

**THE LAKES
CONSOLIDATED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS**

Amendment notes:

Two-thirds of all directors of the Board of Directors of Lake Down Homeowners Association, Inc., approved the preservation of the "The Lakes Declaration of Covenants and Restrictions" as recorded on February 10, 1982 in O.R. Book 3259, page 392 et. Seq., of the Public Records of Orange County, Florida, as amended of record, which action was taken at a meeting for which a notice, stating the meeting's time and place and containing the Statement of Marketable Title Action described in §712.06(1)(b), Fla. Stat., was mailed or hand delivered to members of the homeowners' association not less than seven (7) days prior to such meeting and which Notice of Preservation was filed in the Public Records of Orange County, Florida, on May 13, 2011 (Doc#: 20110254459).

Article XI was amended by 46 Members, representing 78.0% of the Membership, of the Association, each of which executed a written instrument in recordable form setting forth such amendment, accumulated between November 18, 2017 and January 27, 2018, which Amendments together with a Certificate of Approval was filed in the Public Records of Orange County, Florida, on February 28, 2018 (Doc#: 20180118235).

Article VIII, together with its Section 1(a), 1(b), new section 1(c), 1(d), and 1(e), Article XI, and Article XIII, were amended by 50 Members, representing 84.7% of the Membership, of the Association, each of which executed a Written Consent without a meeting, accumulated between July 17, 2018 and September 15, 2018, which Amendments together with a Certificate of Approval were filed in the Public Records of Orange County, Florida, on October 02, 2018 (Doc#: 20180579772).

Article VI, Sections 1, 2, 3(a), 3(e), and 4, were amended by 50 Members, representing 84.7% of the Membership, of the Association at a duly noticed and called meeting of the Association on November 11, 2023, which Amendments together with a Certificate of Approval was filed in the Public Records of Orange County, Florida, on November 15, 2023 (Doc#: 20230662251).

WHEREAS, RESNEX, INC., hereinafter called "Developer," created a certain subdivision known as The Lakes (the "Subject Property"), as more particularly described in a certain Declaration of Covenants and Restrictions for The Lakes in Official Records Book 3259, page 392 et seq., of the Public Records of Orange County, Florida; and

WHEREAS, the Developer subsequently recorded an amendment to the Declaration of Covenants and Restrictions for The Lakes in Official Records Book 3316, page 76 et seq., of the Public Records of Orange County, Florida; and

WHEREAS, the Members of the Lake Down Homeowners Association, Inc. desire to consolidate and restate the covenants, conditions, easements, and restrictions which govern the Subject Property;

NOW, THEREFORE, said Subject Property is and shall be subject to the following conditions, restrictions, and reservations binding upon every person or corporation who shall hereafter be or become the owner of any of said Subject Property.

**ARTICLE I
DEFINITIONS**

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the LAKE DOWN HOMEOWNERS' ASSOCIATION INC.

(b) "The Properties" shall mean and refer to the Subject Property.

(c) "Common property" shall mean and refer to those areas of land designated (either on the Plat of "The Lakes" or subsequently conveyed to the Association by the Developer with such designation contained in the Deed of Conveyance) to be devoted to the general use and enjoyment of the Owners of the Subject Property.

(d) "Lot" shall mean and refer to any plot of land shown on the recorded Plat of "The Lakes"

which Lot or plat is identified and designated as a numbered Lot, with the exception of Common Property heretofore defined. The word Lot shall also include the Living Unit located thereon when a house has been constructed on the Lot.

(e) "Living Unit" shall mean and refer to any portion of a building or a single family structure situated upon the Subject Property designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, including the Developer, whether one or more persons or entities of the fee simple title to any Lot situated upon the Subject Property, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article II, Section 1.

(h) "Subject Property" or "The Lakes" shall mean and refer to The Lakes Subdivision per the recorded plat in Plat Book 11, Pages 12 through 13, inclusive of the Public Records of Orange County, Florida.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership

(a) Except as set forth herein, every Owner shall be a Member of the Association. No person or entity who holds record title of a fee or undivided fee interest in any Lot merely as a security for the performance of any obligation shall be a Member. A builder who in its normal course of business purchases a Lot for the purpose of constructing a Living Unit thereon for resale shall not become a Member of the Association so long as such builder does not occupy the Living Unit as a residence. Only those persons who purchase a Lot and improvements thereon after completion of construction and the Developer shall be Members. If a builder does occupy the Living Unit, and does pay all the assessments required in Article V, he shall become a Member.

(b) For the purpose of this Article the Developer shall be considered the record Owner of a fee interest in and therefore a Member in regard to all unsold Lots and Living Units either developed or contemplated in the Subject Property.

(c) The Developer shall also have the Voting Rights to all Lots owned by persons or entities not entitled to Membership as herein defined.

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

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such an interest or interests in any Lot, all such persons shall be Members, and 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 such Lot.

Class B. Class B Members shall be the Developer. The Class B Member shall be entitled to four votes for each Lot in which it holds the interest required for membership by Section 1 and for each Lot contemplated to be developed in the Subject Property.

ARTICLE III PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Use of Common Property. Subject to the provisions of Section 3 of this Article, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Property. The Developer may retain the legal title to the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same. The Developer may convey to the Association certain items of the Common Property and retain others. Notwithstanding any provision herein to the contrary, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey all Common Property located within the Subject Property when the Developer has legally conveyed to Owners other than itself one hundred

percent (100%) of the Lots within the Subject Property.

Section 3. Extent of Members' Rights. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Property, and in aid thereof, to mortgage said property; and,

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure; and,

(c) the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment right of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Property; and,

(e) the right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken; and unless an instrument signed by Members entitled to cast in accordance with Article II, two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition.

ARTICLE IV EASEMENTS

Section 1. Owners' Rights and Duties; Utilities. The rights and duties of the Owners with respect to electricity, telephone lines and drainage facilities shall be governed by the following:

(a) Wherever electricity, and telephone lines or drainage facilities are installed within the Subject Property, the Owners of any Lot served by said connections, lines or facilities shall have the right, and there is hereby reserved to the Developer, its successor and assigns, an easement to the full extent necessary therefor, together with the right to grant and transfer the same to the Owners, to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections, lines or facilities, as and when the same may be necessary as set forth below.

(b) Wherever electricity, and telephone lines or drainage facilities are installed within the Subject Property, which connections serve more than one (1) Lot, the Owner of each Lot served by said connection shall be entitled to the full use and enjoyment of such portion of said connections as service his Lot. In the event that an Owner or a public utility company serving such Owner enters upon any Lot in furtherance of the foregoing, it shall be obligated to repair such Lot and restore it to its condition prior to such entry.

Section 2. Construction and Sales. There is hereby reserved to the Developer, its successors and assigns, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots together with the right of the Developer, its successors and assigns, to grant and transfer the same, over the Common Property easements for construction, utility lines, display, maintenance, and exhibit purposes in connection with the erection and sale of Living Units or Lots within the Subject Property; provided however, that such use shall not be for a period beyond the earlier of (i) five (5) years from the conveyance of the first Lot to an Owner; or (ii) the sale of all Lots; and provided further, that no such use by the Developer and others shall otherwise restrict the Members in the reasonable use and enjoyment of the Common Property.

Section 3. Utilities. Easements over the Subject Property for the installation and maintenance of electric and telephone, lines and drainage facilities as shown on the recorded plat of the Subject Property are hereby reserved by the Developer, its successors and assigns, together with the right to grant and transfer the same.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. Provided, however, the Developer shall not be required to pay any assessments for any Lots it owns or for any Lots for which it is considered a Member. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

If the Assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Living Unit and Lot upon which same is erected which shall bind such Living Unit and Lot upon which same is erected in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the Public Records giving notice to all persons that the Association is asserting a lien upon the Living Unit and Lot upon which same is erected.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate of interest then allowed by the laws of the State of Florida, and the Association may bring an action at law against the Owner personally obligated to pay same, or foreclose the lien against the Living Unit and Lot upon which same is erected, and there shall be added to the amount of such assessment, the stated interest, together with the costs of the action, including legal fees, whether or not judicial proceedings are involved, also including legal fees and costs incurred on any appeal of a lower court decision.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Lakes and in particular for the improvement and maintenance of properties, services, and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed, or furnished, which are devoted to the purpose and related to the use and enjoyment of the Common Property and of the homes situated upon the Subject Property, including, but not limited to:

- (a) Payment of operating expenses of the Association;
- (b) Maintenance, improvement and operation of any private rights-of-way for the benefit of the Subject Property;
- (c) Management, maintenance, improvement and beautification of entrance medians, parks, lake, buffer strips, and recreation areas and facilities and all other Common Property, and improvements thereon;
- (d) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the Association;
- (e) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association;
- (f) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Association;
- (g) Repayment of funds and interest thereon, which have been or may be borrowed by the Association for any of the aforesaid purposes;
- (h) Doing any other thing necessary or desirable, in the judgment of the Association, to keep the Subject Property neat and attractive or to preserve or enhance the value of the Subject Property or to eliminate fire, health or safety hazards, or, which in the judgment of the Association,

may be of general benefit to the Owners.

Section 3. Original, Annual and Maximum Assessments.

(a) Original Assessment. The original assessment shall be Two Hundred Fifty Dollars (\$250.00) per Living Unit (to be paid by the Owner at the time of closing on each Living Unit). The Association may use any part or all of said sum for the purposes set forth in Section 2 of this Article. Neither the Developer (when it sells a Lot or Living Unit) nor the builder who purchases a Lot to build a Living Unit thereon shall be required to pay the original assessment.

(b) Annual Assessment. The initial annual assessment shall be Two Hundred Fifty Dollars (\$250.00) per Living Unit, payable semi-annually on April 1 and October 1 of each year. This annual assessment shall be in addition to the above mentioned original assessment and shall be prorated in the year of initial purchase by the Owner. The builder who purchases a Lot to build a Living Unit thereon shall be responsible for the annual assessments during the time the builder holds title to the Lot. Said assessment shall be paid directly to the Association, to be held in accordance with the above provisions. The Association may adjust the annual assessment after the end of each Calendar Year to cover anticipated or experienced increases in the funds expended by the Association.

(1) No adjustment shall be made which increases the annual assessment for any year more than fifteen percent (15%) from the previous annual assessment unless approved by Seventy-Five (75%) percent of the total number of votes authorized to be cast by the membership at a meeting called and noticed in accordance with Section 4 hereof.

(2) No adjustment shall reduce the annual assessment below the initial annual assessment unless approved by Seventy-Five (75%) percent of the total number of votes authorized to be cast by the membership of the Association at a meeting called and noticed in accordance with Section 4 hereof.

(3) The Association shall send a notice to the Owners setting forth any adjustment in the annual assessment and the manner of making such adjustment at least sixty (60) days prior to the payment date of the first installment of the annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Changes in Annual Assessments. In addition to the procedure provided in Section 3 hereof, the Board of Directors of the Association may change the assessments prospectively for any such period.

Section 6. Quorum for any Action Authorized Under Section 4. The quorum required for any action authorized by Section 4 of this Article shall be as follows:

At the first meeting called, as provided in Section 4 of this Article, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4 of this Article, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Certificate of Payment. The Association shall upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Living Unit and Lot upon which same is erected subject to assessment. This subordination shall not relieve such Living Unit and Lot upon which same is erected from liability

for any assessments now or hereafter due and payable.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by any local public authority and devoted to public use; (b) all Common Property as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption; and (d) all property owned by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens, other than Lots owned by the Developer.

Section 10. Municipal Service Tax Units. All of Subject Property shall be included within such Municipal Service Tax Units (hereinafter "MTSU") which the Developer has been required by the Orange County Board of County Commissioners to form to provide funds for one or more of the following purposes: (i) maintenance and operation of streetlights that will be installed on the Subject Property and/or (ii) maintenance of the storm water drainage and retention systems on the Subject Property. Each of the Lots and Living Units within The Lakes are subject to the restrictions and limitations imposed by such MSTU including but not limited to an annual tax for the maintenance of the real and personal property set forth above. Each of the Owners of a Lot or Lots in The Lakes by acceptance of the deed of conveyance agrees to pay such annual assessment and further agrees that such annual assessment shall constitute a lien on the respective Lot or Lots in such a manner as ad valorem taxes assessed under the laws of the State of Florida. Provided however that the Association shall maintain all Common Property maintenance of which is not paid for by the MSTU and under no condition shall the Association assess the Owners, Lots or Living Units for items which are being maintained through funds generated by the MSTU.

ARTICLE VI ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Subject Property, nor shall any exterior addition to or change or alteration be made to any previous improvement on a Lot until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. The Developer shall, upon the recording of this Declaration, immediately form a committee known as the "Architectural Review Board," hereinafter referred to as "ARB," initially consisting of three (3) persons designated by the Developer, including an architect selected by the Developer. The ARB shall maintain this composition until control of the Association has been passed to the Owners other than the Developer. At such time the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board of Directors. Provided, however, that in its selection, the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as the Developer owns any Lots in The Lakes. The Board of Directors shall also be obligated to appoint at least one (1) Owner to the ARB, which Owner shall be elected by the Members as the ARB Director and shall be a member of the Board of Directors. Neither the Association, the Board of Directors of said Association, nor the Members of the Association, shall have the authority to amend or alter the number of members of the ARB which is irrevocably herein set forth to three (3) members, which two (2) additional members may be selected by the Board from the Board of Directors.

Section 2. Planning Criteria. The Developer, in order to give guidelines to Owners concerning construction and maintenance of Living Units, hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria"), for the Subject Property, a copy of which is attached as Exhibit "A." The Developer declares that the Subject Property shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria set forth on Exhibit "A," as amended from time to time by the ARB and approved by the Members.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) to amend, subject to the approval by not less than thirty (30) Members, from time to time

the Planning Criteria, or to waive minor violations of the Planning Criteria, at the discretion of the ARB. Any amendments shall be set forth in writing and be made known to all Members and to any prospective Members of the Association. Any amendment shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) to approve all buildings, fences, walls, pools or other structures which shall be commenced, erected or maintained upon the Subject Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials, and location of the same and shall approve in writing as to the harmony of the external design and location in relation to surrounding structures and topography;

(c) to approve such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc. is not consistent with the planned development of the property.

(d) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision;

(e) to require each Member to submit one (1) set of plans and specifications (which can be submitted by email) to the ARB prior to obtaining a building permit, which set of plans and specifications shall become the property of the ARB. The work contemplated must be performed substantially in accordance with the plans and specifications as approved. All approvals of plans and specifications must be evidenced by the signature of the ARB Director on the plans or specifications furnished or a letter (or email) approving same, which shall be conclusive proof of the approval by the ARB of such plans and/or specifications.

Section 4. Enforcement of Planning Criteria. In addition to the other duties set forth above, the ARB, along with the Developer and/or the Board of Directors of the Association shall have the right to enforce the provisions hereof relating to the Planning Criteria, as amended from time to time. Should any Owner fail to comply with the requirements hereof, or of the Planning Criteria after thirty (30) days written notice, the ARB, the Developer, and/or the Board of Directors of the Association shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. Should the ARB, the Developer, and/or the Board of Directors be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner. The ARB, the Developer and the Board of Directors of the Association, or its agents or employees, shall not be liable to the Owner for any damages or injury to the property or person of the Owner unless caused by negligent action of the ARB, the Developer or the Board of Directors.

ARTICLE VII EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Property, the Association shall have the right to provide exterior maintenance on any vacant Lot or upon any Living Unit, subject, however, to the following provisions. Prior to performing any maintenance on a vacant Lot or Living Unit, the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of The Properties. Prior to commencement of any maintenance work on a Lot, the Association must furnish thirty (30) days prior written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified repairs or maintenance are made within said thirty (30) days period the Association shall make said necessary repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Association shall have the right to enter in or upon any such Lot or to hire personnel to do so to make such necessary repairs or maintenance as are so specified in the above written notice. In this connection the Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed

against the Lot upon which such maintenance is performed and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof; and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner, and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Living Unit for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

ARTICLE VIII RESTRICTIVE COVENANTS

The Subject Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon each and every Owner who shall own or hereafter acquire a Living Unit or Lot or any portion of the Subject Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns, as follows:

Section 1. Land Use.

(a) No Lot (except for Common Property, if any) shall be used except for residential single family purposes. No building shall be erected upon any Lot without the prior approval thereof by the ARB as hereinabove set forth. There shall be only one Living Unit per Lot. No Lot or Living Unit thereon, nor any part thereof, may be used for either transient short-term occupancy or short-term occupancy purposes, whether by rental, lease, license or similar arrangement. The minimum occupancy period shall be not less than one (1) year and the Lot and Living Unit shall be occupied together by a single family, which occupancy may not change more than once in any one (1) year period. For purposes of this Declaration, a "single family" shall mean and refer to either (a) persons related to each other by blood, marriage and adoption, who are living together under one roof as a single household and sharing household chores, income and expenses, or (b) not more than two (2) adults who are not related to each other by blood, marriage and adoption, and who have a pre-existing personal relationship and who are living together under one roof as a single household (including their common or joint single family members, if any) and sharing household chores, income and expenses.

(b) No business, noxious or offensive activity shall be carried on upon the Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. Specifically prohibited is the holding out to the public by means of advertisement or listing with any agency or placement or booking or property management service or online listing of any Lot or Living Unit, or any part thereof as available for transient short-term occupancy or short-term occupancy under any arrangement that provides a valuable consideration to or on behalf of the Lot Owner. For purposes of this Declaration, "transient short-term occupancy" shall mean periods of thirty (30) days or less and "short-term occupancy" shall mean a period of less than one (1) year. Occupancy of a Lot or Living Unit by persons who purport to be "guests" of the single family residents is also prohibited if for any valuable consideration, whether monetary or otherwise, and in the absence of a direct, close and provable familial relationship to the single family residents of the Lot and Living Unit.

(c) Notwithstanding the foregoing, the Board of Directors shall be entitled, upon approval of not less than one-third of the Membership of the Association, to thereafter exercise the right to screen and approve all prospective renters, tenants, lessees, licensees or other occupants prior to taking possession of a Lot and Living Unit, and shall limit the minimum occupancy and further, thereafter the Board may limit the maximum number of times a Lot and Living Unit may be so occupied in a twelve (12) month period in accordance with this Article VIII. In exercising this authority, the Board shall consult with legal counsel to ensure that the power is properly exercised. In the event that the Board exercises this authority, the Lot Owner shall provide all reasonably required documents and information requested by the Board and the Lot Owner and/or the applicant shall be responsible for the actual cost of screening incurred.

(d) No cows, cattle, horses, hogs, poultry or any other animals shall be raised or kept on the Subject Property other than domestic dogs and cats.

(e) No dogs, cats or other permitted pets (as determined from time to time by the ARB) will be allowed to run loose on the Subject Property. All dogs, cats, and other permitted pets must be

kept inside the Living Unit, on a leash, or within a fenced area.

Section 2. Living Unit Quantity and Size. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height (basement shall not be considered as a "story"). Such permitted building may include: a private enclosed garage for not less than two (2) standard sized American automobiles; servants' quarters; a storage room and/or a tool room. Unless approved in advance by the ARB, both as to the use as well as the location and architectural design, no garage, servants' quarters or tool or storage room may be constructed apart from the Living Unit. Any Living Unit shall have a minimum of 2,000 square feet of heated living area, exclusive of open porches or garages with the exception of Lots fronting on Lake Down which shall have a minimum of 2,500 square feet as set forth above.

Section 3. Lake Shore Lots.

(a) On lake shore Lots, no more than twenty percent (20%) of the natural existing littoral grasses on lakeshore trees shall be removed. An intercept berm along the lake shore must be completed on the basis of plans approved by the ARB by the time of completion of the Living Unit.

(b) No Living Unit constructed upon lakefront Lots shall be erected nearer than fifty (50) feet landward from the 101 foot level contour line of Lake Down.

(c) No cows, cattle, horses, hogs, poultry or any other animals shall be raised or kept on the Subject Property other than domestic dogs and cats.

Section 4. Building Location.

(a) No Living Unit shall be located nearer than thirty-five (35) feet from the front Lot line, ten (10) feet from the side Lot line and fifty (50) feet from the rear Lot line.

(b) All Living Units must have a building pad elevation of 104 feet mean sea level or higher.

(c) On any adjoining Lots, the front setback shall vary a minimum of fifteen (15) feet unless an exception is approved by the ARB. Corner Lot side setback shall be a minimum of thirty-five (35) feet.

Section 5. Garages. No carports shall be permitted, and all garages must have inside dimensions of at least twenty-two (22) feet by twenty-two (22) feet. Entrance to all garages must be on the side or rear of the Lot unless otherwise approved by the ARB. Any garage entrance visible from the street in front of any Lot shall be equipped with an aesthetically suitable garage door which shall be shut when not in use. All garages and garage doors shall be operated by an automatic closing device.

Section 6. Water and Sewage Facilities.

(a) All water to be used by and supplied to the individual Living Units shall be supplied by wells which shall be drilled, constructed, installed and maintained on each individual Lot upon which the Living Unit is constructed by the individual Living Unit owner at his, her or their sole cost and expense. The owner of each home site shall be solely responsible for complying with any and all local, state or county regulations or permitting requirements. The Developer shall have no responsibility to furnish any water to the Living Unit or Lot.

(b) It shall be the sole responsibility of each Living Unit owner at his, her or their sole expense, to apply for the permits, to install, construct and maintain a septic tank or tanks on each individual Lot upon which a Living Unit is constructed in conformity with the Laws of the State of Florida and the County of Orange, and the rules and regulations of their administrative agencies and officials, now or hereafter in effect with regard to septic tanks, sewage and disposal, water supply and sanitation.

Section 7. Landscaping. A basic landscaping plan for each Living Unit must be submitted to and approved by the ARB. Sod will be required on all front and side yards to the rear line of the dwelling unit.

Section 8. ARB Authority. The ARB shall have the authority as hereinabove expressed, from time to time to include within its promulgated residential Planning Criteria other restrictions regarding such matters as prohibitions against window air conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters, easements, games and play structures, swimming pools, sight distance at intersection, utility connections and television antennas, driveway construction, and such other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB.

However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions, set forth herein until the ARB modifies, changes, or promulgates new restrictions or the Association modifies or changes restrictions set forth by the ARB.

Section 9. Association Rights. The Association shall have the same rights as set forth in Section 8, immediately proceeding.

ARTICLE IX AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Subject Property which do not lower standards of the covenants and restrictions herein contained, and (c) to release any Lot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE X ADDITIONAL COVENANTS AND RESTRICTIONS

No Lot Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Subject Property.

ARTICLE XI AMENDMENT

Except as to provisions relating to amendments as set forth herein regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The Owners of at least seventy-five percent (75%) of the Lots may change or amend any provision hereof, except as above mentioned, in whole or in part, by taking a vote at a duly called meeting of the members at which a quorum is achieved or by executing a written consent in accordance with applicable law and having a certificate attesting to the proper passage of the amendment executed by the appropriate corporate officers recorded in the Public Records of Orange County, Florida. A proposed amendment may be instituted by the ARB, the Board of Directors, or by petition signed by fifteen percent (15%) of the then Owners of Lots. A written copy of the proposed amendment shall be furnished to each Owner at least fourteen (14) days prior to any designated membership meeting to discuss and/or to vote upon such particular amendment. Said notification shall contain the time and place of said meeting. The certification of adoption of the recorded amendment shall contain a recitation that sufficient notice was given as above set forth if such a meeting was called, or the proper use of written consents, and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitation in such certification of adoption of the recorded amendment.

Any amendment adopted pursuant to the foregoing provision shall apply to every Lot immediately upon adoption, and shall not be subject to deferred application or effectiveness based upon the subject matter of the amendment and/or whether the Owner(s) of the Lot voted against the proposed amendment or failed to vote at all.

Without limiting the generality of the foregoing, it is the intention of the Members of this Association that all amendments related to the rental of Lots and Living Units in The Lakes apply immediately and uniformly upon adoption to all Lots and Living Units without exception, so as to ensure that The Lakes protects important property rights of its Members by remaining a residential environment that is primarily Owner-occupied or occupied by persons with a long-term vested interest in the stability of the neighborhood and its residents, consistent with the original scheme of development, and not in the use of the Lots and Living Units for commercial gain though the use of these properties for transient short-term occupancy or short-term occupancy.

ARTICLE XII

DURATION

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Developer, and their respective legal representatives, heirs, successors and assigns until amended, modified or terminated according to the terms of Article XI hereinabove set forth. These covenants, provisions and restrictions may be terminated in the same manner set forth for amendments in Article XI.

ARTICLE XIII ENFORCEABILITY

Section 1. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, an individual Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The Association shall have all of the rights available to it at law or in equity, including but not limited to the right to levy fines and suspensions in accordance with applicable law for any violation of a covenant, condition, restriction, rule or regulation. Any fine so levied shall be in the minimum amount of \$100 per day for each day of a continuing violation, not to exceed \$2,500. Any unpaid fine may be collected in the same manner set forth herein for the collection of unpaid assessments. Should the Developer, an individual Owner, and/or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against which enforcement is sought. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, any individual Owner, or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when paid, postpaid, to the last known address of the person who appears as Member or Owner on the record of the Association at the time of such mailing.

ARTICLE XIV INITIAL FUNDING OF ASSOCIATION

Section 1. Initial Funding by the Developer. During the initial stages of development of the Properties, the Developer may make cash advances to cover operational expenses for the purposes of promoting the recreation, health, safety and welfare of the Members of the Association. Such cash advances shall be interest free.

Section 2. Repayment of Initial Funding by the Association to the Developer. All cash advances made pursuant to the foregoing Section shall be repaid to the Developer on or before January 1, 1985, and the Association shall take all action necessary to repay such advances by such date including, if necessary, borrowing money or mortgaging the Association's property.

EXHIBIT "A" ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA

1. Building Type and Location. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed 35 feet in height, with a minimum of 2,000 square feet (for interior Lots) and 2,500 square feet for lakefront Lots of

heated living area, exclusive of open porches and garages, a private and closed garage for not less than two nor more than four cars, and storage room or tool room attached to the ground floor of such garage. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the Living Unit, nor can any of the aforementioned structures be constructed prior to the Living Unit. Approval for the location of any Living Unit on a Lot must be obtained from the ARB prior to the laying of a foundation for the Living Unit. In approving such Living Unit location, the ARB will consider a location of a Living Unit on the Lot which disturbs the least number of trees and position the Living Unit on the Lot to its greatest aesthetic authentic advantage.

The exterior color plan for each Living Unit must be submitted to and approved by the ARB prior to commencement of construction, such plan to include the color of the roof, exterior walls, shutters, trim, etc.

2. Roofs. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of a Living Unit. The ARB shall have discretion to approve such roofs on part of the main body of a Living Unit, particularly if modern or contemporary in design. No built up roofs shall be permitted, except on approved flat surfaces.

The composition of all pitched roofs shall be cedar shake shingle, slate or concrete construction, tile or other composition approved by the ARB. All pitched roofs must have at least 6/12 slope, unless otherwise approved by the ARB.

3. Garages. In addition to the requirements stated in paragraph one, all garages must have a minimum width of twenty-two (22) feet for a two car garage; thirty-three (33) feet for a three car garage; or forty-four (44) feet for a four car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage or two (2) sixteen (16) foot doors for a four car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door, if feasible, said service door facing to either the side or the rear of the Lot. The garages facing the side yard shall be screened from view from the street by landscaping. Garage doors on all corner Lots or that face either towards a street or the side of a Lot must be constructed entirely of natural wood. Except for corner Lots, garage doors that face the rear of a Lot must be constructed of natural wood, fiberglass, plastic or press wood material. All garage doors shall be equipped with electric or other self-powered automatic garage door opening devices. No carports will be permitted.

4. Driveway Construction. All Living Units shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of brick, concrete or asphalt. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the ARB.

5. Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight inch struck joint concrete block shall not be permitted on the exterior of any house or detached structure. The ARB shall discourage the use of imitation brick or stone for front or side material and encourage the use of front or side materials such as brick, stone, wood and stucco, or a combination of the foregoing on all elevations.

6. Signs. No sign of any kind shall be displayed to the public view on any Lot unless approved by the ARB, and then only for the purposes of advertising the house and Lot for sale during and after the construction of the house. After the sale of the house by the builder who constructed it, no "for-sale" signs of any kind shall be displayed to the public view on any Lot for whatever purpose, including the resale of the Lot by the then Owner.

7. Game and Play Structures, including Basketball Structures. All fixed game and play structures shall be located at the side or rear of the Living Lot not visible from the street or on the inside portion of the corner Lots within the set back lines. Tree houses or platforms of a like kind of nature shall not be constructed on any part of the Lot located in front of the rear line of the Living Unit.

The following must be followed by all Members as they apply to the installation of basketball equipment or courts:

(a) Location of Structure. The basketball post and basketball backboard must be positioned to center the garage when the garage faces the side of the property on interior Lots. In

cases where the garage faces the street, the post must be located adjacent to the garage and side facing the street, no closer than 30' from the street and 10' from the house.

(b) **Basketball Structure.** The structure must meet the following criteria:

- (1) The backboard must be fiberglass white or clear, fan or square in shape with a size not to exceed 54" in width and 36" in height.
- (2) The top of the backboard cannot exceed 13' in height.
- (3) The basket must be a metal ring 5/8" in thickness.
- (4) The net is to be cord, 120-144 thread, "all weather netting."
- (5) The pole is to be 3-1/2" galvanized steel or black-painted metal using rustproof paint.
- (6) The pole, backboard, rim, and net are to be maintained in good condition; excessive deterioration shall be cause for removal.

(c) **Basketball Structure Installation.** The structure is to be installed in a professional work-like manner with the base cast in concrete.

(d) **Basketball Limitations.** In cases where a basketball court is to be constructed, the slab must be at least 10' from side Lot line, 30' from rear Lot line, and 20' from the Living Unit. Poured concrete slab should be at least 3" thick. The location of the court must be approved by the ARB.

8. **Fences and Walls.** Composition, location and height of fences and walls must be approved by the ARB prior to installation. Except for fences around tennis courts, such fences and walls must be 6 feet or under, and no painted block fences, chain-link fences or walls shall be allowed unless screened from view by mature landscaping. The "finished" side of any such fence or wall improved by construction shall face to the outside of the Lot, so as to be visible as viewed from the property surrounding the Lot upon which same is constructed. Fences on front setback cannot exceed four (4) feet in height. Fences in front setback area and side street setback area cannot exceed four (4) feet in height.

9. **Landscaping.** A basic landscaping plan for each Living Unit must be submitted to and approved by the ARB. Existing trees to be removed should be shown and may not be removed without the prior approval of the ARB. The ARB will require each Living Unit to be landscaped.

(a) Each Living Unit shall have some shade/citrus trees on said Lot, the type to be planted shall be at the discretion of the Owner of the Living Unit.

(b) Large shade trees shall not be planted in locations that would immediately or in the future create a nuisance, seriously shade a pool or screen the view of an adjoining Lot.

(c) The plant material shall not include Ear Tree (*Enterolobium cyclocarpum*), Australian pine (*Casuarina equisetifolia*) or Brazilian Pepper (*Schinus terebinthifolius*).

(d) Irrigation must be provided to the edge of the public right-of-way.

10. **Swimming Pools and Tennis Courts.** Any swimming pool or tennis court to be constructed on any Lot shall be subject to requirements of the ARB, which include, but are not limited to the following:

(a) Composition to be of material thoroughly tested and accepted by the industry for such construction.

(b) The location and construction of any tennis or badminton court must be approved by the ARB.

(c) The outside edge of any pool must be at least four (4) feet inside a line which is the extension of the side wall of the Living Unit.

(d) Screening of pools is discouraged but if allowed by the ARB, no screen of the pool area may stand beyond a line extended and aligned with the side walls of the dwelling unit unless approved by the ARB. No pool screening may be higher than the highest roof line of the Living Unit on which it is appurtenant. Screens must be charcoal color. Materials must be approved by the ARB.

(e) Pool screening may not be visible from the street in front of the dwelling unit.

(f) No overhead electrical wire shall cross the pool. All pool lights other than the underwater lights must be at least four (4) feet from the edge of the pool.

(g) If the backyard surrounding a pool is not fenced, the pool itself must be enclosed by a fence not less than five (5) feet high. Any entrance gate to the backyard or the pool must be constructed with a self-closing latch placed at least forty (40) inches above the ground.

11. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARB shall require to be constructed with each Living Unit. The enclosure shall be located out of sight from the front or side streets. There shall be no burning of trash or any other waste material.

12. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

13. Clotheslines. All clotheslines shall be placed at the rear of and within the area encompassed by a rearward extension of the side lines of said dwelling, and shall be screened from view from adjacent Lots and the street.

14. Removal of Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them in his landscaping plan. No trees can be cut or removed without the approval of the ARB, which approval may be given when such removal is necessary for the construction of landscaping of a Living Unit.

15. Window Air-Conditioning Units. No window air-conditioning units shall be permitted.

16. Sod. Except for the area reserved for the road, the driveway, the walkways, the shrubbery and other garden type plants, all Lots shall be sodded from the back side of the curb of the street that runs in front and/or side of the dwelling unit constructed thereon to the rear line of the dwelling unit.

In addition, all lands forming portions of a public right-of-way between the boundary of a Lot and the pavement installed within the right-of-way shall be sodded by the adjacent and abutting Lot Owner and maintained by him as a portion of his lawn.

17. Commercial Communication Equipment Prohibited. Use of any communication equipment on any Lot or in any Living Unit including, but not limited to, CB radios, antennae, ham radios, etc., for private or commercial purposes of any kind shall be prohibited.

18. Exterior Antennas. No exterior radio, television or electronic antenna or aerial may be erected or maintained on any Lot; provided, however, that the ARB may grant temporary permission to erect and maintain television antennae to the Owners which cannot be served by existing cable television facilities because of the present unavailability of such facilities and which do not have sufficient space between the roof of such Living Unit and the ceiling immediately below such roof, to install an indoor antenna. Such temporary outdoor antenna must be removed at such time as cable television facilities are available to serve such Living Unit.

19. Exterior Light Fixtures. No exterior lighting fixtures shall be installed on any Lot or Living Unit without adequate and proper shielding or fixture. No lighting fixture shall be installed that may be or become an annoyance or a nuisance to the residents of adjacent Living Units.

20. Setback. The Living Unit setback for Lots on Lake Down is 50 feet landward from the 101 foot level contour line of Lake Down. Building pads for all habitable structures within the influence of Lake Down shall be constructed at a minimum elevation of 104 feet. No fill is to be placed lakeward below the 101.0 foot elevation of those areas abutting the lake. Lots adjacent to Lake Down shall be improved so that no more than a maximum of 20% of the shoreline vegetation shall be removed. No shoreline alterations shall be permitted.

21. Vehicles and Repairs. The parking of any unsightly vehicles as determined from time to time by the ARB or commercial vehicles, which description shall include, but not be limited to trucks, truck-tractors, semi-trailers and commercial trailers, including self-propelled or those towed, as well as any mobile homes, at any time on driveways or otherwise on any Lot or on the public streets of the Subject Property, is prohibited except for loading or unloading purposes. Although boats and/or boats and boat trailers may not be parked at any time on driveways or otherwise on any Lot or on the public streets of the Subject Property, they may be stored within the garage or behind a screened wall of a minimum height of six (6) feet, which storage and screen, however, must be located no closer to the front Lot line than a line paralleling the front building wall of the Living Unit. There shall be no repair, except emergency repair, performed on any motor vehicle on or adjacent to any Lot in the Subject Property. It is acknowledged and agreed by all Owners by purchasing said Lot that a violation of any of the provisions of this

paragraph shall impose irreparable harm to the other Owners. Said Owners further agree that a reasonable assessment of such damages would be \$50.00 for each day that such violation occurs after notification by either Developer or a duly elected representative of the Association. Said Owners further agree that until said Association is formed, Developer would be the appropriate party to enforce this paragraph and to whom said damages would accrue, which damages would then be used for the benefit of all Lot owners, with the further agreement that said Association would take over said rights, duties and responsibilities after it is formed.

22. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as heretofore granted by the Developer and at this time a part of the Public Records of Orange County, Florida. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of low or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which are or might be prohibited by the public authority to whom said easement is given. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

23. Air Conditioning Units. No air conditioning units, either central or wall units, shall be placed on the front of any Living Unit or otherwise placed or located so as to be visible to or from any public street. If said unit is placed to the side or rear of any such Living Unit but is still visible to or from any public street, it shall be permissible to so locate said unit if the same is screened with a permanent type of building material and cannot be seen from any street from any angle.

24. Chimneys. Any exposed portion of chimney visible from outside of the Living Unit shall be constructed solely of brick, stone, stucco, wood or other material approved in advance in writing by the ARB.

25. Mailboxes. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the Living Unit.

26. Windows. No steel or aluminum casement windows shall be permitted.

27. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the Lot lines extended. The same sight line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

28. Utility Connections. All house connections for all utilities, including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority.

29. Trade or Business or Obnoxious Activities. No trade or business or obnoxious or offensive activity shall be carried on upon any Lot or Living Unit nor shall anything be done thereon which may become an annoyance to the neighborhood.

30. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for purposes of construction on such Lot and shall not be stored on such Lots for longer than that length of time reasonably necessary for the construction in which same is to be used.

31. Developer will (at its sole discretion) mow and cultivate, the citrus trees on each Lot after

purchase by an Owner and, in consideration therefor, shall retain the ownership of each and every citrus fruit crop growing and to be grown in the future on such Lot and the proceeds of the sale thereof. Upon written notice to the Owner from the Developer or upon commencement of construction of improvements on a Lot, whichever occurs first, the responsibility of the Developer to mow and cultivate citrus trees on such Lot shall terminate; provided that the Developer shall retain the ownership of the unharvested fruit then growing on the trees and the right to the proceeds of sale of such fruit until such fruit is harvested.

32. Invalidation of Individual Criteria. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The Committee's approval or disapproval as required in the above set forth residential Planning Criteria shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.