

Declaration-CC&Rs
Wedgewood Golf Villas

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

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

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RECORDED
IN BOOK 11430 PAGE 184
SEMINOLE COUNTY
FLORIDA

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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

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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 Obligee 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.

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&
ADDITIONS

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* Section 6. Use of Units: Each Lot shall be used 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 compensation 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 Properties 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 connection 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.

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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
Lee Brown

By:

Attest:

(Corporate Seal)

President

Secretary

STATE OF FLORIDA

COUNTY OF ORANGE

11430216

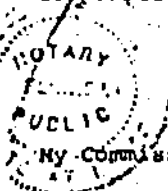
PAGE
808
SEMI-CLERK COUNTY
FLORIDA

The foregoing instrument was acknowledged before

me this 16th day of October, 1977, by

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

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



Lee 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.