

## DECLARATION

THIS DECLARATION, made on the date hereinafter set forth by Sand Lake Cove, Inc., a Florida corporation, hereinafter referred to as "Developer";

## WITNESSETH:

WHEREAS, Developer is the owner of certain property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as "the Community"); and

WHEREAS, Developer has established a land use plan for the Community and desires to provide for the preservation of the values and amenities hereby established and as may be established for the Community hereafter committed to a land use plan and to this end does hereby subject the Community to use covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as SAND LAKE COVE HOMEOWNERS ASSOCIATION, INC. to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair, the enforcement of the covenants, restrictions, and easements contained herein and the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the Community shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to the Sand Lake Cove Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns. Attached hereto and made a part hereof by this reference as Exhibits "B" and "C" is a copy of the Articles of Incorporation and By-Laws, respectively, for the Association.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

THIS DOCUMENT PREPARED BY:  
Gregory L. Holzhauer, Esquire  
Winderweede, Haines, Ward  
& Woodman, P.A.  
Post Office Box 880  
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Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Home, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "The Community" shall mean and refer to that certain real property legally described in Exhibit "A" attached hereto and made a part hereof, and such additional lands that may be subjected to this Declaration by annexation.

Section 5. "Common Space" shall mean all real property owned, or to be owned by the Association for the common use and enjoyment of the Owners, if any.

Section 6. "Lot" shall mean and refer to those parcels of land upon which exists or will exist a Home, regardless of whether such parcel(s) of land have been platted or are unplatted. The number of Lots in an unplatted area at any particular time shall be the number of Homes approved by Orange County, Florida for that unplatted area at such time.

Section 7. "County" shall mean and refer to Orange County, Florida.

Section 8. "Home" shall mean a completely constructed detached single family home which is designated and intended for use and occupancy as a residence and which is subject to assessments under this Declaration or any Supplemental Declaration made by the Developer. Said term includes any interest in land, improvements and other property appurtenant to the Home.

Section 9. "Developer" shall mean and refer to Sand Lake Cove, Inc. its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Developer for the purpose of development.

Section 10. "Institutional Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, or any other lender generally recognized as an institutional type lender holding a first mortgage on a Home.

Section 11. "Common Expenses" means all expenses of any kind or nature whatsoever incurred by the Association, including, but not limited to, the following:

- (a) Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the Common Space, or any other property to be maintained by the Association as provided in this Declaration, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations.
- (b) Expenses of obtaining, repairing or replacing personal property in connection with any Common Space or the performance of the Association's duties.
- (c) Expenses incurred in connection with the administration and management of the Association.
- (d) Common water, sewer, trash removal, and other common utility, governmental, or similar services for the Homes which are not separately metered or charged to the Owners, or which the Association determines to pay in common in the best interest of the Owners.
- (e) Expenses declared to be Common Expenses by the provisions of this Declaration, or by the Articles or By-Laws.

Section 12. "Annexation" shall mean and refer to the subjecting of real property to this Declaration by amendment in accordance with Article VI hereof.

Section 13. "Public Areas" shall mean and refer to all lands owned by the State of Florida, County, any city, district or municipality which, to the extent allowed by governmental authority, are to be maintained by the Association.

Section 14. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or re-use water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

Section 15. "Water Management District" shall mean the South Florida Water Management District.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Space which shall be appurtenant to and shall pass with the title to every Home, subject to the following:

A. All provisions of this Declaration, the plat or plats of the Community, and the Articles of Incorporation and By-Laws of the Association;

B. Rules and regulations adopted by the Association governing the use and enjoyment of the Common Space;

C. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility which may be situated upon the Common Space;

D. The right of the Association, if and to the extent permitted by the Florida Statutes, to suspend the voting rights of any Owner for any period during which any assessment against his Home remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.

E. The right of the Association to dedicate, sell or transfer all or any part of the Common Space to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon in an instrument signed by two-thirds (2/3) of each class of members of the Association and said instrument has been recorded. In addition, so long as there is a Class B membership, such dedication, sale or transfer shall require the approval of HUD/VA.

F. The right of the Association to borrow money, and with the consent of two-thirds (2/3) of each class of members, and so long as there is a Class B membership, the approval of HUD/VA, to mortgage, pledge, deed in trust, or hypothecate all of its real and personal property as security for money borrowed or debts incurred.

G. The right of the Association to make additions, alterations or improvements to the Common Space, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however, that the approval of two thirds (2/3) of the votes of the Owners shall be required for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total Assessments for Common Expenses payable by all of the Members, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' Assessments for Common Expenses payable by all of the Owners. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Space, or any existing improvements or personal property associated therewith. The

cost and expense of any such additions, alterations or improvements to the Common Space, or the purchase of any personal property, shall be a Common Expense. In addition, so long as Developer owns any portion of the Community, Developer shall have the right to make any additions, alterations or improvements to the Common Space as may be desired by Developer in its sole discretion from time to time, at Developer's expense.

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

Section 3. Permitted Uses. The Common Space shall be restricted to the following uses:

The Common Space, now and forever, shall be restricted hereby such that it shall be maintained as open space for the use and benefit of the Owners,, including as and for easements and rights-of-way for the construction, operation and maintenance of utility services and drainage facilities and shall not be used for any commercial or industrial use except as herein described.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A: Class "A" members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: Class "B" member(s) shall be the Developer as defined in this Declaration, and shall be entitled to three (3) votes for each Lot owned by it in the Community. The Class "B" membership shall cease and be converted to Class "A" membership three (3) months after ninety percent (90%) of the Lots in all phases of the Community have been sold and conveyed by the Developer to members (but not including builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale) or sooner at the election of the Developer (whereupon the Class A members shall be obligated to elect the Board and assume control of the Association).

### ARTICLE IV

#### COVENANT FOR MAINTENANCE

Section 1. Association Maintenance. The Association shall at all times maintain: (i) the Common Space, (ii) the perimeter wall as well as the grassed and landscaped area lying on the outside of the perimeter wall within the Community or contiguous thereto, (iii) any entrance features constructed in the Public Areas or within the Wall and Landscape Easement shown on any plat of the Community, (iv) the wetland buffer along Big Sand Lake as shown on any plat of the Community, and (v) any easements granted to the Association including, but not limited to any inlets, swales, drainage pipes and other drainage facilities located within any drainage easement area.

An Owner of a Home will be responsible for the irrigation and fertilization of his Lot.

Section 2. Access. For the purpose of performing the maintenance authorized by this Article and Article X hereof, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Lot(s) at reasonable hours on any day. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Establishment of Assessments. Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year. The Board shall then establish the assessment for Common Expenses for each Home and shall notify each Owner in writing of the amount, frequency, and due dates of the assessment for Common Expenses. From time to time during the fiscal year, the Board may modify the budget, and pursuant to the revised budget or otherwise, the Board may, upon written notice to the Owners, change the amount, frequency and/or due dates of the assessments for Common Expenses. If the expenditure of funds for Common Expenses is required in addition to funds produced by assessments for Common Expenses, the Board may make special assessments for Common Expenses, which shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board, as stated in the notice of any special assessments for Common Expenses. In the event any assessments for Common Expenses are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the Association notifies the Owner in writing of a change in the amount and/ or frequency of the periodic payments. In no event shall any assessments for Common Expenses be due less than ten (10) days from the date of the notification of such assessments.

*Change*

Section 3. Equal Assessments. The assessments for Common Expenses assessed against each Lot shall be equal. The annual assessment for Common Expenses as to each Lot owned by an Owner other than the Developer shall commence on the first day of the full calendar month after the date of the deed by which the Lot is conveyed by the Developer to an Owner.

Section 4. Working Capital Contribution. In addition to assessments for Common Expenses, the first Owner acquiring title to a Home shall pay to the Association a contribution to a working capital fund of the Association in an amount of \$100.00, which shall be in addition to the Owner's responsibility for assessments for Common Expenses. The working capital fund shall be used by the Association for start-up expenses or otherwise as the Association shall determine from time to time and need not be restricted or accumulated.

Section 5. Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety and welfare of the residents in the Community and for the improvement and maintenance of the Common Space, easements and Public Areas adjacent to the Community, as set forth in Article IV, Section 1 hereof.

Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures and drainage easements and including landscaping and fencing within retention area tracts shown on any plat of the Community.

Section 6. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Developer (or any of its affiliates) is the Owner of any Lot, Developer shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it, or (ii) not paying assessments on any Lots and in lieu thereof funding any resulting deficit in the Association's operating expenses (exclusive of any reserves or management fees) not produced by assessments receivable from Owners other than Developer. The deficit to be paid under option (ii) above shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees) and (b) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option stated above under which Developer is making payments to the Association by written notice to such effect to the Association. When all Lots within the Community are sold and conveyed to purchasers, neither the Developer, nor its affiliates, shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

Section 7. Special Assessment for Capital Improvement. In addition to the annual assessments and special assessments for Common Expenses authorized above, the Association, through a two-thirds (2/3) vote of its Board of Directors, may levy in any assessment year a special assessment against the Owners for the purpose of (i) defraying, in whole or in part, the cost of any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Common Space, including fixtures and personal property related thereto, if any, or (ii) the costs of work performed by the Association in accordance with Article X hereof. Any such Special Assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure proceedings and interest. Any Special Assessment levied hereunder shall be due and payable within the time specified by the Board of Directors in the action imposing such Assessment.

Section 8. Annual Assessments. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amounts of the annual assessment against each Home at least thirty (30) days in advance of each annual assessment period. Failure to fix the amounts of the annual assessments within the time period set forth above would not preclude the Board of Directors from fixing the assessment at a later date. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may delegate to a management company or financial institution responsibility for collection of assessments.

Section 9. Effect of Non-Payment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days of the due date shall be subject to a late charge of ten (10%) percent of the assessment. Any assessment not paid within sixty (60) days of the due date shall, in addition to the late charge due if not paid within 30 days of the due date, bear interest from the due date at a rate of interest set by the Association, not to exceed the highest rate allowable by law, per annum. The Association may, at its election, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Space or abandonment of his Home.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens. The sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All properties dedicated to, and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE VI

### ANNEXATION OF PROPERTY

Section 1. Annexation Without Association Approval. Additional lands may be annexed by the Developer in whole or in part without the consent of members within ten (10) years of the date of this instrument. The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon the recording in the Public Records of the County, of an amendment hereto properly executed by the Developer and without the consent of the members of the Association. Annexations, if any, shall become effective upon the recording of an amendment to this Declaration in the Public Records of Orange County, Florida.

Section 2. Other Annexation of Property. Except as set forth in Section 1 above, residential property and Common Space may be annexed to the property with the consent of two-thirds (2/3) of each class of members of the Association. Such annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Orange County, Florida.

## ARTICLE VII

### WITHDRAWAL OF PROPERTY

Anything herein to the contrary notwithstanding, Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Community from the provisions of this Declaration, so long as a Home has not been constructed on said land to be withdrawn, and so long as the land to be withdrawn has not been conveyed to the Association as Common Space.

## ARTICLE VIII

### PLATTING AND SUBDIVISION RESTRICTIONS

As long as there is a Class B membership, Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Community, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portion(s) of the Community without the consent or approval of Owners.

## ARTICLE IX

### ARCHITECTURAL CONTROL

**Section 1. Architectural Control Committee.** No building, fence, including chain link fences, wall or other structure shall be commenced, erected or maintained upon the Community, nor shall any exterior addition or change or alteration therein, including a change of the building exterior paint color, be made within the Community until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding structures and topography by the Board, or by an architectural control committee composed of three (3) or more representatives appointed by the Board ("Committee"). In the event said Board or its designated Committee fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining proper governmental approvals and permits.

**Section 2. Approval and Disapproval.** The Association or the designated Committee shall not be liable to any Owner in connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval of any alteration, addition, improvement or change. Furthermore, any approval of any plans or specifications by the Association or its designated Committee shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the Association, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Association or its designated Committee shall not be liable for any deficiency, or any injury resulting from any deficiency in such plans and specifications.

**Section 3. Effect on Developer.** Notwithstanding the foregoing, so long as Developer owns any Lot or any portion of the Community, architectural control shall be vested in Developer and not the Association, and during such period all references contained in the subparagraph to the Board or to the Association shall be deemed to refer to Developer, provided, however, that at any time Developer may assign its right to architectural control to the Association by a written assignment.

## ARTICLE X

### MAINTENANCE OF EXTERIOR OF OWNERS PROPERTY

In the event an Owner of any Lot, in the Community shall fail to maintain the Lot or the exterior of his Home in a manner satisfactory to the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and restore the exterior of the buildings and any other improvements erected thereon.

The cost of such exterior maintenance or grounds maintenance shall be assessed against the subject Home and such assessment shall be a charge on the land and shall be a continuing lien upon the Lot. Non-payment of such assessment within thirty (30) days from the due date may result in foreclosure of the lien or an action at law against the Owner(s) of the Lot.

In the event there is a landscape easement on the rear of a Lot and there is built on the landscape easement a fence or wall maintained by the Association, the owner of the Lot shall be responsible for painting the interior of the fence or wall, and shall maintain the landscaping (i.e. trees, plants and/or grass) on the inside of the wall. The Association shall be responsible for maintaining the exterior of the fence or wall and for the repair and replacement of the wall or fence. The inside of the wall or fence shall be painted by the Lot Owner at the same time



as the outside of the wall or fence is painted by the Association and the Lot Owner shall use the same color paint as the Association. The Lot Owner may construct a fence on a Lot perpendicular to the Association fence in the landscape easement, so long as the fence has been approved by the Architectural Control Committee and said fence may touch, but not be attached to, the Association fence in the landscape easement.

## ARTICLE XI

### EASEMENTS

**Section 1. Utility Easements.** Easements may be granted by the Association for utility purposes in accordance with the requirements of this Declaration.

**Section 2. Easements for Benefit of Association and Owners.** Developer does hereby establish and create for the benefit of the Association and for all Owners from time to time subject to this Declaration, and does hereby give, grant and convey to each of the aforementioned, the following easements, licenses, rights and privileges: (i) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks within the Common Space (as they may be built or relocated in the future). (ii) Rights to connect to, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Space.

**Section 3. Water or Stormwater Management System.** The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the Water Management District permit. Additionally, the Association shall have a perpetual nonexclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the Water Management District.

**Section 4. Reservations.** Developer reserves to itself, its designees, successors and assigns easements, licenses, and rights and privileges of a right-of way in, through, over, under and across the streets, roads and easement areas of the Community for the construction, maintenance and repair of utility lines, wires, pipes, conduits, cable television, sewers, and drainage lines and other improvements which may from time to time be in or along such streets and roads or other easement areas of the Community as shown on any plat of the Community. Developer also reserves the right for itself, its designees, successors and assigns to continue to use the Community, and any Common Space, roadway and parking space to post signs, flags, or other promotional material in its efforts to market Lots in the Community. This paragraph may not be amended without the prior written consent of the Developer.

**Section 5. Sewer Easement.** The Developer, by its execution of this Declaration, hereby grants to each Lot Owner a non-exclusive perpetual easement for the maintenance, repair and replacement of water and sanitary sewer lateral pipes servicing the Lot and improvements thereon, which lateral pipes are located within the Common Space.

**Section 6. Other Easements.** Developer hereby grants to delivery, pickup and fire protection services, police, health and sanitation, and other public service personnel and vehicles, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Developer, its successors or assigns to service the Community, and to such other persons as the Developer from time to time may designate, the non-exclusive,

perpetual right of ingress and egress over and across the Common Space for the purposes of performing their authorized services and investigation.

Section 7. Encroachments on Lots or Common Space. In the event any portion of any roadway, walkway, parking area, roof drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system, Home or any other improvement as originally constructed by Developer or its designee, successor or assign encroaches on any Lot, Common Space, it shall be deemed that the Owner of such Lot or Common Space has granted a perpetual easement to the Owner of the adjoining Lot or Common Space for continuing maintenance and use of such encroaching roadway, walkway, parking area, roof drainage system, roof, trellis, water line, sewer line, utility line, sprinkler system or other structure originally constructed by the Developer. The foregoing shall also apply to any replacements of any such roadway, walkway, parking area, roof drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system or other structure, if same are constructed in substantial conformance to the original. Other encroachments may hereafter be maintained as provided in a Supplemental Declaration. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

## ARTICLE XII

### PARTY FENCES

Section 1. Definition of Party Fence. Each fence which is built as a part of the original construction of the Homes and placed on the dividing line between two Lots shall constitute a party fence. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to the party fences.

Section 2. Repair. The cost of reasonable repair and maintenance of a party fence shall be shared by the Owners who make use of the fence in proportion to such use.

Section 3. Restoration. If a party fence is destroyed or damaged by fire or other casualty, any Owner who has used the fence may restore it, and if the other Owners thereafter make use of the fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Contribution. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Dispute Resolution. In the event of any dispute arising concerning a party fence under the provisions of this Article, each party shall choose an arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE XIII

### CONVEYANCE OF COMMON SPACE TO ASSOCIATION

At such time that Developer closes title to the first Lot in the Community, Developer shall be obligated to convey title to all of the Common Space located in the Community to the Association, which shall be obligated to accept such conveyance. In the event Developer annexes any of the Undeveloped Parcel into the Declaration, Developer shall convey the Common Space in the annexed portion of the Undeveloped Parcel to the Association prior to the closing of title to the first Lot in said annexed portion of the Undeveloped Parcel. In the event

Developer withdraws any of the Common Space from the effects of this Declaration as permitted by Article VII hereof, the Association will reconvey those Common Spaces withdrawn by Developer.

#### ARTICLE XIV

##### RESTRICTIONS

Section 1. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown or designated on the recorded plat(s). Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements. The Association is hereby granted an easement over each Lot for ingress and egress to any portions of the Lot or the improvements thereon requiring maintenance by the Association.

Section 2. Fences. Fences will be six (6) feet in height and board-on-board style. Any homesite adjacent to the lakes or ponds within the community will be permitted to erect a fence no more than three (3') feet in height, so that the view of the water is not blocked from any other homeowner. Fences may be erected in the rear yard only from the rear dwelling line of the home to the rear property line of the homesite. No fence is to be installed in the side yard of the home. No fence may be painted, but should be preserved with a clear sealer or a wood color stain.

Section 3. Wells and Septic Tanks. Except for wells provided by Developer for irrigation purposes, no individual wells or septic tanks will be permitted on any Lot within this Community. This restriction will be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each Lot on which a completed Home is located in said Community in accordance with the standard requirements as provided for by the State Board of Health Regulations.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any lands within the Community, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5. Temporary Structures and Use. No structure of a temporary character, trailer, basement, shack, garage, shed, barn or other building shall be moved to, erected on, or used on any of the lands within the Community at any time for a residence, workshop, office, storage room, either permanently or temporarily, provided, however, that Developer may place and authorize others to place in the Community construction sheds, trailers or temporary sales offices or sales trailers used to facilitate the construction and sale of Lots and Homes in the Community. No canvas, pipe, or other type of carport shall be placed between the sidewalk and the front building line on any Lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential Lots. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the Homes to be erected in this Community, no gas tank, gas container, or gas cylinder, except those used by portable barbecue grills shall be permitted to be placed on or about the outside of any of the Homes built in this Community or any ancillary building.

Section 6. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Community lands. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any of the Community lands.

Section 7. Pets. Traditional house pets (i.e., dogs or cats, fish and caged birds), may be kept by a Home Owner or his family members, guests, invitees or lessees, however, (a) no animals whatsoever may be kept or maintained for commercial purposes, (b) no livestock or poultry of any kind may be kept on the property, (c) no animals shall be permitted to remain on any portion of the Community which become an unreasonable nuisance or annoyance to other Owners, and (d) any animal kept by an Owner shall be kept subject to any rules and regulations which may be promulgated from time to time by the Board. In no event shall dogs be permitted upon any property in the community other than the Home Owner's property unless under leash. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of any such pet. All owners of pets shall be required and responsible to clean up any excretions of their pets. No more than three (3) cats and/or dogs will be permitted per home.

Section 8. Visibility at Street Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

Section 9. Clotheslines. No clotheslines shall be placed and no clothes drying shall be undertaken or permitted upon the Community, provided, however, the Board may, upon its sole discretion, permit on a revocable basis the location of collapsible, retractable or umbrella type clotheslines or other equipment in the "back yard or patio" of the particular Home whose Owner(s) have made such request.

*Remove / motel  
FL law.*

Section 10. Barbecues. Barbecues may be located or permitted only upon the back patio of a Home; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

Section 11. Parking. No truck or van with more than a three-quarter ton capacity or any truck with other than standard size tires, no commercial vehicles, no house or travel trailer, motor home, camper, boat or boat trailer shall be parked in the Community. The term "commercial vehicle" shall be defined by the Board of Directors in the rules and regulations of the Association. Commercial vehicles in the process of loading or unloading shall not be considered parked so long as they are not kept in the Community overnight.

Section 12. Commercial and Recreational Vehicles. No boat, trailer, camper, golf cart or other type of recreational vehicle and commercial vehicle, including, but not limited to, trucks, pick-up trucks and vans (vans with side windows that are not commercial vehicles are permitted), shall park or be parked at any time on the Lots or Common Space unless it is a commercial vehicle in the process of being loaded or unloaded; provided that no commercial vehicle shall be permitted to park or be parked overnight on the Lots or Common Space unless approved in writing by the Board of Directors of the Association.

Section 13. Standing Cycles or Other Items. No bicycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys, playground equipment, or other such items shall be parked or be permitted to stand for any period of time on any part of the Community lands except in garages, if any, of each Home or on the patio of a Home if said rear yard or patio is completely fenced in or screened by evergreens or landscaping, and except in accordance with the rules and regulations promulgated from time to time by the Board.

*Remove*

Section 14. Antenna and Aerials. No antenna, aerial or satellite dish of any type shall be placed upon a Home or within a Lot unless approved by the Board or Committee.

*Change to  
FL law.*

Section 15. Litter and Garbage Collection. No articles of personal property shall be hung or shaken from the doors or windows of any Home. No Owner shall sweep or throw from his Home any dirt or other materials or litter in any way upon the Community. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Community

except in closed containers in the storage areas, garages, if any, or fenced in patio areas in rear of Home prior to the ultimate disposal in closed bags.

Section 16. Personal Property. No articles of personal property of Owners shall be placed on any portion of the Community lands unless such articles are being used by Owners in accordance with the terms and conditions of this Declaration and any rules and regulations promulgated from time to time by the Board.

Section 17. Removal of Sod and Shrubbery; Additional Planting. No sod, topsoil, trees or shrubbery shall be removed from the Community, no change in the elevation of such areas shall be made and no change in the condition of the soil or the level of the land of such areas shall be made which results in any permanent change in the flow and drainage of surface water which the Board, in its sole discretion, considers detrimental; provided, however, that Owners may place additional plants, shrubs or trees in the rear yard or patio of a Home subject to approval by the Committee.

Section 18. Increases in Insurance Rates. No Owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the Community.

Section 19. Windows, Awnings and Shutters. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a building and no foil, window tinting materials or shielding materials or devises shall be placed upon any windows or sliding glass doors which are part of his Home unless such awnings, canopies, shutters, foil, window tinting materials or shielding materials have been approved by the Board or the Committee appointed by the Board, which approval may be based on the aesthetic appearance of the properties.

Section 20. Utility Additions. No additional utility system, including without limitation, water, sewage, electrical, air conditioning and heating systems lines, ducts, conduits, pipes, wires or fixtures, shall be added to service any Home without the prior written consent thereto by the Board or the Committee, which consent shall not be unreasonably withheld if such addition complies with all applicable ordinances, requirements, and regulations of governmental authorities and such additions cause no damage or impairment or additional costs and the use of aesthetic appearance of the Community or any part or parts thereof are not impaired.

Section 21. Casualties. In the event that a Home or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the Common Space are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.

Section 22. Reconstruction. Any repair, rebuilding or reconstruction account of casualty or other damage to any Common Space or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board or Committee. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Home or any part or parts thereof shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or the new plans and specifications approved by the Board or the Committee, and the Owner of such Home.

Section 23. Rights of Developer. Notwithstanding any provisions in this Declaration to the contrary, including the provisions of this Article XIV, the Developer shall have the right with respect to the development of the Community to construct buildings and other improvements, including landscaping on the Community. The construction of buildings and improvements shall be of such type, nature, design, size, shape, height, materials and location, including

the landscaping, which term shall be defined in its broadest sense as including grass, hedges, vines, trees and the like, as Developer determines in its sole discretion without obtaining consent and approval of the Committee, the Association or its members, provided however, that same complies with the applicable building codes and zoning laws of Orange County, Florida, in force at that time.

Section 24. Disturbances. No owner shall make or permit any disturbing noises on any Lot or in any Home or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a stereo or a radio or a television set or other loud speaker in such Owner's Home between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall disturb or annoy other residents of the Community, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 11:00 p.m. and the following 8:00 a.m.

Section 25. Lake Front Property. As to portions of the Community which have a boundary contiguous to any lake or other body of water within the Community, the following restrictions shall be applicable:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake unless erected in accordance with any and all governmental approvals and permits that may be required.

(b) The Association shall be responsible for the water quality and beds of all private lakes to the boundary set by the Water Management District.

(c) No boat, boat trailer, or vehicular parking or use of the lake slope or shore areas shall be permitted except as designated in the rules and regulations of the Association.

(d) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or on the banks thereof.

(e) The lakefront Lot which abuts the East line of the West 1/2 of the Northwest 1/4 of Section 11, Township 24 South, Range 28 East and the lakefront Lot which abuts the South line of the South 200 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 11, Township 24 South, Range 28 East, Orange County, Florida are restricted to residential use and may not be used for public or general recreation or similar uses.

Section 26. No signs of any kind shall be displayed to the public view on any Lot except\* for one professional sign of the builder or contractor and one professional "For Sale" sign. In any event, no sign shall be larger than two (2) square feet, except in the builder's model center for such period of time as sales are underway.

Signs indicating homes "For Sale" or "For Lease", or "Garage Sale" signs shall not,\* under any circumstances, be placed by homeowners or real estate agents on any part of the Common Area leading into the community. Any signs placed in the common areas at the entranceway can be removed by any board member or the landscape maintenance company at anytime.

Section 27. Approval by Board of Directors. From time to time written requests may be submitted to the Board of Directors which are not specifically mentioned in these Restrictions. These documents cannot specifically itemize every request that a Homeowner may wish to make on the exterior of the Lot; however, each Homeowner must obtain written consent of the Board for any change or alteration made to the exterior of the Lot.

## ARTICLE XV

### INSURANCE

#### Section 1. Purchase, Custody and Payment of Policies.

A. Purchase. Any insurance policies covering the property owned by the Association shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida which has an office or agent located in the vicinity of the Community.

#### Section 2. Coverage.

A. Casualty. Any improvements located on property owned by the Association and all personal property of the Association are to be insured in an amount equal to one hundred (100%) percent of the then current replacement cost, excluding foundation and excavating costs and other items normally excluded from coverage, as determined annually by the Association. Prior to obtaining any casualty insurance or renewal thereof, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement cost of the improvements upon the property owned by the Association and all personal property of the Association, without deduction for depreciation, for the purposes of determining the amount of casualty insurance to be obtained pursuant to this Paragraph. Such coverage shall afford protection against:

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

2. Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including, but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risks" endorsement, where available.

B. Liability. Comprehensive general public liability insurance insuring the Association against loss or damage resulting from accidents or occurrences on or about or in connection with the Common Space, or any work, matters or things related to the Common Space or this Declaration and its exhibits, with such coverage as shall be required by the Association but with a combined single limit liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury, death or property damage, arising out of a single occurrence, and with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.

C. Worker's Compensation as shall be required to meet the requirements of the law.

D. Such Other Insurance as the Association shall determine from time to time to be desirable and as is customarily obtained with respect to improvements similar in construction, location and use to those contained within the Common Space, such as, where applicable, contractual and all-written contract insurance, employer's liability insurance and comprehensive automobile liability insurance.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the owners individually and as a group, (ii) any prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of one or more directors of the Association or by one or more Owners; and shall provide that such policies may not be cancelled or substantially modified (except for increases in coverage for limits of liability) without at least

ten (10) days prior written notice to the Association and to the holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

Section 3. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

A. Common Space. Proceeds on account of damage to Common Space shall be held in as many undivided shares as there are Lots, the share of each Lot being equal.

Section 4. Distribution of Proceeds. Proceeds of the insurance policies received by the Association shall be distributed to, or for the benefit of, the beneficial owners in the following manner:

A. Reconstruction or Repair. The proceeds shall first be paid to pay the cost of repair or reconstruction, as elsewhere provided. Any proceeds remaining after paying such cost shall be distributed to the Association.

B. Inspection of Insurance Policies. A copy of each insurance policy purchased by the Association shall be made available for inspection by any Owner or holder of an Institutional Mortgage at reasonable times.

## ARTICLE XVI

### RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1. Determination to Reconstruct or Repair. If any part of the Common Space is damaged or destroyed by casualty, the damaged property shall be reconstructed or repaired, unless 2/3 of the Owners vote to the contrary.

Section 2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements. Any reconstruction or repair must be in accordance with the ordinances of the controlling governmental authority, and must be approved by the controlling governmental authority or its appropriate review committee where required by such ordinances. Any reconstruction or repair must be in conformance with the requirements of any controlling governmental authority, and where required appropriate permits for same shall be obtained.

Section 3. Responsibility. The responsibility for reconstruction and repair after casualty shall be that of the Association.

Section 4. Estimates of Cost. Immediately after casualty damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors.

Section 5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if any time during or after the reconstruction and repair the funds for the payment of the cost thereof are insufficient, a Special Assessment shall be made against all of the Owners of the Homes equally, in sufficient amounts to provide funds to pay such costs.

Section 6. Construction Funds. The funds for payment for costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Association and funds collected by the Association from Assessments against Home Owners shall be disbursed in payment of such costs the following manner:



A. Association. The Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.

B. Surplus. It shall be presumed that the first moneys disbursed in payment of the costs of the Association the costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of reconstruction and repair for which the fund is established, such balance shall be distributed to the Association.

## ARTICLE XVII

### GENERAL PROVISIONS

Section 1. Execution of Documents Required by the County. The Developer's plan for the development of the Community may require from time to time the execution of certain documents required by the County. To the extent that said documents require the joinder of any or all property owners in the Community, each of said Owners, by virtue of his acceptance of a deed to his Home, does irrevocably give and grant to the Developer, or any of its officers individually, full power of attorney to execute said documents as his agent and in his place and stead.

Section 2. Enforcement. The Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Court costs and reasonable attorneys' fees for a proceeding at law to enforce this Declaration, including any appeal thereof, shall be borne by the Owner(s) against whom the suit has been filed. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Owners of sixty-six and two-thirds (66 2/3%) percent or more of the Lots or by a vote of ninety (90%) percent of a quorum of Owners present in person or by proxy at a duly called regular or special meeting of the members of the Association. Notwithstanding the above, (i) there will be no amendment to the provisions of this Declaration pertaining to the maintenance of Common Space without the prior consent of the County; and (ii) Developer will have the right to amend this Declaration pursuant to Section 1 of Article VI and Article VII without the consent of any Owners and/or Mortgagees. Any Amendment must be recorded.

Any amendment to this Declaration which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original conditions, including the water management portions of the common open space, must have the prior approval of the Water Management District.

Section 5. Developer Amendment Privilege. Notwithstanding anything to the contrary set forth above, the Developer may amend any provision of this Declaration without the approval or joinder of the Owners or the Association, if required to do so by any local, state or federal governmental agency or to comply with the Rules and Regulations of the Federal National Mortgage Association, the Federal Housing Administration, the Veterans Administration or any other similar governmental institutional agency which desires to hold, insure or guaranty a mortgage on all or any part of the Community.

Section 6. Damage or Destruction to Common Space. Each Owner shall be liable to the Association for any damage to the Common Space not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, tenants, guests and invitees, both minor and adult. Notwithstanding the foregoing, the Association reserves the right to charge such Owner a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. The cost of correcting such damage shall be a Special Assessment against the Home and may be collected as provided herein for the collection of Assessments.

Section 7. Water Management District. The Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 8. HUD/VA Approval. Notwithstanding anything to the contrary set forth in this Declaration, so long as there is a Class "B" member, the prior approval of HUD/VA shall be required for (i) annexation of property; (ii) Amendments to this Declaration, except as set forth in Section 5 and Section 6 of this Article XVII; or (iii) dissolution, merger or consolidation of the Association.

Section 9. Applicability to Orange County. Notwithstanding anything in this Declaration to the contrary, any property dedicated to Orange County shall not be subject to this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto executed this Declaration this 6 day of Dec., 1995.

WITNESSES:

SAND LAKE COVE, INC., a Florida corporation

Louise A. Ward  
NAME PRINTED Louise A. Ward

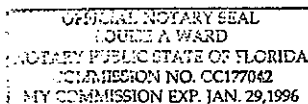
By: Ellsworth G. Gallimore  
ELLSWORTH G. GALLIMORE,  
President

Barbara K. Sowers  
NAME PRINTED Barbara K. Sowers

1051 Winderley Place, Suite 307  
Maitland, Florida 32751

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Declaration was acknowledged before me this 6th day of December, 1995, by ELLSWORTH G. GALLIMORE as President of SAND LAKE COVE, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced N/A as identification.



Louise A. Ward  
Notary Public, State of Florida Louise A. Ward

**LEGAL DESCRIPTION**

**Parcel 1:**

The West 1/2 of the Northwest 1/4 of Section 11, Township 24 South, Range 28 East, Orange County, Florida, less road right-of-way.

**AND**

**Parcel 2:**

The South 200 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 11, Township 24 South, Range 28 East, Orange County, Florida.

**EXHIBIT "A"**