

AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WILDWOOD PLANNED UNIT DEVELOPMENT

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This amended Declaration of Covenants, Conditions and Restrictions for Wildwood Planned Unit Development is made this _____ day of _____, 1979, by National Homes Construction Corporation, an Indiana corporation, herein called Declarant.

Whereas the Declarant has found it necessary to further amend the original Declaration of Covenants, Conditions and Restrictions for Wildwood Planned Unit Development dated August 29, 1973 and recorded in Official Records Book 944 at Pages 1455 through 1473 and amended Declaration of Covenants, Conditions and Restrictions dated October 2, 1978 and recorded in Official Records Book 1192 at Pages 0466 through 0482 and rerecorded in Official Records Book 1194 at Pages 0393 through 0409 of the Public Records of Seminole County, Florida, in compliance with the requirements of the Secretary of Housing and Urban Development and the Veteran's Administration as provided for in paragraph 3 of Section 12.2 of the original Declaration in order to make the properties eligible for mortgage financing.

Declarant is the owner of certain real property in the City of Winter Springs, County of Seminole, Florida, which was described in Exhibit "A" to the original Declaration of Covenants, Conditions and Restrictions for Wildwood Planned Unit Development and which Exhibit was amended to describe and define Phase 1 of the Wildwood Planned Unit Development and designated as Exhibit A, attached hereto and made a part hereof.

Declarant will convey said property subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as set forth in Section 1 through Section 12 hereof for the purpose of obtaining for the owners and residents thereof the benefits of more attractive land use, privacy and security, and to release owners from the burdens of individual maintenance, repair, and upkeep of the grounds.

Declarant hereby declares that all of the described property shall be called Wildwood Planned Unit Development and shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the described property. These easements, covenants, restrictions, and conditions shall run with the described property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

The amended Declaration of Covenants, Conditions, and Restrictions for Wildwood Planned Unit Development are further amended with respect to addition of Exhibit B, a description of the Common Areas of Wildwood Planned Unit Development, Phase 1, attached hereto and made a part hereof, and Sections 1.5, 2.2, 4.2b, 5.7 (deleted), 6.9, 6.11, 7.6, 9, 10.7, 11.1, 12.2, and 12.4 (added).

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This instrument prepared
by *[Signature]*
Address: *[Address]*
Lafayette, Louisiana 70502

SECTION 1 DEFINITIONS. The terms used herein and in Exhibits hereto shall have the meaning stated as follows unless the context requires otherwise:

1.1 ASSOCIATION means Wildwood Homes, Inc., a not-for-profit Florida corporation, and its successors.

1.2 PUD means Wildwood Planned Unit Development.

1.3 PROPERTY means the land and appurtenant easements, the lots, the buildings, the houses, the drives and walks, the swimming pool and club house, if any, the improvements, and property of every kind and nature, real, personal or mixed, which is located on the described property and used in connection with the operation, use, and enjoyment of the PUD.

1.4 LOT shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

1.5 COMMON AREA shall mean all property owned by the Association for the common use and enjoyment of the members of the Association, further described in Exhibit 9, attached hereto.

1.6 COMMON EXPENSES means the estimated and actual expenses of administration and management of the PUD, replacement and repair of the Common Areas, and any other cost reasonably in accord with the PUD Documents.

1.7 UTILITY SERVICES means electric service, gas, water, sewage, and garbage disposal.

1.8 REASONABLE ATTORNEYS' FEES means the cost of services of attorneys at law for judicial and administrative proceedings or review thereof and for other reasonable retained legal services.

1.9 DECLARANT means National Homes Construction Corporation, its successors and assigns who assume responsibility for development or marketing of the PUD.

1.10 DECLARATION is the Declaration of Covenants, Conditions, and Restrictions of the PUD.

1.11 BUILDING means a structure or cluster of structures containing two or more family units.

1.12 TOWNHOUSE means a patio home or any individual family unit in a building, as defined under Section 1.11 above.

1.13 PARTY WALL means the wall between the two townhouses in the same building.

1.14 HOUSE means a detached single-family structure not a part of or included in a building as defined under Section 1.11 above.

1.15 BY-LAWS means the By-Laws of Wildwood Homes, Inc.

1.16 Mortgagee means the holder of a first mortgage lien on a lot.

1.17 OWNER means the record owner, whether one or more persons or entities or combinations thereof, of the fee simple title to any lot in the PUD, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.18 MEMBER means one person or entity who has been designated in writing by the owner as the voting representative of the owner, and who holds membership in the Association by virtue of ownership of a lot in the PUD.

1.19 PLAT means the recorded plat prepared by Land Surveying Company, a registered Florida surveyor, certified by DOMINICK F. CAVONE on June 23, 1975.

1.20 SINGULAR shall include the plural, PLURAL shall include the singular, and the use of any GENDER shall include all genders whenever the context permits.

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1.21 CLASS I LOTS shall mean and refer to any lot upon which there is a townhouse or house which has been completed and for which a certificate of occupancy has been granted.

1.22 CLASS II LOTS shall mean and refer to any vacant lot or house lot, or townhouse lot that has not been completed.

SECTION 2 ANNEXATION

2.1 Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken.

2.2 The provisions of subsection 2.1 notwithstanding, the Declarant may until December 31, 1984 annex additional lands described in plat of Wildwood PUD as recorded in Plat Book 19, Pages 7, 8, 9 & 10, Public Records of Seminole County, Florida, without the consent of the Class A members, provided that the Federal Housing Administration and the Veterans Administration determine that the annexation is in accord with the general plan heretofore approved by them.

The Association shall have no responsibility for the maintenance of the Common Areas in the remainder of the aforementioned property until or unless said property shall be annexed in accordance with the provisions of Section 2 of the Declaration as amended hereby.

2.3 PROVISIO. Declarant may file an affidavit in the public records of Seminole County, Florida, electing not to develop the additional phases of the PUD as designated on the Plat thereafter such phases shall be free of the provisions of this Declaration.

SECTION 3 MEMBERSHIP

3.1 Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

3.2 POWERS. The Association shall be incorporated pursuant to Florida law, and fulfill its functions according to the Articles of Incorporation, By-Laws and said Florida law.

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3.3 BOARD OF DIRECTORS. The affairs of the Association shall be conducted by an elected Board of Directors who shall be designated in a manner provided in the By-Laws.

3.4 INDEMNIFICATION. Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities incurred by or imposed on him by reason of his being or having been a Director or Officer, except in cases wherein the Director or Officer is adjudged guilty of gross negligence or malfeasance in the performance of his duties.

3.5 MANAGER. The Association shall at all times retain a Manager to operate the PUD. The manager shall be responsible to the Board of Directors and shall provide fiscal management, and management of the maintenance and security of the PUD.

3.6 BUDGET. The manager shall prepare an annual budget. The Board of Directors shall approve said budget and submit the same to members for discussion at annual membership meetings as provided in the By-Laws. The manager shall report expenses in excess of the budget and the reasons therefor, and the Board of Directors shall determine a method for controlling such excess and make special assessments as required to defray the excess expenses.

SECTION 4 VOTING RIGHTS.

The Association shall have two classes of voting membership:

4.1 Class A. Class A members shall be all those Owners as defined in Section 3 with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 3. When more than one person holds such interest in any lot, the Owners shall designate one of themselves as the voting representative although all such owners shall be members. The vote for such lot shall be exercised by the voting representative, in no event shall more than one vote be cast with respect to any lot.

4.2 Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest for membership by Section 3, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b) on December 31, 1984.

SECTION 5 PROPERTY RIGHTS.

5.1 OWNERS' EASEMENTS OF ENJOYMENT. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

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- a) All of the property described and shown on the Plat shall be and is hereby subject to the covenants, agreements, easements, and restrictions set forth in this Declaration, to be and remain in effect until such time as amended, modified or revoked in accordance with the provisions of this Declaration;
- b) the right of the Association to limit the number of guests of members;
- c) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- d) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgage in said properties shall be subordinate to the rights of the homeowners hereunder;
- e) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations;
- f) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance.

5.2 DELEGATION OF USE. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

5.3 TITLE TO THE COMMON AREA. The Declarant hereby covenants for itself, its heir and assigns that it will convey fee simple title to the Common Area to the Association simultaneously with the recording of the amendment to the Declaration dated October 2, 1978, and recorded in Official Records Book 1194 at Pages 0393 through 0409 of the Public Records of Seminole County, Florida. Upon the annexation of any additional lands pursuant to the terms of Subsection 2.2 as amended, the Declarant covenants that it will convey fee simple title to the Common Areas encompassed in said lands to the Association.

5.4 TRADE OR BUSINESS. No trade or business shall be carried on and no signs shall be placed upon or about any Residential Unit or on the Common Area (other than designations, in such styles and materials as the Association shall by regulations approve, of street addresses and names of owners) except that owners desiring to offer Residential Units for sale or rent shall have the right to place upon the Residential Unit concerned such "for sale" or "for rent" signs as the Association may approve.

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5.5 PARKING RIGHTS. Each townhouse shall be entitled to one unassigned parking space in the common access easement appurtenant to such townhouse lot. Other parking facilities shall be administered by the Association for the benefit of all lot owners.

5.6 EASEMENT FOR THE ASSOCIATION. Each Residential Unit is hereby declared to be subject to a reasonable easement and right to and in favor of the Association and its employees, agents or instrumentalities to go upon such Residential Unit for reasonable repair thereof for the purpose of carrying out any and all of the obligations and functions with respect to such Residential Unit as are herein imposed upon or permitted to the Association expressly including, the maintenance, repair, and replacement of any and all of the facilities for the supply of utilities and other facilities serving said Residential Unit and/or other Residential Units or the Common Area. Further, the Association or its representative shall have the obligation to provide the care and maintenance for all access easements as shown on the Plat for Wildwood.

5.7 ADDITIONAL RULES AND REGULATIONS. The Property described and shown on the Plat and the use thereof shall be subject to such additional rules and regulations as shall be in force from time to time by reason of action taken by the Association pursuant to the PUD Documents.

5.8 DESTRUCTION OF A TOWNHOUSE. In the event a townhouse is destroyed, the owner thereof shall begin reconstruction within a reasonable time or excavate and clear away the remaining portions of the townhouse, and maintain the lot in a neat and orderly condition. If the owner fails to perform such clearance or maintenance for a period exceeding sixty (60) days, the Association shall perform the same and the expenses thereof shall be a lien on the particular lot as subject to collection under subsection 6.8 hereof.

5.9 RECONSTRUCTION OF A TOWNHOUSE. In the event a townhouse is destroyed, no structure other than a townhouse of the same dimensions and similar architecture and as approved pursuant to Section 3 hereto shall be constructed in place of the original structure.

5.10 EASEMENT FOR ENCROACHMENTS. Each townhouse owner is entitled to an exclusive easement for the use and enjoyment of the air space within a reasonable distance above and below such townhouse, carport, and patio area on each respective lot such that: if a townhouse lot shall encroach on any common area by reason of construction, reconstruction, repair, shifting settlement or movement of any portion of the PUD, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists. If any common area shall similarly encroach on any townhouse lot, then an easement appurtenant to such common area shall similarly exist.

5.11 RESTRICTION ON ALIENATION OF COMMON AREAS AND FACILITIES. Except as to the Association's right to grant easements for utilities and similar related purposes, the PUD's common areas and facilities may not be alienated, released, transferred, hypothecated, or otherwise encumbered without the approval of all holders of first mortgage or equivalent liens on lots or townhouse units.

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SECTION 6 COVENANT FOR MAINTENANCE ASSESSMENTS.

6.1 CREATION OF THE LIEN AND PERSONAL OBLIGATIONS OF ASSESSMENTS.

The Declarant, for each lot owned within the PUD, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, 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 fixed, established, and collected from time to time as herein provided. The annual and special assessments, together with such interest thereon and costs of collection thereof 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, costs, and 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 shall not pass to his successors in title unless expressly assumed by them.

6.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the PUD and in particular for the improvement and maintenance of the PUD, services, utilities, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated in the PUD.

6.3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Until January 1 of the year immediately following the conveyance of the Common Area to the Association, the maximum annual assessment shall be \$250.00 per lot.

- a) From and after January 1 of the year immediately following the conveyance of the Common Area to the Association, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.
- b) From and after January 1 of the year immediately following the conveyance of the Common Area to the Association, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding three (3) years, and at the end of each such period of three (3) years, for each succeeding period of three (3) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation
- c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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6.4 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

6.5 UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Class I Lots and all Class II Lots, although the assessments on all Class II Lots shall be fixed at 25% of the assessment upon all Class I Lots.

6.6 QUORUM FOR ANY ACTION AUTHORIZED UNDER SUBSECTIONS 6.3 AND 6.4. At the first meeting called, as provided in sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.7 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6.8 EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment by non-use of the Common Area or abandonment of his lot.

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6.9 SUBORDINATION OF THE LIEN TO THE MORTGAGE. The lien of the assessments 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 which is subject to any first mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

6.10 EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

6.11 SPECIAL ASSESSMENTS. The Association shall also carry out or cause to be performed or provided in or about the Common Area all such additional functions in the nature of maintenance, improvements, repairs and services, and recreational and other facilities for the use and benefit of the PUD and its inhabitants generally as shall be determined by its Board of Directors from time to time. The Association shall have power to impose upon the individuals actually using or benefitting therefrom such additional charges for the use thereof as the Association shall from time to time deem appropriate.

SECTION 7 PARTY WALLS

7.1 GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the townhouses in the PUD 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 Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

7.2 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 equal proportion.

7.3 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 cost of restoration thereof in equal proportions, subject 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.

7.4 WEATHERPROOFING. Notwithstanding any other provision of this Section, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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7.5 RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors to title.

7.6 ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall elect an arbitrator for the refusing party.

SECTION 8 ARCHITECTURAL CONTROL.

No building, fence, wall or other structure shall be commenced, erected or maintained nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the City of Winter Springs, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to each body respectively, approval will not be required and this Section will be deemed to have been fully complied with.

SECTION 9 EXTERIOR MAINTENANCE.

The Association shall not assume any obligation to provide exterior maintenance for any lot or improvements thereon. The lot owner hereby assumes to provide all maintenance and upkeep of his lot and improvements thereon. If he fails to provide adequate maintenance and upkeep, the Association shall have the right to enter the property to make all necessary maintenance and repair and assess the lot owner for the cost of such maintenance and repair. Such assessment shall be treated as a charge against the land and shall be a continuing lien upon the property until such time as the assessment is paid. The above action will require a majority vote of the Board of Directors.

SECTION 10 USE RESTRICTIONS.

The use of the property shall be in accordance with the following provisions as long as the PUD exists and buildings exist in useful condition on the described property:

10.1 TOWNHOUSES. Each of the units shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. No townhouse may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred, without first receiving approval from the City of Winter Springs.

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10.2 COMMON AREAS. The Common Areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the owners.

10.3 NUISANCES. No nuisances shall be allowed upon the property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No owner shall permit any use of the common elements which will increase the rate of insurance upon the property.

10.4 LAWFUL USE. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the property shall be with the owner.

10.5 LEASING. All present or future owners, or any other person that might use the facilities of the PUD in any manner, are subject to the provisions of this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and their rules and regulations and the mere acquisition or rental of any of the townhouses or houses, or the mere act of occupancy of any townhouse or house shall signify that the provisions of the PUD Documents are accepted and ratified. Any failure by the lessee to comply with the terms of such documents shall be a default under the lease. The respective townhouses shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as a rental for any period less than sixty (60) days. All leases shall be required to be in writing. Other than the foregoing obligations, the owners of the respective townhouses shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in the PUD Documents.

10.6 REGULATIONS. Reasonable regulations for the use of the Common Area may be adopted from time to time by the Board of Directors.

10.7 PROVISIO. Provided, however, that until the Declarant has sold all of the townhouses of the PUD, neither the owners nor the Association nor the owner's use of the property shall interfere with the completion of any contemplated improvements and the sale of the townhouses. The Declarant may make such reasonable use of the unsold townhouses and Common Areas as may facilitate sales, including, but not limited to maintenance of a sales office, the showing of the units and the display of signs. This use shall terminate no later than December 31, 1984.

SECTION 11 INSURANCE AND RECONSTRUCTION.

The insurance other than title insurance which shall be carried on the Common Area shall be governed as follows:

11.1 AUTHORITY TO PURCHASE. All insurance policies upon the Common Areas shall be purchased by the Association for the benefit of the Association. Owners shall obtain insurance coverage at their own expense upon their own townhouse, house, lot or personal property and for their personal liability and living expense.

11.2 COVERAGE

- a) Casualty. The community facilities and improvements upon the Common Area and all personal property included in the Common Areas shall be insured in an amount equal to or in excess of 80% of the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:
- 1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsements, and
 - 2) Such other risks as from time to time shall be customarily covered with respect to other Planned Unit Developments in the region, including, but not limited to, vandalism and malicious mischief.
- b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the owners as a group to an owner.
- c) Workmen's Compensation policy to meet the requirements of law.

11.3 PAYMENT OF PREMIUM. Insurance premiums on said insurance shall be a common expense, and such payments shall be held in a separate escrow account of the Association and used solely for the payment of multi-peril insurance as such premiums become due.

11.4 DETERMINATION TO RECONSTRUCT OR REPAIR. If any part of the Common Areas shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- a) Partial destruction. If the damaged improvement is the building, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement of 75% of the owner that it shall not be reconstructed.
- b) Total destruction. If the damaged improvement is a building, then the damaged building will not be reconstructed or repaired, unless within sixty (60) days after the casualty, owners who own seventy-five (75%) percent of the interest agree in writing to such reconstruction or repair.

11.5 ESTIMATE OF COSTS. Immediately after a determination to rebuild or repair damage to property, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.6 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of costs thereof are insufficient, assessments shall be made against all owners in the case of damage to Common Areas, in sufficient amounts to provide funds for the payment of such costs.

11.7 NOTICE. Notice of any substantial damage to or destruction of any part of the Common Areas or facilities shall be given to all holders of first mortgages or other equivalent liens on any lot by the Association within 30 days. Notice of any substantial damage to, or destruction of any unit shall be given to all holders of first mortgages or other equivalent liens on the lot affected by the owner thereof within 30 days.

SECTION 12 GENERAL PROVISIONS.

12.1 ENFORCEMENT. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration; other parties to specific sections shall have the same right of enforcement as to such section. Failure by the Association or by any owner or by other specified parties to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12.2 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 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 (90%) percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be properly recorded. No amendment shall amend Subsection 12.2.

Notwithstanding the provisions of this Section 12.2, this Declaration may be amended by a writing signed only by the Declarant, provided such amendment is required by either the Secretary of Housing and Urban Development, the Veteran's Administration, the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association to make the properties eligible for mortgage financing or insurance.

12.3 NOTICE TO LIENHOLDERS. Written notice shall be given to all holders of first mortgages or other equivalent liens not later than that notice required to be given to lot or townhouse owners for all acts lot or townhouse owners must be given notice for and shall specifically be required for any meeting of the Association relating to abandonment or termination of the PUD, amendment of the Declaration or Articles of Incorporation of Wildwood Homes, Inc., and the effectuation of any decision by the Association to terminate professional management and assume self-management of the PUD. Additionally, said mortgage holders shall be given timely written notice by the Association of any condemnation of eminent domain proceeding or proposed acquisition affecting any part of the PUD.

12.4 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 and the Veteran's Administration:

- a) annexation of additional properties
- b) dedication of Common Areas
- c) amendment of this Declaration of Covenants Conditions and Restriction

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SEVERABILITY. Any part of this agreement held to be inoperative shall be severable and is to be severed, and such inoperative part shall not affect the remaining portions, which shall continue in full force and affect as if the severed parties had never been included herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6th day of July, 1979.

NATIONAL HOMES CONSTRUCTION CORPORATION

By: Richard J. McNeil

Attest: _____

Date: July 6, 1979

STATE OF INDIANA)
COUNTY OF TIPPECANOE) SS:

Before me, the undersigned, a Notary Public in and for said County and State this 6th day of July, 1979, personally appeared Richard J. McNeil and MILTON E. ECKER, personally known to me to be the PRESIDENT and ASST. SECY of National Homes Construction Corporation, who, as such officers for and on behalf of said corporation acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal the day and year first above written.

Quincy J. House
Notary Public

My Commission Expires: 7-24-79
County of Residence: Tippecanoe

JOINDER OF MORTGAGEE

The undersigned by their signature herein joins in and consents to the foregoing amendments.

NATIONAL HOMES ACCEPTANCE CORPORATION

By: _____