

Wedgewood Golf Villas Of Tusawilla

Declaration of Covenants & Restrictions

Articles of Incorporation

By Laws

DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS, AND
RESTRICTIONS OF
WEDGEWOOD GOLF VILLAS OF TUSCAWILLA

INDEX

Declaration of Easements, Covenants, Conditions, and Restrictions of

WEDGEWOOD GOLF VILLAS OF TUSCAWILLA

INTRODUCTION	PAGE NO.
Article I Definitions & Construction.....	1
Section 1. Association.....	2
2. Owner.....	2
3. Properties.....	2
4. Common Area.....	3
5. Lot.....	3
6. Developer.....	3
7. Mortgage.....	3
8. FHA.....	3
9. VA.....	3
10. The Work.....	3
11. Recorded.....	4
12. Person.....	4
13. Interpretation.....	4
Article II Property Rights	
Section 1. Owners' Easement of Enjoyment...	4
2. Delegation of Use.....	5
3. Owners other Easements.....	5
4. Easement of Encroachment.....	5
5. Antennas.....	6
6. Use of Units.....	6
7. Use of Common Areas.....	6
8. Prohibition of Damage and Certain Activities.....	6
9. Signs Prohibited.....	7
10. Parking.....	7
11. Animals.....	8
12. Rubbish.....	8
13. Provisions Inoperative as to Initial Construction.....	8
14. Rules and Regulations.....	9
15. Ownership Rights Limited to those Enumerated.....	9
16. Use of Streets.....	10
Article III Membership and Voting Rights	
Section 1. Membership.....	10
2. Voting.....	11
a) Class A.....	11
b) Class B.....	11
3. Amplification.....	12

Article IV	Rights and Obligations of the Association	
Section 1.	The Common Area.....	12
2.	Private Streets and Roadways....	12
3.	Street Lighting.....	13
4.	Sidewalks.....	13
5.	Exterior Maintenance.....	13-14-15
6.	Rights of Entry.....	15
7.	Services for Association.....	16
8.	Services for Owners.....	16
9.	Personal Property for Common Use.....	16
10.	Rules and Regulations.....	17
11.	Implied Rights.....	17
12.	Restriction on Captial Improvements.....	17
Article V	Covenant for Assessments	
Section 1.	Creation of a Lien and Personal Obligation of Assessments.....	17
2.	Purpose of Assessments.....	18
3.	Maximum Annual Assessment.....	18
4.	Special Assessment for Capital Improvements.....	19
5.	Notice of Meetings.....	19
6.	Uniform rate of Assessment.....	20
7.	Developer's Assessment.....	20
8.	Date of Commencement of Annual Assessments.....	21
9.	Lien for Assessments.....	22
10.	Effect of Nonpayment of Assess- ments: Remedies of the Associa- tion.....	23
11.	Foreclosure.....	23
12.	Homesteads.....	24
13.	Subordination of the Lien to Mortgages.....	24
Article VI	Architectural Control	
Section 1.	Architectural Control Committee..	25
2.	Committee Authority.....	25
3.	Committee Approval.....	26
4.	Procedure.....	27
5.	Standards.....	28
6.	Developer Consent.....	28
7.	Governmental Approval.....	28
Article VII	Stage Developments and Annexation	
Section 1.	Annexation without Association Approval.....	29
2.	When Association Approval Required.....	29
3.	Other Annexations.....	30
Article VIII	General Provisions	
Section 1.	Enforcement.....	30
2.	Severability.....	31
3.	Amendment.....	31
4.	FHA/VA Approval.....	32
5.	Effect of Recording.....	32
6.	Dedications.....	32
7.	Not a Condominium.....	32

080642

DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS, AND
RESTRICTIONS OF
WEDGEWOOD GOLF VILLAS OF TUSCAWILLA

OCT 27 11 28 AM '77

RECORDED
IN BOOK 42000
PAGE 100
SEMINOLE COUNTY
FLORIDA

11430184
BOOK PAGE
SEMINOLE COUNTY
FLORIDA

THIS DECLARATION, made this 26th day of
October 1977, by J. S. I. DEVELOPERS, INC.,
Florida, corporation, hereinafter called "Developer,"

W I T N E S S E T H :

WHEREAS, Developer is the sole owner of that
certain parcel of real property situated in Seminole County,
Florida, described in Exhibit "A" attached hereto and incorporated
herein by reference; and

WHEREAS, Developer desires to impose a common plan
of development on said real property for the purpose of
protecting the value and desirability thereof, and for the
purpose of enhancing the marketability thereof;

NOW, THEREFORE, Developer hereby declares that all
of the real property described in Exhibit "A" attached
hereto and incorporated herein by reference shall be held,
sold, and conveyed subject to the following easements,
conditions, covenants, and restrictions, which are for the
purpose of protecting the value and desirability of, and
which shall run with, said real property and be binding upon
all parties having any right, title, or interest therein, or
any part thereof, their respective heirs, successors, and
assigns; and which shall inure to the benefit of the Association
and each Owner thereof, as said terms are hereinafter more
particularly defined.

RETURN TO DOLAN TITLE

It is further Developer's intent that all of the real property subject to this Declaration shall be held, sold, and conveyed subject to the easements, conditions, covenants, and restrictions set forth in the Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding upon all parties having any right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns; and which shall inure to the benefit of the Association and each Owner thereof, as said terms are more particularly defined in the restated Declaration.

All references to the "Declaration" or the "Declaration of Easements, Covenants, Conditions, and Restrictions of WEDGEWOOD GOLF VILLAS OF TUSCAWILLA" now or hereafter made in other instruments of Public Record in Seminole County, Florida, or in the Articles of Incorporation, By-Laws, and other corporate documents and papers of WEDGEWOOD GOLF VILLAS OF TUSCAWILLA HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, shall mean and refer to this Declaration as herein set forth.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1. "Association" means Wedgewood Golf Villas of Tusawilla Homeowners' Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 2. "Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the Properties, including contract sellers, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

Section 3. "Properties" means that certain parcel of real property described in Exhibit "A" attached hereto

34

and incorporated herein by reference, together with such additions thereto as may hereafter be annexed by amendment to this Declaration.

Section 4. "Common Area" means all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit "B" attached hereto and incorporated herein by reference.

Section 5. "Lot" means any plot of land shown upon any recorded subdivision map or plat of the Properties, together with all improvements thereon, with the exception of the Common Area.

Section 6. "Developer" means J. S. I. Developers, Inc., a Florida corporation, and such of its successors and assigns as shall acquire an interest in more than one undeveloped lot from J. S. I. Developers, Inc. for the purpose of development.

Section 7. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot, or any portion thereof, as security for performance of an obligation.

Section 8. "Mortgagee" means any person named as the Oblige under any Mortgage, as hereinabove defined, or any successor in interest to such person under such Mortgage.

Section 9. "FHA" means The Federal Housing Administration.

Section 10. "VA" means The Veterans Administration.

Section 11. "The Work" means the initial development of the Properties as a residential community by the construction and installation thereon of streets, buildings, and other improvements by Developer.

Section 12. "Recorded" means filed for record in the public records of Seminole County, Florida.

Section 13. "Person" means any natural person or artificial legal entity.

Section 14. "Interpretation." Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development and preservation thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment.

Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to make regular and special assessments and other fees for the construction, beautification, and maintenance of the Common Area.

(b) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any

public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities thereon to the members of his family, his tenants, or contract purchasers, provided the foregoing actually reside upon such Owner's Lot.

Section 3. Owners' Other Easements. Each Owner shall have an easement for pedestrian and vehicular ingress and egress over, upon, and across the Common Area for access to his Lot and shall have the right to lateral and subjacent support of his Lot. Such easements of ingress and egress shall be non-exclusive as to all streets and roads situated on the Properties but shall be exclusive as to any driveway, or portion thereof, providing access to a particular Lot and situated on the Common Area. Each Owner additionally shall have an exclusive right of use in respect to any portion of the Common Area abutting such Owner's Lot and constituting an enclosed or semi-enclosed patio constructed by Developer as part of the Work for the benefit of such Lot. There shall be reciprocal appurtenant easements for the maintenance, repair, and reconstruction of any Common Area, as hereinafter more particularly provided. All such rights and easements granted by this Declaration shall be appurtenant to, and pass with, the title to each Lot.

Section 4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto, or as between adjacent Lots, or both, for the unwillful placement, settling, or shifting of the

improvements constructed, reconstructed, or altered thereon (in accordance with the terms hereof), to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point, provided, however, that in no event shall an easement for encroachment exist if such encroachment is caused by willful misconduct on the part of an owner, Tenant, or the Association.

Section 5. Antennas: No television, radio or other masts, towers, poles, antennas, aerials, wires, or appurtenances thereto, shall be erected, constructed, or maintained on any Lot in such a manner as to be visible from the exterior of such Lot, without the express prior written approval of the Architectural Control Committee of the Association which approval may be withheld for any reason whatsoever in the sole discretion of such committee.

*
SEE
AMEND. for
4
ADDITION
Pg. 70

* Section 6. Use of Units: Each Lot shall be used for single-family residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Lot for single-family residential purposes shall not be construed as a violation of this covenant.

Section 7. Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

* Section 8. Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Lot or in the Common Area or any part thereof to increase the rate of

insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Lot or in the Common Area, or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Properties and buildings shall be committed by any Owner or any Tenant or invitee of any Owner; and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by him or his Tenants or invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be permitted on any Lot or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Properties.

Section 9. Signs Prohibited. No sign of any kind shall be displayed to the public view on any Lot or the Common Area without the prior written consent of the Association, except customary name and address signs and a lawn sign of not more than five square feet in size advertising the property for sale or rent, provided the same are in accordance with rules and regulations adopted by the Association. All signs must comply with the ordinances or city code of the City of Winter Springs, Florida, where applicable.

* Section 10. Parking. No Owner shall park, store, keep, repair, or restore any vehicle, boat, or trailer anywhere upon the Properties, except within the garaged area of each Lot and concealed from view; provided, however, that one passenger automobile, motorcycle, boat or boat trailer or truck of 1/2 ton capacity or less may be parked on the

driveway area appurtenant to each Lot. Use of all guest parking areas on the common area, if any, shall be subject to such rules and regulations as may from time to time be adopted by the Association.

Section 11. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or the Common Area, except that dogs, cats, and other customary household pets may be kept on Lots subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. The Association may prohibit the keeping of any pet anywhere upon the Properties which the Association reasonably determines may constitute a threat to the safety or health of persons lawfully upon the Properties. All owners at all times shall comply with all rules, regulations, City codes, ordinances, statutes, and laws adopted, promulgated, or enforced by any governmental authority or public agency having jurisdiction of the Properties and relating to animals.

Section 12. Rubbish. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot or Common Area except inside the improvements on each Lot or in sanitary containers concealed from view, and in accordance with rules and regulations adopted by the Association, and in accordance with all codes, ordinances, rules, regulations, and laws of governmental authorities having jurisdiction thereof.

Section 13. Provisions Inoperative As to Initial Construction. Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, its transferees, or its or their contractors, or subcontractors, from doing or performing on all or any part of the Properties owned or controlled by Developer, or its transferees, whatever they determine to be reasonably necessary or advisable in connection with the completion of the work as long as same

is in compliance with all codes, ordinances, rules, regulations, and laws of governmental agencies having jurisdiction thereof, including, without limitation:

- (a) erecting, constructing, and maintaining thereon such structures as may be reasonably necessary for the conduct of Developer's business of completing the Work and establishing the Properties as a residential community and disposing of the same parcels by sale, lease, or otherwise; or
- (b) conducting thereon its or their business of completing the Work and establishing the Properties as a residential community and disposing of the properties in parcels by sale, lease, or otherwise; or
- (c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the Properties in parcels.

As used in this Section and its subparagraphs, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

Section 14. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Lots and the Common Area, as the same are from time to time adopted by the Association. The prohibitions and restrictions contained in this Article shall be self-executing without implementation by rules and regulations; but the foregoing shall not be construed as an implied prohibition against the Association's extending the scope of such prohibitions and restrictions by from time to time adopting rules and regulations consistent with this Declaration.

Section 15. Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot shall pass to the Owner thereof any rights in and to the Common Area

except as are expressly enumerated in this declaration. In the event any Lot is shown or described as bounded by any stream, pond, or any other body of water situated in whole or in part upon the Common Area, all riparian rights therein shall be appurtenant to the Common Area and no attempted grant thereof to an Owner shall be effective as to the Association or the other Owners. In the event any Lot is shown or described as abutting a street, utility easement, or other area dedicated to public use, the underlying fee simple title to such area, if any, shall not pass as an appurtenance to such Lot, but shall be construed as part of the Common Area and pass as an appurtenance to the Common Area. No provision in any Deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title, and interest in and to the Common Area except as expressly provided, but that such monument shall be a part of the Common Area and all rights therein shall inure to the benefit of the Association and all Owners.

Section 16. Use of Streets. The conveyance by Developer to the Association of any portion of the Common Area shall assign to the Association all right, if any, reserved to Developer with respect to such portion of the Common Area by any recorded subdivision plat of the Properties to restrict or to deny, or both, ingress and egress to any person over, across, and through the Common Area, regardless of whether such assignment shall be expressed in the deed of conveyance; provided, however, the Association shall not exercise such right, if any, in such a manner as to interfere with Developer's completion of the Work.

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. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

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

- (a) Class A. Class A members shall be all Owners and shall be entitled to one (1) vote for each Lot owned: provided, however, so long as there is Class B membership, Developer shall not be a Class A member. 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 (1) vote be cast with respect to any Lot. There shall be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.
- (b) Class B. The Class B member(s) shall be the Developer and shall be entitled to three (3)

votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or

(ii) On March 1, 1984.

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws of the Association; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, substantial, attractive, and sanitary condition, order, and repair. The Association's duties shall extend to, and include, all streets upon, over and through the Common Area.

Section 2. Private Streets and Roadways. The Association shall be responsible for the exclusive management, control and maintenance of all streets and private roadways and improvements thereon, if any, constructed, or to be constructed, by the

Developer on lands submitted to and under this Declaration, and shall keep same in good, clean, substantial, attractive and sanitary condition, order and repair.

Section 3. Street Lighting. The Association shall be responsible for the exclusive management, control and maintenance of all street lighting constructed, or to be constructed by the Developer. The Association shall also pay to costs of operation of such street lighting. Nothing herein contained shall require the Association to pay for any interior or exterior lighting or lighting fixtures of Lot Owners.

Section 4. Sidewalks. The Association shall be responsible for the exclusive management, control and maintenance of any and all sidewalks, if any, installed within the Common Area or within the lands submitted to and under this Declaration and of the sidewalks, installed or to be installed, by the Developer on Northern Way and Winter Springs Boulevard.

Section 5. Exterior Maintenance. In addition to maintenance of the Common Area, the Association's duty of exterior maintenance which is subject to assessment hereunder, shall extend to, and include, mowing of any lawn area on any Lot and maintenance and replacement of any landscaping upon any Lot installed by Developer as part of the Work, and replacements thereof. The Association shall maintain, but shall not be required to replace, any driveway installed by Developer as part of the Work, and replacements thereof. The Association's duty of exterior maintenance shall not extend to, nor include, any of the following:

- (a) Paint, repair, replace, and
- care for roofs, gutters, downspouts,
- exterior building surfaces, and

walks installed by Developer as part of the Work.

(b) Maintenance, repair, or replacement of glass surfaces or screening;

(c) Replacement of exterior doors, including garage doors, and patio gates;

(d) Maintenance or replacements of any trees, shrubs, or landscaped areas installed or created by any Owner in addition to, or in replacement of, the landscaped areas installed by Developer, as part of the Work;

(e) Maintenance, repair, or replacement of any exterior lighting fixtures, mail boxes, or other similar attachments;

(f) Maintenance, repair, or replacement required because of the occurrence of any fire, wind, vandalism, or other casualty;

(g) Maintenance or replacement of any trees, shrubs, or landscaped area within any enclosed patio or courtyard area on any Lot;

(h) Replacement of driveway.

Maintenance, repair, or replacement, as the case may be, of any of the foregoing excluded items shall be the responsibility of each Owner. Should any Owner neglect or fail to maintain,

repair, or replace, as the case may be, any of the foregoing excluded items, then the Association, after approval by a two-thirds vote of its Board of Directors, may maintain, repair, or replace the same, as the case may be, at such Owner's expense; and the cost thereof shall be added to and become a part of the assessment against such Owner's Lot. If the need for any maintenance, repair, or replacement, as the case may be, pursuant to this section is caused by the willful or negligent act of any Owner, or any member of any Owner's family or household, or any tenant's family or household, then the cost thereof shall be added to and become a part of the assessment against such Owner's Lot. The Association additionally shall be subrogated to the rights of such Owner with respect to damage caused by any invitee, tenant, or member of such Tenant's family or household.

Section 6. Right of Entry. The Association, through its employees, contractors, and agents, is hereby granted a right of entry into and upon each Lot to the extent reasonably necessary to discharge the Association's duties of exterior maintenance and for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration, including, without limitation, the discharge of any duty of maintenance or replacement, or both, imposed upon any Owner. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of the Owner or occupant thereof except when such entry is reasonably necessary for the immediate preservation or protection, or both, of the health or safety, or both, of any person lawfully upon the Properties or of any such person's property. An Owner shall not arbitrarily withhold

consent to such entry for the purpose of discharging any duty or exercising any right granted by the foregoing sections of this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 7. Services for Association. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any persons or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration.

Section 8. Services for Owners. The Association may contract, or otherwise arrange, with any person or entity to furnish water, trash collection, sewer services, maintenance, replacement, and other common services to all Lots. Any Owner additionally may voluntarily contract with the Association for the Association to perform, or cause performance of, any service benefiting such Owner's Lot at the cost and expense of such Owner. All sums due to the Association pursuant to such contract shall be added to and become an assessment against such Owner's Lot. Notwithstanding the foregoing, the Association may not contract with any Owner to provide any service at such Owner's expense which it is the duty of the Association to provide at its own expense under any provision of this Declaration.

Section 9. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or

otherwise, subject to such restrictions as may from time to time be provided in the Association's By-Laws.

Section 10. Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 11. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles of Incorporation, or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

Section 12. Restriction on Capital Improvements. Except for replacement or repair of those items installed by Developer as part of the Work, and except for personal property related to the maintenance of the Common Area, the Association may not authorize capital improvements to the Common Area without Developer's consent during a period of five (5) years from the date of this Declaration. At all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by Developer as part of the Work and except for personal property related to the maintenance of the Common Area, shall require the approval of two-third (2/3) of the Owners.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each

Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided; and (3) special assessments against any particular Lot which are established pursuant to the terms of this Declaration; and (4) all excise taxes, if any, which may be imposed on all or any portion of the foregoing by law. All such assessments, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties; for the improvement and maintenance of the Common Area, for payment of all taxes assessed to the Association, if any, in respect to the Common Area, or the improvements or personal property thereon, or both; and for the Association's general activities and operations in promoting the health, safety, and welfare of the residents in the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum

annual assessment shall be \$240.00 per Lot (\$20.00 per Lot per month).

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased each year by not more than twenty per cent (20%) of the prior year's annual assessment, except as provided in subsection (b) hereafter.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by more than the twenty per cent (20%) of the prior year's annual assessment, as hereinabove provided, by a vote of two-thirds of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the amount set forth herein.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or the Properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose and, during the first five (5) years from the date hereof, the same shall require the approval of Developer.

Section 5. Notice of Meetings. Written notice of

any meeting called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the same as the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both special assessments for capital improvements, and annual assessments, shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis; provided, however, the foregoing requirement of uniformity shall not prevent special assessments against any particular lot which are established pursuant to the terms of this Declaration.

Section 7. Developer's Assessment. Notwithstanding the foregoing requirement of uniformity or any other provision of this Declaration, or the Association's Articles of Incorporation or By-Laws, to the contrary, the annual assessment against any Lot in which Developer owns any interest and is offered for sale by Developer shall, as long as there is Class "B" membership in the Association, be fixed by the Board of Directors annually in an amount not less than twenty-five percent (25%) nor more than one hundred percent (100%) of the amount hereinabove established against Lots owned by the Class "A" members of the Association. Upon termination of the Class "B" membership in the Association, as hereinabove provided, the annual assessment against any Lot in which Developer owns any interest and is offered for sale by Developer shall be twenty-five percent (25%) of

the amount hereinabove established against Lots owned by Class "A" members of the Association, other than Developer. Upon transfer of title of a Developer-owned Lot, such Lot shall be assessed in the amount established against Lots owned by the Class "A" members of the Association, prorated as of, and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, those Lots from which Developer derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as is hereinabove established for Lots owned by Class "A" members of the Association, prorated as of, and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be. Under this Declaration the Developer shall only be assessed on improved Lots which it holds for sale and/or rental, which shall mean Lots on which completed dwellings have been constructed, certificates of occupancy issued, and which are offered for sale and/or rental by the Developer.

Section 8. Date of Commencement of Annual Assessments.

The annual assessments provided for herein shall commence as to all Lots within that portion of the Properties described in Exhibit "A" attached hereto on the first day of the month following the recording of the conveyance to the Association by Developer of the Common Area described in Exhibit "B" attached hereto. The annual assessments within any addition to the Properties created by annexation, as hereinafter provided, shall commence as to all Lots included within each such annexation on the first day of the month following the conveyance of the Common Area included within that annexation to the Association. The first annual assessment against any Lot shall be prorated according to

the number of months then remaining in the calendar year. Both annual and special assessments may be collected on a monthly basis, in the discretion of the Board of Directors of the Association, which shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish to any interested party a certificate signed by an officer of the Association setting forth whether the assessments against a specific Lot have been paid and, if not, the amount of the delinquency thereof. The Board of Directors of the Association shall establish the due date of all assessments contemplated by this Declaration.

Section 9. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be subject and inferior to the lien for all sums secured by a first mortgage encumbering such Lot. Except for liens for all sums secured by a first mortgage, all other lienors acquiring liens on any lot after the recordation of this Declaration in the Public Records of Seminole County, Florida, shall be deemed to consent that such liens shall be inferior to liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The recordation of this Declaration in the Public Records of Seminole County, Florida, shall constitute constructive notice to all subsequent purchasers and creditors. or either, of the existence of the lien hereby created in favor of the Association and the priority thereof and shall place upon each such purchaser or creditor, other than a first mortgagee, the duty of inquiring of the Association as to the status of assessments against any Lot within the Properties.

Section 10. Effect of Nonpayment of Assessments:
Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same and the Association shall be entitled to collect all costs, expenses, and reasonable attorneys' fees involved whether suit be brought or not and whether the action is for money judgment or foreclosure of lien.

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof for the purposes of resale only. In the event the foreclosure sale results in a

deficiency, the Court ordering the same may, in its discretion, enter a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of Mortgages in the State of Florida.

Section 12. Homesteads. By acceptance of a Deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Lot.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any such first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any encumbrancer of a Lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such encumbrancer a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such encumbrancer first shall have furnished to the Association written notice of the existence of the encumbrance, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this section shall be given to the encumbrancer. Any encumbrancer holding a lien on a Lot may pay, but shall not be

required to pay, any amounts secured by the lien created by subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Directors of the Association shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or persons appointed by the Board of Directors, or in the Board's discretion, the Board may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable coompensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Properties in the manner hereinafter provided.

Section 2. Committee Authority. The Committee shall have full authority to regulate the use and appearance of the exterior of the Properties to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the p roperties as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Properties as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend, and revise rules and regulations in connnection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions

of this Declaration and, in the event the Board of Directors of this Association has not constituted itself as the Committee, such rules and regulations shall be approved by the Board of Directors prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board of Directors, unless such enforcement authority is delegated to the Committee by resolution of the Board of Directors.

Section 3. Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction, replacements, or attachments of any nature whatsoever shall be made to the exterior of any Lot, including that portion of any Lot not actually occupied by the Improvements thereon, except such as are identical to those installed, improved, or made by Developer in connection with the Work, until the plans and specifications showing the nature, kind, shape, heights, materials, locations, color and approximate cost of the same shall have been submitted to, and approved by, the Architectural Control Committee in writing and any and all governmental authorities having jurisdiction thereof. The Committee's approval shall not be required of any changes or alterations within a completely enclosed courtyard area, provided the same are not visible from the Common Area or visually objectionable to any adjoining Lot, it being expressly intended that any landscaping within an enclosed courtyard area which is capable of attaining a height in excess of any courtyard fence installed by Developer shall be subject to Committee approval. No Owner shall undertake any exterior maintenance of his Lot which is the duty of the Association, as hereinabove provided, without the prior approval of the Committee. No replacement shall be made by any Owner without the Committee's prior approval, unless the replacement is identical to that utilized by Developer in connection with the Work. Nothing shall be kept, placed, stored, or maintained upon the exterior of any Lot, including any portion of any

Lot not enclosed by the improvements thereon, or upon the Common Area, without the Committee's prior approval. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove of an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Architectural Control Committee, suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of the prohibitions contained in this section may be instituted at any time, and the Association or any Owner may resort immediately to any other lawful remedy for such violation.

Section 4. Procedure. The Committee may, from time to time, adopt, promulgate, rescind, amend, and revise rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board of Directors of the Association does not constitute itself the Architectural Control Committee, then the Board of Directors, in its discretion, may provide by resolution for appeal of decisions of the Architectural Control Committee to the Board of Directors, subject to such limitations and procedures as the Board deems advisable. The Board of Directors of the Association, or the Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Architectural Control Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable. The Committee's procedures at all times shall afford the Owner whose lot is affected by Committee action

reasonable notice of all Committee proceedings and a reasonable opportunity for such Owner to be heard personally and through representatives of his choosing.

Section 5. Standards. No approval shall be given by the Association's Board of Directors or Architectural Control Committee pursuant to the provisions of this Article unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Properties; and (b) shall protect and conserve the value and desirability of the Properties as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Properties as a residential community. The Committee may deny any application upon the ground that the proposed alteration will create an undue burden of maintenance upon the Association. The Committee may condition the approval of any application upon the Owner's providing reasonable security that the contemplated work will be completed substantially in accordance with the plans and specifications therefor submitted to the Committee.

Section 6. Developer Consent. So long as Developer is a Class "B" member of the Association, any and all actions of the Architectural Control Committee shall have the written approval of Developer unless such approval is waived in writing by Developer's authorized representative.

Section 7. Governmental Approval. Nothing herein contained shall be deemed to excuse or waive the obligation of the Lot Owner to comply with all codes, ordinances, rules, regulations and laws, where applicable, of governmental authorities having jurisdiction thereof.

ARTICLE VII

STAGE DEVELOPMENTS AND ANNEXATION

Section 1. Annexation without Association Approval.

At any time prior to March 1, 1984, the additional lands described in Exhibit "C" attached hereto may be annexed, in whole or in part, by Developer and made subject to the governing provisions of this Declaration without the consent of the Class "A" members of the Association provided that, if an application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn, the FHA and VA determine that the annexation is in accord with the general plan for the properties heretofore approved by them. The Properties, buildings, and Owners situated upon all or any portion of the lands described in Exhibit "C" attached hereto shall become subject to the provisions of this Declaration upon recording of an appropriate amendment hereto executed by Developer without the consent of Owners. Until such an amendment is so recorded, no provisions of this Declaration shall be effective as to all or any portion of the lands described in Exhibit "C", nor shall this Declaration constitute a cloud, doubt, suspicion, or encumbrance on the title to said lands.

Section 2. When Association Approval Required. If

an application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn, and the FHA or VA determine that Developer's detailed plan for the annexed property is not in accordance with the general plan on file with such agency, the annexation of all or any portion of the lands described in Exhibit "C" attached hereto shall be approved by FHA and VA and additionally must have the assent of two-thirds (2/3) of the Class "A" members of the Association who are present and voting in person or by proxy at a meeting duly called for such purpose, written notice of which is to be sent to all members not less than sixty

(60)days nor more than ninety (90) days in advance of such meeting, setting forth the purpose thereof. At this meeting, the presence of members or proxies entitled to cast a majority of all the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called subject to the notice requirement hereinabove set forth; and the required quorum at any such subsequent meeting shall be members or proxies entitled to cast a majority of the votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Developer retains the right to apply or not to apply, or to withdraw application, for either FHA mortgage insurance or VA mortgage guarantees at any time hereafter. Any annexation approved by the Class "A" members pursuant to the provisions of this Section shall be approved by the FHA or VA, or both, prior to the same becoming effective if an application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn.

Section 3. Other Annexations. Annexation of any lands other than those described in Exhibit "C" attached hereto, or annexations of any of the lands within said Exhibit "C" occurring after March 1, 1984, must have the approval of the Association, and the FHA and VA, if applicable, and the procedures set forth in Section 2 of this Article shall apply to such annexations. The same shall become effective upon recording of an appropriate amendment to this Declaration, executed by the Association and the Owners of all interests in the lands annexed.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at

law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration; and the party enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorneys' fees. In the event the Association enforces the provisions hereof against any Owner, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as a special assessment pursuant to the provisions hereof. 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 at any time. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors of the Association.

Section 2. 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 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an

instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration if application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn:

- (1) Dedication of Common Area,
- (2) Amendment of this Declaration, and
- (3) Annexation of additional Properties.

Section 5. Effect of Recording. Any Lot situated within the real property described in Exhibit "A" attached hereto shall be deemed to be "subject to assessment," as such term is used in this Declaration, or in the Association's Articles of Incorporation or By-Laws, upon recording of this Declaration; and any Lot annexed pursuant to the provisions hereof shall be deemed "subject to assessment" upon recording of the Amendment to this Declaration annexing the same.

Section 6. Dedications. Subject to the requirements of Article II, Section 1, of this Declaration, and of Section 4 of this Article, the Association may dedicate all streets and roads on the Common Area to public use and, upon acceptance of such dedication by the public agency having jurisdiction of the same, the terms and provisions of this Declaration shall not apply to the areas so dedicated to the extent that the provisions of this Declaration are inconsistent with such dedication.

Section 7. Not a Condominium. It is specifically declared to be Developer's intent and each Lot Owner acquiring title to any Lot within Wedgewood Golf Villas of Tusawilla does hereby expressly covenant and agree that Wedgewood Golf Villas of Tusawilla shall not be a condominium as defined under Florida Statutes, Ch.718 et. seq., and that nothing herein contained shall be deemed to require compliance with the Condominium Law of the State of Florida.

65

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed the day and year first above written.

SIGNATURE WITNESS BY:

J.S.I. DEVELOPERS, INC.

Donna Caye Butler

By:

Joseph J. Hankatty
President

John T. Brown

Attest:

Raymond J. Dwyer
Secretary
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF ORANGE

11430216

PAGE
800
SEMINOLE COUNTY
FLORIDA

The foregoing instrument was acknowledged before

me this 26th day of October, 1977, by

JOSEPH J. HANKATTY and RAYMOND J. DWYER, re-
spectively President and Treasurer Secretary/of

J.S.I. DEVELOPERS, INC., a Florida corporation, on behalf of the corporation.



John T. Brown
Notary Public, State of Florida at Large

My Commission Expires: 12/13/77

This instrument was prepared by:
Alex Hofrichter
Carey, Dwyer, Cole, Selwood & Bernard P.A.
2180 S.W. 12th Avenue
Miami, Florida 33145

EXHIBITS TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS,
AND RESTRICTIONS OF WEDGEWOOD GOLF VILLAS OF TUSCAWILLA

EXHIBIT "C"

WEDGEWOOD GOLF VILLAS OF TUSCAWILLA, UNIT 2, according
to the Plat thereof, recorded in Plat Book 1143, Page
220, of the Public Records of Seminole County, Florida.

WEDGEWOOD GOLF VILLAS OF TUSCAWILLA, UNIT 3, according
to the Plat thereof, recorded in Plat Book 1143, Page
220 of the Public Records of Seminole County, Florida.

1143-0220
BOOK PAGE
SEMINOLE COUNTY
FLORIDA

EXHIBITS TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS,
AND RESTRICTIONS OF WEDGEWOOD GOLF VILLAS OF TUSCAWILLA

EXHIBIT "A"

WEDGEWOOD GOLF VILLAS OF TUSCAWILLA, UNIT 1, according to the Plat thereof, recorded in Plat Book 20, Pages 56-57, of the Public Records of Seminole County, Florida.

EXHIBITS TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS,
AND RESTRICTIONS OF WEDGEWOOD GOLF VILLAS OF TUSCAWILLA

EXHIBIT "B"

All lands delineated as "Common Areas" on the Plats of Wedgewood Golf Villas of Tusawilla, Unit 1, according to the Plat thereof, recorded in Plat Book 20, Pages 56-57, of the Public Records of Seminole County, Florida.

ARTICLES OF INCORPORATION
OF
WEDGEWOOD GOLF VILLAS OF TUSCAWILLA
HOMEOWNERS' ASSOCIATION, INC.

We, the undersigned incorporators, all residents of the State of Florida and all of full age, hereby associate ourselves together and make, subscribe, acknowledge and file with the Department of State of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida.

ARTICLE I

Name

The name of this corporation is WEDGEWOOD GOLF VILLAS OF TUSCAWILLA HOMEOWNERS' ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II

Office

The initial principal office of this Association is located at 2180 S.W. 12th Avenue, Miami, Florida, which office may be changed from time to time by action of the Board of Directors.

ARTICLE III

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within all or any portion of the following described tract of land situate in Seminole County, Florida:

From the intersection of the Centerlines of Winter Springs Blvd. and Northern Way as delineated on the Plat of WINTER SPRINGS UNIT 4, according to the Plat thereof as recorded in Plat Book 18, Pages 6, 7, & 8 of the Public Records of Seminole County, Florida, run N.86°23'05"E., along said Centerline of Winter Springs Blvd., 65 feet, thence run S.03°36'55"E., 60.00 feet for a POINT OF BEGINNING; thence run N. 86°23'05"E., 217.85 feet, thence run Easterly along a curve concave Northwesterly having a radius of 1205.92 feet and a central angle of 3°37'28", an arc distance of 76.28 feet, thence run S.07°14'23"E., 319.40 feet, thence run S.26°37'51"E., 474.25 feet, thence run S. 10°53'10"E., 20.00 feet, thence run S.79°06'50"W., 138.09 feet, thence run S.59°08'02"W., 30.77 feet, thence run S.75°10'31"W., 206.87 feet, thence run S.77°08'03"W., 105.00 feet to a point on the Easterly Right-of-Way Line of Northern Way as shown on said Plat of WINTER SPRINGS UNIT 4, thence run Northwesterly along said Right-of-Way Line and a curve concave Easterly having a radius of 4331.82 feet and a central angle of 9°15'02", an arc distance of 699.38 feet, a chord bearing of N.8°29'31"W., thence continue along the Easterly Right-of-Way Line N.03°36'55"W., 140 feet, thence run Northeasterly along a curve concave Southeasterly having a radius of 25 feet, a central angle of 90°, an arc distance of 39.27 feet to the Point of Beginning.

Also known as:

WEDGEWOOD GOLF VILLAS OF TUSCAWILLA, UNIT 1, according to the Plat thereof, recorded in Plat Book 20, Pages 56-57, of the Public Records of Seminole County, Florida.

and any additions thereto as may hereafter be brought within the jurisdiction of this Association; and the purposes of this Association shall include, without limitation of the foregoing, provision for the maintenance, preservation, and architectural control of the residence lots and Common Area as may now or hereafter be created by the recordation in the Public Records of Seminole County, Florida, of that certain "Declaration of Easements, Covenants, Conditions, and Restriction of "WEDGEWOOD GOLF VILLAS OF TUSCAWILLA" as the same from time to time may be amended as therein provided (which Declaration, and all amendments thereto now or hereafter made, are hereafter collectively called the "Declaration") and within any additions to the above described property as may hereafter be brought within the jurisdiction of this Association. For the foregoing purposes, this Association is empowered to:

(a) exercise all of the powers and privileges, and to perform all of the duties and obligations, of this Association as set forth in the Declaration, the terms and provisions of which are here incorporated by reference; and

(b) fix, levy, collect and enforce payment of by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the

conduct of the business of this Association, including all licenses, taxes or governmental charges levied or imposed against the property of this Association; and

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of this Association; and

(d) borrow money, and with the assent of two-thirds (2/3) of the votes of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) dedicate, sell, or transfer all or any part of this Association's 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, no such dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast not less than two-thirds (2/3) of the votes of each class of members, agreeing to such dedication, sale or transfer; and

(f) participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of each class of members; and

(g) annex additional real property in accordance with the provisions of the Declaration, with such annexations, when completed in accordance with the provisions of the Declaration, extending the jurisdiction, function, duties, and membership of this corporation to the real property thereby annexed; provided, however, that where the Declaration requires that certain annexations be approved by this Association, such approval must have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of such meeting to be given to all members at least sixty (60) days in advance, setting forth the purpose of the meeting; and

(h) from time to time adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots and the Common Area, as defined in the Declaration, which rules and regulations shall be consistent with the rights and duties established

by the Declaration and with the provisions of these Articles of Incorporation; and

(i) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise; and

(j) cause the exteriors of the residence lots to be maintained, as provided in the Declaration.

No Part of the net earnings of the Association shall inure to the benefit of any member within the meaning of Section 501(c)(7) of the Internal Revenue Code of 1954, nor shall the Association engage in any other activity prohibited by such section, unless expressly authorized herein.

ARTICLE IV

Membership

Every person or legal entity who holds legal title of record to any undivided fee simple interest to any Lot which is subject by the provisions of the Declaration to assessment by this Association shall be a member of this Association, including contract sellers, but excluding all other persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

An Owner of more than one such Lot shall be entitled to one membership for each such Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the provisions of the Declaration.

ARTICLE V
Voting Rights

This Association shall have two classes of voting membership:

CLASS A. Class A members shall be all Owners (as defined in the Declaration), and shall be entitled to one vote for each Lot owned; provided, however, so long as there is Class B membership, the Developer (as defined in the Declaration) shall not be a Class A member. When more than one person holds an ownership 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. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of this Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

CLASS B. The Class B member(s) shall be the Developer, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be

converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on March 1, 1984.

Assessments, fees, and other charges levied or imposed by this Association need not be uniform, but may vary between Class A and Class B members, in the manner provided in the Declaration.

ARTICLE VI

Board of Directors

The affairs of this Association shall be managed by a Board of Directors initially composed of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment to the By-Laws of this Association but shall never be less than three (3). From and after the annual meeting immediately following the expiration of Class B membership in this Association, the Board shall at all times be composed of nine (9) Directors. At all times, the members of the Board of Directors shall consist of an odd number and shall be divided as equally as the number of Directorships will

permit into three (3) classes: Class A, Class B, and Class C. The term of office for all Directors shall be three (3) years, except that the term of office of the initial Class A Director(s) shall expire at the annual meeting next ensuing, the term of office of the initial Class B Director(s) shall expire one (1) year thereafter, and the term of office of the initial Class C Director(s) shall expire two (2) years from the expiration of the term of Office of the Class A Director(s). The names and addresses of the persons who are to act in the capacity of Directors until their successors are elected and qualify, unless they sooner shall die, resign, or are removed, are:

<u>NAME</u>	<u>ADDRESS</u>
CLASS A DIRECTOR	
Raymond J. Dwyer	2180 S. W. 12th Avenue Miami, Florida 33145
CLASS B DIRECTOR	
Raymond Savarese	2180 S.W. 12th Avenue Miami, Florida 33145
CLASS C DIRECTOR	
Joseph James Hanratty	2180 S.W. 12th Avenue Miami, Florida 33145

It is the intent of these Articles that, at all times hereafter, the Directors shall be classified as to term of office in the manner hereinabove provided for the initial

Board, so that, as nearly as the number of directorships will permit, one-third (1/3) of the Directors of this Association shall be elected at each annual meeting of this Association.

ARTICLE VII

Officers

The names and addresses of the Officers of this Association who, subject to these Articles and the By-Laws of this Association and the laws of the State of Florida, shall hold office for the first year of the existence of this Association, or until an election is held by the Directors of this Association for the election of Officers, if earlier, and until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
Joseph James Hanratty	President	2180 S.W. 12th Avenue Miami, Florida 33145
Raymond Savarese	Vice President	2180 S.W. 12th Avenue Miami, Florida 33145
Raymond J. Dwyer	Treasurer	2180 S.W. 12th Avenue Miami, Florida 33145
Raymond J. Dwyer	Secretary	2180 S.W. 12th Avenue Miami, Florida 33145

ARTICLE VIII

Subscribers

The name and residence addresses of the subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Joseph James Hanratty	2180 S.W. 12th Avenue Miami, Florida 33145
Raymond Savarese	2180 S.W. 12th Avenue Miami, Florida 33145
Raymond J. Dwyer	2180 S.W. 12th Avenue Miami, Florida, 33145

ARTICLE IX

Dissolution

This Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than two-thirds (2/3) of the votes of each Class of members and upon such approval, if any, as may be required by Article XIII hereof. Upon dissolution of this Association, other than incident to a merger or consolidation,

the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

ARTICLE X

Duration

This association shall exist perpetually.

ARTICLE XI

By-Laws

The By-Laws of this Association shall be initially adopted by the Board of Directors. Thereafter, the By-Laws shall be altered or rescinded by a majority vote of a quorum of members present at any regular or special meeting of the membership duly called and convened, except that the Federal Housing Administration (FHA) or the Veterans Administration (VA) shall have the right to veto amendments while there is Class B membership if an application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn for any Lot subject to the Declaration.

ARTICLE XII

Amendments

Any amendment of these Articles shall be proposed by any member of this Association at any regular or special meeting of the membership duly called and convened and shall require the assent of the members entitled to cast seventy five percent (75%) of the total votes eligible to be cast by the Class A membership and seventy five percent (75%) of the total votes eligible to be cast by the Class "B" membership at any regular or special meeting of the membership duly called and convened, plus such approval, if any, as may be required by Article XIII hereof.

ARTICLE XIII

FHA/VA Approval

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration if an application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn for any Lot subject to the Declaration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution, and amendment of these Articles.

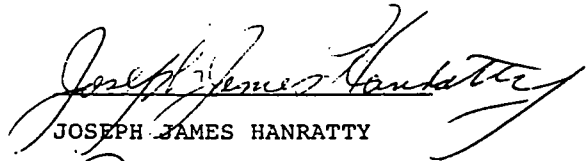
ARTICLE XIV

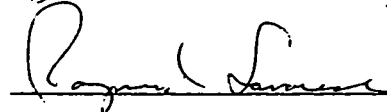
Interpretation

Express reference is hereby made to the terms and provisions of the Declaration where necessary to interpret

construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles and of the Declaration be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results. Without limitation of the foregoing, the following terms shall have the same meaning in these Articles as such terms have in the Declaration: "Association," "Owner," "Properties," "Common Area," "Lot," "Developer," "FHA," "VA," and "Recorded."

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 31st day of May, 1977.


JOSEPH JAMES HANRATTY

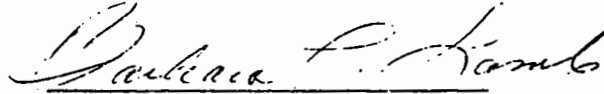

RAYMOND SAVARESE


RAYMOND J. DWYER

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me
this 3rd day of June, 1977, by JOSEPH JAMES
HANRATTY.

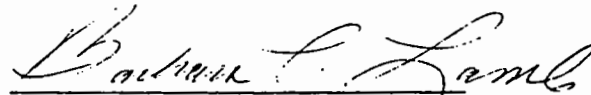
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 5, 1979
BONDED THROUGH MURPHY & MURPHY, INC.


NOTARY PUBLIC
State of Florida at Large

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me
this 3rd day of June, 1977, by RAYMOND
SAVARESE.

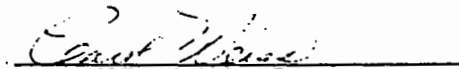
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 5, 1979
BONDED THROUGH MURPHY & MURPHY, INC.


NOTARY PUBLIC
State of Florida at Large

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me
this 3rd day of May, 1977, by RAYMOND J.
DWYER.

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 10, 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS


NOTARY PUBLIC
State of Florida at Large

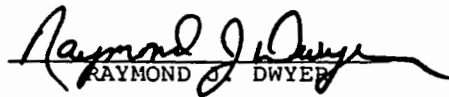
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON
WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes,
the following is submitted, in compliance with said Act:

FIRST--That WEDGEWOOD GOLF VILLAS OF TUSCAWILLA
HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the
laws of the State of Florida with its principal office, as
indicated in the Articles of Incorporation at City of Miami,
County of Dade, State of Florida, has named
RAYMOND J. DWYER, located at 2180 S.W. 12th Avenue,
City of Miami, County of Dade, State of Florida, as
its agent within this state.

ACKNOWLEDGMENT

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


RAYMOND J. DWYER

9/50

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

This instrument prepared by:

548809

2000 JUN 12 AM 9:20

Paul L. Wean, Esquire
WEAN & MALCHOW, P.A.
1305 East Robinson Street
Orlando, Florida 32801

RECEIVED JUN 20 2000

OFFICIAL RECORDS
BOOK PAGE
3866 1438

SEMINOLE CO., FL

**CERTIFICATE OF APPROVAL OF AMENDMENTS
TO THE BY-LAWS OF
WEDGEWOOD GOLF VILLAS OF TUSCAWILLA
HOMEOWNERS' ASSOCIATION, INC.**

The undersigned authorities hereby certify that the Association lot owner members and the Board of Directors have duly adopted the attached amendment(s) to the By-Laws adopted pursuant to the Declaration of Easements, Covenants, Conditions and Restrictions of Wedgewood Golf Villas of Tuscawilla, as originally recorded in the Public Records of Seminole County at Official Record Book 1143, Page 184, at a duly called meeting of the members held on April 27, 2000. The amendments were adopted by the affirmative vote of in excess of a majority of all members present and voting in person or by proxy as set forth in Article XIV, Section 1 of the said By-Laws.

Witness our hands and seals this 21 day of May, 2000.

ATTEST:

"ASSOCIATION"

WEDGEWOOD GOLF VILLAS OF
TUSCAWILLA HOMEOWNERS'
ASSOCIATION, INC.

John Pitts 5/21/00
Secretary

By Clyde Epps
President

STATE OF FLORIDA:
COUNTY OF SEMINOLE:

Before me, the undersigned authority, personally appeared Clyde Epps & John Pitts, to me personally known to be the President and Secretary, respectively, of Wedgewood Golf Villas of Tuscawilla Homeowners' Association, Inc., or having produced n/a as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

Witness my hand and official seal in the State and County last aforesaid, this 21 day of May, 2000.



Charles A. Strode
My Commission CC774639
Expires September 13, 2002

Charles A. Strode (SIGN)

Charles A. Strode (PRINT)
Notary Public, State of Florida at Large

My Commission Expires:

**PROPOSED AMENDMENT TO THE BY-LAWS
OF
WEDGEWOOD GOLF VILLAS OF TUSCAWILLA
HOMEOWNERS' ASSOCIATION, INC.**

Proposed additions shown in **bold underlining**

Proposed deletions shown in ~~strikeouts~~

Omitted but unaffected provisions are represented by * * *

ARTICLE V

Board of Directors: Selection: Term of Office

Section 1. Number. The Board of Directors shall at all times be composed of **at least three (3) but not more than** nine (9) Directors. **The number of Directors may be established annually by the Board, not later than sixty (60) days prior to the annual meeting, provided that at all times the number of Directors shall be an odd number and provided further that no alteration in the number of Directors shall deprive an elected Director of the right to serve the balance of the term to which the Director was elected.**

* * *

ARTICLE VII

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly ~~without notice~~, at such place and hour as may be fixed from time to time by resolution of the Board. **Except in an emergency, notice of such meetings shall be posted at least forty-eight hours in advance of such meeting in at least one (1) conspicuous place on the Properties that is designated by the Board for this purpose.**

* * *

ARTICLE X

Officers and Their Duties

* * *

Section 7. Multiple Offices. No person shall simultaneously hold more than one office except:

- (a) the offices of Treasurer and Secretary may be ~~combined until the first annual meeting of this Association~~ **held by the same person;**
- (b) special offices created pursuant to Section 4 of this Article may be combined with any other office; and
- (c) any officer also may serve as a director.

* * *

SEMINOLE COUNTY, FL

3866 1439

OFFICIAL RECORDS
BOOK
PAGE

4300

BY-LAWS
OF
WEDGEWOOD GOLF VILLAS OF TUSCAWILLA
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

Name and Location

The name of the corporation is WEDGEWOOD GOLF VILLAS OF TUSCAWILLA HOMEOWNERS' ASSOCIATION, INC., hereinafter called the "Association." The principal office of the Association shall be located in the City of Winter Springs, County of Seminole, State of Florida. Meetings of members and directors may be held at such places within the County of Seminole as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to WEDGEWOOD GOLF VILLAS OF TUSCAWILLA HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Easements, Covenants, Conditions and Restrictions of WEDGEWOOD GOLF VILLAS OF TUSCAWILLA, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Common Area, together with all improvements thereon.

This instrument was prepared by:
Alex Hofrichter
Carey, Dwyer, Cole, Salwood & Bernard, P.A.
2180 S.W. 12th Avenue
Miami, Florida 33145

OCT 27 11 28 AM '77
CLERK OF THE COURT
SEMINOLE COUNTY FLA

080641

11430170
BOOK PAGE
SEMINOLE COUNTY
FLORIDA

RETURN TO: DOLAN TITLE

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding any other party holding the fee simple title thereto merely as security for the performance of an obligation.

~~Section 6. "Developer" shall mean and refer to J.S.I. DEVELOPERS, INC., a Florida corporation, and such of its successors and assigns as shall acquire more than one undeveloped Lot from J.S.I. DEVELOPERS, INC. for the purpose of development.~~

Section 7. "Declaration" shall mean and refer to the Declaration of Easements, Covenants, Conditions, and Restrictions of WEDGEWOOD GOLF VILLAS OF TUSCAWILLA and applicable to the Properties recorded in the Public Records of Seminole County, Florida, and all amendments thereto now or hereafter recorded in said records.

Section 8. "Member" shall mean and refer to every Owner. Every Owner shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No persons or entity other than an Owner ~~or Developer~~ may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot, except that a contract seller may assign his membership and voting rights to his vendee in possession.

ARTICLE III

Membership and Voting Rights

ONE CLASS
The Association shall have ~~two classes~~ of voting membership:

(a) 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. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

~~(b) Class B. The Class B members shall be the Developer and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:~~

~~(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or~~

~~(ii) on March 1, 1984.~~

ARTICLE IV

Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of such Association, on such date and at such time and place as the Board of Directors shall determine. Each subsequent regular annual meeting of the members shall be held during the same month thereafter, on such date and at such time and place as the Board of Directors shall determine.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the ~~Class A~~ membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary. All notices shall specify the place, day, and hour of the meeting, and, in the case of special meetings, the purpose thereof. Notice of any meeting may be waived in writing at any time before, at, or after such meeting.

(a) Notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of Article V of the Declaration (extraordinary increase of the annual assessment or imposition of special assessments) shall be given to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting by registered or certified mail, return receipt requested, postage prepaid, and addressed to each member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice.

(b) Unless otherwise expressly required by the Declaration or the Articles of Incorporation of this Association, notice of all other meetings shall be given at least fifteen (15) days in advance to each member; and, unless a member has requested the secretary in writing that notice be given such member by mail and furnished the secretary with the address to which such notice is to be mailed, any notice required by these By-Laws, the Declaration, or the Articles of Incorporation of this Association may, in the discretion of the person giving the same, be given by mailing a copy of such notice, postage prepaid, addressed to the member's address last appearing on the books of the Association, or by delivering the same to the member personally. Delivery of notice pursuant to this subparagraph to any co-owner of a Lot shall be effective upon all such co-owners of such Lot, unless a co-owner has requested the secretary in writing that notice be given such co-owner and furnished the secretary with the address to which such notice may be delivered by mail.

Section 4. Quorum.¹⁰ The presence, in person or by proxy, at the meeting of members entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these

By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Determination of Membership. For the purposes of determining the persons entitled to notice under any provision of these By-Laws, the Articles of Incorporation of this Association, or the Declaration, and for the purpose of determining those persons entitled to vote at any meeting of the Association, membership shall be shown on the books of the Association as of a date set by the Board of Directors, which date shall be not more than thirty (30) days prior to the date of such notice or of such meeting. If the Board of Directors fails to establish such a date, membership shall be as shown on the books of the Association on the thirtieth (30th) consecutive calendar day prior to the date of such notice or of such meeting.

ARTICLE V

Board of Directors: Selection: Term of Office

Section 1. Number. ~~The affairs of this Association shall be managed by a Board of not less than three (3) directors who need not be members of the Association. The directors are hereby divided into three classes: Class A, Class B, and Class C. Each class of directors will consist of one-third (1/3) of the number of directors then constituting the whole Board. The initial Board of Directors shall be three (3) in number, one (1) Class A, one (1) Class B, and one (1) Class C. From and after the annual meeting immediately following the expiration of Class B membership in this Association, the Board shall at all times be composed of nine (9) Directors. At all times, the members of the Board of Directors shall consist of an odd number and shall be divided as equally as the number of Directorships will permit into three (3) classes: Class A, Class B, and Class C.~~

Section 2. Term of Office. ~~The term of office of the Class A director(s) shall expire at the annual meeting next~~

The nominal term of office for a director shall be three years, but may be longer or shorter.

*in the performance of his
duties as a Director.*

~~ensuing. The term of office of the Class B director(s) shall expire one year thereafter. The term of office, of the Class C director(s) shall expire two years after the expiration of the term of the Class A director(s). At each succeeding annual election, the director(s) elected shall be chosen for a full term of three (3) years to succeed the one whose term expires. A director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.~~

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board, even if less than a quorum, and shall serve for the unexpired term of his predecessor, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chariman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors ~~prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.~~ The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. ~~Such nominations may be made from among members or non-members.~~

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. ~~provided, however, that until such time as there is Class A membership in the Association, nothing contained in the By-Laws shall require the Board of Directors to meet more often than once a year. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.~~

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director. Such notice may be waived in writing at any time before, at, or after the meeting.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Informal Action. Any action of the Board of Directors which is required or permitted to be taken at a meeting may be taken without a meeting if written consent to such action, signed by all members of the Board, is filed in the minutes of the proceedings of the Board prior to the taking of such action. Members of the Board of Directors shall be deemed present at a meeting of such Board if a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other is used.

ARTICLE VIII

Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof:

(b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such right may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Director to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the ~~Class A~~ members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) enforce collection of all assessments owed the Association which are not paid within thirty (30) days after the due date thereof by foreclosure, suit, or such other lawful procedure as the Board deems in the best interest of the Association.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. A properly executed certificate of the Association as to the status of assessments on a Lot shall bind the Association as of the date of its issuance;

(e) procure and maintain adequate liability insurance on property owned by the Association; each unit owner shall carry his or her own liability and hazard insurance covering the unit and real property owned by each unit owner.

(f) cause all persons or entities (except banking institutions) employed, authorized, or contracted to collect, disburse, and manage this Association's funds, including officers and directors of the Association, to be bondable with standard fidelity and errors and omissions coverage for the benefit of the Association, and the premiums for such bonds may, in the discretion of the Board, be paid from Association funds;

(g) cause the Common Area to be maintained;

(h) with the assistance of the treasurer, the Board shall cause an ~~annual~~ audit of this Association's books to be made by ~~a certified public accountant~~ at the completion of each ~~fiscal~~ year and shall prepare an annual budget and

an
independant
third
pay the necessary taxes, if any,

statement of income and expenditure to be presented to the membership at its regular annual meeting, which budget shall contain, within the limits of available funds, adequate reserves for the maintenance and replacement of Association property and for the maintenance of members' property as required by the Declaration, all in accordance with sound financial practice; and

- (i) otherwise manage the affairs of the Association.

ARTICLE IX

Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Vice-President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. The President and Vice-President shall be members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until his successor shall be elected and qualify, unless he dies, resigns, or is removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold offices for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

Section 7. Multiple Offices. No person shall simultaneously hold more than one office except:

(a) the offices of Treasurer and Secretary may be combined until the first annual meeting of this Association;

(b) special offices created pursuant to Section 4 of this Article may be combined with any other office; and

(c) any officer also may serve as a director.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; see that orders and resolution of the Board are carried out; sign all leases, mortgages, deeds and other written instruments and co-sign resolutions of the Board are carried out; sign all leases, all checks and promissory notes; and exercise and discharge such other duties as may be required of him by the Board.

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and exercise and discharge such other duties as may be required of him by the Board.

(d) Treasurer. The Treasurer shall cause the receipt of and deposit in appropriate bank accounts all monies of

a three-year
✓
Association and disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause ^{an} ~~an annual~~ audit of the Association books to be made by an independent accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members; and exercise and discharge such other duties as may be required of him by the Board.

ARTICLE X

Committees

The Board of Directors of the Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

Books and Records

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any members. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost. As used in this Article only, "member" shall include any person or entity holding a first mortgage on such member's Lot.

ARTICLE XII

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the

due date, the assessment shall bear interest at the rate of ten percent (10%) per annum; and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein for non-use of the Common Area or abandonment of his Lot. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosure or waiving the lien securing the same.

ARTICLE XIII

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: "WEDGEWOOD GOLF VILLAS OF TUSCAWILLA HOMEOWNERS' ASSOCIATION, INC." and "CORPORATION NOT FOR PROFIT 1977", an impression of said seal appearing on the margin hereof.

ARTICLE XIV

Amendments

Section 1. These By-Laws may be altered or rescinded by majority vote of a quorum of members present at any regular or special meeting of the membership duly called and convened, ~~except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership, provided an application for FHA or VA mortgage insurance has been made and not withdrawn for any Lot described in the Declaration.~~

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control: and, in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV

Miscellaneous

The fiscal year of the Association shall begin on the first day of January of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of WEDGEWOOD GOLF VILLAS OF TUSCAWILLA HOMEOWNERS' ASSOCIATION, INC., have hereunto set our hands this 26th day of October, 1977.

Joseph James Manratty Raymond Savarese Raymond J. Dyer

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of WEDGEWOOD GOLF VILLAS OF TUSCAWILLA HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereon, held on the 26th day of October, 1977.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 26th day of October, 1977.

Raymond J. Dyer, Secretary

11430183

BOOK PAGE
SEMINOLE COUNTY
FLORIDA

**WEDGEWOOD GOLF VILLAS
OF
TUSCAWILLA HOMEOWNERS ASSOCIATION, INC.**

Article II, Section 14 of the Declarations of Easements, Covenants, Conditions and Restrictions allows the Association Board to publish and enforce Rules and Regulations Consistent with the Declarations. Such Rules and Regulations are binding upon all Villa property owners, their tenants, and guests, with the same legality as the Declarations.

Rules and Regulations

1. The speed limit is 20 miles per hour on our private roads.
2. Vehicles may not be parked on the grass. Such parking is prohibited by the *Declarations of Easements, Covenants, Conditions and Restrictions*, and by the Board of Directors. In addition no owner shall park, or allow to be parked, stored, kept, repaired or restored, any vehicle, boat, boat-trailer, motor-home, or recreation-vehicle (RV) anywhere upon the Properties, except within the garaged area of each lot and concealed from view; provided, however, that one (1) passenger automobile or truck of ½ ton capacity or less may be parked on the driveway area appurtenant to each lot. This applies to homes with a one- (1) car garage. Homes with a two (2) car garage may park two (2) passenger automobiles or one (1) passenger automobile and one (1) truck of ½ ton capacity or less on the driveway area appurtenant to each lot.
3. The Cart Path is restricted to golf carts and pedestrians. It is specifically prohibited to bicycles skateboards, and all other conveyances.
4. All garage sales, yard sales, or estate sales are prohibited. Such congestion would cause difficulties for emergency vehicles.
5. The earliest time rubbish and recycle containers may be put out is after dusk the night before collection.
6. Assessments are mandatory and due on the first of each month. Make checks payable to *Wedgewood Golf Villas* and mailed to the property Management Company.
7. Without limitation, no change, attachment, reconstruction, etc., may be made to the exterior of any Villa without approval of submitted plans, made in writing to the Board of Directors, and required City of Winter Springs permits.
8. No personal items shall be visible from the street. (Example: Drying clothes on fences.)
9. Soliciting is prohibited.
10. Skateboards and skateboard ramps are prohibited from Association property (including streets and Cart Path).
11. Portable or permanent backboards are prohibited.
12. Driveways, walks, lawns and roofs are to be kept reasonably clean and in good repair.

13. Lease or rental of a Villa shall be for a minimum of twelve (12) consecutive months in duration. The Board shall be provided a copy of the lease agreement.
14. All structures, homes, garages, patio enclosures, fences, etc., are to be maintained and painted according to the approved color codes. The approved exterior Villa paint and roofing specifications are as follows. Villas are subject to an annual inspection to assure compliance.

HOMEOWNERS MAY GO ANYWHERE THEY CHOOSE TO BUY THE PAINT FOR THEIR VILLAS AND FENCES AS LONG AS THE PAINT COLOR MATCHES THE SPECIFICATIONS SET FORTH BY THE BOARD OF DIRECTORS. SAMPLES OF AUTHORIZED COLORS MAY BE OBTAINED FROM THE PRESIDENT, SECRETARY/ TREASURER, OR THE CHAIRMAN OF THE ARCHITECTURAL CONTROL COMMITTEE.

*Trim colors are Color Wheel's Paint #2 *Autumn* Acrylic Paint (#117-1-3T-L-2-T). Alternately, use Clidden's Paint # 6580 *Autumn*. Note: This color can be matched by and purchased at other paint stores. Other colors are authorized for trim. Samples of these may be obtained from John Pitts.

*For fences, use Color Wheel's Paint #2 *Autumn* Acrylic Paint (#117-1-3T-L-2-T). Alternately, use Glidden's Paint # 6580 *Autumn*. Note: This color can be matched by and purchased at other paint stores.

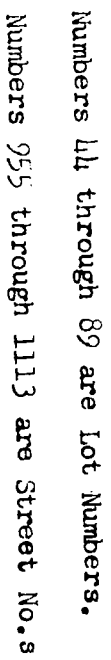
- The Autumn color is listed as Golf Villa Brown on the paint sticks.

*For stucco exterior building paint, use Color Wheel's paint. *Sauterne* acrylic paint (# 310+A8. C-14, 1-4, K-2, L-19). Alternately, use Gliddens Paint # 9518 *Sauterne*. Note: This paint may be matched by and purchased at other paint stores.

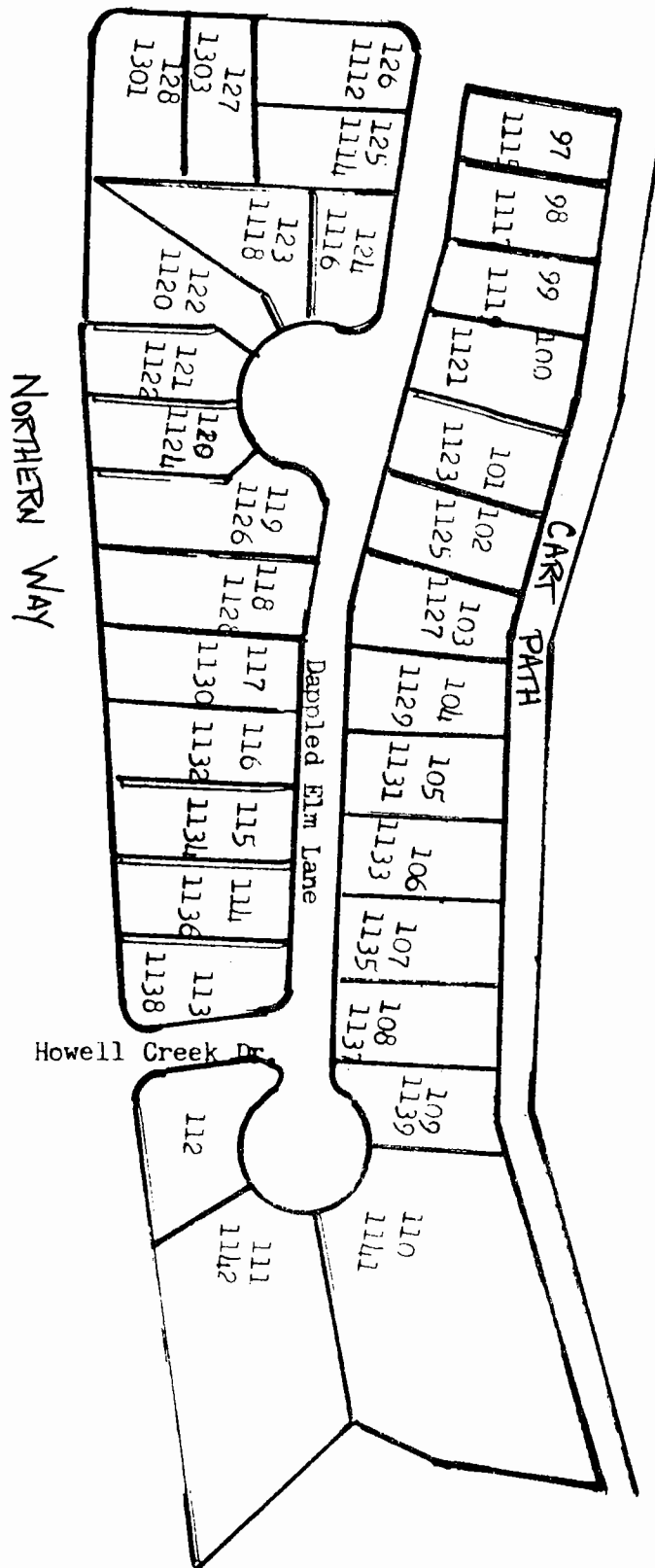
- **Color Wheel Paints will deliver paint at no extra charge.**

*Roofs are covered with fiberglass shingles available through roofing contractors. Use Owens Corning *Desert Tan*. Note that other manufacturers may have the same color/pattern available.

↑
N
↓

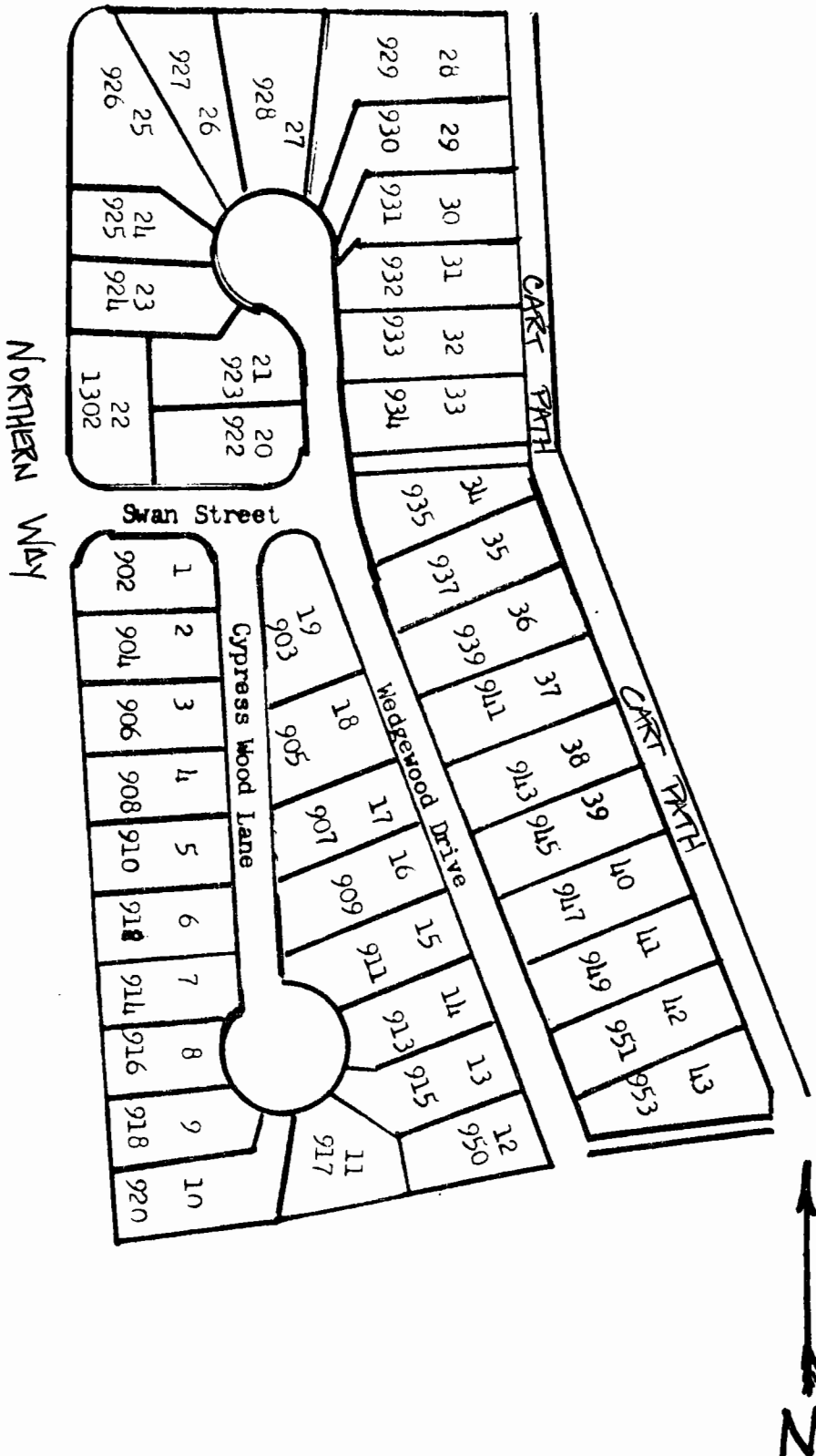


WEDGEWOOD UNIT THREE



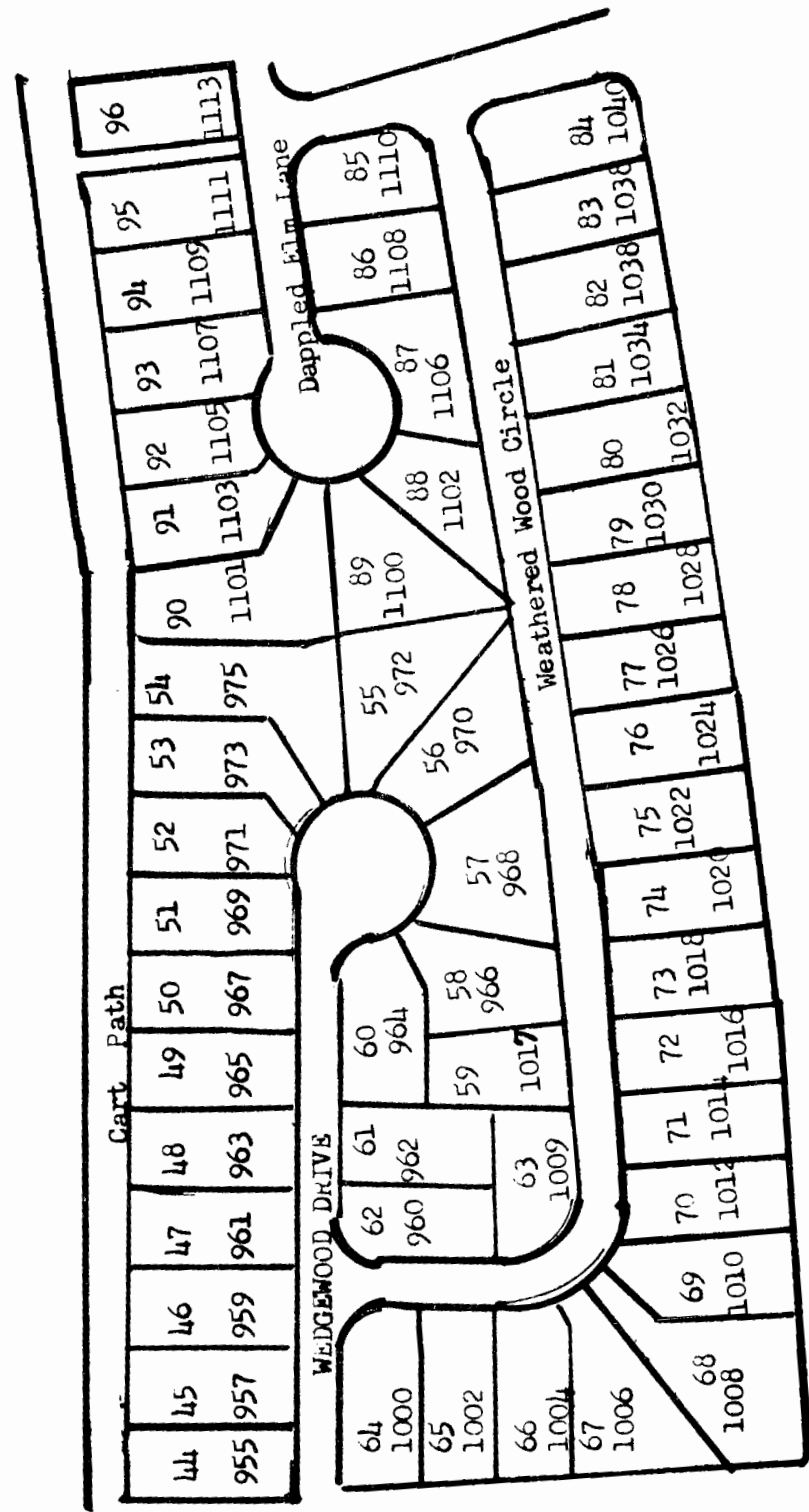
Numbers 97 through 128 are Lot Numbers
 Numbers 1112 through 1142 and 1301 & 1302 are Street No.s

WEDGEWOOD UNIT ONE



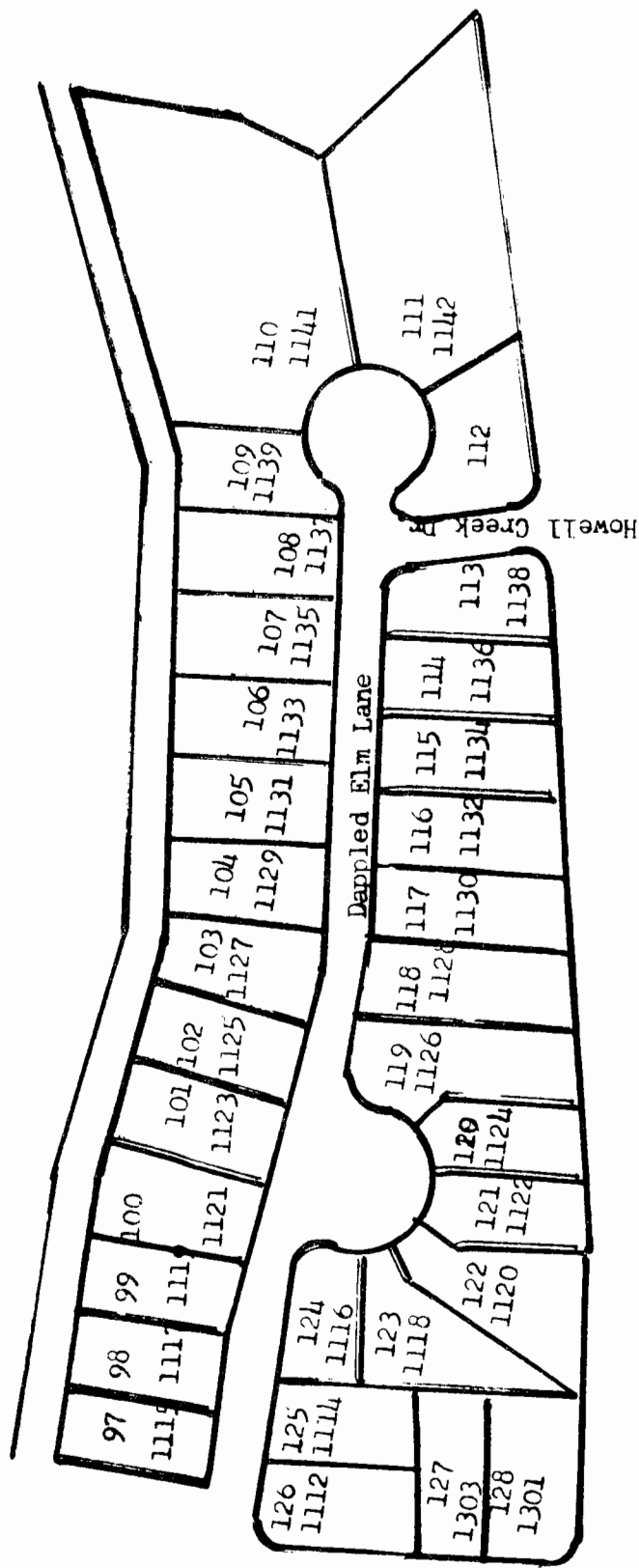
Numbers 1 through 13 are Lot Number

WEDGEWOOD UNIT TWO



Numbers 44 through 89 are Lot Numbers.

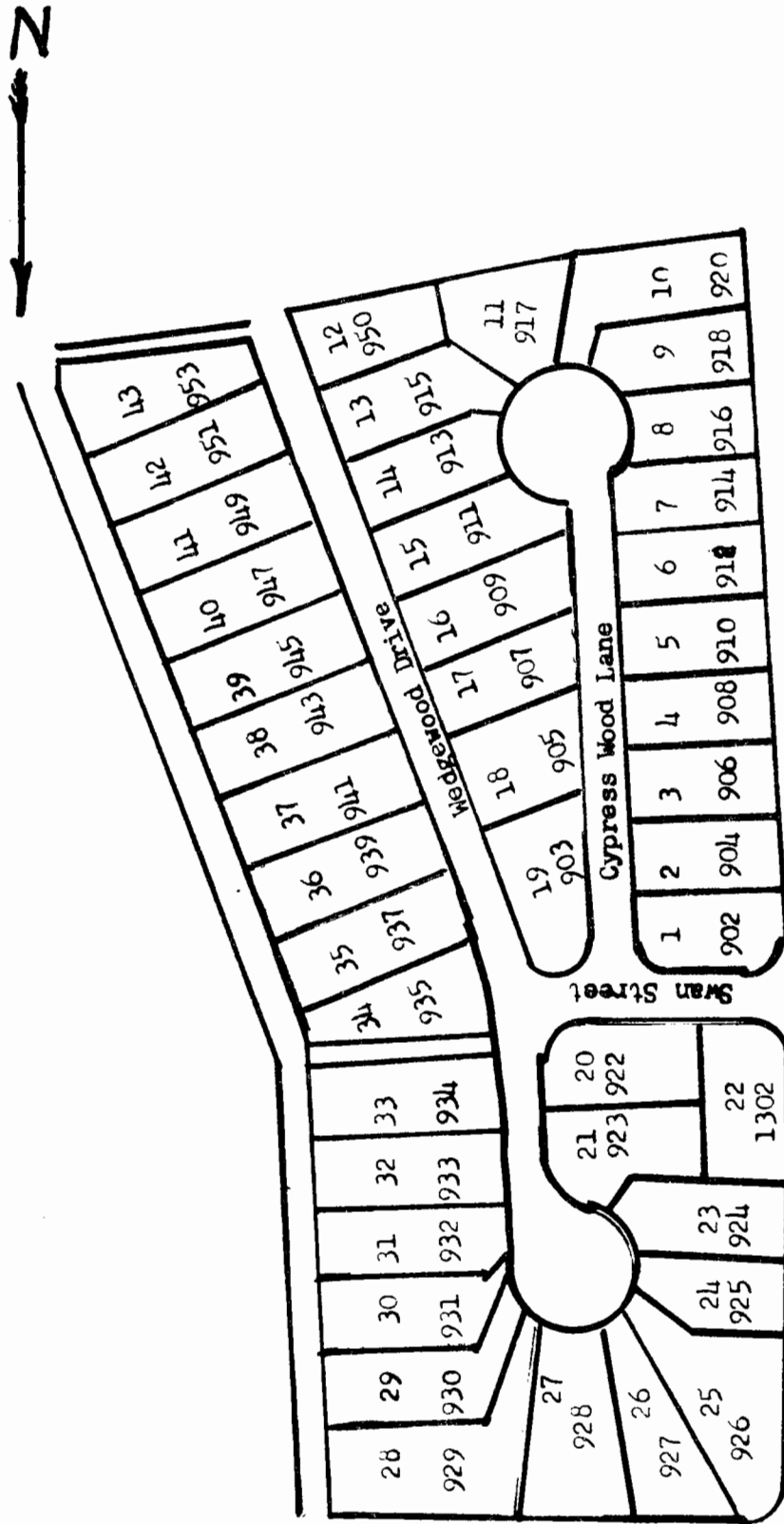
Numbers 955 through 1113 are Street No.s



Numbers 97 through 128 are Lot Numbers

Numbers 1112 through 1142 and 1301 & 1302 are Street No.s

WEDGEWOOD UNIT ONE



Numbers 1 through 43 are Lot Numbers.

Numbers 902 through 953 are Street No.s