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This instrument prepared by and should be returned to:

Colleen A. Braden, Esquire  
TAYLOR & CARLS, P.A.  
1900 Summit Tower Boulevard  
Suite 820  
Orlando, Florida 32810  
(407) 660-1040

SEMINOLE CO., FL

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**NOTICE OF PRESERVATION OF COVENANTS AND RESTRICTIONS FOR SHEOAH, A CONDOMINIUM, SECTION THREE**

THIS NOTICE is being recorded pursuant to Section 712.06, Florida Statutes (2000) in order to preserve the easements, restrictions, covenants, conditions and all other provisions of the following documents (hereinafter referred to as "covenants or restrictions"), copies of which are attached hereto:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, as recorded on February 20, 1973, in O.R. Book 969, Page 0734, and as amended in O.R. Book 1084, Page 1166 and in O.R. Book 1111, Page 1650, all of the Public Records of Seminole County, Florida;

CONDOMINIUM APARTMENTS DECLARATION OF CONDOMINIUM, as recorded on March 19, 1973, in O.R. Book 972, Page 0930, of the Public Records of Seminole County, Florida; and

CERTIFICATE OF AMENDMENT TO THE BYLAWS OF SHEOAH HIGHLANDS THREE, INC., as recorded on February 3, 1998, in O.R. Book 3363, Page 1966, of the Public Records of Seminole County, Florida,

The property affected by this notice (hereinafter "subject property") is described as follows:

See Exhibit "A-1" attached hereto and incorporated herein by reference.

Attached hereto are the names and post-office addresses of all owners of the subject property, or of the persons in whose names said property is assessed on the last completed tax assessment roll of Seminole County, Florida, at the time of filing, who, for purposes of this notice, shall be deemed to be an owner.

The name and address of the homeowners' association filing this notice on behalf of its members are Sheoah Highlands Three, Inc., c/o Paine-Anderson Properties, Inc., Post Office Box 195771, Winter Springs, Florida 32719-5771 (hereinafter "Association").

By their signatures below, the President and Secretary of the Association hereby certify that preservation of the covenants or restrictions was duly approved by at least a majority vote at a meeting of the membership where a quorum was present, held on March 26, 2001.

EXECUTED at Winter Springs, Seminole County, Florida, on this the 26<sup>th</sup> day of March, 2001.

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CLERK OF CIRCUIT COURT

DEPT. OF RECORDS & SERVICES

(CORPORATE SEAL)

WITNESSES:

SHEOAH HIGHLANDS THREE, INC.

[Signature]  
Print Name: KAREN PAINE MALCOLM

[Signature]  
Print Name: MARGARET M. ANDERSON

[Signature]  
Print Name: KAREN PAINE MALCOLM

[Signature]  
Print Name: MARGARET M. ANDERSON

By: [Signature]  
Print Name: JUNE SINSAR, President  
Address: 413 SHEOAH BLVD UNIT 2  
WINTER SPRINGS FL 32708

Attest: [Signature]  
Print Name: PHYLLIS A. TUNNEY, Secretary  
Address: 413 SHEOAH BLVD UNIT 2  
WINTER SPRINGS FL 32708

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STATE OF FLORIDA  
COUNTY OF Seminole


THE FOREGOING INSTRUMENT was acknowledged before me this 26<sup>th</sup> day of March, 2001, by June Sinsar and Phyllis Tunney, as the President and Secretary, respectively, of SHEOAH HIGHLANDS THREE, INC., who (check one)  are personally known to me or  produced

(type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 26<sup>th</sup> day of March, 2001.

[Signature]  
Notary Public - State of Florida  
Print Name: Sally McGinnis  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Sh3001 not1  
3/05/01a.CAB/pc

 Sally McGinnis  
My Commission CC979838  
Expires November 05, 2004

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DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

RECORDED AND RETURNED TO  
SEMINOLE COUNTY  
CLERK OF COUNTY  
FEB 20 1 40 PM '73

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of  
Covenants, Conditions and Restrictions, made and entered into on this  
20<sup>th</sup> day of February, 1973, by FLORIDA LAND COMPANY (the  
"Developer"), a Florida corporation, joined herein by DEVELOPMENT ENTER-  
PRISES, INCORPORATED, a Florida corporation,

WITNESSETH:

WHEREAS, the Developer is the owner of the real property  
described in the attached Exhibit A and DEVELOPMENT ENTERPRISES, INCORPORATED  
is the owner of the real property described in the attached Exhibit B; and

WHEREAS, the Developer and DEVELOPMENT ENTERPRISES, INCORPORATED  
deem it desirable that all of the property described in the attached  
Exhibit A will be subject to the covenants, conditions and restrictions  
set forth in this Declaration except for the property specifically excluded  
on pages 4, 5, 6 and 7 of Exhibit A (the "Golf Course Property"); and

WHEREAS, the Developer desires to create a residential community  
covering the property described in Exhibit A (except for the Golf Course  
Property) to be known as "The Highlands", with permanent parks, playgrounds,  
open spaces and other common facilities for the benefit of the said community;  
and

WHEREAS, the Developer has deemed it desirable, for the efficient  
preservation of the values and amenities in said community, to create an  
agency to which should be delegated and assigned the powers of maintaining  
and administering the community properties and facilities and administering  
and enforcing the covenants and restrictions and collecting and disbursing  
the assessments and charges hereinafter created; and

WHEREAS, the Developer shall be responsible for the organization  
of a Florida non-profit corporation, which may be named HIGHLANDS HOMEOWNERS'  
ASSOCIATION (the "Association"), for the purpose of exercising the functions  
aforesaid; and

WHEREAS, DEVELOPMENT ENTERPRISES, INCORPORATED desires its property  
described in Exhibit B (which property is also included in Exhibit A) to have  
the benefit and use of said community properties and facilities and be subject

This instrument was prepared by  
Arlan E. O'Neill, Attorney at Law  
Twenty Fifth Floor Exxon Building  
Houston, Texas 77002

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to the assessments, charges and other obligations relating thereto in the same manner as the other includible property described in Exhibit A;

NOW THEREFORE, the Developer and DEVELOPMENT ENTERPRISES, INCORPORATED declare that the real property described in Exhibit A (except for the Golf Course Property) and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I  
DEFINITIONS

Section 1.1 Definitions. The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the HIGHLANDS HOMEOWNERS' ASSOCIATION.
- (b) "The Properties" shall mean and refer to all Existing Properties and additions thereto which are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof.
- (c) "Common Properties" shall mean and refer to those areas of land, other than Lake Audubon, shown on any recorded subdivision plat of The Properties intended to be devoted to the common use and enjoyment of the Owners and occupants of The Properties.
- (d) "Lot" shall mean and refer to any numbered parcel of land within a lettered or numbered block as shown on any recorded plat of land within The Properties, or with respect to any block on such a recorded plat which is not subdivided into numbered lots, the term "Lot" shall refer to such block. With respect to land within The Properties not covered by a recorded plat, the term "Lot" shall refer to that portion of each contiguous tract of land within The Properties (i) which is held under common ownership and (ii) which is not covered by a recorded plat.
- (e) "Living Unit" shall mean and refer to any building or portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family including, but not limited to,

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Condominium Units and Patio or Cluster Homes.

(f) "Condominium Unit" shall mean and refer to any Living Unit that is designed to be a part of a condominium project and is located on property with respect to which a Declaration of Condominium has been recorded.

(g) "Patio or Cluster Home" shall mean and refer to any Living Unit that is a part of the Patio or Cluster Home property indicated on the PUD Plan.

(h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee or undivided fee interest in any Lots or Living Units situated upon The Properties, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(i) "Member" shall mean and refer to the Developer and all Owners who are members of the Association pursuant to Section 3.1.

(j) "Existing Property" shall mean the property described in Exhibit A attached hereto except for the Golf Course Property.

(k) "ARB" shall mean and refer to the Architectural Review Board.

(l) "Golf Course Property" shall mean and refer to the property described on pages 4, 5, 6 and 7 of Exhibit A attached hereto.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1 Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Seminole County, Florida, and is that property described in Exhibit A attached hereto, except for the Golf Course Property. A planned unit development plan, with respect to the Existing Property (the "PUD Plan"), was approved by the City of Winter Springs (formerly "Village of North Orlando"), Seminole County, Florida, on August 16, 1971.

Section 2.2 Additions to Existing Property. Subject to the provisions of subparagraphs (a) and (b) of this Section 2.2, and Section 2.3, the Association or the Developer may subject additional land to this Declaration by filing a supplementary declaration of covenants and restrictions of record.

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(A) Changes in accordance with a General Plan of Development.

The Developer, its successors and assigns, shall have the right to include additional properties within this Declaration only if such inclusion is made pursuant to a revised General Plan of Development, as approved by the appropriate governmental agencies, but such additions must substantially comply with the existing PUD Plan.

Such revised General Plan of Development shall show the proposed additions to the Existing Property and shall contain: (i) a general indication of size and location of development stages and proposed land uses in each such stage; (ii) the approximate size and location of common properties proposed for each stage; (iii) the general nature of proposed common facilities and improvements; and (iv) a statement that the proposed additions, if made, will be subject to assessment for their just share of Association expenses.

Unless otherwise stated therein, such revised General Plan of Development shall not bind the Developer, its successors or assigns, to adhere to the Plan or make the changes proposed therein and the Plan shall contain a conspicuous statement to such effect.

(b) Mergers. The Association's Articles of Incorporation shall provide that upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration with The Properties together with the covenants and restrictions established upon any other properties held by the surviving or consolidated Association. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Properties except as hereinafter provided.

Section 2.3 General Provision Regarding Additional Property.

Prior to January 1, 1975, additional land may be subjected to this Declaration

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only if such addition is consented to by not less than eighty-five percent (85%) of the total number of votes entitled to be cast by the Members voting in person or by proxy at a meeting duly called for such purpose. Thereafter, the consent of not less than two-thirds (2/3) of the total number of votes entitled to be cast by the Members voting in person or by proxy at a meeting duly called for such purpose shall be required. Written notice of any meeting called pursuant hereto shall be sent to all Members at least thirty (30) days in advance. Notwithstanding anything hereinabove to the contrary, prior to January 1, 1975, none of the property which presently comprises the subdivision located in the City of Winter Springs and known as "The Terrace" may be subjected to this Declaration without the consent of the Developer and DEVELOPMENT ENTERPRISES, INCORPORATED.

Regardless of the method used to subject additional property to the terms and provisions of this Declaration, no such addition shall revoke or diminish the rights of the Owners of The Properties to utilize the Common Properties established hereunder except to grant to owners of the properties being added the right to use the Common Properties established hereunder and to change voting rights and assessments as hereinafter provided. No supplementary Declaration of Covenants and Restrictions shall alter the relative rights and obligations of the Members within a Class.

A supplementary Declaration of Covenants and Restrictions may contain such additions, deletions, and modifications of the covenants and restrictions contained in this Declaration as may be necessary or desirable to reflect the different character, if any, of the properties added thereby.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

IN THE ASSOCIATION

Section 3.1 Membership. The Developer, each Owner who is a successor developer designated by the Developer, and each Owner of an assessable Living Unit (see Section 5.3(a)), shall be a Member of the Association unless such Owner holds such interest in an assessable Living Unit merely as a security for the performance of an obligation.

Section 3.2 Voting Rights. The Association shall have three classes of voting membership:

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Class A. Class A Members shall be all Owners of assessable non-rental Living Units and all Owners of assessable rental Living Units who do not own more than one-hundred (100) rental Living Units. Class A Members shall be entitled to one (1) vote for each assessable Living Unit which they own. If a Living Unit is owned by more than one person or entity, all such persons and entities shall be Members and the vote with respect to such Living Unit shall be exercised as such persons and entities shall among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Living Unit.

Class B. Class B Members shall be all Owners of more than one-hundred (100) rental Living Units at least one or more of which is assessable. Class B Members shall be entitled to one-half (1/2) vote for each assessable rental Living Unit which they own. If an Owner is comprised of more than one person or entity, all such persons or entities shall be Members and the vote with respect to the assessable rental Living Units owned by such Owner shall be exercised as such persons or entities among themselves determine, but in no event shall more votes be cast with respect to such assessable rental Living Units than the total number of votes which could be cast if the Owner were but one (1) person.

Class C. Class C Members shall be the Developer and/or any Owner who is a successor developer so designated by the Developer. Class C Members shall be entitled to cast three (3) votes for each Living Unit contemplated by the PUD Plan for construction on the property owned by such Member, or, if there is no PUD Plan in existence with respect to such property, twelve (12) votes for each acre of such property owned by such Member. The Developer initially had 5538 votes based upon the PUD Plan of the Existing Property as approved on August 16, 1971.

ARTICLE IV

THE COMMON PROPERTIES

Section 4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.6, every Member and resident member of the immediate family of an occupant of an assessable Living Unit owned by a Member shall have a right and easement in and to the Common Properties and such easement

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if necessary, borrowing money or mortgaging the Association's properties.

Section 4.6 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender shall be entitled, after taking possession of such properties, to charge admission and fees as a condition to continued enjoyment by the Members and occupants of Living Units owned by Members and, if necessary, to open the enjoyment of such properties to a wider segment of the public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members shall be fully restored.

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

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

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties. Except as otherwise provided in Section 4.6(a), such admission and other fees shall not be charged for any of the ordinary uses of the Common Properties such as open swimming, open tennis or use of other recreational facilities, except when consented to by not less than two-thirds (2/3) of the total number of votes entitled to be cast by the combined Class A and Class B Members voting in person or by proxy at a meeting called for such purpose; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Properties, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication, transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members representing not less than two-thirds

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(2/3) of the total number of votes entitled to be cast by all Class A and Class B Members has been recorded, agreeing to such dedication, transfer, purpose, or conditions, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of an assessable Living Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, and whether or not such deed was recorded prior to this Declaration, hereby covenants and agrees to pay to the Association all annual assessments or charges and special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and the cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due. All assessments shall, when paid, be deposited in a separate assessment fund bank account. The assessment fund shall be held, managed, invested and expended by the Association, at its discretion, for the benefit of The Properties and Owners therein.

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members of the Association and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties, including by way of illustration and not by way of limitation:

- (a) Payment of taxes and insurance on Common Properties, and payment of operational expenses of the Association;
- (b) Lighting, improvement and beautification of access ways and

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assessment areas, and the acquisition, maintenance, and repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways;

(c) maintenance, improvement and operation of drainage easements and systems;

(d) management, maintenance, improvement and beautification of parks, ponds, buffer strips, bike paths, swimming pools, and recreational areas and facilities;

(e) garbage collection and trash and rubbish removal, but only when and to the extent specifically authorized by the Board of Directors of the Association;

(f) providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Board of Directors of the Association;

(g) repayment of funds and interest thereon, borrowed by the Association;

(h) payment of reasonable expenses incurred by the ARB but only to the extent specifically authorized by the Board of Directors of the Association; and

(i) doing any other thing necessary or desirable, in the judgment of said Association, to keep the community neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or which, in the judgment of said Association, may be of general benefit to the owners or occupants of lands included in The Properties.

Section 5.3 Effective Date of Assessment and Payment.

(a) Effective Date. No Living Unit shall become assessable prior to the later to occur of (i) the date the clubhouse referred to in Section 4.3 is substantially completed and open for use, and (ii) April 1, 1973. Thereafter, each Living Unit shall become assessable on the first to occur of the following two dates:

(1) sixty (60) days after the date that the Building Inspector for the City of Winter Springs, Seminole County, Florida indicates, by signing the Building Permit, that the Living Unit or structure within which the Living Unit is located has passed final inspection; and,

(2) the first day of the month coinciding with or next following the date such Living Unit is occupied.

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(b) Payment. Except as otherwise provided in Section 5.3(c) below, each annual assessment shall be payable in advance on January 1 and shall become delinquent if not paid by the following February 1. Until the Association is activated, all payments shall be made directly to the Developer for use as provided in Sections 5.2 and 5.11. Thereafter, such payments shall be made to the Association or such party as the Association may designate in writing. In the event a Living Unit becomes assessable (as provided in this Section 5.3) after January 1 of any year, the amount of the annual or any special assessment for such Living Unit for such year shall be payable in advance on the date it becomes assessable and shall be equal to (i) the annual assessment which would have been assessed against such Living Unit had it been assessable for the entire year, multiplied by (ii) that fraction in which the numerator is equal to the number of days in such year that such Living Unit will be assessable and the denominator is three hundred sixty-five (365).

(c) Exceptions. In lieu of paying annual assessments in advance and notwithstanding the provisions of Section 5.3(b) above to the contrary, the annual assessments for Condominium Living Units owned by DEVELOPMENT ENTERPRISES, INCORPORATED and the original Owners of Condominium Living Units located on apartment site number five described in Exhibit B who purchased such Living Units from DEVELOPMENT ENTERPRISES, INCORPORATED, shall, unless such Owners elect to make payments in advance as provided in Section 5.3(b) above, be prorated and paid on a monthly basis as such assessments accrue.

Section 5.4 Annual Assessments.

(a) Initial amount. The initial annual assessment, commencing January 1, 1973, shall be:

- (1) One Hundred Eighty Dollars (\$180.00) for each assessable Living Unit owned by a Class A Member; and,
- (2) Ninety Dollars (\$90.00) for each assessable Living Unit owned by a Class B Member.

(b) Charges in initial amount. On or after January 1, 1975, the initial annual assessment may be increased or decreased by the Board of Directors of the Association after considering current maintenance costs and future needs of the Association provided, however, that the annual assessment for each Living Unit may not:

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(1) Unless a greater amount is approved by the holders of not less than two-thirds (2/3) of the total number of votes entitled to be cast by all Members voting in person or by proxy at a meeting duly called for such purpose, exceed the greater of (1) the applicable amount set forth for each Class in Subsections 5.4(a)(1) and (2), and (ii) one hundred five percent (105%) of the applicable annual assessment for the preceding year for Living Units owned by Members of such Class, or

(2) Be less than the amount set forth in Subsections 5.4(a)(1) and (2) so long as any loan or cash advance to the Association is outstanding.

The limitations of this Section 5.4 shall not apply to any change in the assessments occurring as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Section 2.2 hereof.

Notwithstanding anything herein to the contrary, the annual assessment of any Living Unit with respect to which an exterior maintenance cost has been incurred by the Association pursuant to Section 8.1, shall be increased by the amount of such cost as provided in Section 8.2.

Section 5.5 Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 5.4 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that (i) not more than one such special assessment may be levied during any one calendar year and (ii) such special assessment shall have been consented to by not less than two-thirds (2/3) of the total number of votes entitled to be cast by all Members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Notwithstanding any provision of the Association's Articles of Incorporation to the contrary, the quorum required for any action authorized by this Section 5.5 shall be as follows:

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the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessment now or hereafter due and payable.

Section 5.9 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Properties as defined in Section 1.1 hereof; (iii) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption; (iv) all properties owned by Class C Members; and (v) the Golf Course Property.

Notwithstanding any provisions herein, except for the property referred to in clause (v) of this Section 5.9, no land improvements actually devoted to dwelling use shall be exempt from said assessments, charges or liens, including Living Units owned by Class C Members.

Section 5.10 Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Living Unit for each assessment period and shall, at that time, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the offices of the Association and shall be open to inspection by any Owner.

Written notice of each assessment shall be sent to every Owner subject thereto.

Section 5.11 Use of Assessment Funds by the Developer. The Developer, until the time the Association is activated, may use any part or all of said assessments for the purposes set forth in Section 5.2. The Developer shall account to the Association for any sums so expended and shall deliver to the Association the balance of any such funds upon activation of the Association.

ARTICLE VI

ARCHITECTURAL REVIEW BOARD

Section 6.1 Formation. The Developer shall, upon the recording of this Declaration, immediately form a committee known as the "Architectural Review Board" (the "ARB"). The ARB shall function as follows:

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(a) Composition. Initially, the ARB shall consist of five (5) persons designated by the Developer and shall include at least one (1) architect and one (1) representative of DEVELOPMENT ENTERPRISES, INCORPORATED. The ARB shall maintain this composition until the Association has been activated. Upon the activation of the Association, the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board, provided, however, that in its selection, the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as the Developer owns any Lots in The Properties or has not completed the General Plan of Development for the entire area owned by the Developer. The Board of Directors shall also be obligated to appoint at least one (1) architect to the ARB and one (1) homeowner Member of the Association. Neither the Association, the Board of Directors of said Association, nor the Members of the Association, shall have the authority to amend or alter the number of members of the ARB which is irrevocably herein fixed at five (5) members. A quorum of the ARB shall be three (3) members. No decision of the ARB shall be binding without a quorum present and an affirmative vote by a majority of the members present.

(b) Duties. The ARB shall have the following duties and powers:

(1) to promulgate from time to time residential planning criteria for The Properties. However, any such planning criteria shall be set forth in writing and made known to all Owners and to all prospective Members of the Association. Any residential planning criteria promulgated by the ARB shall be subject to final approval by the Association. Said residential planning criteria shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(2) to approve all improvements of any kind or description to be erected, constructed, or maintained upon The Properties and to approve any exterior additions to or changes or alterations therein. No improvements of any kind or description whatsoever shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction of any lot or Living Unit in The Properties until the complete

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plans and specifications and a plot plan showing the location of the structure have been approved by the ARB. Two complete sets of plans and specifications showing the nature, time, shape, height, materials, and location of such proposed improvements must be furnished to the ARB and approved in writing by the ARB as to (i) quality of design, workmanship and materials, (ii) the harmony of the external design, and (iii) location in relation to surrounding structures, topography and finished grade elevations, prior to the commencement of any construction thereof. If found to be in compliance with the restrictions set forth herein and the criteria established by the ARB, and, in the opinion of the ARB, consistent with the planned development of The Properties and contiguous lands thereto, one set of plans and specifications shall be returned to the Owner or builder marked "Approved by the Architectural Review Board of the Highlands Homeowners' Association." Such approval shall be dated and shall not be effective for construction commenced more than six (6) months after the approval date. If no action is taken by the ARB within thirty (30) days after their delivery to the ARB, they shall be deemed approved on the thirtieth (30th) day following such delivery provided that such plans and specifications do not alter the land uses for such property contemplated on any existing PUD Plan and subject to the right of the Association to enjoin any construction that does not comport with the restrictions set forth herein. The ARB may require payment of a cash fee, not to exceed fifty dollars (\$50) with respect to any one Living Unit or structure, to partially compensate for the expense of reviewing plans and specifications, such fee to be payable at the time the plans are submitted for review; and

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

(4) notwithstanding anything contained herein to the contrary, the ARB may not limit densities below those approved by the City of Winter Springs (formerly, "Village of North Orlando") for the PUD Plan referred to in Section 2.1.

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ARTICLE VII

GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 7.1 Only Residential Purposes. No Lot or Living Unit zoned residential shall be used in whole or in part for anything other than residential purposes, provided however, that each builder or developer may maintain model Living Units. Other than conducting the sale of Living Units, no trade, traffic or business of any kind, whether professional, commercial, industrial or manufacturing shall be engaged in or carried on upon The Properties or any part thereof; no hospital, sanitarium, church, private school, riding academy, tavern or any institution of similar or like character shall be conducted or maintained on The Properties, nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to The Properties.

Section 7.2 Temporary Buildings. No tent, shack, trailer, house trailer, garage or other outbuilding shall at any time be used on any Lot as a residence or living quarters, either temporarily or permanently, and no building or dwelling of a temporary character shall be permitted, except during phases of construction as permitted by the ARB.

Section 7.3 Animals, Birds, and Fowls. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in any Living Unit, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. In the event of dispute as to the reasonability of the number of such cats, dogs, or household pets kept upon The Properties, the decision and opinion of the ARB shall control.

Section 7.4 Laundry. No clothes, sheets, blankets or other articles shall be permitted to be or otherwise displayed on any part of The Properties except in a service yard or yard enclosed by a lattice, fence or other screening device approved by the ARB.

Section 7.5 Aerials. No radio or television or other aerial, antenna, tower or transmitting or receiving aerial, or support thereof shall be erected, installed, placed or maintained upon any Lot or Living Unit or upon any building or structure, except those devices which may be erected, installed, placed, or maintained and used under eaves or entirely within the enclosed portion of the individual dwelling unit or garage; and in no event shall such devices protrude above the highest point of the dwelling or Living Unit situated upon such Lot.

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Section 7.11 Fences. No wire or chainlink fence shall be constructed or permitted on any Lot other than as may be approved by the ARJ for recreational or other facilities located on the Common Properties.

Section 7.12 No Carports. Except for Condominium units, no carports shall be constructed or permitted.

Section 7.13 No Wells. No water supply wells shall be constructed or permitted.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 8.1 Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide exterior maintenance upon any vacant lot or upon any improved lot, subject, however, to the following provisions: Prior to performing any maintenance on a vacant lot or improved lot the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of The Properties and shall furnish thirty (30) days prior written notice to the Owner of such property at his last address listed in the Association's record (or if the vacant lot or improved lot is subject to the control of a local association other than the Association, such notice shall be given to such local association with a copy to the individual Owner) stating that unless certain specified repairs or maintenance are completed within said thirty (30) day period, the Association shall make said necessary repairs and charge the same to the local association or Owner as appropriate. Upon the failure of the Owner or local association to act within said period of time, the Association shall have the right to enter in or upon any such lot or to hire personnel to do so to make such necessary repairs or maintenance as specified in the written notice. In this connection, the Association may, but shall not be limited to painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, walks and other exterior improvements.

Section 8.2 Assessment of Cost. The cost of any exterior maintenance accomplished pursuant to Section 8.1 shall be assessed against the Lot or Lots upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which the Living Unit(s) on

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such Lot(s) are or may become subject to Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner of such Living Unit(s) and shall become due and payable in all respects as provided in Article V hereof.

ARTICLE IX

PARTY WALLS

Section 9.1 General Rules of Law to Apply. Each wall that is built as part of the original construction of any building upon The Properties and placed on the dividing line between Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article IX, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 9.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 9.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 9.4 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 9.5 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

Section 9.6 Local Association Conflicts. Should any area within the Association form a local association such as a Condominium Association, any of the Sections contained in this Article IX which conflict with such local association's Declaration of Condominiums, shall be null and void and of no further force or effect as to such local association.

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ARTICLE X

AMENDMENT

Section 10.1 Consent Required. This declaration may be amended by obtaining the written consent of Members representing not less than two-thirds (2/3) of the total number of votes entitled to be cast by all Members, provided, however, that so long as it is a Member, the Developer may amend these covenants and restrictions without such vote for the purpose of curing any ambiguities or inconsistencies among or between the provisions contained herein and make any reasonable amendments thereto so long as such amendments conform to the general purposes and standards of the covenants and restrictions contained herein and so long as such amendments do not diminish or dilute the rights of the Members of the Association in any manner.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Duration. 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 land 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 unless an instrument is signed by members representing not less than two-thirds (2/3) of the total number of votes entitled to be cast by all members has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 11.2 Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the local association or person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 11.3 Conflicts. Should any area within the Association form a local association such as a Condominium Association, any provisions herein which are in conflict with or violate the Florida Statutes relating to condominiums shall be null and void and of no further force or effect but only as to such local association.

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Section 11.4 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 11.5 Severability. The invalidity, violation, abandonment or waiver of any one or more of or any part of the covenants, restrictions or other provisions hereof, either as to all or any part of The Properties, shall not affect or impair such covenants, restrictions or other provisions hereof as to the remaining parts of The Properties and shall not affect or impair the remaining covenants, restrictions or other provisions hereof or parts thereof as to all The Properties.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed and delivered as of the 20<sup>th</sup> day of February, 1973.

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Signed, sealed and delivered  
in the presence of:

Edward J. [Signature]

FLORIDA LAND COMPANY

By: Robert N. Dosh (SEAL)  
PRESIDENT

Gregory S. Buehett

Attest: Harold J. [Signature] (SEAL)  
SECRETARY

Signed, sealed and delivered  
in the presence of:

DEVELOPMENT ENTERPRISES, INCORPORATED

Warren E. Williams

By: Robert N. Dosh (SEAL)  
Vice President

Grace M. [Signature]

Attest: William E. [Signature] (SEAL)  
Assistant Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, personally appeared Robert N. Dosh  
and Harold J. [Signature], to me well known and known to me to be  
the Vice President resident and Secretary respectively  
of FLORIDA LAND COMPANY and who executed the foregoing instrument and  
acknowledged before me that they executed the same on behalf of the  
corporation for the purposes therein expressed.

WITNESS my hand and official seal this 20<sup>th</sup> day of  
February, 19 73.



(NOTARY SEAL)

Lillian M. Allen  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 17, 1976

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, personally appeared Bruce Devlin  
and Warren E. Williams, to me well known and known to me to be  
the Vice President and Assistant Secretary respectively  
of DEVELOPMENT ENTERPRISES, INCORPORATED and who executed the fore-  
going instrument and acknowledged before me that they executed the  
same on behalf of the corporation for the purposes therein expressed.

WITNESS my hand and official seal this 15<sup>th</sup> day of  
February, 19 73.



(NOTARY SEAL)

Harold J. [Signature]  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Sept. 3, 1974  
Issued by American Bar & Company Co.

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DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

EXHIBIT "A"

A tract of land lying in Blocks "C" and "D" of D. R. MITCHELL'S SURVEY OF THE MOSES E. LEVY GRANT, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida; said tract being more particularly described as follows: Begin at the Southeast corner of lot 6, Block 16, of North Orlando Ranches Section 11, as recorded in Plat Book 13, Page 23, of the Public Records of Seminole County, Florida; said point of beginning also being the Southwest corner of Lot 18, Block "C" of the aforesaid D. R. MITCHELL'S SURVEY OF THE MOSES E. LEVY GRANT and the Southwest corner of Oviedo Farms, as recorded in Plat Book 6, Page 86, of the Public Records of Seminole County, Florida; thence run Westerly along the North line of Block 16 of said North Orlando Ranches Section 11, and the South line of the said Oviedo Farms to an intersection with the Southwesterly right of way of State Road 419; thence run Southeasterly along the Southwesterly right of way of said State Road No. 419, to an intersection with the Southeasterly right of way of Edgemon Avenue, according to the plat thereof as recorded in Plat Book 13, Page 23, of the Public Records of Seminole County, Florida; thence run Southwesterly along the southeasterly right of way of Edgemon Avenue to an intersection with the Northeasterly right of way of North Third Street as recorded in North Orlando Fifth Addition, according to the plat thereof as recorded in Plat Book 13, Page 78, of the Public Records of Seminole County, Florida; thence run Northwesterly on the Northwesterly extension of the Northeasterly right of way of said North Third Street, across Edgemon Avenue to an intersection with the Northwesterly right of way of said Edgemon Avenue; thence run Northeasterly along the Northwesterly right of way of Edgemon Avenue as recorded in said Plat Book 13, Pages 78 and 23, to the Southerly corner of Lot 17, Block 18 of said North Orlando Ranches Section 11; thence run Northwesterly along the Southwesterly side of Block 18 of said North Orlando Ranches Section 11, to the Southeasterly corner of Block 19 of said North Orlando Ranches Section 11; thence run Southwesterly along the Southerly line of said Block 19, to the Southwest corner of said Block 19; thence run Southwesterly to the Northwest corner of Lot 1, Block 3, of said North Orlando Fifth Addition, thence run Southerly and Southwesterly along the West line of Lot 1, Block 3, across North Third Street and along the Westerly lines of Lots 1 through 13 Block 2, of said North

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Orlando Fifth Addition, to the Northeasterly right of way of North First Street as recorded in North Orlando First Addition, according to the plat thereof as recorded in Plat Book 12, Page 24 of the Public Records of Seminole County, Florida; thence run Southwesterly across said North First Street, to the Northwest corner of Lot 1, Block 26, of said North Orlando First Addition; thence run Southwesterly along the Westerly lines of Lots 1 through 7, Block 26, of said North Orlando First Addition, to an intersection with the North line of Lot 2, Block 28, of North Orlando Eighth Addition according to the plat thereof as recorded in Plat Book 14, Page 9 of the Public Records of Seminole County, Florida; thence run Northwesterly and Southwesterly along the North line of said Block 28, to the Northwest corner of Lot 6, Block 28; thence run Southerly along the West side of Block 28 along and across first Court and along the West side of Block 29 of said North Orlando Eighth Addition, to the Northerly right of way of State Road No. 434, also being Longwood-Oviedo Road; thence run Westerly along the Northerly right of way of State Road No. 434 to an intersection with the East line of Lot 56, Block "D" of the aforesaid D. R. MITCHELL'S SURVEY OF THE MOSES E. LEVY GRANT; thence run Northerly along the said East line of Lot 56, Block "D", to the Northeast corner of said Lot 56, Block "D"; thence run Westerly along the North line of said Lot 56, Block "D" a distance of 300.00 feet; thence run Southerly parallel with the East line of said Lot 56, Block "D" to an intersection with the Northerly right of way of said State Road No. 434; thence run Northwesterly, Northeasterly, Northwesterly, Southwesterly and Northwesterly along the Northerly right of way of State Road 434, to an intersection with the East line of Lot 57, Block "D" of the aforesaid D. R. MITCHELL'S SURVEY OF THE MOSES E. LEVY GRANT, thence run Northerly along the East line of said Lot 57, Block "D", to the Northeast corner of said Lot 57; thence run westerly along the North line of Lot 57, Block "D" and the South line of Lot 15, Block "D" of the aforesaid D. R. MITCHELL'S SURVEY OF THE MOSES E. LEVY GRANT, to an intersection with the Northerly right of way of State Road No. 434; thence run Northwesterly along the Northerly right of way of said State Road No. 434, to an intersection with the west line of the aforesaid Lot 15, Block "D", also being the east line of Lot 16, Block "D"; thence run Northeasterly along the East line of Lot 16, Block "D", and the east line of Lot 16, Block "C" to the Northeast corner of said Lot 16, Block "C", said point also being on the South line of Lot 21, Block "C"; thence run easterly along the South line of said Lot 21, Block "C" to the East line of said Lot 21, Block "C", also being the West line of North Orlando Ranches Section 13, according to the plat thereof as recorded in Plat Book 13, Page 40, of the Public Records of Seminole County, Florida; thence run Northerly along the East line of Lots 21 and 24, Block "C" of the aforesaid D. R. MITCHELL'S SURVEY OF THE MOSES E. LEVY GRANT; also being the West lines of North Orlando Ranches Section 13, as recorded in Plat Book 13, Page 40, and North Orlando Ranches Section 14, as recorded in Plat Book 13, Page 50 of the Public Records

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of Seminole County, Florida, and the West line of Lot 23, Block "C", of said D. R. MITCHELL'S SURVEY OF THE MOSES E. LEVY GRANT, to an intersection with the North line of said MOSES E. LEVY GRANT; thence run northeasterly and Southeasterly along the Northerly line of said MOSES E. LEVY GRANT to the East line of Lot 19, Block "C", said D. R. MITCHELL'S SURVEY OF THE MOSES E. LEVY GRANT, and the West line of the said Oviedo Farms; thence run Southerly along the West line of said Oviedo Farms and the East lines of said Lot 19, Block "C", and the North Orlando Ranches Section 15, according to the plat thereof as recorded in Plat Book 13, Page 52 of the Public Records of Seminole County, Florida, the North Orlando Ranches Section 12, according to the Plat thereof as recorded in Plat Book 13, Page 25 of the Public Records of Seminole County, Florida, and the said North Orlando Ranches Section 11, to the Point of Beginning. All lying and being in the Village of North Orlando, Seminole County, Florida, and containing 553.41 acres more or less.

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Show the following described property:

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NORTH ORLANDO HIGHLANDS GOLF COURSE PARCEL #1:

From the Southwest corner of North Orlando Ranches Section 13, as recorded in Plat Book 13, page 40, Public Records of Seminole County, Florida, run thence N. 12°54'04" E. along the West line of said North Orlando Ranches Section 13 a distance of 383.37 feet; thence run S. 77°05'56" E. 408.67 feet to the point of beginning; run

- thence N. 31°25'46" E. 299.28 feet
- thence S. 73°38'09" E. 92.85 feet
- thence N. 51°20'25" E. 128.06 feet
- thence N. 88°21'48" E. 350.14 feet
- thence N. 55°50'25" E. 338.38 feet
- thence N. 89°04'33" E. 310.04 feet
- thence S. 49°45'49" E. 170.29 feet
- thence S. 01°19'56" W. 430.12 feet
- thence S. 15°41'21" E. 706.32 feet
- thence S. 23°49'27" E. 420.86 feet
- thence S. 23°37'46" W. 87.32 feet
- thence S. 60°11'43" W. 593.51 feet
- thence S. 31°45'34" W. 246.98 feet
- thence S. 15°30'18" W. 804.27 feet
- thence S. 75°44'09" W. 408.74 feet to the point of curvature

of a curve concave Northeasterly, having a radius of 892.98 feet, a central angle of 18°05'20" and a tangent bearing of N. 20°56'51" W.; run thence Northwesterly along the arc of said curve 281.92 feet to the point of tangency; run

- thence N. 86°44'45" E. 177.69 feet
- thence N. 13°45'39" E. 973.86 feet
- thence N. 66°56'19" E. 548.86 feet
- thence N. 10°00'29" E. 172.63 feet
- thence N. 26°05'08" W. 557.03 feet
- thence N. 03°00'46" E. 550.47 feet
- thence N. 81°52'12" W. 212.13 feet
- thence S. 37°34'07" W. 492.04 feet
- thence S. 28°16'45" W. 624.44 feet to the point of curvature

of a curve concave Southwesterly, having a radius of 434.78 feet, a central angle of 07°43'46", and a tangent bearing of N. 57°19'09" W.; run thence Northwesterly along the arc of said curve 58.65 feet to the point of tangency; run

- thence N. 65°02'55" W. 72.00 feet
- thence N. 60°19'39" E. 83.41 feet
- thence N. 12°29'25" E. 809.15 feet
- thence N. 69°26'38" W. 85.44 feet
- thence S. 66°48'05" W. 304.63 feet
- thence S. 87°48'40" W. 110.23 feet to the point of beginning.

LESS (From the Southwest corner of North Orlando Ranches Section 13, as recorded in Plat Book 13, page 40, Public Records of Seminole County, Florida, run thence N. 12°54'04" E. along the West line of said North Orlando Ranches Section 13, a distance of 383.37 feet; run thence S. 77°05'56" E. 408.67 feet; run thence N. 31°25'46" E. 257.86 feet to the point of beginning; thence continue N. 31°25'46" E. 41.42 feet; run

- thence S. 73°38'09" E. 100.80 feet
- thence N. 88°21'48" E. 321.67 feet
- thence S. 81°52'12" E. 542.34 feet
- thence N. 08°07'48" E. 257.23 feet
- thence N. 65°01'44" E. 182.00 feet
- thence S. 49°45'49" E. 44.06 feet
- thence S. 65°01'44" W. 178.81 feet
- thence S. 08°07'48" W. 275.60 feet
- thence N. 81°52'12" W. 578.94 feet
- thence S. 88°21'48" W. 324.56 feet
- thence N. 73°38'09" W. 117.91 feet to the point of beginning.)

Containing 35.1452 acres, more or less.

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And also less:

NORTH ORLANDO HIGHLANDS GOLF COURSE PARCEL #2:

From the Southwest corner of North Orlando Ranches Section 13, as recorded in Plat Book 13, page 40, Public Records of Seminole County, Florida, run thence N. 12°54'04" E. along the West line of said North Orlando Ranches Section 13, a distance of 118.68 feet; thence run S. 89°56'10" E. 310.52 feet to a point on a curve concave North-easterly, having a radius of 596.12 feet, a central angle of 74°54'06", and a tangent bearing of S. 09°51'11" W.; run thence Southeasterly along the arc of said curve, 62.56 feet to the point of tangency; thence continue along the arc of said curve, 62.56 feet to the point of tangency; run thence S. 65°02'55" E. 72.00 feet to the point of curvature of a curve concave Southwesterly, having a radius of 354.78 feet and a central angle of 05°43'37"; run thence Southeasterly along the arc of said curve 35.46 feet to the point of tangency; run

- thence S. 10°29'27" W. 441.65 feet
- thence S. 25°46'10" W. 161.01 feet
- thence S. 62°17'11" W. 892.37 feet
- thence S. 44°05'26" E. 222.77 feet
- thence N. 77°54'19" E. 214.77 feet
- thence S. 81°24'59" E. 268.00 feet
- thence S. 46°32'53" E. 261.73 feet
- thence S. 12°05'41" E. 143.18 feet
- thence N. 85°11'58" E. 144.76 feet to the point of curvature

of a curve concave Northeastly, having a radius of 972.98 feet, a central angle of 16°08'49" and a tangent bearing of S. 04°48'02" E.; run thence Southeasterly along the arc of said curve 274.20 feet to the point of reverse curvature concave Westerly, having a radius of 830.23 feet, a central angle of 07°04'14" and a tangent bearing of S. 20°56'51" E.; run thence along the arc of said curve 102.45 feet to the point of tangency; run

- thence S. 57°38'53" W. 89.70 feet
- thence S. 77°11'05" W. 364.01 feet
- thence S. 40°36'05" E. 92.20 feet
- thence S. 32°58'10" W. 220.51 feet
- thence S. 01°34'10" E. 365.14 feet
- thence S. 82°40'26" E. 140.95 feet to the point of curvature of

a curve concave Southeasterly, having a radius of 1545.74 feet, a central angle of 08°42'07" and a tangent bearing of S. 13°25'31" W.; run thence along the arc of said curve 234.76 feet to the point of tangency; run

- thence South 112.94 feet
- thence S. 87°14'54" W. 235.00 feet
- thence S. 14°44'05" W. 360.30 feet to the Northeast corner of

Lot 56, Block "D", D. R. Mitchell's Survey of Moses E. Levy Grant, as recorded in Plat Book 1, page 5, Public Records of Seminole County, Florida; run thence N. 89°59'34" W. along the North line of said Lot 56, 300.00 feet; run thence S. 00°49'13" E. 179.30 feet to a point on the North right of way line of State Road No. S-434 (Longwood Wagner Road); run thence the following courses along said North right of way line;

- thence N. 82°53'31" W. 220.74 feet
- thence N. 07°06'29" E. 10.00 feet
- thence N. 82°53'31" W. 200.06 feet
- thence S. 07°06'29" W. 10.00 feet
- thence N. 82°53'31" W. 285.90 feet to a point on the East line

of Lot 57, Block "D" of said D. R. Mitchell's Survey of the Moses E. Levy Grant; thence leaving said road right of way line, run N. 00°49'13" W. along the East line of said Lot 57, 91.80 feet to the Northeast corner of the aforesaid Lot 57; run thence N. 80°55'34" W. along the North line of said Lot 57 a distance of 735.75 feet to a point on the aforesaid North right of way line of State Road No. S-434; run thence N. 82°53'31" W. along said North right of way line 614.65 feet to a point on the West line of Lot 15, Block "D", said D. R. Mitchell's Survey of Moses E. Levy Grant; thence leaving said North right of way line of State Road No. S-434; run thence N. 11°49'30" E. along the aforesaid West line of Lot 15, 1976.51 feet; run thence N. 86°53'33" E. 669.49 feet to a point on the East line of a 175 foot wide Florida Corporation Easement, as recorded in O. R. Book 353, page 51, Public Records of Seminole County, Florida, run thence N. 03°06'27" W. along the East line of said easement, 2056.41 feet; run

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- thence S. 89°56'10" E. 975.99 feet
- thence S. 00°27'30" W. 265.97 feet
- thence S. 21°30'43" E. 261.09 feet
- thence S. 39°24'55" W. 389.75 feet
- thence S. 25°10'25" W. 200.00 feet
- thence S. 30°57'50" E. 116.62 feet
- thence N. 83°17'25" E. 171.17 feet
- thence N. 45° E. 438.41 feet
- thence N. 23°11'55" E. 304.63 feet
- thence N. 38°17'22" E. 223.59 feet to the point of beginning.

LESS (From the Southwest corner of North Orlando Ranches Section 13, as recorded in Plat Book 13, page 40, Public Records of Seminole County, Florida; run thence along a projection on the West line of said North Orlando Ranches Section 13, S. 12°54'04" W. 147.05 feet; thence West 188.07 feet to the point of beginning, run

- thence S. 01°47'24" E. 160.08 feet
- thence S. 48°56'43" E. 205.55 feet
- thence S. 30°27'56" W. 98.62 feet
- thence N. 77°54'19" W. 71.59 feet
- thence S. 13°45'39" W. 252.24 feet
- thence S. 41°59'14" E. 67.27 feet
- thence S. 13°37'37" W. 339.56 feet
- thence S. 48°21'59" W. 60.21 feet
- thence S. 29°44'42" W. 80.62 feet
- thence S. 08°44'46" W. 65.76 feet
- thence S. 20°33'22" W. 85.44 feet
- thence S. 06°42'35" W. 85.59 feet
- thence S. 69°26'38" E. 42.72 feet
- thence N. 40°14'11" E. 170.29 feet
- thence N. 13°14'26" E. 87.32 feet
- thence N. 66°02'15" E. 49.24 feet
- thence S. 29°21'28" E. 91.79 feet
- thence N. 85°14'11" E. 120.42 feet
- thence S. 18°26'06" E. 31.62 feet
- thence S. 49°45'49" W. 340.59 feet
- thence N. 67°22'48" W. 65.00 feet
- thence S. 50°11'40" W. 117.15 feet
- thence S. 23°11'55" W. 76.16 feet
- thence S. 33°41'24" W. 72.11 feet
- thence S. 15°56'43" W. 72.80 feet
- thence S. 33°41'24" E. 108.17 feet
- thence South 30.00 feet
- thence S. 45° E. 28.28 feet
- thence N. 51°20'25" E. 64.03 feet
- thence East 60.00 feet
- thence S. 21°48'05" E. 53.85 feet
- thence N. 84°17'22" E. 100.50 feet
- thence S. 21°48'05" E. 107.70 feet
- thence S. 71°33'54" E. 94.87 feet
- thence N. 56°18'36" E. 144.22 feet
- thence N. 24°46'31" E. 71.59 feet
- thence N. 37°34'07" W. 82.01 feet
- thence N. 38°39'35" E. 96.05 feet
- thence S. 40°36'05" E. 184.39 feet
- thence N. 88°34'04" E. 200.06 feet
- thence S. 56°30'17" E. 407.71 feet
- thence S. 02°23'09" E. 240.21 feet
- thence S. 68°44'58" E. 96.57 feet
- thence S. 37°11'05" W. 364.01 feet
- thence S. 63°26'06" W. 134.16 feet
- thence N. 33°41'30" W. 126.19 feet
- thence N. 54°43'39" W. 251.10 feet
- thence N. 39°48'20" W. 195.26 feet
- thence N. 15°15'18" W. 114.02 feet

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and also less:

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thence N. 76°36'27" W. 215.57 feet  
 thence N. 50°11'40" W. 78.10 feet  
 thence S. 71°33'54" W. 63.24 feet  
 thence N. 80°32'16" W. 121.66 feet  
 thence N. 42°30'38" W. 81.39 feet  
 thence N. 15°31'27" W. 93.41 feet  
 thence N. 66°22'14" W. 87.32 feet  
 thence N. 38°09'26" W. 178.04 feet  
 thence N. 12°20'21" W. 163.78 feet  
 thence N. 03°48'51" E. 75.17 feet  
 thence N. 78°41'24" W. 101.98 feet  
 thence N. 08°44'46" E. 65.76 feet  
 thence N. 75°10'25" E. 175.86 feet  
 thence N. 09°27'44" E. 182.48 feet  
 thence N. 21°48'05" W. 161.55 feet  
 thence N. 68°11'55" W. 215.41 feet  
 thence N. 03°43'53" E. 230.49 feet  
 thence N. 87°30'38" E. 115.11 feet  
 thence N. 33°41'24" E. 144.22 feet  
 thence N. 45° E. 63.64 feet  
 thence S. 80°32'16" E. 30.41 feet  
 thence N. 35°32'16" E. 43.01 feet  
 thence N. 12°31'44" W. 46.10 feet  
 thence S. 84°05'38" W. 145.77 feet  
 thence N. 08°44'46" W. 131.53 feet  
 thence N. 69°46'30" W. 101.24 feet  
 thence N. 02°17'26" W. 125.10 feet  
 thence N. 74°21'28" E. 129.81 feet  
 thence N. 45° E. 84.85 feet  
 thence N. 88°29'33" E. 190.07 feet  
 thence N. 45° E. 155.56 feet  
 thence S. 77°28'16" E. 92.19 feet to the point of beginning.

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DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS

EXHIBIT "B"

**APARTMENT SITE NO. FOUR:** From the Southwest corner of North Orlando Ranches Section 13, as recorded in Plat Book 13, page 40, Public Records of Seminole County, Florida, run thence N. 12°54'04" E. along the West line of said North Orlando Ranches Section 13, a distance of 383.37 feet; thence run S. 77°05'56" E. 408.67 feet to the point of curvature of a curve concave Northeasterly, having a radius of 516.12 feet, a tangent of 578.04 feet, a central angle of 96°28'41" and a tangent bearing of S. 31°25'46" W.; run thence Southerly along the arc of said curve a distance of 869.07 feet to the point of tangency; run thence S. 65°02'55" E. 72.00 feet to the point of curvature of a curve concave Southwesterly, having a radius of 434.78 feet and a central angle of 25°28'44"; run thence Southeasterly along the arc of said curve 193.34 feet to the point of beginning; run thence N. 41°30'00" E. 503.23 feet; run thence S. 72°38'21" E. 468.18 feet; run thence S. 26°05'08" E. 321.00 feet; run thence S. 10°00'29" W. 172.63 feet; run thence S. 66°56'19" W. 548.86 feet; run thence S. 13°45'39" W. 973.86 feet; run thence S. 86°44'45" W. 177.69 feet to the point of curvature of a curve concave Easterly having a radius of 892.98 feet, a central angle of 22°14'35" and a tangent bearing of N. 02°51'31" W.; run thence Northerly along the arc of said curve 346.67 feet to the point of tangency; run thence N. 19°23'04" E. 302.26 feet to the point of curvature of a curve concave Westerly having a radius of 806.13 feet and a central angle of 56°00'18"; run thence Northerly along the arc of said curve 787.97 feet to the point of a compound curve concave Southwesterly having a radius of 434.78 feet and a central angle of 02°56'57"; run thence Northwesterly along the arc of said curve a distance of 22.38 feet to the point of beginning. All of the above described being in Seminole County, Florida, containing 15.8040 acres, more or less.

AND,

**APARTMENT SITE NO. FIVE:** Beginning at the Northeast corner of Lot 56, Block "D", D. R. Mitchell's Survey of Levy Grant, as recorded in Plat Book 1, page 5, Public Records of Seminole County, Florida, run thence S. 0°49'13" E. along the East side of said Lot 56 a distance of 210.36 feet to a point on a curve on the Northerly right-of-way line of State Road No. S-434, concave Northerly, with a tangent bearing of S. 86°41'21" E., a tangent of 42.72 feet, a radius of 2870.65 feet and a central angle of 1°42'19"; run thence Easterly along the arc of said curve and said right-of-way line a distance of 85.44 feet to the point of tangency; run thence S. 88°23'40" E. 91.24 feet; thence leaving said right-of-way line N. 01°36'20" E. 721.75 feet to the point of curvature of a curve concave Easterly with a radius of 1545.74 feet, a central angle of 3°07'04", and a tangent of 42.07 feet; run thence Northerly along the arc of said curve a distance of 84.11 feet to the point of tangency; thence S. 87°14'54" W. 112.94 feet; run thence South 235.00 feet; thence S. 14°44'05" W. 360.30 feet to the point of beginning, containing 2.6320 ± acres.

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