not so paid, such amount, together with interest thereon at the highest allowable rate permitted to be charged under Florida law, shall be a lien against such Parcel. The Association shall not arbitrarily or unreasonably withhold its approval of the site plan and construction plans and specifications submitted to it by the Owner of a Parcel and for which approval is sought by such Owner in accordance with the provisions of this Article 14.

14.3 Mandatory Action. The Association shall approve or disapprove the site plan and construction plans and specifications (if the same are final and complete) submitted to it for approval within fifteen (15) days after receipt by the Association of such site plan and construction plans and specifications and the Owner's written request for approval. If the Association should request that such site plan and construction plans and specifications submitted to it for approval be amended or supplemented in accordance with the provisions of paragraph 14.1 of this Article 14, the period of

time allowed for approval or disapproval shall be extended until fifteen (15) days after the requested amendment or supplement has been received by the Association. If the Association fails either to approve or disapprove the site plan and construction plans and specifications submitted to it for approval (as amended or supplemented, if applicable), within the period of time allowed for approval or disapproval (as extended, if applicable), it shall be conclusively presumed that the Association has approved such site plan and construction plans and specifications as of the termination of such period of time and, upon written request, the Association will execute a written statement confirming such approval.

14.4 Reasons for Disapprovals Required. If the Association should disapprove the site plan and construction plans and specifications submitted to it for approval by the Owner of a Parcel, it shall furnish to such Owner written notice of such disapproval, accompanied by a written outline of the reason or reasons for such disapproval.

14.5 Term of Approval. If the Association shall approve (or be presumed to approve through its failure either to approve or disapprove in accordance with the provisions of paragraph 14.3 of this Article 14) the site plan and construction plans and specifications submitted to it for approval, such approval shall be effective for a period of one (1) year from the date of such approval and, if construction of Improvements in accordance with such approved site plan and construction plans and specifications shall not have commenced within such one (1) year period, such approval shall expire, and no construction of such Improvements shall thereafter commence until after the Owner of such Parcel shall have resubmitted a site plan and construction plans and specifications for approval and shall have obtained approval thereof in accordance with the provisions of this Article 14.

14.6 Liability. The Association shall not be liable in damages to the Owner of a Parcel who submits a site plan and construction plans and specifications to it and for which approval is sought by such Owner, or to the Owner or occupant of any other Parcel, by reason of any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of, or failure to approve or disapprove, any site plan and construction plans and specifications submitted to it for approval. Each Owner of a Parcel who submits a site plan and construction plans and specifications to the Association for approval agrees, by the submission thereof, and each Owner of the Property, or any portion or portions thereof, or any interest therein, and each Owner and occupant of a Parcel or Parcels agrees, by acquiring title to or any interest therein, that he will not bring any proceedings against the Association to recover any such damages. Approval by the Association of a site plan and construction plans and specifications submitted to it for approval, any other approval or consent given by the Association and any other action taken by the Association pursuant hereto, or otherwise, shall be solely to protect the quality of the Property and the Additional Property and shall not be deemed a warranty, representation or covenant that such site plan and construction plans and specifications or the Improvements to be constructed in accordance therewith, approval thereof, any other approval or consent given or any other action taken pursuant hereto, or otherwise, is in compliance with, and not in violation of, applicable laws and applicable rules and regulations, including environmental rules and regulations, of any governmental and regulatory authorities which may have jurisdiction thereof, and the Association is hereby expressly released and relieved of any and all liability in connection therewith.



14.7 Indemnification. Each Owner of a Parcel shall indemnify, save and hold harmless the Association from and against all claims (which shall include all court costs and all reasonable attorneys' fees incurred, whether incurred out of court, in a trial court, on appeal or in bankruptcy proceedings) for injury to any person or property caused or alleged to be caused by the approval or disapproval by the Association of the site plan and construction plans and specifications submitted to it by the Owner of such Parcel for approval, any other approval or consent given by the Association and any other action taken by the Association pursuant hereto, or otherwise.

14.8 Steed Groves Approval. So long as Steed Groves owns any portion or portions of the Property and the Additional Property, it shall have the right to participate in the process for review of the site plan and construction plans and specifications submitted for approval under the provisions of this Article 14, and final approval of such site plan and construction plans and specifications shall require the approval of Steed Groves, which approval shall not unreasonably be withheld. The provisions of paragraph 14.6 of this Article 14 (eliminating liability) and of paragraph 14.7 of this Article 14 (providing indemnification) shall apply to and protect Steed Groves to the same extent that they apply to and protect the Association.

#### ARTICLE 15

##### ENFORCEMENT

15.1 Remedies. The restrictive covenants herein contained shall be construed as covenants running with the land and shall inure to the benefit of the Association (and of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property), any subsequent Owner or

Owners of the Property, or any portion or portions thereof or any interest therein, and any Owner or Owners of a Parcel or Parcels. The Association (and Steed Groves so long as it owns any portion or portions of the Property and the Additional Property), any subsequent Owner or Owners of the Property, or any portion or portions thereof or any interest therein, and any Owner or Owners of a Parcel or Parcels, shall have the right to enforce the restrictive covenants herein contained and to compel compliance with the requirements hereunder by proceedings at law or in equity. The failure of the Association (or of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property), or of any other person entitled to enforce the restrictive covenants herein contained or to compel compliance with the requirements hereunder to enforce such restrictive covenants or to compel such compliance shall in no event be deemed a waiver by the Association (or by Steed Groves so long as it owns any portion or portions of the Property and the Additional Property), or by any other such person of the right thereafter to enforce such restrictive covenants or to compel compliance with such requirements, nor shall there be any liability on the part of the Association (or of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property), or any other such person for failure to enforce any of such restrictive covenants or to compel compliance with any of such requirements. Before bringing proceedings at law or in equity to enforce any of the restrictive covenants herein contained or to compel compliance with any of the requirements hereunder, the Association (or Steed Groves so long as it owns any portion or portions of the Property and the Additional Property), or any other person bringing such proceedings shall give to the Owner of the Parcel on or as to which a violation or non-

compliance is alleged to be occurring written notice specifying the restrictive covenant or covenants violated or the requirement not complied with and describing the violation thereof or noncompliance therewith. Such Owner shall have ten (10) days after receipt of such notice to correct such violation or noncompliance. Provided; however, anything herein to the contrary notwithstanding, the Owner of each Parcel, by acceptance of a deed therefor, acknowledges that violation of certain of the restrictive covenants contained in this Declaration and noncompliance with certain of the requirements under this Declaration will cause immediate and irreparable injury, loss or damage to the Association (and to Steed Groves so long as it owns any portion or portions of the Property and the Additional Property), and to other persons entitled to bring proceedings to enforce such restrictive covenants and to compel compliance with such requirements, for which there is no adequate remedy at law, and each Owner of a Parcel agrees, by acceptance of a deed therefor, that if the Association (or Steed Groves so long as it owns any portion or portions of the Property and the Additional Property) or any of such other persons, in the sole judgment of the Association (or of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property) or any of such other persons, determines that violation of any of the restrictive covenants contained in this Declaration or noncompliance with any of the requirements under this Declaration will cause such immediate and irreparable injury, loss or damage, for which there is no adequate remedy at law, the Association (or Steed Groves so long as it owns any portion or portions of the Property and the Additional Property) or any of such other persons shall be entitled to apply to any court of competent jurisdiction for an injunction or temporary restraining order enforcing such restrictive covenants and

compelling compliance with such requirements and restraining and enjoining the violation of such restrictive covenants and the noncompliance with such requirements, without notice to, or opportunity to be heard by, the Owner of the Parcel on or as to which such violation or noncompliance is alleged to be occurring.

15.2 Right to Act. In the event the Owner of a Parcel violates any of the restrictive covenants contained in this Declaration or fails to comply with any of the requirements under this Declaration, the Association (and Steed Groves so long as it owns any portion or portions of the Property and the Additional Property) may, in addition to all other remedies available to it, require such Owner forthwith to cease such violation or noncompliance and may enter upon the Parcel on or as to which such violation or noncompliance is occurring and take such action as is required to correct such violation or noncompliance, at the sole expense of the Owner of such Parcel. The Owner of the Parcel as to which such action shall be taken shall pay to the Association (and Steed Groves so long as it owns any portion or portions of the Property and the Additional Property) all expenses incurred by it in taking such action not later than ten (10) days after receipt of notice of the amount thereof and, if not so paid, such amount, together with interest thereon at the highest allowable rate permitted to be charged under Florida law, shall be a lien against such Parcel.

15.3 Attorneys' Fees. In connection with any proceedings to enforce any of the restrictive covenants herein contained, or to compel compliance with any of the requirements hereunder, or for damages for breach of any of such restrictive covenants or requirements, or to enforce any lien provided hereunder, or for construction of any of the provisions hereof, the Association (or Steed Groves so long as it owns

any portion or portions of the Property and the Additional Property), any subsequent Owner or Owners of the Property, or any portion or portions thereof, or any interest therein, or the Owner or Owners of a Parcel or Parcels bringing such proceedings, shall be entitled to recover all court costs and all reasonable attorneys' fees incurred, whether incurred out of court, in a trial court, on appeal or in bankruptcy proceedings.

ARTICLE 16

TERM AND AMENDMENT

16.1 Term. The restrictive covenants contained in this Declaration shall continue in full force and effect for a period of thirty (30) years from the date of this Declaration, after which they shall be automatically extended for successive periods of ten (10) years each, unless terminated after such initial period of thirty (30) years with the written approval of eighty percent (80%) of the then record fee title owners of the Property, except the Common Properties.

16.2 Amendment. The restrictive covenants contained in this Declaration may be amended during the first fifteen (15) years commencing with the date of this Declaration, but only with the written approval of the Association (and of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property) and of the then record fee title owners of eighty percent (80%) of the Property. The restrictive covenants contained in this Declaration may be amended after the first fifteen (15) years commencing with the date of such Declaration, but only with the written approval of the Association (and of Steed Groves so long as it owns any portion or portions of the Property and the Additional Property) and the then record fee title owners of eighty percent (80%) of the Property, except the Common Properties.

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ARTICLE 17

PROPERTY OWNERS ASSOCIATION

17.1 Formation. Steed Groves shall, following the recording of this Declaration in the Public Records of Osceola County, Florida, cause the Association to be incorporated as a not for profit corporation under the laws of the State of Florida. Each Owner of a Parcel shall be a member of the Association and ~~subject to all of the terms and conditions of~~ this Declaration.

17.2 Voting. The voting rights of a member of the Association shall be appurtenant to the ownership of a Parcel. When a Parcel is owned by more than one Owner, the vote as to such Parcel shall be exercised by one of such Owners and, in no event, shall more than one (1) vote be cast with respect to any one (1) Parcel. The Association shall have two classes of voting membership. A Class A Member shall be the Owner of a fee or undivided fee interest in any Parcel, except Steed Groves. The Class B Member shall be Steed Groves. The vote appurtenant to each Parcel owned by a Class A Member shall be a fraction, the numerator of which shall be the number of acres or partial acres (computed to three (3) decimal points) within such Parcel and the denominator of which shall be the number of acres (computed to three (3) decimal points) within the Property, excluding Common Properties. The vote appurtenant to each parcel owned by the Class B Member shall be determined in the same manner as the vote appurtenant to each parcel owned by a Class A Member; provided, however, that the numerator of the fraction shall be multiplied by one hundred (100). Any member of the Association who is delinquent in the payment of any assessment or assessments duly levied by the Association against a Parcel owned by such member shall not be entitled to vote until all such assessments, interest thereon at the then highest allowable rate permitted to be charged

under Florida law, all court costs and all reasonable attorneys' fees incurred as to such assessment or assessments by the Association, whether incurred out of court, in a trial court, on appeal or in bankruptcy proceedings, have been paid. If a member of the Association violates any rule or regulation of the Association, the Board of Directors of the Association may suspend the right of such member to vote, but only after a hearing, which shall be held not less than ten (10) days nor more than forty (40) days after delivery of written notice to the member of the Association specifying the date, time and place of the hearing and setting forth the nature of the alleged violation. At such hearing, the member of the Association who is alleged to have violated any rule or regulation of the Association shall be entitled to be present, to be heard and to be represented by counsel.

17.3 Common Properties. Steed Groves shall, following incorporation of the Association, convey and grant to the Association title to and easements in the Common Properties; provided, however, conveyance of title to street rights-of-way shall be subject to any prior dedication thereof (which right of dedication is hereby reserved by Steed Groves) and, if any or all of the proposed street rights-of-way within the Common Properties shall not have been previously dedicated and accepted as public street rights-of-way, conveyance of such proposed street rights-of-way shall be subject to perpetual easements in favor of Steed Groves and its successors and assigns for ingress and egress to and from the Property and the Additional Property.

17.4 Purposes. The Association shall operate and maintain the Common Properties, including the Surface Water Management System; maintain and pay the expenses of the landscaping required to be maintained by the Association and illuminate and pay the expense of electricity required to be paid by the Association in accordance with the provisions of

paragraph 9.4 of this Declaration; enforce the restrictive covenants contained in this Declaration; compel compliance with the requirements under this Declaration; provide for the employment of security personnel, fire fighting personnel and such other personnel deemed necessary or desirable; perform all acts deemed necessary or desirable under this Declaration; and approve or disapprove site plans and construction plans and specifications submitted by an Owner and for which approval is sought by such Owner in accordance with the provisions of Article 14 of this Declaration.

17.5 Assessments. Each Owner agrees, by acceptance of a deed or otherwise becoming the Owner of a Parcel, therefor, to pay to the Association any and all assessments levied by the Association in order to carry out its purposes in accordance with the provisions of paragraph 17.4 of this Declaration. Such assessments may be in the form of annual assessments or special assessments, or both, as the Board of Directors of the Association shall determine, but total assessments for any year shall not be increased by more than ten percent (10%) of the total assessments for the prior year, except with the written approval of the then record fee title owners of eighty percent (80%) of the Property, except the Common Properties

#### ARTICLE 18

##### ANNEXATION TO THE PROPERTY

18. Steed Groves hereby reserves the right at any time and from time to time to add the Additional Property, or a portion or portions thereof, to the Property. Such Additional Property, if added, shall be subject to and governed by the restrictive covenants contained in this Declaration, as such restrictive covenants may have been amended at the time or times such Additional Property is added, and for all purposes



of this Declaration such Additional Property shall be deemed to be part of the Property.

ARTICLE 19

MISCELLANEOUS PROVISIONS

19.1 Constructive Notice and Acceptance. Every Owner of a Parcel or Parcels and every person who acquires title to the Property, or any portion or portions thereof or any interest or interests therein, shall be conclusively deemed to have consented and agreed to the restrictive covenants contained in and the requirements under this Declaration, whether or not there is any reference to such restrictive covenants or requirements in the instrument or instruments by which such person becomes the Owner of a Parcel or Parcels or acquires title to the Property, or any portion or portions thereof or any interest or interests therein.

19.2 Headings. Article and paragraph headings in this Declaration are for convenience of reference only and shall not be considered to be part of this Declaration or used in the interpretation of this Declaration.

19.3 Singular and Plural. The use in this Declaration of the singular number includes the plural number and the use of any gender includes all genders. The use in this Declaration of the words "person" and "persons" includes individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups or combinations.

19.4 Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Florida.

19.5 Notices. Notices required or permitted hereunder shall be in writing and may be served by personal delivery or by United States mail, postage prepaid, registered or certified

mail, return receipt requested, to the last known address of the person served. Service shall be deemed complete when the notice is personally delivered or is deposited in the mail in accordance with the provisions of this paragraph 19.5. Provided; however, if any time specified herein within which an act may or shall be performed begins only after notice has been received, such notice shall be deemed to have been received on the date on which such notice is personally delivered or, if mailed in accordance with the provisions of this paragraph 19.5, on the date on which the U.S. Postal Service delivers such notice or advises that it is unable to complete delivery thereof.

19.6 Amendment as to Surface Water Management System.

No amendment to this Declaration shall be made which would affect the Surface Water Management System without the prior approval of South Florida Water Management District.

19.7 Severability. If any part, term or provision of this Declaration shall be determined to be invalid, the validity of the remaining parts, terms and provisions of this Declaration shall not be affected thereby but shall be construed and enforced as if the invalid part, term or provision were not a part of this Declaration.

19.8 Conflicting Provisions. If any part, term or provision of this Declaration conflicts with any part, term or provision of the Planning and Design Standards, the part, term or provision of this Declaration shall prevail over the conflicting part, term or provision of the Planning and Design Standards.

19.9 No Partnership. Nothing in this Declaration shall be deemed to create or constitute a partnership between the Association and Steed Groves or between the Association and the Owner or Owners of a Parcel or Parcels or between Steed Groves and the Owner or Owners of a Parcel or Parcels.

In witness whereof, STEED GROVES, INC. has caused this Amendment and Restatement of Declaration of Restrictive

755-130

Covenants to be executed the day and year first above written.

Executed in the presence of:

E. L. Williamson Jr.  
Stephen D. Benedetto

STEED GROVES, INC.

By: Joseph B. Steed  
JOSEPH B. STEED  
As its President

Attest:

By: Alice S. Urban  
ALICE S. URBAN  
As its Secretary

(Corporate Seal) 2261

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of September, 1984, by JOSEPH B. STEED and ALICE S. URBAN, the President and Secretary, respectively, of STEED GROVES, INC., a Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public, State of Florida

My Commission Expires: 12/31/87

## Legal Description of the Property

A portion of Section 3, Township 25 South, Range 27 East, Osceola County, Florida, being more particularly described as follows:

Begin at the Southeast corner of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 3; thence run N 00°09'26" W along the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 3 for a distance of 200.00 feet; thence run N 29°50'34" E for a distance of 762.84 feet to the Southerly Right-of-Way line of U.S. 192; thence run S 46°11'02" E along the aforementioned Right-of-Way line for a distance of 824.73 feet; thence run S 43°48'58" W for a distance of 50.00 feet; thence run S 46°11'02" E for a distance of 400.00 feet; thence run N 43°48'58" E for a distance of 50.00 feet; thence run S 46°11'02" E for a distance of 1008.26 feet to a point on the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 3; thence run S 00°02'37" E along the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 3 for a distance of 1283.47 feet to the Southeast corner of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 3; thence run S 89°37'47" W along the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 3 for a distance of 663.07 feet to the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 3; thence run S 89°51'26" W along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 3 for a distance of 306.00 feet; thence run N 46°11'02" W parallel with the Southerly Right-of-Way line of U.S. 192 for a distance of 1412.90 feet; thence run N 00°09'26" W for a distance of 994.63 feet to the Point of Beginning.

24 SEP 4 PM 1 58.

RECORDED AND

400011072

AMENDMENT TO DECLARATION OF RESTRICTIVE  
COVENANTS, AMENDMENT TO CONTRACT DATED  
JUNE 15, 1984, AS AMENDED AND RATIFIED,  
----- AND CONSENT TO DEVELOPMENT -----

THIS Amendment to Declaration of Restrictive Covenants, Amendment to Contract Dated June 15, 1984, as Amended and Ratified, and Consent to Development (the "Amendment") is made this 14th day of December, 1987 between Steed Groves, Inc., a Florida corporation ("Steed Groves"), Westwind Commercial Center Property Owners Association, Inc., a Florida not-for-profit corporation ("Westwind"), Venture Land Associates, Inc., a Georgia corporation ("Venture Land"), and Mid-Florida Motel Associates, a Florida limited partnership ("Mid-Florida").

Background

1. On November 9, 1983, Steed Groves made a declaration of restrictive covenants that is recorded in O.P. Book 692, at Pages 417 through 446 of the Public Records of Osceola County, Florida making certain real property subject to the restrictive covenants. On September 4, 1984, the declaration of restrictive covenants was amended and the amendment was recorded in O.R. Book 755, at Pages 94 through 131 of the Public Records of Osceola County, Florida.

2. The Declaration of Restrictive Covenants, as amended, (the "Declaration") resulted in the creation of Westwind to oversee development of the property encumbered by the Declaration.

3. The Declaration incorporates Planning and Design Standards prepared by Glatting Sellen Lopez Anglin, Inc. on August 1, 1983 (the "Planning and Design Standards").

4. On June 15, 1984, Steed Groves and Mid-Florida entered into a contract concerning the sale and development of certain property in Osceola County, Florida (the "Original Contract").

5. The Original Contract was subsequently amended on August 30, 1984, and October 8, 1984, and was ratified and reaffirmed on October 11, 1984. A third amendment was entered into on March 29, 1985. The Original Contract and Amendments are incorporated herein by reference.

6. On October 11, 1984, Mid-Florida purchased by special warranty deed certain property from Steed Groves that was within the proposed Westwind Commercial Center Subdivision and subject to the Declaration (the "Property"). The special warranty deed is recorded at O.R. Book 757, at Pages 2890 through 2892 of the Public Records of Osceola County.

7. On October 11, 1984, Mid-Florida purchased by special warranty deed and grant of easement, certain property from Steed Groves upon which a sewage disposal system was to be constructed (the "Special Warranty Deed and Grant of Easement"). The Special Warranty Deed and Grant of Easement is recorded at O.R. Book 757, at Pages 2893 through 2909 of the Public Records of Osceola County.

8. On October 11, 1984, Steed Groves delivered a license and grant of easement to Mid-Florida concerning the removal of up to 87,000 cubic yards of fill dirt from certain real property. The license and grant of easement is recorded at O.R. Book 757, at Pages 2914 through 2922 of the Public Records of Osceola County.

9. On October 11, 1984, Steed Groves granted an easement to Mid-Florida to allow the construction of certain drainage facilities, improvements and storm water management systems. The grant of easement is recorded at O.R. Book 757, at Pages 2923 through 2930 of the Public Records of Osceola County.

10. On October 11, 1984, Steed Groves granted an easement to Mid-Florida to allow the construction of certain street improvements. The grant of easement is recorded at O.R. Book 757 at Page 2931 through 2942 of the Public Records of Osceola County.

11. On August 3, 1987, Mid-Florida sold a portion of the Property to Venture Land by warranty deed recorded at O.R. Book 849 at Pages 2219 through 2220 of the Public Records of Osceola County, Florida.

12. Venture Land has entered into a contract to sell a portion of its property to Hampton Inns, Inc. Hampton Inns,

Inc. wishes to develop a 132 room Hampton Inn on the property to be purchased from Venture Land.

13. Steed Groves, Venture Land, and Mid-Florida are the only members of Westwind and the only landowners whose property is encumbered by the Declaration.

14. In consideration of the mutual covenants and considerations set forth below, Steed Groves, Venture Land, Mid-Florida, and Westwind wish to amend the Declaration and relax the Planning and Design Standards to allow Hampton Inns, Inc. to develop its Hampton Inn within the Westwind Commercial Center subdivision.

Now, therefore, Steed Groves, for itself and as a member of Westwind, Venture Land, for itself and as a member of Westwind, and Mid-Florida, for itself and as a member of Westwind, mutually agree as follows:

1. Mid-Florida shall, simultaneously with the execution of this instrument, execute and deliver to Steed Groves the quit claim deed and special warranty deed attached as Exhibits "A" and "B".

2. Steed Groves is hereby afforded the option, at its election, of relocating the sewer line easement previously granted as a portion of the Special Warranty Deed and Grant of Easement. In the event Steed Groves elects to exercise its option, the new sewer line easement must remain the same width, must be located solely on property owned by Steed Groves or within the public right of way, and must remain contiguous with the Property at the same location at which the current sewer line easement is contiguous with the Property, and must terminate at the same point within Sand Hill Road at which the current sewer line terminates. All costs of relocation of such sewer line easement shall be paid by Steed Groves. Such costs shall include, but shall not be limited to: survey and engineering fees incurred to prepare a description of the new easement, legal fees incurred in preparing the documents required to effect the relocation, recording costs and documentary stamp taxes, increased material, construction, and engineering costs necessitated by lengthening

the sewer line or changing the grade over which it must run, and costs of obtaining roadway utilization permits required by the change in location. This option to relocate the sewer line easement may be exercised at any time prior to construction of sewer lines on the easement, which construction shall not begin prior to April 1, 1988, and at any time after construction of sewer lines on the easement so long as such relocation does not result in disruption of sewer service to the Property. Mid-Florida agrees to give Steed Groves 60 days prior notice before beginning construction of the sewer lines or the easement. Notice of exercise of the option must be made, in writing, and delivered to Mid-Florida at its office in Tampa, Florida. Thereafter, Mid-Florida agrees to execute such documents as may be required to effectuate this change within 15 days of presentation thereof. The option to relocate may be assigned by Steed Groves to any subsequent purchaser of the real property currently owned by Steed Groves, but such assignment shall not relieve the assignee of the obligation to pay all costs of relocation, nor shall it cause the option to be exercisable more than twice.

3. Steed Groves, Venture Land, and Mid-Florida consent to the modifications of the Declaration and the Planning and Design Standards necessary to allow Hampton Inns, Inc. to construct a 132 room Hampton Inn Motel in conformity with the Plans and Specifications attached as Exhibit "C".

4. Steed Groves, Venture Land, and Mid-Florida consent to the construction of one package sewage treatment plant (the "Package Plant") and installation of effluent disposal area needed to service the Package Plant, in a size not to exceed 60,000 gallons per day of sewage disposal capacity, on the Property and to the modifications of the Declaration and the Planning and Design Standards necessary to allow such construction. Venture Land and Mid-Florida consent and agree that within 150 days after the date on which private or governmental regional sewer service becomes available to the Property, the use of



the Package Plant will be discontinued, the Package Plant will be disassembled and removed, and any improvements now or subsequently placed upon the Property will be connected with and use only such private or governmental regional sewer service for its sewage needs. Venture Land and Mid-Florida further consent and agree that the Package Plant and effluent disposal area will be used only to provide sewage disposal service to owners of the Property. No use of sewage disposal capacity by off-site property owners will be permitted in regard to the Package Plant.

5. Mid-Florida retains the right, but no longer has the obligation, to construct a 500,000 gallon per day regional sewage treatment plant on the land acquired by the Special Warranty Deed and Grant of Easement (except insofar as that land has been reconveyed to Steed Groves as part of this Amendment) as contemplated by paragraph 15 of the Original Contract. In the event Mid-Florida elects to construct a regional sewage treatment plant, such plant must have a treatment and disposal capacity of not less than 500,000 gallons per day. In that event, Mid-Florida agrees that it shall sell sewer capacity to Steed Groves, its transferees and assigns, whenever such capacity is available and Steed Groves makes a request for such. The cost of such capacity shall be the fair market value at the time of purchase. In that event, Mid-Florida shall be required to afford Steed Groves, or its assign, a right of first refusal to acquire up to 400,000 gallons per day of sewage effluent disposal capacity. The right of first refusal may be exercised by Steed Groves or its assign in connection with Mid-Florida's sale of the last 400,000 gallons of sewage disposal capacity of any such regional sewage treatment plant. In that regard, Mid-Florida must afford Steed Groves written notice by certified mail of its intention to sell any of the last 400,000 gallons of sewage disposal capacity, to a proposed purchaser who has made a bona fide offer to purchase, stating specifically the amount of capacity it intends to sell, the price it intends to charge, the identity of the intended purchaser, and all other terms of the sale of sewage capacity

in a form reasonably satisfactory to Steed Groves which will allow it to verify these terms. Steed Groves shall, within ten (10) days of receipt of such written notice, provide Mid-Florida with written notice of its election as to whether to exercise its right of first refusal. If it elects to exercise its right of first refusal, it shall purchase the sewage disposal capacity on the same terms as the written notice. If it fails to respond, in writing, within the time required or if it elects not to exercise its right of first refusal, Mid-Florida may sell the sewage disposal capacity to the intended purchaser on the terms declined by Steed Groves. The right of first refusal shall be afforded to Steed Groves by Mid-Florida each time Mid-Florida intends to sell any portion of the last 400,000 gallons of sewage disposal capacity, until all such sewage disposal capacity is sold to either Steed Groves or its assign, or a third party user in accordance with this provision. Mid-Florida acknowledges that this Agreement shall not dissolve or otherwise affect Steed Groves's, its transferee's and assign's, option to purchase the Plant Site and Sewer-Line Easement granted in paragraph 15 of the Original Contract (the Repurchase Option). As paragraph 15 of the Original Contract permits, Steed Groves may exercise that Repurchase Option if Mid-Florida fails to construct the contemplated sewage treatment plant. Upon the exercise of that Repurchase Option, Steed Groves shall pay to Mid-Florida Thirty-Three Thousand and 00/100 Dollars (\$33,000.00), and Mid-Florida shall convey the Plant Site and Sewer-Line Easement and shall assign all permits, authorizations and the like for construction of the sewage facilities that have been issued for such. Steed Groves agrees to release its right granted in paragraph 15 of the Original Contract to purchase the Mid-Florida's sewage treatment plant for Mid-Florida's failure or inability to expand such plant at Steed Groves's request, provided that the sewage capacity of any facilities constructed by Mid-Florida exceeds 950,000 GPD, and further provided that, if Steed Groves, its transferees or assigns, at any time desires additional sewer capacity and Mid-Florida is unable to provide such,

Mid-Florida shall not object to Steed Groves', its transferee's or assign's, constructing a sewage treatment plant on its own property. Except as specifically modified herein, the terms of paragraph 14 of the Original Contract shall remain in full force and effect.

6. Mid-Florida shall be required to construct only that portion of the semi-circular street contemplated by paragraph 13 of the Original Contract immediately adjacent to the Property. It shall have no obligation to construct the remaining portion of the semi-circular street that was to be required by the Original Contract but which is not immediately adjacent to the Property. That portion to be constructed by this provision is shown on the attached Exhibit D. That portion of the easement recorded at O.R. Book 757, Page 2931, which encumbers property beyond that shown on Exhibit D is hereby released. All other provisions of paragraph 13 of the Original Contract pertaining to such construction remain in effect, except that Mid-Florida shall not be required to construct a sidewalk unless required by Osceola County.

7. Mid-Florida shall be required to construct only those drainage facilities, improvements and storm water management systems required for and associated with the development of the Property, in accordance with the final subdivision plat for The Westwind Commercial Center Subdivision, Phase 1, Unit 1 and the Hampton Inn Comprehensive Development Plan as approved by Osceola County, and that portion of the South Florida Water Management District Permit No. 49-00210-S facilities which are to be located on the Property. The final subdivision plat shall be in substantial conformity with the preliminary subdivision plan as revised November 4, 1987 by Regional Engineers Planners & Surveyors and the Comprehensive Development Plan shall be in substantial conformity with that Plan dated November 3, 1987 prepared by Bassett & Bassett, Inc.

8. Steed Groves shall abate the litigation styled: Steed Groves, Inc. v. Mid-Florida Motel, Associates, Ltd. of Florida, a limited partnership, and Fidelity and Deposit of Maryland, a Maryland

Corporation, Case No. 86-855, currently pending in Osceola County, Florida during the period that completion of items 6 and 7 above are accomplished, and shall dismiss the action, with prejudice, after completion of performance by Mid-Florida to the satisfaction of the governmental entities having jurisdiction. Mid-Florida hereby waives and releases any and all counterclaims and defenses it might have against Steed Groves arising from the facts and occurrences set forth in that litigation. The parties reserve the right to amend that litigation or commence additional litigation to assert rights and interests which may arise after the execution of this Agreement.

9. Mid-Florida shall execute at the time of execution of this Agreement those documents Steed Groves deems reasonably necessary to extinguish the license and grant of easement recorded at O.R. Book 757 at Page 2914 of the Public Records of Osceola County, Florida.

10. Steed Groves shall execute those documents Mid-Florida deems reasonably necessary to extend the duration of the easements required to allow completion of items 6 and 7 above. The easements referred to in this paragraph are those recorded at O.R. Book 757 at Page 2931, as modified by paragraph 6 above, and O.R. Book 751 at Page 2923 of the Public Records of Osceola County, Florida. The parties stipulate that the easement located at O.R. Book 757, Page 2923, Osceola County, has expired by its own terms. It will be necessary, therefore, that a new easement be drafted and recorded to allow Mid-Florida to construct the improvements contemplated in paragraph 7 hereof. Such easement shall automatically expire 120 days from the date thereof. At the time of execution of this Agreement, Mid-Florida shall execute and deliver an undated Release of that easement which shall be held in escrow by the attorney for Steed Groves and recorded 120 days from the date thereof.

11. Mid-Florida and Venture Land acknowledge that they have acquired no equitable or other interest in any property belonging to Steed Groves, but that all of their rights in such property, in any, arise only from instruments presently recorded in the Official Records Book of Osceola County and appearing

in the chain of title to the Steed Property. This acknowledgment shall operate as a waiver and release of any rights, claims or interest of Mid-Florida and Venture Land to any property belonging to Steed Groves that does not appear in the chain of title for such property.

12. Mid-Florida hereby acknowledges the full and complete performance by Steed Groves of all of Steed Grove's obligations under the Original Contract (as amended). This acknowledgment shall not preclude any claim Mid-Florida may have hereafter for failure of the warranties contained in the instruments of conveyance from Steed Groves to Mid-Florida.

13. The rights created or acknowledged hereunder are assignable. This Agreement shall inure to the benefit of and be binding upon the parties' respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated above.

STEED GROVES, INC.

By: Joseph Steed  
Joseph Steed, President

MID-FLORIDA MOTEL ASSOCIATES,  
LTD.

By: VENTURE LAND ASSOCIATES,  
INC.

Its General Partner

By: Bernard B. Rowe

VENTURE LAND ASSOCIATES, INC.

By: Bernard B. Rowe  
Bernard B. Rowe, President

WESTWIND COMMERCIAL CENTER  
PROPERTY OWNERS ASSOCIATION, INC.

By: STEED GROVES, INC.

By: Joseph Steed  
Joseph Steed, President

By: MID-FLORIDA MOTEL ASSOCIATES, LTD.

Its General Partner

By: Bernard B. Rowe  
Bernard B. Rowe, President

By: VENTURE LAND ASSOCIATES, INC.

By: Bernard B. Rowe  
Bernard B. Rowe, President

ACKNOWLEDGMENTS

STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF Alachua )

THE FOREGOING INSTRUMENT was acknowledged before me this 14th day of December, 1987, by Bernard B. Rowe, the President of STEED GROVES, INC., a Florida corporation, on its behalf, and as a member of Westwind Commercial Center Property Owners Association, Inc.

Edward P. Bickel  
Notary Public  
State of Florida at Large

My Commission Expires: Notary Public, State of Florida  
My Commission Exp. Sept. 12, 1993

STATE OF Florida )  
 ) SS.:  
COUNTY OF Hillsborough )

9th THE FOREGOING INSTRUMENT was acknowledged before me this 9th day of December, 1987, by BERNARD B. ROWE, the President of VENTURE LAND ASSOCIATES, INC., a Georgia corporation, on behalf of the corporation, the General Partner of MID-FLORIDA MOTEL ASSOCIATES, LTD., a Florida limited partnership, and as a member of Westwind Commercial Center Property Owners Association, Inc.

Angea Brady  
Notary Public  
State of Florida at Large

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT. 12, 1993

STATE OF Florida )  
 ) SS.:  
COUNTY OF Hillsborough )

9th THE FOREGOING INSTRUMENT was acknowledged before me this 9th day of December, 1987, by BERNARD B. ROWE, the President of VENTURE LAND ASSOCIATES, INC., a Georgia corporation, on its behalf, and as a member of Westwind Commercial Center Property Owners Association, Inc.

Angea Brady  
Notary Public  
State of Florida at Large

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT. 12, 1993

QUIT-CLAIM DEED

RAMCO FORM 8

**This Quit-Claim Deed**, Executed this 9<sup>th</sup> day of December, A.D. 1987, by  
MID-FLORIDA MOTEL ASSOCIATES, Ltd., a Florida limited partnership  
first party, to  
STEED GROVES, INC., a Florida corporation  
whose postoffice address is Post Office Box 8427, Orlando, Florida 32836  
second party:

(Wherever used here, the terms "first party" and "second party" shall include singular and plural forms, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth**, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Osceola State of Florida, to-wit:

That portion of Lots 11, 12, 13 and 14, Block C of the Florida Fruit and Truck Land Company Subdivision of Section 10, Township 25, South, Range 27 East, as recorded in Plat Book 5, Page 68 of the Public Records of Osceola County, Florida, being more particularly described as follows:

The North 846.40 feet of the South 1079.96 feet of the West 1/2 of the Southwest 1/4 of Section 10, Township 25 South, Range 27 East, Osceola County, Florida less the West 35.00 feet thereof for Road Right-of-Way.

**To Have and to Hold** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**In Witness Whereof**, The said first party has signed and sealed these presents the day and year first written.  
Signed, sealed and delivered in presence of:

Charles Crane  
Angela Brady

MID-FLORIDA MOTEL ASSOCIATES, Ltd.  
a Florida limited partnership  
BY: V. J. [Signature]  
PRESIDENT OF ITS GENERAL PARTNER

STATE OF FLORIDA,  
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Bernard B. Rowe, the President of Venture Land Associates, Inc., a Fla. Corporation, the General Partner of Mid-Florida Motel Associates, Inc. and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 9<sup>th</sup> day of December, 1987  
Angela Brady

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP SEPT 19, 1989

This Instrument prepared by: STEVEN R. BECHTEL  
MATEER, HARBERT & BATES, P.A.  
Address: P. O. BOX 2854  
ORLANDO, FLA. 32802

EXHIBIT "A"

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 9<sup>th</sup> day of December, 1987, by and between MID-FLORIDA MOTEL ASSOCIATES, LTD., a Florida limited partnership, party of the first part, and STEED GROVES, INC., a Florida corporation, whose address is: P.O. Box 8427, Orlando, Florida 32836, party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN DOLLARS, (\$10.00) and other valuable considerations, lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land in Osceola County, Florida, to-wit:

That portion of Lots 12, 13 and 14, Block C of the Florida Fruit and Truck Land Company Subdivision of Section 10, Township 25 South, Range 27 East, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida; being more particularly described as follows:

The South 233.55 feet of the West 1/2 of the Southwest 1/4 of Section 10, Township 25 South, Range 27 East, Osceola County, Florida. Less the West 35.00 feet and less the South 15.00 feet thereof for Road Right-of-Way.

Subject to:

1. Taxes for 1987 and subsequent years;
2. Zoning;
3. Rights of way, restrictions and easements of record;
4. The Amendment and Restatement of Declaration of Restrictive Covenants dated September 4, 1984 and recorded in Official Record Book 755 at Pages 94 through 131, both inclusive, of the Public Records of Osceola County, Florida.

AND the party of the first part hereby fully warrants the title to said land, and will defend the same against the lawful claims of all persons whosoever claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the said party of the first part has executed this deed under seal on the date aforesaid.

Signed, sealed and delivered  
in the presence of:

MID-FLORIDA MOTEL ASSOCIATES  
LTD.

by VENTURE LAND ASSOCIATES, INC.  
Its General Partner

By Bernard B. Rowe  
BERNARD B. ROWE, President



33  
EX-188 PG1795

ACKNOWLEDGMENT

STATE OF Florida )  
COUNTY OF Hillsborough ) ss.:

9th THE FOREGOING INSTRUMENT was acknowledged before me this  
day of December, 1987, by BERNARD B. ROWE, the  
President of VENTURE LAND ASSOCIATES, INC., a Georgia  
corporation, on behalf of the corporation, the General Partner of  
MID-FLORIDA MOTEL ASSOCIATES, LTD., a Florida limited  
partnership.

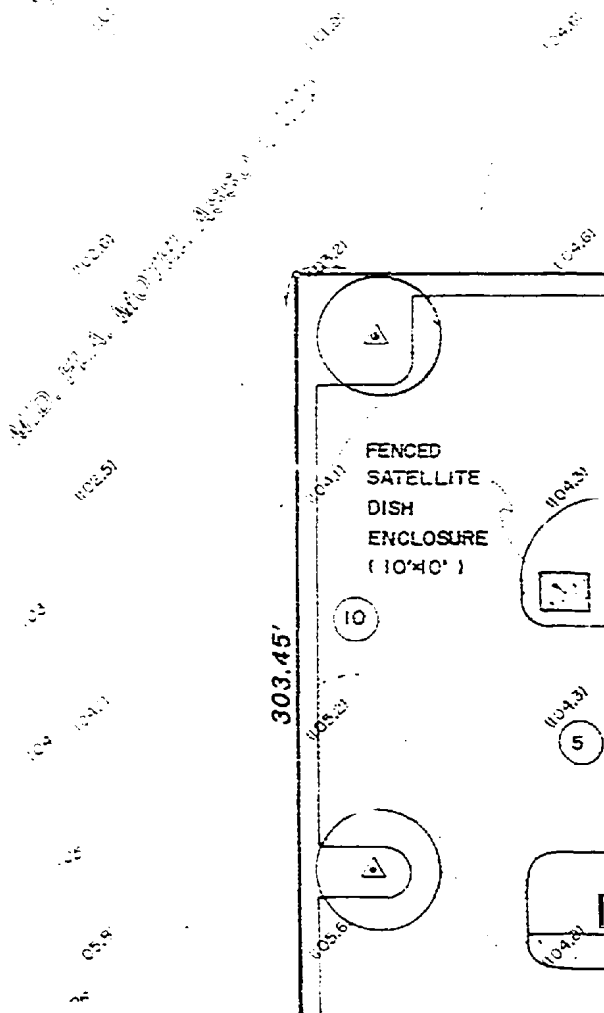
Ana C. Brady  
Notary Public  
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP SEPT 19, 1993

1992

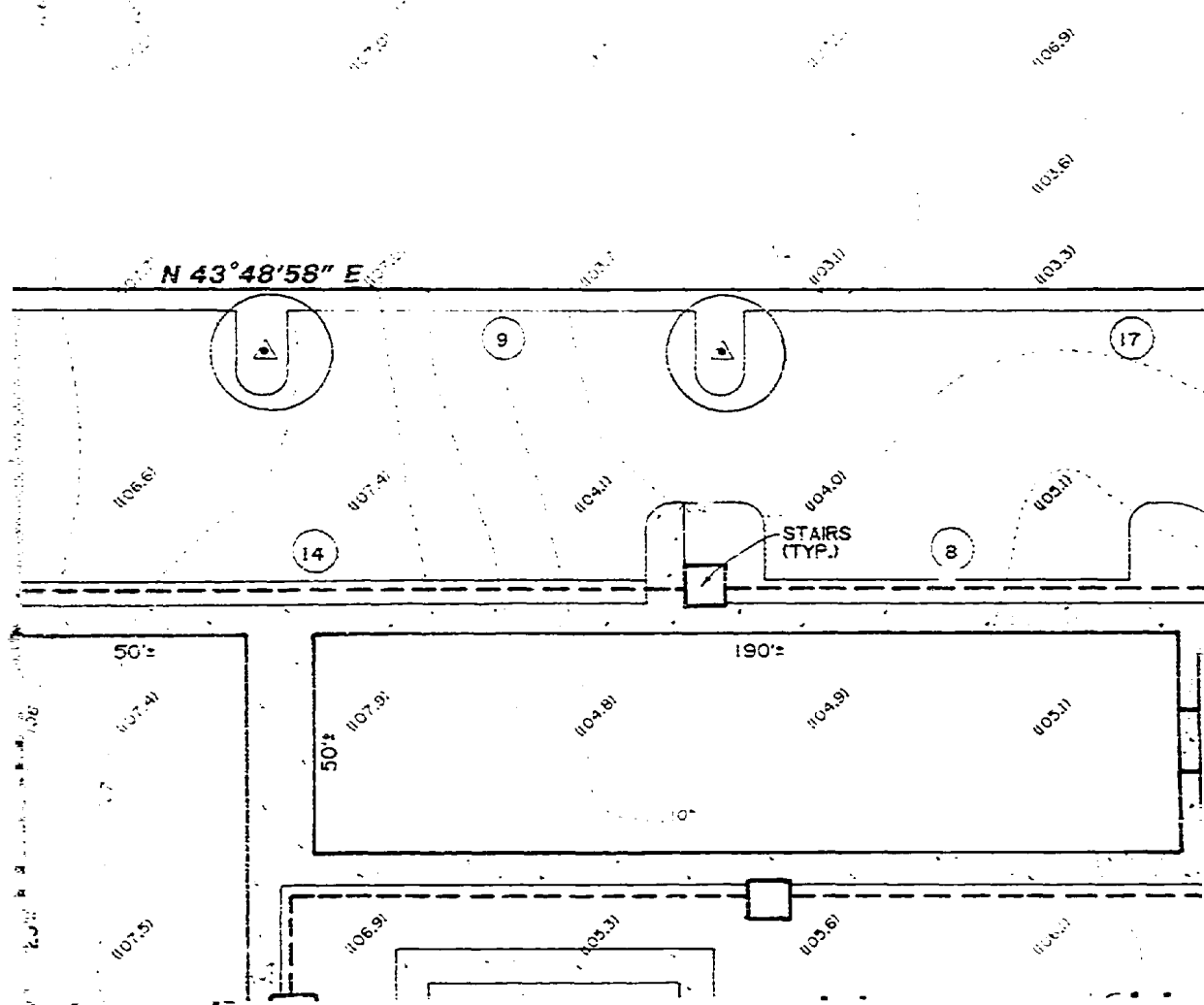
Necessary removal of private signs, lights, decorative features, and other similar items, and the spaces between and along rights-of-way and along public streets shall be accomplished at the expense of the public if these areas should become a liability to the public for the construction of a bridge or viaduct, express ramp, or other public facility.



2.96 ACRES 141 PARKING SPACES 132 ROOMS  
SEWAGE TREATMENT BY WESTWIND UTILITIES.  
STORMWATER RETENTION LOCATED OFF SITE,  
RUNOFF TO BE PIPED TO SOUTH PROP. LINE.

1106.91, 1103.11, 1103.31

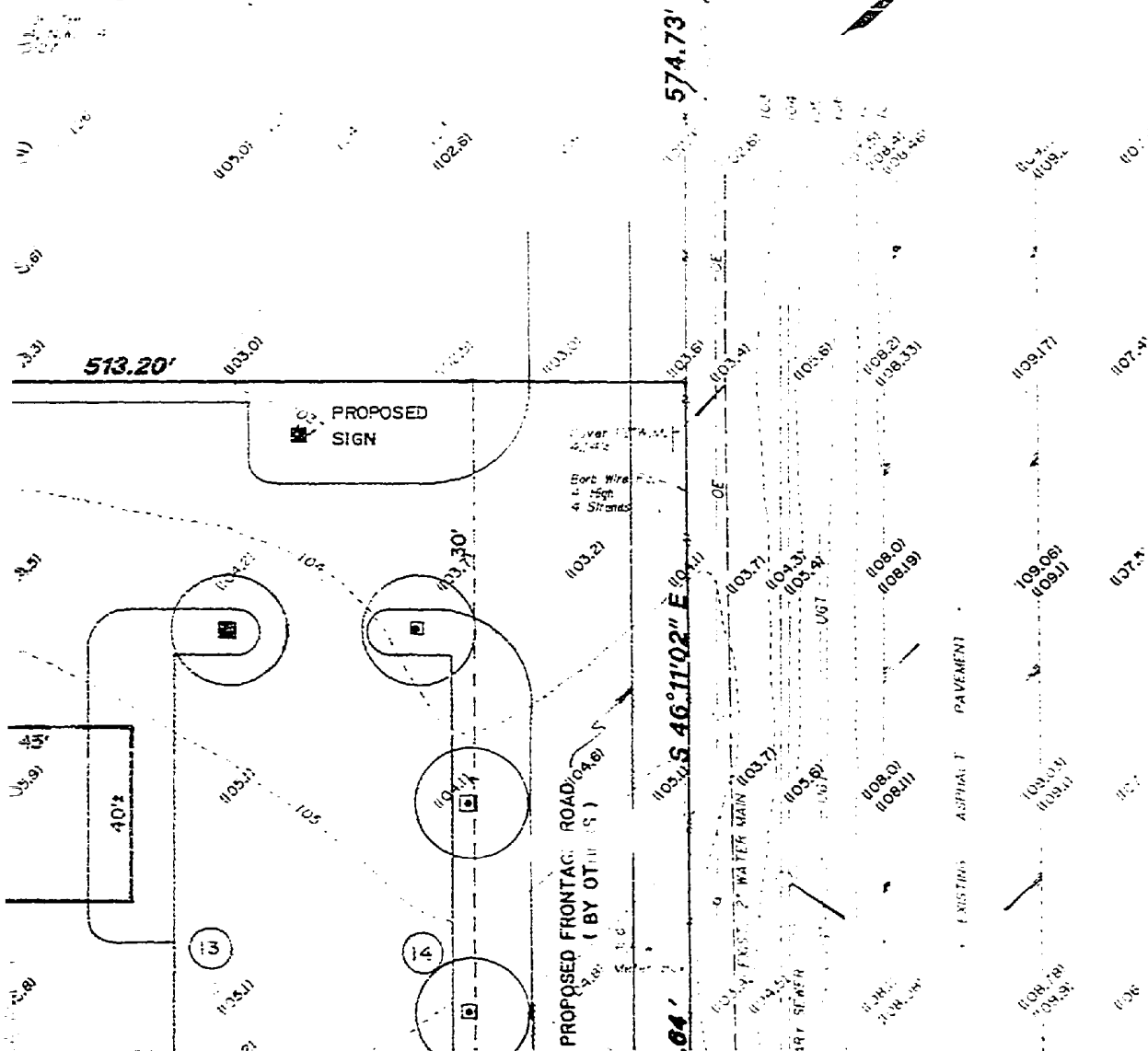
P  
1106.91



N 00°09'26" W  
200.00'

N 29°50'34" E  
762.84'

SCALE: 1" = 30'



PROPOSED HAMPTON INN SITE  
Parcel A - Westwind Commercial Center

1. Site Location: The site is located on U.S. Highway #192 in the proposed Westwind Commercial Center.
2. Total Site Area: 2.74 acres
3. Site Description: Vegetation: There is no vegetation on site.  
Soils: The site had been filled previously. Currently the soils consist of sandy imported fill. There are no environmental restrictions on site.
4. Total useable acres on site is 2.74 acres. All storm water retention requirements will be met by the master drainage plan covering the entire 12 acre Westwind Commercial Center.
5. Land Use Percentages are as follows:  
42% of the site for building.  
75% of the site for parking.  
72% of the site for open space.
6. The site design plan is for the 2.74 acre site based on a 132 room hotel.
7. Road surfacing will be asphalt applied to meet Osceola County Standards. Site storm water will be piped to the property line where it will be carried to the retention pond for Westwind Commercial Center by others.
8. Sewage Treatment will be provided by Westwind Utilities.
9. The 2.74 acre site will be developed in One Phase. Construction will commence immediately following receipt of appropriate approvals and permits.
10. Fire Protection will be provided by the West 192 Fire Protection District. Refuse disposal will be provided by a private disposal company that serves the area.
11. All lighting along Westwind Circle will be provided by Westwind Commercial Center.
12. Landscaping will be provided per a landscape plan to be developed. The plan will exceed county tree point standards for replacement trees. Maintenance of the landscaping will be provided by Hampton Inns on site maintenance staff.
13. The continued management and supervision of the site will be provided by the Developer and site occupant, Hampton Inns.

**bassett & bassett, inc**

SURVEYING ENGINEERING ARCHITECTURE INTERIOR DESIGN

DESIGNED BY:  
DRAWN BY:  
CHECKED BY:  
APPROVED BY:  
DATE: 11 - 3 - 87

12/11/87  
DATE

NO. 192

WAY  
(R.O.W.)

EXISTING ASPHALT PAVEMENT

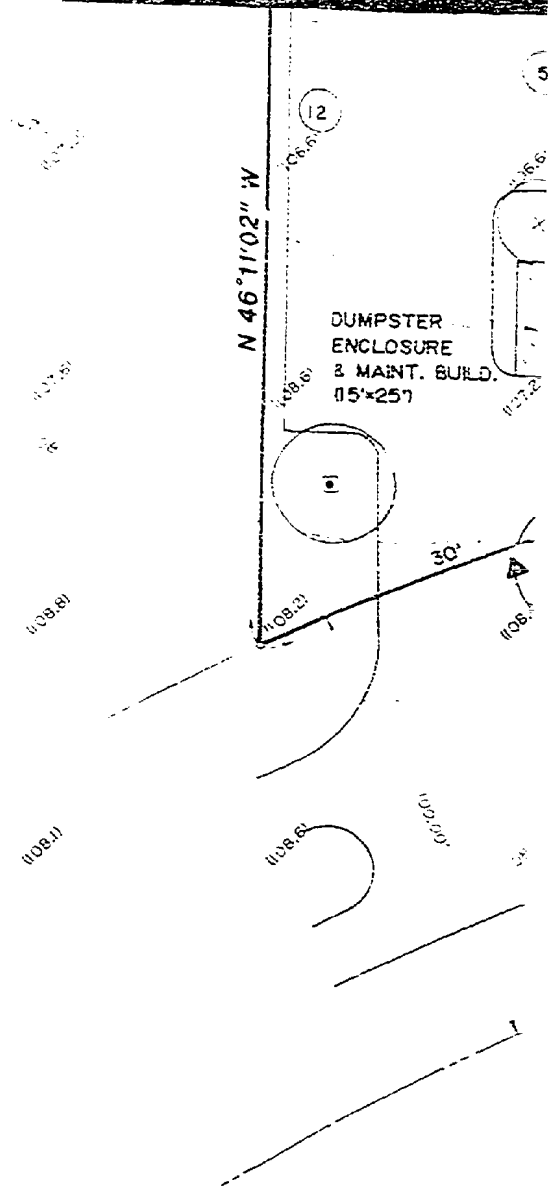
1009.21  
1009.101

1009.21  
1009.101

1009.21  
1009.051

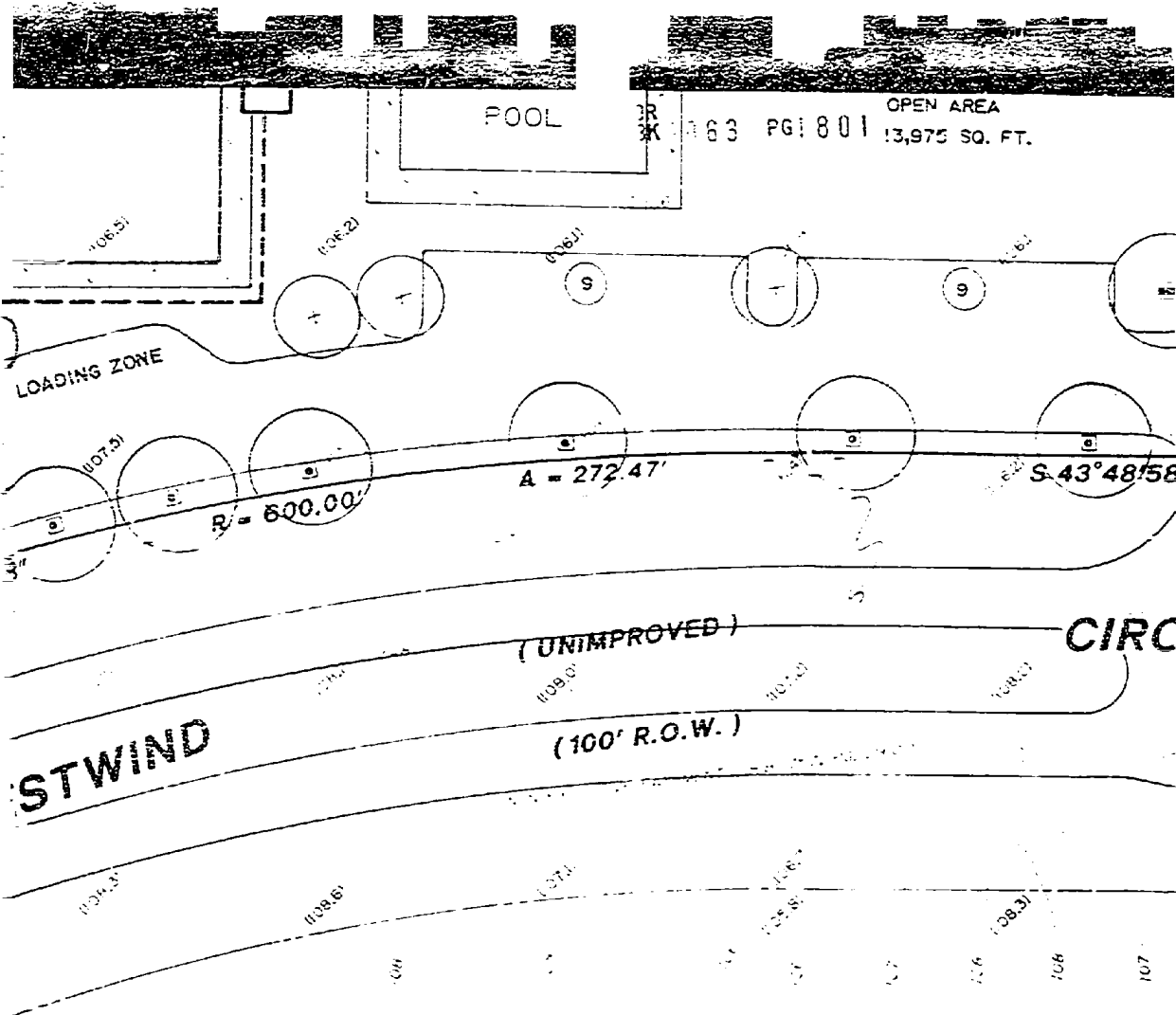
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1009.051



HAMPTON INNS  
6799 GREAT OAKS DR.  
SUITE 100  
MEMPHIS, TENN. 39138  
(901) 756-2811

4C



# ANNUAL TREE REPLACEMENT SCHEDULE

ONE OAK 2"-2 1/2" CALIPER

ONE OAK 4"-4 1/2" CALIPER

ONE SOUTHERN MAGNOLIA 2"-2 1/2" CAL.

ONE LIGUSTRUM MULTI-TRUNK

HAMPTON INN COMPREHENSIVE DEVELOPMENT PLAN

EXHIBIT "C"

6

3R 100.5  
3K 104.6 3 PG1802

242

FRONTAGE ROAD  
(50' INGRESS AND EGRESS  
EASEMENT)

250'

OVERHEAD ELECTRIC  
4 WIRES  
LOWEST WIRE = 100.6'

10' SANTARY STRIP

12" W.M.

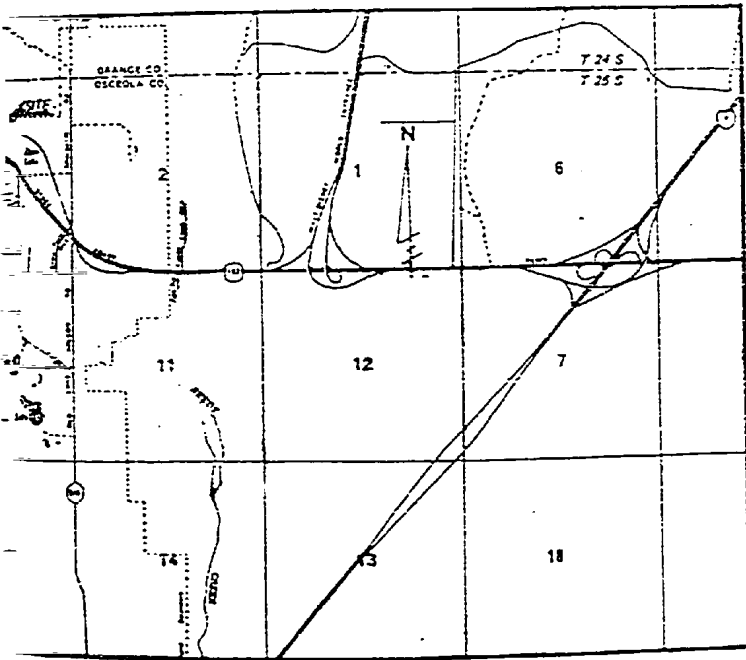
NOT TO SCALE  
DATE: 10/1/81



HIGH  
(200'

OR  
3K - 63 PGI 803

U.S.



LOCATION MAP (n.t.s.)

# HAMPTON INN

## COMPREHENSIVE DEVELOPMENT PLAN

DRAWING NO.

1 OF 1

JOB NO. 10-87-17

1 FRONTAGE ROAD EASEMENT  
NO. REVISION

HAMPTON INN COMPREHENSIVE DEVELOPMENT PLAN

EXHIBIT "C"

DR  
OK 463 PG 604

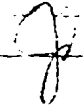
Ingress and Egress

A portion of Section 3, Township 25 South, Range 27 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 3; thence run N 00°09'26" W along the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 3 for a distance of 200.00 feet; thence run N 29°50'34" E for a distance of 762.84 feet to the Southerly Right-of-Way line of U.S. 192; thence run S 46°11'02" E along said Right-of-Way line for a distance of 789.73 feet to the Point of Beginning of the following described parcel of land:

Thence continue S 46°11'02" E along said Right-of-Way line for a distance of 100.00 feet; thence run S 43°48'58" W for a distance of 250.00 feet to the point of curvature of a curve concave to the Southeast having a radius of 500.00 feet; thence run along the arc of said curve through a central angle of 30°44'03" for a distance of 268.21 feet; thence run N 76°55'05" W for a distance of 100.00 feet to a point on a curve concave to the Southeast having a radius of 600.00 feet; thence run Northeasterly along the arc of said curve from a radial bearing of N 76°55'05" W, through a central angle of 30°44'03" for a distance of 321.85 feet; thence run N 43°48'58" E for a distance of 250.00 feet to the Point of Beginning.

FILED, RECORDED AND  
INDEXED  
MAR 11 1987  
CLERK OF COURT  
OSCEOLA COUNTY  
FLORIDA

  
D.C.

Schedule A

EXHIBIT "D"

870063370

1987 DEC 30 AM 9:16

**AMENDMENT TO DECLARATION  
OF RESTRICTIVE  
COVENANTS**

This Amendment to Declaration of Restrictive Covenants is made as of September 15, 1988, by STEED GROVES, INC., a Florida corporation, ("Steed") and WESTWIND COMMERCIAL CENTER PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("Westwind").

**BACKGROUND**

On November 9, 1983, Steed made a declaration of restrictive covenants that is recorded in O.R. Book 697, at pages 417 through 446 of the Public Records of Osceola County, Florida subjecting certain real property to certain restrictive covenants. On September 4, 1984, the declaration of restrictive covenants was amended by an amendment recorded in O.R. Book 755, pages 94 through 131 of the Public Records of Osceola County, Florida. The declaration of restrictive covenants was amended a second time by an amendment dated December 14, 1988 recorded in O.R. Book 0863 pages 1783 through 1808 of the Public Records of Osceola County, Florida. The declaration of restrictive covenants, as amended, shall be referred to hereafter as the "Declaration". The Declaration resulted in the creation of Westwind to enforce the Declaration and oversee development and maintenance of the real property subject thereto. Article 162 of the Declaration permits amendment of the terms of the Declaration at any time within 15 years after the recording thereof if the following conditions are met:

- (a) Westwind gives written approval of the proposed amendment;
- (b) Steed gives written approval of the proposed amendment (provided Steed owns property subject to the Declaration); and
- (c) The record owners of at least eighty percent (80%) of the real property subject to the Declaration give written approval of the proposed amendment.

Steed and Westwind presently own in excess of eighty percent (80%) of the real property subject to the Declaration, and they desire to amend the Declaration as set forth below.

WHEREFORE, Steed and Westwind hereby amend the Declaration as follows:

1. Article 1.1 of the Declaration shall be deleted entirely, and the following provision shall be substituted in the place thereof:

1.1 Additional Property. The term "Additional Property" shall mean any real property adjacent to the Property that is made subject to these restrictive covenants in accordance with Article 15 hereof.

2. Article 18 of the Declaration shall be deleted entirely and the following provision shall be substituted in the place thereof:

ARTICLE 18  
ANNEXATION TO THE PROPERTY

16. At the request of the owner thereof, any real property adjacent to the Property may be added to the Property upon the approval of the Association and of the record owners of at least eighty percent (80%) of the Property. Such Additional Property shall be subject to and governed by the Restrictive Covenants contained in this Declaration, as such restrictive covenants may have been amended at the time or times such Additional Property is added, and for all purposes of this Declaration such Additional Property shall be deemed a part of the Property.

3. Steed's right set out in Article 18 of the Declaration (as that Article is written prior to this amendment) to add Additional Property to the real property subject to the Declaration is hereby extinguished. The real property belonging to Steed described in Article 1.1 of the Declaration (as that Article is written before this amendment) is hereby released from any restriction arising from the Declaration, and shall not be made subject to the Declaration except in accordance with Article 18 of the Declaration as amended hereby.

4. The execution of this amendment by Steed and Westwind shall constitute and manifest Steed's and Westwind's approvals of the amendments to the Declaration effected hereby, as required by Article 16.2 of the Declaration.

5. Nothing contained herein shall be deemed to affect or amend the Declaration in any manner except as set forth herein or as may be necessary fully to accomplish the modifications intended herein.

IN WITNESS WHEREOF, this Amendment has been executed and duly adopted by Steed and Westwind on the 15 day of September, 1988.

Signed, sealed and delivered  
in the presence of:

STEED GROVES, INC.

BY: Joseph B. Steed

As its President

ATTEST: Debbie S. Vandenberg

As its Secretary

WESTWIND COMMERCIAL CENTER  
PROPERTY OWNERS ASSOCIATION, INC.

BY: Joseph B. Steed

As its President

ATTEST: Debbie S. Vandenberg

As its Secretary

JRP/jde/9-14-88

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 1988 by Joseph B. Steed the President of STEED GROVES, INC., a Florida corporation, on behalf of the corporation.



Steven R. Beattie  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

Notary Public, State of Florida  
My Commission Expires June 24, 1991  
Signed This 15th Day of September 1988

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 1988 by Joseph B. Steed the President of WESTWIND COMMERCIAL CENTER PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation.



Steven R. Beattie  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

Notary Public, State of Florida  
My Commission Expires June 24, 1991  
Signed This 15th Day of September 1988

This Instrument Prepared by  
and to be Returned to:

James R. Pratt, Esquire  
Graham, Clark, Pohl & Jones  
369 N. New York Avenue, Third Floor  
Winter Park, Florida 32790

FILED  
RECEIVED  
MPL WILLIAM  
DISCLOSE  
BY [Signature] D.C.

980045571

SEP 15 AM 12

FIRE PROTECTION INTERLOCAL AGREEMENT  
BETWEEN OSCEOLA COUNTY AND THE CITY OF KISSIMMEE

WHEREAS, the County of Osceola hereinafter referred to as "County", and the City of Kissimmee, Florida, a municipal corporation hereinafter referred to as "Kissimmee" desire to enter into a mutual agreement for the benefit of the citizens of Osceola County and of the City of Kissimmee to finance, operate and equip a fire district fire fighting operation in Osceola County in an area outside the present City limits of Kissimmee, designated as West 192 Fire District, and in order to carry out the intent of this Interlocal Agreement, the parties agree as hereinafter set forth, and

WHEREAS, Ordinance No. 84-5 was duly adopted by the Board of County Commissioners of Osceola County on October 1, 1984, and became effective following the results of the referendum election held for the purposes of accepting or rejecting by majority vote such ordinance, and

WHEREAS, said Ordinance No. 84-5 was duly approved by the voters of Osceola County, Florida on the 6th day of November, 1984;

NOW, THEREFORE, in consideration of mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. Grant of Contract. The County, by this Agreement and pursuant to Osceola County Ordinance No. 84-5 does hereby grant to Kissimmee a contract to provide fire protection services for a geographical area of Osceola County, as defined and described in Osceola County Ordinance No. 84-5.

2. Terms of this Agreement. Kissimmee shall furnish fire protection services to the residents of Osceola County, Florida, in accordance with the terms of this Agreement within the area specified in paragraph 1 above and pursuant to Ordinance No. 84-5. Said service shall be for an indefinite period of time beginning the 1st day of January, 1986. This agreement shall continue from year to year unless and until either party to this Agreement gives to the other party a 365 day notice in writing, prior to the beginning of any fiscal year. It is understood and agreed that the fiscal year for both parties begins on October 1.

3. Compliance with this Agreement. The parties shall utilize fire fighting equipment as hereinafter provided under rules promulgated by Kissimmee, which are not in conflict with Osceola County Ordinance No. 84-5.

4. Funding. The County shall fund the fire fighting operation covered by this Agreement under the terms and conditions of Ordinance No. 84-5, a copy of which is attached hereto and made a part hereof. Kissimmee shall submit to the County in July for each succeeding fiscal year a budget for the fire fighting operation within the district defined above. Final approval and adoption of said budget shall be by County.

5. Kissimmee shall operate and be totally responsible for the fire fighting requirements within the district defined above and shall be funded by the special assessments collected pursuant to Ordinance No. 84-5 and any increase provided therein.

6. Fire fighting equipment and location. Kissimmee Fire Department shall initially operate the necessary equipment from a location specified on Airport Road, which is designated from a location specified on Airport Road, which is designated Kissimmee's Station No. 3. Further, an additional fire station shall be provided on land in Indian Wells Subdivision located on County Road 535, and one additional site, recently acquired by County on U.S. 192, all three sites being located in Osceola County, Florida. Kissimmee shall provide and be responsible for adequately manning these stations with the restraints of the money collected pursuant to Ordinance No. 84-5 and shall provide fire fighting services from these locations 24 hours a day, seven (7) days a week during the life of this Agreement.

7. Response to Governmental Agencies. It is understood and agreed specifically, but not by way of limitation, that Kissimmee shall respond to all requests for fire fighting services within the area specified above.

8. Provisions of the vehicle. Vehicles purchased from the proceeds of Ordinance No. 84-5 shall remain the property of Osceola County under the exclusive use of Kissimmee during the life of this contract. In the event that this contract shall terminate then possession of said equipment shall be returned immediately to Osceola County. Kissimmee shall provide all maintenance on said vehicles and shall keep said vehicles properly insured.

9. Personnel. All personnel provided under this Agreement shall be employees of the City of Kissimmee and shall be under Kissimmee's direct supervision and control. All fringe benefits provided shall be funded on the same basis as provided for other fire department personnel by Kissimmee.

10. It is understood and agreed that Kissimmee has or anticipates having mutual aid agreements with fire departments or units which adjoin and abutt the district hereinabove described. Such mutual aid agreements are recognized as being beneficial to the said district.

11. This Interlocal Agreement does not intend to provide in detail the operation and the administration of the operations covered by this Agreement. Until otherwise provided, the present rules and regulations of the City of Kissimmee and the standard operating procedure of the Kissimmee Fire Department shall govern the operation of this District. The contact person for the county shall be the County Commissioner who serves as liaison commissioner with said District, or such other person as may be designated by the Board of County Commissioners. In the event of disputes, this matter shall be referred to the governing bodies of Osceola County and Kissimmee for resolution. If resolution cannot be provided then this contract shall be terminated as provided above. The intent of this Interlocal Agreement is that all costs, including administrative and overhead, shall be borne by the proceeds collected under Ordinance No. 84-5 and the day to day operation shall be the sole duty and responsibility of Kissimmee. The quality of fire fighting services which shall be determined by the revenue collected under Ordinance No. 84-5. In no event will Kissimmee be required to outlay any municipal funds for fire protection within the area specified above.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF OSCEOLA COUNTY, FLORIDA

By

*W. L. ...*  
Chairman

(SEAL)

ATTEST:

*W. L. ...*  
Clerk

CITY OF KISSIMMEE, FLORIDA, a  
municipal corporation

By

*Grayson ...*  
Mayor-Commissioner

(SEAL)

ATTEST:

*Arthur B. ...*  
City Manager



ORDINANCE NO. 84-5  
OSCEOLA COUNTY, FLORIDA

AN ORDINANCE ESTABLISHING A SPECIAL ASSESSMENT DISTRICT TO BE KNOWN AS WEST 192 FIRE DISTRICT; PRESCRIBING THE TERRITORIAL LIMITS THEREOF; PROVIDING FOR A BOARD OF COMMISSIONERS TO GOVERN SAID DISTRICT; AUTHORIZING SAID DISTRICT TO PROVIDE FIRE PROTECTION SERVICES WITHIN THE DISTRICT; PROVIDING FOR THE LEVY OF ASSESSMENTS TO COVER THE EXPENSE OF PROVIDING SUCH FIRE PROTECTION SYSTEM; PROVIDING A METHOD OF LEVY, COLLECTION AND ENFORCEMENT OF SAID ASSESSMENTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REFERENDUM; AND PROVIDING EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA:

Section 1: It is hereby found by the Board of County Commissioners of Osceola County, Florida, that fire protection is an essential service for the benefit of the health, safety and welfare of the public. It is further the finding of the Board of County Commissioners that the legislature has in Section 125.01 (1)(g), Florida Statutes, provided for the creation of a municipal service taxing and benefits unit as a taxing vehicle to grant to all counties that taxing flexibility to levy ad valorem taxes within the limits fixed for municipal purposes for the furnishing of municipal services within those areas receiving the benefit of such municipal services in order to solve the controversy of double taxation between residents in the incorporated and unincorporated areas. It is the purpose of this ordinance to create a special assessment unit for the purpose of creating, establishing, maintaining and operating a fire protection system to be known as West 192 Fire District, within the area described as follows, to-wit:

All of Sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21 and 22 and those portions of Sections 2, 11, 14, 23 and 24 lying outside the Reedy Creek Improvement District, all in Township 25 South, Range 27 East and all of Sections 1, 2, 3, 4, 10, 11, 12, 13, 14, 15, 22, 23 and 25 and those portions of Sections 5, 9, 16 and 21 lying outside the Reedy Creek Improvement District and that portion of Section 24, lying outside the Corporate Limits of the City of Kissimmee, all in Township 25 South, Range 28 East and those portions of Sections 5, 6, 7, 8, 17, 18 and 19 in Township 25 South, Range 29 East lying outside the Corporate Limits of the City of Kissimmee: all said land being located in Osceola County, Florida.

and such District is hereby created and established.

Section 2: The business and affairs of said District shall be conducted and administered by the Board of County Commissioners of Osceola County, Florida. Said Commissioners shall not receive any additional compensation for their services as such.

Section 3: (a) The said District shall have the right, power and authority to levy special assessments against each parcel of Real Estate situated in said District upon which there is on January 1st of each year situated a building or structure of any kind. The rate of such assessments is hereby fixed as follows:

1. Each single family residence, and mobile home situated upon land owned by the mobile home owner shall be assessed \$25.00 annually.
2. All mobile rental spaces upon which a mobile home is situated shall be assessed \$25.00 annually.
3. All apartment buildings and condominiums shall be assessed \$35.00 per unit annually.
4. All campgrounds shall be assessed \$25.00 per site annually.
5. All hotels and motels and dormitory-type structures shall be assessed \$35.00 per unit annually.
6. All convenience stores and service stations shall be assessed at \$0.20 per square foot annually based upon rounding the square footage figure to the nearest thousand square feet.
7. All restaurants and lounges shall be assessed at \$0.20 per square foot annually based upon rounding the square footage figure to the nearest thousand square feet.
8. Drive-ins and restaurants shall be assessed \$0.20 per square foot annually based upon rounding the square footage figure to the nearest thousand square feet.
9. All commercial and office buildings shall be assessed at \$0.20 per square foot annually based upon rounding the square footage figure to the nearest thousand square feet.

10. All churches shall be assessed \$0.10 per square foot annually based upon rounding the square footage figure to the nearest thousand square feet.

11. All other structures not listed above, which contain a minimum of 200 square feet, shall be assessed \$0.20 per square foot annually, except free-standing carports, pole barns and like structures, which shall be exempt from assessment.

12. The special assessments levied hereunder, as set forth hereinabove, shall be reviewed annually by the Board of County Commissioners of Osceola County, Florida, and may be increased or reduced by Resolution of the Board of County Commissioners.

(b) The Board of County Commissioners shall prepare or cause to be prepared an assessment and collection roll setting forth a description of each lot or parcel of land subject to assessment in said district together with the amount of assessment against said lot or parcel of land, and shall before September 30 of each year, deliver said roll to the County Tax Collector of Osceola County, Florida, for collection of said assessments; all assessments shall be made against the land subject to such assessment and said roll shall set forth the names of the respective owners of such lands.

It shall be the duty of the County Tax Collector to collect said assessments according to said assessment roll and deliver the whole of such proceeds of such collection, as prescribed by law less his statutory fee, to the said Board of County Commissioners taking their receipts for such funds. The Tax Collector shall annually deliver to the Board of County Commissioners a description of the lands for which said payments are made.

(c) Such special assessments shall be a lien upon the lands assessed prior in dignity to all other liens and assessments against said lands, save and except county taxes, until said assessments are paid. Said assessment shall become a lien on said lands from October 1 of the year for which said assessment is made, and shall be payable on and after November 1 of the same year without discounts to the Tax Collector, but

shall not become delinquent unless unpaid on April 1 of the following year.

The County Tax Collector shall, upon payment of the county taxes against any property subject to said special assessments, collect therewith said special assessments unless such special assessments shall have been sooner paid.

(d) In the event any special assessment is not paid on or before the first day of April of the year following that for which said assessment is made, said Tax Collector shall retain said assessment and collection roll in his possession until he shall deliver to the person appointed by law the books and records showing delinquent and unpaid county taxes during which time the Tax Collector shall deliver to the person provided by law the records of unpaid and delinquent county taxes, he shall deliver to the same person the assessment and collection roll for special assignment of delinquent county taxes against any of said lands subject to said special assessments to collect therewith such special assessments together with penalties hereinafter provided, unless the same shall have been paid heretofore, and shall deliver the proceeds of the collection of such assessments, less his statutory fee, monthly to the Board of Commissioners for said District in like manner as is required of payment by the County Tax Collector as hereinabove set forth. The person charged by law with the collection of delinquent county taxes against any property subject to said special assessments against said lot or parcel of land collect therewith said special assessments, unless said special assessment shall have been sooner paid.

Such delinquent special assessments and the lien thereof may be assigned in like manner as the assignment of tax sales certificates for unpaid county taxes.

(e) If any special assessments be not paid before April of the year following that for which said special assessment was made, there shall be collected with such special assessment after April 1 of the year following that for which the assessment was made, interest from said date at the same rate per

annum provided by law upon county taxes until paid. Said special assessment may be foreclosed in like manner as provided by law for the foreclosures of county tax sales certificated or as provided by law for the foreclosure of mortgages or other liens, and any one or more of said delinquent assessments and liens may be foreclosed in one suit, and such suit may be instituted and maintained by the District or any assignee of such assessment or lien. In the event of the institution of a suit for foreclosure the attorney for the complainant shall be entitled to a reasonable fee for his services in said suit which shall be deemed part of the cost of said cause, and the holder of such delinquent assessment and lien shall have a lien upon said property for the amount of said fee to be allowed by the Court.

Section 4: A budget shall be prepared by the district and said assessment shall be levied by the Board of County Commissioners at the same time and in the same manner as said board prepares and adopts its county annual budget and levies taxes as provided by law. Said budget shall contain all or such portion of the estimated cost of providing the services herein provided within the boundaries of said district as said board shall determine to be necessary to provide such services.

Section 5: No funds of said District shall be used for any purpose other than the administration, care, maintenance, operation, lease and purchase of fire stations, fire fighting equipment, personnel for full time paid fire departments and other expenses in connection therewith as may be determined to be for the best interest of the District; provided that the Board of County Commissioners may enter into contracts not to exceed twenty (20) years with any municipal corporation or other governmental agency to furnish fire protection to the District upon such terms and conditions as to the said Board may seem best.

Section 6: The district shall have the power and authority to acquire by gift, lease or purchase, any property, real or personal, as is deemed necessary for the protection of said District and to make and enter into contracts with firms and

individuals, natural or corporate, relating to any and all purposes of the District.

They shall have the authority to hire or contract for personnel as deemed necessary to furnish one or more paid full time fire departments.

Section 7: This ordinance shall not operate to, nor be construed as regulating or limiting the jurisdiction of duties of any State or county officer. In the event the language or implied effect of this ordinance should indicate regulation or limitation of jurisdiction of duties of any state or county officer contrary to the constitution of the State of Florida it shall be construed as the legislative intent to be permissive in such regard.

Section 8: If any clause, section or provision of this ordinance shall be declared to be unconstitutional or invalid for any cause or reason, the same shall be eliminated from this ordinance, and the remaining portion of said ordinance shall be in force and effect and be as valid as if such invalid portion thereof had not been incorporated therein.

Section 9: In the event that the District is annexed wholly or in part into a municipality, it shall be either dissolved or transferred in accordance with the procedure specified in Chapter 165, Florida Statutes.

Section 10: This ordinance shall become effective on the first day of October of the year following its being approved in a referendum election, held for the purpose of approving or rejecting this ordinance, by a majority of the electors voting in such referendum election and upon its being filed with the office of the Secretary of State in Tallahassee.

DONE AND ADOPTED in regular session this 1st day of October, 1984.

FILED, RECORDED AND  
RECORD VERIFIED  
MEL WILLS, JR., CLK CIR CT  
OSCEOLA COUNTY

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
OF OSCEOLA COUNTY, FLORIDA

BY

ATTEST:

Deputy Clerk

BY

October 11, 1984

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