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This document prepared by:

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MOSS PLACE**

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOSS PLACE (hereinafter referred to as the "Declaration") made on the date hereinafter set forth by WYMAN FIELDS FOUNDATION INC. (hereinafter referred to as "Declarant") with the principal mailing address of

WITNESSETH:

WHEREAS, Declarant is the record owner in fee simple of certain real property located in Seminole County, Florida, which land has been platted and which plat is recorded in Plat Book 59 Page 25 of the Public Records of Seminole County, Florida.

WHEREAS, Declarant desires to develop the property as a subdivision known as "MOSS PLACE"; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities with the property and for the maintenance of water retention, drainage, buffer areas and common areas and exterior maintenance of all buildings, and to this end desires to subject the property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is an area for the benefit of the property and each subsequent owner of all or part thereof; and

WHEREAS, it is the intention of the Declarant to develop the property and refurbish residential housing units thereon and sell the same as attached single family residential units; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities within the property to create a homeowner's association to which shall be delegated Common Area properties of maintaining and administering certain designated Common Area properties and facilities within the property as well as the exterior of all buildings, which areas, where applicable, shall be specifically designated on the plat of the Subdivision, as hereinafter defined as common area other than the exterior of all residential buildings; administering and enforcing this Declaration, and collecting and disbursing the assessments and charges hereinafter created; and

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WHEREAS, Declarant has incorporated under the laws of the State of Florida, a non-profit corporation called MOSS PLACE HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as the "Association"), for the purposes of exercising the functions aforesaid;

NOW THEREFORE, the Declarant declares that all Property be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1
DEFINITIONS

Section 1. "Association" shall mean and refer to MOSS PLACE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Assessment" shall mean a share of the funds required for the payment of the common elements and other expenses incurred as defined herein and such assessments shall be borne by the unit owner.

Section 3. "ARC" shall mean the Architectural Control Committee appointed in accordance with Article VI, whose duties shall be as set forth in Article VI.

Section 4. "Common Area" shall mean all real property, including the improvements thereon, owned by the Association for the common use and enjoyment of the Members of the Association, whether acquired by purchase or conveyance from the Declarant, its successors or assigns, by the dedication on a plat or plats of the property or otherwise. The Common Area shall be identified by tract on the plat of the Property, and shall be subject to this Declaration and the dedication set forth on the plat. Common Area shall include all roadways and sidewalks within the subdivision and all Common Areas designated as such on the plat of the subdivision. All Common Areas is to be maintained by the Association and devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, persons occupying Dwelling Units (as hereinafter defined) on a guest or tenant basis, to the extent authorized by the Board of Directors of the Association.

Section 5. "Common Expenses" shall include: (a) expenses of administration and management of the Association's common area property; (b) expenses of maintenance, operation, repair or replacement of common area elements, and of the portions of units to be maintained by the Association; (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws; (d) any valid charge against the Association as a whole; and (e) reasonable reserves, whether held in trust or

by the Association, for repair, replacement or addition to the common elements or any other real or personal property acquired or held by the Association.

Section 6. "Common Surplus" means the amount by which the receipts of the Association including, but not limited to, assessments, rents, profits and revenues received on account of common elements, exceed the amount of common expenses. Provided, however, in the event that the Association contracts with a separate management corporation for management of the Association's common area and portion of the units for which the association is responsible, the portion of receipts of the Association representing fees contracted for and to be collected by said management corporation, shall not be considered as part of the common surplus.

Section 7. "Declarant or Developer" shall mean and refer to WYMAN FIELDS FOUNDATION, INC., its successors and assigns. All rights, powers and privileges granted to the Declarant by this Declaration or by the Articles of Incorporation and By-Laws of the Association shall be exercised by the Declarant in such manner as it may determine.

Section 8. "Dwelling Unit" shall mean and refer to any building or portion thereof constructed or reconstructed on a Lot and intended for use and occupancy as a single family residence susceptible to ownership in fee simple as to which Dwelling Unit a certificate of occupancy has been issued by the applicable governmental authorities, whether such Dwelling Unit is detached from or connected by a party wall or other structural element to other Dwelling Units.

Section 9. "Institutional Mortgage of Institutional First Mortgage shall include, but not be limited to a mortgage held by a bank, life insurance company, union pension fund authorized to do business in the State of Florida, savings and loan association, mortgage company, mortgage brokerage company, the Developer, an agency of the United States Government and the holder of any mortgage insured by any agency of the United States Government, such as Federal National Mortgage Association, FHLMC, Federal Housing Authority of the Veterans Administration. When an institutional first mortgage by some circumstance fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto, be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee. All references in this Declaration to a first mortgage shall be deemed to include an institutional first mortgage.

Section 10. "Lease" shall mean the grant, either oral or in writing, by a unit owner of a temporary right of use of said owner's unit for a valuable consideration.

Section 11. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties; provided, however, that there shall be excluded from the definition of Lot, the Common Area, Dedicated Areas and/or streets.

Section 12. "Member" shall mean and refer to any Owner of a lot who is a member of the Association.

Section 13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II
PROPERTY SUBJECT TO DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the provision of this Declaration is all of the property forming or being part of MOSS PLACE, which plat is recorded in Plat Book 59 Page 25-26 of the Public Records of Seminole County, Florida.

Section 1. Existing Property. The existing property subject to this Declaration is that real property within MOSS PLACE, as per plat thereof recorded in Plat Book 59 Page 25-26 through and inclusive of the Public Records of Seminole County, Florida.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a 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) All provisions of this Declaration, any plat of all or any part or parts of the Property; and the Articles of Incorporation and By-Laws of the Association;
- (b) rules and regulations adopted by the Association governing use and enjoyment of the Common Area;
- (c) the right of the Association to suspend the voting rights for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days of any infraction of its published rules and regulations;
- (d) the right of the Association to dedicate, sell 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 dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer signed by two-thirds (2/3) of the Lot Owners (excluding Declarant) has been recorded.

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

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 situated on the Common Area. There shall be reciprocal appurtenant easements for the maintenance, repair, and reconstruction of any party wall or walls, 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 or radio masts, towers, poles, antennas, aerials, or appurtenances thereto, shall be erected, constructed or maintained on any Lot.

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

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

Section 8. Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Lot or in the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Lot or in the Common Area, or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to or waste of, the Common Area or

any part thereof or of the exterior of the Properties and buildings shall be committed by any Owner or any Tenant or invitee of any Owner; and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by him or his Tenants or invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be permitted on any Lot or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Properties.

Section 9. Signs Prohibited. No sign of any kind shall be displayed to the public view on any Lot or the Common Area without the prior written consent of the Association, except 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.

Section 10. Parking. No Owner shall park, store, keep, repair, or restore any vehicle, boat, or trailer anywhere upon the Properties, provided, however that passenger automobiles and motor vehicles may be parked on the driveway area appurtenant to each Lot. No commercial vehicles which gross weight exceeds 1,000 lbs. shall be parked or stored on the properties.

Section 11. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or Common Area, except that domestic dogs, cats and other 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 and provided they comply with all governmental regulations.

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 the common sanitary facility provided by the association.

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 sub-contractors, 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 reconstruction work, 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 single family residential community and disposing of the same in parcels by sale, lease, or otherwise; or

(b) conducting thereon its or their business of completing the reconstruction work and establishing the Properties as a single family 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 sub-paragraphs, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

Section 15. 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.

Section 16. 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 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 in this Declaration. It is Developer's express intent that the fact that any Lot is shown or described as bounded by any artificial or natural monument on the Common Area shall not pass to the Owner of each Lot any rights therein, except as herein 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.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership and one vote 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.

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

(a) Class A. Class A members shall be all Owners with the exception of the Developer (except as provided below) and shall be entitled to one

(1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine; but in no event shall more than one (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 ninety days after 90 % of all Lots in the Development have been conveyed to members other than the Developer.

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 be 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 V
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 and control 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 and utility installations upon, over, under and through the Common Area.

Section 2. Exterior Maintenance. In addition to maintenance on the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, including patio fences, if any. Such maintenance shall include the mowing and other care of any lawn on any Lot, nor shall the Association's duty of exterior maintenance extend to glass surfaces, or replacement of exterior doors. Should an Owner neglect to maintain or replace any glass surfaces or exterior doors, then the Association 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 the Owner's Lot. In the event that the need for maintenance or repair is caused by the willful or negligent act of any Owner, or any member of any Owner's family or household, or any Owner's guest, invitees, or tenants, then the cost of such

maintenance or repairs shall be added to and become a part of the assessment against that Owner's Lot.

Section 3. Services. 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 person 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. The Association may arrange with others to furnish water, trash collection, sewer service and other common services to each Lot.

Section 4. Personal Property for Common Use. The Association may acquire and hold tangible 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 5. 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 Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 6. 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 7. Restriction on Capital Improvements. Except for replacement or repair of those items installed by Developer as part of the reconstruction 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-thirds (2/3) of the Owners.

Section 8. Insurance. The Association shall take out liability insurance on the common areas and such amounts of casualty insurance as the association deems necessary for its properties whether real or tangible and the association may insure the buildings comprising the individual units under a blanket casualty policy with the association as an additional insured to construct or reconstruct said buildings either partially or wholly destroyed by casualty and the cost of said insurance shall be part of the common expense assessed annually to the Lot Owners.

ARTICLE VI SEMINOLE CO., FL
COVENANT FOR ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of Assessments. The Developer, for each lot owned with 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 attorney's 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 attorney's 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 recreation, health, safety, and welfare of the residents in the Properties; for the improvement and maintenance of the Common Area, and of the exteriors of the buildings situated upon the Properties (as hereinabove provided); shall provide for the payment of insurance coverage to reconstruct the buildings, if destroyed in whole or in part by casualty, 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 recreation, health, safety, and welfare of the residents in the Properties.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the annual assessment shall not exceed \$1,200 per lot upon the transfer condition set forth hereafter.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by the Developer to an Owner, the annual assessment may be increased each year not more than fifteen percent (15%) above the assessment for the previous year without vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased above the fifteen percent (15%) by a vote of a majority of each Class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the amounts 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, on 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 be approved by the Developer.

Section 5. Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 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 notifying said members of the purpose of said meeting and action to be considered. At the first such meeting called, the presence of members or of proxies entitled to cast thirty-three and one third percent (33 1/3%) of all the votes in each class shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time without notice other than an announcement of the meeting until a quorum as aforesaid shall be present or be represented. 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. The Developer obligates itself to pay any operating expenses incurred by the association that exceed the assessments receivable from other members and other income of the association. That the Developer is excused from payment of its share of operating expenses and assessments related to any lots owned by it until such time as control of the association is turned over to the individual homeowners. 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 shall, as long as control has not been turned over to the individual homeowner. 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

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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.

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 the plat of Moss Place as recorded in Plat Book ~~39~~ Page ~~25~~²⁶ of the Public Records of Seminole County, Florida as common area 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 the plat 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. 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 Assessment. All sums assessed to any Lot pursuant to this Article, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except only for:

- (a) Liens of general and special taxes; and
- (b) A lien for all sums unpaid on a first Mortgage, or on any Mortgage to Developer, duly recorded, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument; and
- (c) Construction liens filed prior to the making of such assessments.

Except for said liens of general and special taxes, liens for all sums secured by a first Mortgage, and construction liens as more particularly defined in subparagraphs (a) through (c) hereof, all other lienors acquiring liens on any Lot after the recordation of this Declaration in the Public Records of Seminole County,

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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.

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 six percent (6%) 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.

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 attorney's 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 notice 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 this Section; and upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VII

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 more 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.

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Section 3. Alterations. Without limitation of the foregoing, no changes, alterations, additions 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 installed, improved, or made by Developer in connection with the reconstruction work, until the plans and specifications showing the nature, kind, shape, height, materials, locations, color and approximate cost of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding buildings and topography within the Properties by the Architectural Control Committee. 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 exterior door or glass surface shall be replaced 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 shall be deemed to have disapproved of the same. 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.

Section 5. Developer Consent. So long as Developer is a member of the Association, regardless of whether such membership is characterized as Class "A" or Class "B" membership, any and all actions of the Architectural Control

Committee must have the written approval of Developer unless such approval is waived in writing by Developer's authorized representative.

ARTICLE VIII **PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the buildings upon the Properties and placed on the dividing line between the Lots, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 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. In the event the association has taken casualty insurance to reconstruct said wall the proceeds of such insurance shall be used to restore said wall and the owners shall be responsible for the balance, if any.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it, and shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act caused the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. 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.

ARTICLE IX **INSURANCE**

Section 1. Obligation of Owners. Each Owner shall carry fire and extended coverage insurance on his Lot in the amount of the full insurable value (replacement value) of such Lot, and such policy or policies of insurance shall name the Association as a co-insured to the extent its interest may appear. Within thirty (30) days after acquiring title to a Lot, each Owner shall submit to the Association a certificate evidencing such insurance coverage and providing that

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the same cannot be cancelled without at least ten (10) days written notice to the Association. The foregoing provisions shall be inoperative if, and only if, the Association itself maintains such insurance on such Lot as part of a blanket or master policy insuring all or any portion of the Properties. Such master or blanket coverage may be maintained by the Association on any portion of the Properties, with the written consent of the Owners of all Lots in such portion; and, in such event, the costs of such coverage shall be specifically assessed prorata against each Lot enjoying the benefit thereof. Such blanket or master coverage may be maintained by the Association on all of the Properties if approved by three-fourths (3/4) of each class of members who are voting in person or by proxy at a meeting duly called for such purpose pursuant to notice given not less than thirty (30) days, nor more than sixty (60) days, in advance of such meeting. In such event, the cost of such blanket or master coverage may either be paid from general Association funds or may be specifically assessed prorata against each Lot within the Properties, in the discretion of the Association's Board of Directors. Notwithstanding the foregoing, no government agency as an Owner shall be required to carry insurance on any Lot.

Section 2. Association's Obligations. The Board of Directors shall provide public liability insurance and casualty insurance covering the Common Area and facilities in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on its officers and employees in such amounts as is determined by the Board of Directors to be necessary or desirable from time to time.

Section 3. Destruction and Reconstruction. In the event of a partial or total destruction of a building or buildings, the same shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction all Owners agree not to rebuild or repair. On reconstruction, the design, plan and specifications of any building or Lot may vary from that of the original upon approval of the Association, provided however, that the number of square feet of any Lot may not vary by more than five percent (5%) from the number of square feet for such Lot as originally constructed, and the location of the buildings shall be substantially the same as prior to the damage or destruction. In the event any Owner fails to rebuild or reconstruct the building which is located on his Lot pursuant to this Section, then and in such event the Association may undertake said reconstruction or rebuilding and levy a special assessment against such Lot for the cost thereof.

ARTICLE X 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,

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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 be the right to recover all costs and expenses incurred, including reasonable attorney's fees. In the event the Association enforces the provisions hereof against any Owner, the costs and expenses of such enforcement, including reasonable attorney's 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 way 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 attorney's 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 effect 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 twenty (20) years from the date of 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 twenty (20) 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, except as provided herein for annexation. 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 prior 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: annexation or additional Properties; dedication of Common Area, and amendment of this Declaration.

Section 5. Effect of Recording. Any Lot situated within the real property which is recorded in Plat Book 59 Page 2526 of the Public Records of Seminole County, Florida, 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.

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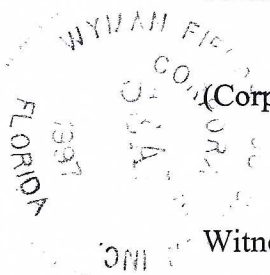
Section 6. Dedications. In the event any portion of the Common Area is dedicated for use by any public agency, or franchisee thereof, for the purpose of installing utility facilities servicing the Properties in, over, upon, or under the Common Area, then the provisions of this Declaration shall be inoperative to the extent that they conflict with the terms of such dedication. Each person or entity owning any utility installations in, over, upon, or under the Common Area is hereby granted a right of access over, across, and through the Common Area for the purpose of maintaining, repairing, and replacing the same. Subject to the requirements of Article II, Section 1, of this Declaration, 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.

**ARTICLE XI
CONFLICTS WITH LAW**

Nothing contained in these Declaration of Covenants, Conditions and Restrictions shall prohibit the application of local, state and federal law. To the extent of any conflict between the provisions of these Declaration of Covenants, Conditions and Restrictions any applicable local, state and federal law, the applicable local, state and federal law shall prevail and apply.

1) The Commission, as policy, has required a reserve fund to be held in escrow for the association once Class B membership is terminated. This has not been done.

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



(Corporate Seal)

Candace Birle, CEO
Wyman Fields Foundation, Inc.

Witness:

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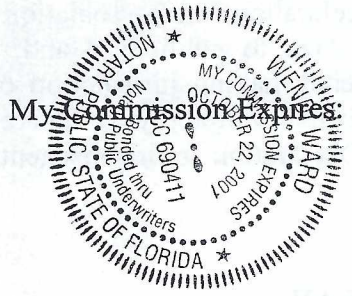
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STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 9th day of February, 2001 by CANDACE A. BIRLE, Chief EX. OFFICER & President of Wynar Fields Foundation on behalf of the corporation.

Wendi Ward
Notary Public

October 22, 2001



My Commission Expires: