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CLERK OF CIRCUIT COURT

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAK HAMMOCK PRESERVE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAK HAMMOCK PRESERVE (hereinafter referred to as the "Declaration"), is made and entered into this 15th day of July, 2003, by Oak Hammock Preserve Venture, a Florida general partnership, whose principal mailing address is 1031 West Morse Boulevard, Suite 325, Winter Park, Florida 32789 (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the sole record owner in fee simple of certain real property (hereinafter referred to as the "Property") located in Osceola County, Florida, which is more particularly described on **Exhibit "A"** attached hereto and by this reference incorporated herein (hereinafter referred to as the "Property"); and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities within the Property and for the maintenance of the Common Areas (as hereinafter defined) 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 and are for the benefit of the Property and each subsequent Owner (as hereinafter defined) of all or part thereof; and

WHEREAS, it is the intention of the Declarant to have Builder(s) (as hereinafter defined) build Dwelling Units (as hereinafter defined) on the Lot(s) (as hereinafter defined) and convey same to private home Owners (as hereinafter defined); and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities within the Property to create a homeowners' association to which shall be delegated and assigned the powers of maintaining and administering certain designated Common Areas and other facilities within the Property, which areas, where applicable, shall be specifically designated on the Plat (as hereinafter defined) of the Property; administering and enforcing this Declaration; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, there is incorporated under the laws of the State of Florida, a non-profit corporation known as OAK HAMMOCK PRESERVE COMMUNITY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), for the purpose of exercising the functions aforesaid. The Articles of Incorporation (as hereinafter defined) of the Association are attached hereto as **Exhibit "C"**.

NOW, THEREFORE, the Declarant declares that all Property shall 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 I
DEFINITIONS

Section 1. The following words and terms when used in this Declaration (unless contents hereof clearly indicate to the contrary) shall have the following meanings:

Section 1.1. "Additional Property" shall mean and refer to that certain property in Osceola County, Florida, lying contiguous or adjacent to the real property described in Exhibit "A" attached hereto, which Additional Property is more particularly described in Exhibit "B" attached hereto and incorporated herein by reference, or any portion or portions thereof, which has not yet been brought within the jurisdiction of the Association and made subject to this Declaration.

Section 1.2. "Architectural Review Committee" or "ARC" shall mean an architectural review committee appointed in accordance with Article V hereof, whose duties shall be as set forth in Article V hereof.

Section 1.3. "Articles of Incorporation" shall mean the articles of incorporation of Oak Hammock Preserve Homeowners Association, Inc. During such time as there exists Class B Membership, the Articles of Incorporation may not be amended without the prior written approval of the FHA and VA.

Section 1.4. "Association" shall mean and refer to Oak Hammock Preserve Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 1.5. "Board of Directors" shall mean the board of directors of the Oak Hammock Preserve Homeowners Association, Inc.

Section 1.6. "Builder" or "Builders" shall mean and refer to the purchaser of developed Lots for the purpose of constructing Dwelling Units thereon for the sale to third parties in the normal course of business.

Section 1.7. "Bylaws" shall mean the bylaws of Oak Hammock Preserve Homeowners Association, Inc..

Section 1.8. "Common Area" or "Common Areas" shall mean and refer to those areas of land together with any improvements thereon, other than the Dwelling Units, to be conveyed to the Association and which are intended to be devoted to the common use and enjoyment of the Members, and which shall include, by way of example, but not by way of limitation, all roadways, walls, park or recreation areas, landscaping, the drainage/retention system, conservation area, entrance feature(s) and gate. The Common Areas or tracts of land identified as Common Areas

may be designated on the final plat prepared by the Declarant. The term Common Area or Common Areas shall also include any personal property acquired by the Association if said property is designated as "Common Facilities" by the Association (see Section 1.9.).

Section 1.9. "Common Facilities" shall mean such improvements placed and/or constructed on the Common Areas which are owned by the Association for the use and benefit of the Members.

Section 1.10. "County" shall mean Osceola County, Florida, a political subdivision of the State of Florida.

Section 1.11. "Declarant" shall mean Oak Hammock Venture, and its express successors and assigns, designated as set forth in Article IX hereof. All rights, powers and privileges granted to the Declarant by this Declaration or by the Articles of Incorporation and Bylaws of the Association shall be exercised by the Declarant in such manner as it may determine.

Section 1.12. "Developer" shall mean Oak Hammock Venture, and its express successors and assigns, as designated in a document recorded in the Public Records of the County which successors and assigns must be the owner of all or a portion of the Additional Property. All rights, powers and privileges granted to the Developer by this Declaration or by the Articles of Incorporation and Bylaws of the Association shall be exercised by the Developer, its express successors and assigns as permitted above in such manner as it may determine.

Section 1.13. "Dwelling Unit" shall mean and refer to the individual residential structure and all related improvements constructed on a Lot for which a certificate of occupancy has been issued, with the intended use as a single family residence.

Section 1.14. "Lot" shall mean and refer to any plot or parcel of land shown upon the Plat (as hereinafter defined) of the Property which Lot is intended to have a Dwelling Unit constructed thereon; provided, however, that there shall be excluded from the definition of Lot, the Common Areas, any dedicated areas, streets, and all lands dedicated to or owned by the Association.

Section 1.15. "Member" shall mean and refer to any member of the Association.

Section 1.16. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot; provided, however, that there shall be excluded from the definition of Owner, the Declarant, the Developer or the Builders and also shall be excluded those having such interest merely as security for the performance of an obligation.

Section 1.17. "Plat" shall mean and refer to the plat of the Property as recorded in Plat Book ____, Page ____ of the Public Records of the County.

Section 1.18. "Property" shall mean and refer to the real property described in Exhibit "A" attached hereto and any Additional Property which Declarant may from time to time subject to the terms and conditions of this Declaration in accordance with the terms hereof.

Section 1.19. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE II
EASEMENTS RESERVED TO
DECLARANT AND OTHERS; PROPERTY RIGHTS

Section 1. Easements for Construction and Sales. There is reserved to the Declarant, and granted to the Builders, and their respective designees, successors and assigns (including, without limitation, their agents, sales agents, and representatives, and prospective purchasers of Lots), non-exclusive easements over the Common Areas, for construction, utility lines, display, maintenance and exhibit purposes in connection with the erection of improvements and sale of Lots and Dwelling Units within the Property and for ingress and egress to and from construction sites at reasonable times; provided, however, that such use shall terminate upon the later of (i) the sale of all Lots by the Declarant or (ii) the sale of all Dwelling Units by the Builders and their express successors and assigns; and provided, further, that no such use by the Declarant and/or the Builders and others shall otherwise restrict the Owners in the reasonable use and enjoyment of the Common Areas.

Section 2. Easements Over Common Areas. To the extent that easements over, upon or under the Common Areas are necessary so as to provide utility services to the Property, the Association and each Owner, and his heirs, successors and assigns, do hereby designate and appoint the Declarant as agent and attorney-of-fact, with full power in his name, place and stead, to execute instruments creating such easements; provided, however, that such easements shall not unreasonably interfere with the use by the Owners of the Common Areas. For this purpose, the Declarant shall have the right to grant easements in perpetuity over, under and across all Common Areas shown on the Plat of the Property, together with the right to grant easements to others and such easements shall include, but shall not be limited to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public convenience or utilities and drainage and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks. The rights granted to the Declarant pursuant to this section shall terminate upon the later of (i) the sale of all Lots by the Declarant, or (ii) the sale of all Dwelling Units by the Builders and their express successors and assigns.

Section 3. Easements Over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to grant easements to itself or any other entity over each such Lot owned for purposes of ingress and egress, to include drainage, utility, gas, telephone, cable TV and electrical services. With respect to easements thus granted, the Declarant shall have

and does hereby retain and reserve the right to release the Lot from the encumbrance of such easements; provided, however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utilities served thereby.

Section 4. Easements as Shown on Plat. Easements for installation and maintenance of utilities and drainage facilities are reserved to the Association and the City as shown on the Plat of the Property. Within such easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of drainage channels in such easements, or which may obstruct or retard the flow of water through the drainage channels or which may be inconsistent with such plans as may now or hereafter be approved by the City. The platted easement areas of each Lot, any drainage swales on a Lot and all improvements therein shall be maintained continuously by the Owner of such Lot, except for: (a) those improvements for which a public authority or utility company is responsible; and (b) those improvements for which the Association have expressly assumed responsibility.

Section 5. Wall and Landscape Easement. There is hereby reserved and granted to the Association and their respective agents, employees, successors and assigns the right and privilege to construct, improve, repair, replace and maintain a screening wall over, upon and across that portion of the Property indicated on the Plat thereof as Tract E as shown on the Plat (hereinafter the "Wall and Landscape Easement Area").

The Association, its successors, agents, employees and assigns, further reserves and is hereby granted a ten (10) foot easement along the perimeter of the Lots contiguous to the Wall and Landscape Easement Area for the purpose of ingress and egress to and from the Wall and Landscape Easement Area, provided that such easement shall not restrict any Owners in the reasonable use and enjoyment of his Lot.

Section 6. Owner's Easement of Enjoyment for Common Areas. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) Every Owner shall have a right to use any of the Common Facilities owned by the Association for the purposes for which such Common Facilities are reasonably intended;

(b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility (with the exception of those dedications set forth on the Plat of the Property) for such purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is approved by a two-thirds (2/3rds) vote of each class of the Members.

Section 7. Declaration of Use of Common Areas. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Areas and facilities to the members of his family or his tenants who reside on the Property on a permanent or transient basis.

Section 8. Establishment of Easements All easements as provided for in this Article, shall be established by one or more of the following methods, to wit:

- (a) By a specific designation of an easement on the Plat of all or a portion of the Property;
- (b) By a reservation or specific statement providing for an easement in the deed of conveyance of any given Lot or Dwelling Unit, or other portion of the Property;
- (c) By a separate instrument referencing this Article II; or
- (d) By virtue of the reservation of rights set forth in this Article.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association, and agrees to be bound by the terms and conditions stated herein regarding said Association, including the payment of annual assessments of the Association; provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A Members shall be all Owners, with the exception of the Declarant, Developer and the Builders, 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 determine, but in no event shall more than (1) vote be cast with respect to any Lot.

Class B. Class B Members shall be the Declarant, Developer and Builders. The Class B Members shall be entitled to one (1) vote for each Lot owned by the Declarant, Developer or Builders plus two (2) votes for each vote that the Class A Members are entitled to cast at any time and from time to time. The Class B Membership shall cease and terminate and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the Declarant, Developer or the Builders no longer own record title to any portion of the Property and the Additional Property; or
- (b) On January 1, 2014.

(c) At the election of the Declarant (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed Class A Members entitled to one (1) vote for each Lot in which they hold the interest required for Membership under Article III, Section 1 hereof.

Section 3. General Matters. When reference is made herein, or in the Articles of Incorporation, Bylaws or otherwise, to majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes and not of the Members themselves.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Fees and Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) initial fee, and (2) annual assessments or charges, such fees and assessments to be established and collected as hereinafter provided. The initial fee and annual assessments, together with interest, costs and reasonable attorneys' fees incurred in enforcing or collecting same, shall be a charge on the land and shall be a continuing lien upon the property against which each such fee and assessment is made; provided, however, no such fee and assessment shall be a lien on the land until such lien is recorded in the Public Records of the County. Each such fee and assessment, together with interest, costs and reasonable attorneys' fees, shall also be the joint and several personal obligation of the person(s) who was the Owner of such property at the time when the fee and assessment fell due. Their personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. All assessments, including but not limited to the initial fee and annual assessments, levied by the Association shall be used exclusively for the following purposes:

(a) To promote the recreation, health, safety and welfare of the residents in the Property.

(b) For the improvement, maintenance, care, repair and operation of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements (unless maintenance shall be provided by others), landscape areas (including irrigation thereof), any walls and entry features constructed on any portion of the perimeter of the Property, the Common Areas, including, but not limited to the Common Facilities located within the Common Areas and subdivision lights and light fixtures other than those included within any Municipal Services Taxing Unit, as more described in Article IX, Section 19 of this Declaration, any other open spaces and buffer areas designated on the Plat for the Property or the Additional Property when and if annexed. Maintenance of the foregoing shall include but not be limited to mowing and trimming of grass and shrubs as necessary.

- (c) For the payment of the operating expenses of the Association;
- (d) For the payment of taxes, insurance, labor and equipment;
- (e) For the maintenance, repair or restoration of a Lot and the exterior of the buildings and any other improvements erected thereon, but only to the extent provided for in Section 6(b) of Article IV hereof;
- (f) For the repayment of funds and interest thereon that have been or may be borrowed by the Association for any of the purposes set forth herein, excluding Semi-Annual Deficiencies outlined in Section 6 hereinbelow;
- (g) To establish and fund reserve accounts which the Association may choose to establish with respect to the maintenance, operation and improvement of the Common Areas, Common Facilities and all improvements and equipment located on the Property;
- (h) Doing any other things necessary or desirable in the judgment of the Association to keep the community neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment by the Association shall be \$550.00 per Lot, payable in equal semi-annual installments, plus a one-time initial fee of \$500.00 per Lot ("Initial Fee") due at the time the Lot is transferred to the Owner. The maximum annual assessment, the Initial Fee and any other assessments of the Association may be used in the normal operations of the Association.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by up to and including fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) of the maximum assessment for the previous year by a vote of two-thirds (2/3rds) 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 may, at its option, levy the annual assessment at an amount less than but not in excess of the maximum annual assessment, or may levy the annual assessment in the amount of the maximum.

Section 4. Reserves. The Annual Assessments shall include reasonable amounts, as determined by the Board of Directors of the Association, to be collected and held as reserves against and for the future periodic maintenance, repair or replacement of all or any portion of the Common Areas, including, without limitation, the surface water management System, Common Facilities, streets, sidewalks, subdivision lights or light fixtures or for such other purpose or purposes as shall

be determined by the Board of Directors of the Association, in its reasonable discretion. Such portion of the Annual Assessments representing amounts collected as reserves, whether established pursuant to this Section 6(c) or otherwise, shall be deposited by the Association in a separate interest bearing bank account, certificate(s) of deposit or in United States Treasury Bonds of appropriate maturity, to be held in trust by the Association until used for the purpose or purposes for which the same are established and shall be segregated from and not commingled with the general funds or any other funds of the Association.

Section 5. Notice and Quorum for and Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action under Sections 3(b) or 4 above shall be sent to all Members not less than thirty (30) days before nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment.

(a) **Annual Assessments.** Annual Assessments must be fixed at a uniform rate for all Lots, except that as long as there is Class "B" membership, the Declarant and Builders will have the following option with respect to the annual assessments:

(i) **Option (i)** - In order to provide for and assure availability of funds necessary to pay expenses for those items outlined in Section 2 herein, the Board of Directors, within sixty (60) days of recording of the Declaration in the public record of the County, shall establish the approximate amount of the deficiencies on a semi-annual basis ("Semi-Annual Deficiencies") at which time the Board of Directors shall issue a supplemental estimate of the Semi-Annual Deficiencies for each six month period to the Declarant and the Builders at the last known address provided by Declarant and Builders to the Association. The Declarant shall pay fifty percent (50%) of the Semi-Annual Deficiencies of the Association and the Builders shall each pay twenty-five percent (25%) of any Semi-Annual Deficiencies of the Association until such time that Class "B" membership in the Association shall cease to exist. The Semi-Annual Deficiencies shall be due and payable to the Association within thirty (30) days of receipt of same. The Semi-Annual Deficiencies shall not include funding for any Association reserves for repair and/or replacement as described in Section 2(g) hereinabove and consequently, the Declarant and the Builders shall not be responsible for funding for any Association reserves for repair and/or replacement as part of the Semi-Annual Deficiencies.

(b) **Single Lot Special Assessments.** In addition to the annual assessments and Special Assessments authorized herein, the Association may levy in the manner hereinafter set forth a single lot special assessment ("Single Lot Special Assessment") applicable only to a specific Lot that has failed to meet its maintenance obligations set forth in Article VI hereof. In the event an Owner of any Lot in the Property shall fail to maintain his Lot and the exterior improvements situated thereon in accordance with the maintenance obligations set forth in Article VI hereof, then the Association, after approval by two-thirds (2/3rds) vote of the Board of

Directors and thirty (30) days' written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot and to repair, clear, trim, maintain and restore the Lot and the exterior of the buildings and any other exterior improvements erected thereon. The cost of such Lot clearing and exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date said assessment is made. Such Single Lot Special Assessment shall be treated as a Special Assessment applicable only to such Lot and the Association shall have the rights and powers of collection as provided in this Article. The provisions of Section 6 (a) of this Article shall not be applicable to any Single Lot Special Assessments.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance or dedication of the first Lot sold by the Builders to an individual Lot Owner. 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 in an amount not in excess of the maximum annual assessment set forth in Section 3 above. Written notice of the annual assessment shall be sent to every Owner subject thereto. An invoice from the Association shall constitute satisfactory written notice. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereon as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns. The personal obligations of the then Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the public records of the County giving notice to all persons that the Association is asserting a lien upon the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, Common Facilities or abandonment of his Lot.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) 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 Lot and there shall be added to the amount of such assessment the interest above stated, the cost of the action, including reasonable attorneys' fees whether or not judicial proceedings are involved, and including reasonable attorneys' fees and cost incurred on any appeal of a lower court decision.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. However, the sale or transfer of any Lot pursuant to mortgage foreclosure 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 any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from assessments, charges and liens created herein; (i) all property to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to public use; (ii) all Common Areas, conservation areas and dedicated areas; and (iii) all property exempt from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemptions. Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V **ARCHITECTURAL CONTROL**

Section 1. Review by Architectural Review Committee No building or modification or addition thereto, fence, wall, pool, landscaping or other structure shall be commenced, constructed, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made to the Lot or Dwelling Unit unless it is in compliance with the planned development commitments and other applicable regulations and unless and 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 Architectural Review Committee.

Section 2. Procedure for Review. Any Owner needing the approval of the ARC shall deliver an application or request for action to the ARC by pre-paid postage mail with return receipt requested or by hand delivery with signed receipt, together with a floor plan, landscaping plan, site plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument, and served personally or by pre-paid postage mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations for changes to gain approval. In the event the ARC takes no action on the application or request within the thirty (30) day period, then the application or request shall be deemed to be approved.

Section 3. Composition of Architectural Review Committee.

(a) The ARC shall have three (3) members who shall initially be appointed by the Builders. The members appointed to the ARC do not need to be Owners. So long as the Declarant or Builders maintain a controlling vote of the membership of the Association under the terms of Article III hereof, the Builders shall be entitled to appoint all members of the ARC and any successor members; provided, however, the Builders shall at any time have the right to waive its right to appoint the members of the ARC. The members of the ARC shall be appointed for staggered three (3) year terms; provided, however, the initial members of the ARC appointed by the Builders shall serve so long as Builders have the right to appoint all members of the ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC,

the Builders shall promptly appoint a successor member of the ARC who shall serve at the pleasure of the Builders.

(b) After the end of the term during which the Builders may appoint all the members of the ARC, the Board of Directors of the Association shall have the right to appoint the members of the ARC. In the event the Board of Directors fails to appoint members to the ARC, the Board of Directors itself shall comprise the ARC. Members of the ARC shall serve at the pleasure of the Board of Directors.

Section 4. Powers. The Architectural Review Committee shall have the following duties and powers:

(a) To review and approve or disapprove all buildings, fences, walls, pools or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARC shall be furnished plans and specifications showing the nature, kind, shape, height, materials and location in relation to surrounding structures and topography;

(b) To review and approve or disapprove any such building plans and specifications, Lot grading plans, landscaping plans, and other materials submitted pursuant to Article V, Section 2 above. The ARC may disapprove the proposed improvement if, in its sole discretion, the ARC determines that the proposed improvement is inconsistent with the development plan formulated by the Declarant, Developer or Builders for the Property or Additional Property. Such decision of the Committee may be made upon purely aesthetic reasons;

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

Section 5. Exemption for Declarant and Builders. Notwithstanding anything contained herein, for as long as Declarant or Builders own fee title to any Lot, this Article V shall not apply to or bind either Declarant or Builders.

ARTICLE VI

GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots and Dwelling Units on the Property. All references in this Article VI to the Owner shall be deemed to include the invitees, guests, lessees, tenants and renter's of the Owner (including short term renters) unless the context clearly indicates otherwise.

Section 2. Governmental Regulations. All Improvements constructed, erected, placed, installed and located on a Lot shall conform to and comply with all applicable Governmental Regulations, including, without limitation, all building, zoning and land use regulations of the County; particularly those from time to time applicable to the following: (a) the Oak Hammock Preserve Planned Development (PD) district approval number PD-01-0026 granted by the Board of County Commissioners of the County of February 4, 2002; and, (b) the Oak Hammock Preserve

Preliminary Subdivision Plan approval number PS02-00010 granted by the Planning Commission of the County on April 4, 2002.

Section 3. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot or Dwelling Unit, but shall not prohibit use as a rental unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than Dwelling Units designed for residential use and private attached garages. The foregoing shall not prohibit the Declarant and/or the Builders from using Dwelling Units as models or offices, provided such use as models or offices is in furtherance of the construction and sale or lease of Lots and Dwelling Units on the Property.

Section 4. Dwelling Unit Size. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family Dwelling Unit not to exceed thirty-five (35) feet in height with a private attached garage. Dwelling Units shall have a minimum square footage of enclosed living area, **exclusive of garages and patios** as follows:

60' Wide Lot	1,600 square feet
75' Wide Lot	1,800 square feet
90' Wide Lot	2,000 square feet

Section 5. Dwelling Unit Setbacks. All buildings and other structures shall comply with all front, rear and side yard setback requirements established by the planned development commitments for the Property as follows:

Primary Building Setbacks (minimum):

Lot Type	Front Setback	Side Setback	Street Side Setback	Rear Setback
60' Wide Lots	25 Feet	5 Feet	15 Feet	15 Feet
75' Wide Lots	25 Feet	7.5 Feet	15 Feet	15 Feet
90' Wide Lots	30 Feet	10 Feet	15 Feet	15 Feet

The follow special provisions shall apply with regard to the aforementioned Primary Building Setbacks:

1. Pools, decks and screen enclosures may be built to within 5 Feet of the rear property line of any Lot.
2. Screen enclosures with hard roofs shall meet rear setbacks of 15 Feet of the rear property line of any Lot.

3. The Front Setback for Dwelling Units with front-entry garages shall increase to:

60' Wide Lots	30 Feet
75' Wide Lots	30 Feet
90' Wide Lots	35 Feet

Up to a maximum of 50% of the total Dwelling Units may have front-entry garages. Developer shall be responsible for maintaining inventory of front-entry garages to ensure a minimum of 50% of the total Dwelling Units have side-entry garages.

4. There shall be a minimum 5 foot front setback for front-entry garages from the facade of the home.
5. Front Setback may be reduced 5 Feet for Dwelling Units that include a front porch. Front porches shall be designed and constructed as part of the initial Dwelling Unit.
6. Alternating or irregular ("staggered") front yard setbacks within each Lot size are required. No more than two (2) adjacent homes may have the same front setback in order to produce a varied front home relationship to the streetscape. Every third home will have a front setback a minimum of 5.0' greater than the minimum setback established for the respective Lot type for both primary structure and garage setback.
7. Corner Lots with side-entry garages shall have 20 Foot setbacks.

Section 6. No Temporary Structures No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, boat, barn or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the ARC; provided, however, that this prohibition shall not apply to shelters used by Declarant and/or the Builders during the development of the Property and the construction of any Dwelling Unit.

Section 7. Parking and Storage Restrictions. No truck, bus, trailer or other commercial or recreational vehicle and no mobile home, motor home, house trailer, camper, van, boat, boat trailer, horse trailer, motorcycle, motor scooter, moped, all terrain vehicle, go-cart or other recreational vehicle or the like shall be permitted to be parked or stored on any Lot, unless the same shall be parked or stored entirely within and fully enclosed by a garage; provided, however, that commercial or recreational vehicles shall be permitted to be parked on any Lot on which bona fide ongoing construction activity is taking place; and provided, further that the foregoing provisions apply to parking on a temporary or short term basis as hereinafter defined.

Street parking within the Subdivision shall be limited to daylight hours only.

No passenger automobile, commercial, recreational or other motorized vehicle, or the like, shall be dismantled, serviced, rebuilt, repaired, or repainted on any Lot, except entirely within and fully enclosed by a garage; provided however, the foregoing restriction shall not be deemed to

prevent or prohibit those activities normally associated with and incident to the day-to-day washing, waxing, polishing, vacuuming and detailing of such vehicles other than as a business.

For purposes of this section, parking on a temporary or short term basis shall mean and be defined as parking, on a non-recurring basis and for a single period not exceeding forty-eight (48) hours in duration.

Any commercial, recreational, utility or other vehicle parked, stored or used in violation of these restrictions or in violation of any rules and regulations adopted and promulgated by the Association concerning the same may be towed away or otherwise removed from the Property by or at the request of the Association and at the sole expense of the owner thereof. In the event of such towing or other removal, the Association, its respective officers, agents or employees shall be liable or responsible to the owner of any such vehicle for trespass, conversion, or damage incurred as a result of or incident to, or for the cost of, such towing or removal or otherwise; nor shall the Association, or its respective officers, agents or employees be guilty of any criminal act or have any civil liability by reason of such towing or removal, and neither such towing or removal nor the failure of the owner of the towed or removed vehicle to receive any notice of the violation of the provisions of this Section shall be grounds for relief of any kind.

Section 8. Livestock and Animal Restrictions. No livestock, poultry, reptiles or animals of any kind or size shall be raised, bred or kept on any Lot or in any Dwelling Unit; provided, however, that dogs, cats and other common domesticated household pets may be raised and kept, provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of Owner's Lot except on a leash. No permitted pet shall be allowed to make noise in a manner or such volume as to annoy or disturb other Owners. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of such pet. The keeping of pets by an Owner shall be subject to all governmental animal ordinances and any rules or regulations promulgated by the Association or the Board of Directors in regard thereto. All owners of pets shall be responsible for immediately picking up and properly discarding of any and all excrement from the pet in a safe and sanitary manner. Any owner of pets not abiding by these regulations may be reported by any Owner to the local Department of Animal Control, whereby the pet owner may be cited and fined according to local law ordinance.

Section 9. Restrictions on Activity. No noxious or offensive activity shall be conducted or permitted to exist upon any Lot, or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot, driveway or Common Area shall be used for the purpose of vehicle repair or maintenance. No unregistered, non-licensed, expired lease or inoperable vehicles of any kind shall be permitted to remain on any Lot (unless parked inside the garage of a Dwelling Unit) or Common Area.

Section 10. Restrictions on Fixed Game and Play Structures. If permitted by the ARC, all basketball goals and other unfixed game and play structures shall be stored when not in immediate use or shall be located at the side or rear of the Dwelling Unit or on the inside portion of the corner lots within the setback lines. No permanent basketball or like goals will be allowed on

driveways or on the front of any house. Treehouses or platforms of a like kind or nature shall not be constructed on any part of any Lot.

Section 11. Restrictions on Walls, Fences and Hedges. No boundary wall, fence or hedge shall be constructed or grown with a height of more than six (6) feet above the ground level of adjoining property. No wall or fence of any height shall be placed or constructed on any Lot until after the height, type, design and location thereof shall have been approved in writing by the Architectural Review Committee. The heights or elevations of any wall or fence shall be measured from the existing Lot elevations. Any questions as to such heights shall be conclusively determined by the ARC. No boundary wall, fence or hedge or part thereof may be placed any closer to a street than a dwelling could be placed on the same Lot, except as may be required by FHA/VA or other governmental regulation. Notwithstanding anything contained herein to the contrary, on Lots which abut or are adjacent to any development screening wall ("Screening Wall") constructed around the perimeter of the Property absolutely no fence structure shall be built parallel to said Screening Wall regardless of the distance between the Screening Wall and the fence on any Lot. Moreover, on said Lots which are adjacent to the Screening Wall, the last eight (8) foot section of a wall or fence structure which is constructed by the Owner perpendicular to or in any way adjacent to or leading to the Screening Wall shall be tapered down in such a manner so that the top of said wall or fence is no higher than the top of the Screening Wall as measured at the point of contact between said wall or fence and the Screening Wall. No chain link fencing shall be permitted on any Lot at any time. No fence is to be installed within the limits of the Conservation Easement.

Privacy fencing on any Lot must be approved by the ARC. It shall, however, be accepted and understood that all privacy fencing approvals shall be only for a "shadowbox" style wooden or vinyl fence and, in the case of wooden fences, said approval will in all cases include that the Owner will stain all outside surfaces of his fence which faces or can be seen from any street, Common Area or entry of the subdivision. Said stain will consist of a water repellent/resistant clear stain and will be applied to the wood privacy fence immediately after a 90-day curing period and will be repeated as needed in order to keep the fence in good appearance.

Section 12. Private Swimming Pools and Screening. Plans and specifications for any private swimming pool, including screening, to be constructed on any Lot shall be subject to the prior approval of the ARC. In no event, however, shall above ground swimming pools be permitted on any Lot.

Section 13. Garbage and Litter. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of any Lot or Dwelling Unit located on any Lot which tends to substantially decrease the beauty of the community as a whole or the specific area. The restriction shall apply before, during and after construction. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in permanent plastic sanitary containers and, unless required to be placed at the curb for scheduled pick-ups, all containers shall be kept at the rear of all Dwelling Units or out of sight from the street. Such permanent plastic containers shall be retrieved from the curb and stored out of sight as immediately soon as possible after the scheduled pickup, but in no circumstances are to remain at the curb overnight. No burying of trash or other waste materials shall be permitted, except by the Declarant and/or the Builders, who after securing all applicable permits, shall, during development, have the right to burn trash or other waste materials on the Property. All

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oil tanks and bottled gas containers shall be placed underground, or shall be situated so as to not be visible from the street or objectionable to adjacent residences.

Section 14. Alteration of Lots. No Owner, without the express prior written consent of the ARC, shall construct any improvements or make any changes to a Lot which shall have the result of changing, altering or affecting the natural or artificial water courses, canals, ditches, swales, ponds or drainage of the Property. All construction, grading and landscaping shall conform to the drainage swale requirements set forth on the City and County approved engineering and construction plan of the Property.

Section 15. Storage of Materials. Except for the Declarant and/or the Builders, no Owner may store construction materials on a Lot for a period exceeding thirty (30) days without commencing construction, and if construction does not commence within said thirty (30) day period the Declarant, Builders or the Association may remove such stored materials. Costs incurred in such removal by the Declarant, the Builders or the Association will become a lien on said Lot, accruing interest at the highest rate permitted by law. Construction, once commenced, shall be diligently pursued to completion. No building, material or refuse shall be placed or stored on any Lot within twenty (20) feet of any park or edge of any open water or drainage course except that clean fill may be placed nearer provided that the water or drainage course is not altered or blocked by such fill.

Section 16. Destruction By Fire or Other Casualty. No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such condition for more than six (6) months from the time of destruction. If reconstruction or repair of any such Dwelling Unit is not commenced with said six (6) month period, the Owner thereof shall raze or remove the same promptly from the Owner's Lot.

Section 17. Completion of Development and Dwelling Units. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its express successors or assigns, Builders, or the Declarant's or Builders' contractors or subcontractors, from doing or performing on all or any part of the Property owned or controlled by them whatever they deem reasonably necessary in connection with completion of the development, including without limitation; (a) erecting, constructing and maintaining such structures as may be reasonably necessary for the conduct of the their business of completing the development and establishing the Property as a residential community and disposing of the same in Lots and Dwelling Units by sale, lease or otherwise; or (b) conducting thereon its or their business.

Section 18. Waiver of Violations of Covenants and Restrictions. When a building or other structure has been erected, its construction commenced and the building is located on any Lot in a manner so as to constitute a violation or violations of this Declaration, the Declarant or Builder shall have the right, but not the obligation, at any time to release the Lot, or portions of it, from any part of the covenants and restrictions as may be violated, so long as the violation or violations do not conflict with local governmental ordinances or regulations.

Section 19. Air Conditioners. Window and wall installed air conditioning units are prohibited.

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Section 20. Installation of Fences by DeclarantThe Declarant and/or the Builders may place, build, erect and/or install such walls or fences upon such easements as may exist or which may be established along the Lot lines, and adjacent to water retention and/or detention areas located on the Property, which the Declarant and/or the Builders deem necessary or desirable. No Owner, without the express written consent of the Declarant, shall paint, deface, change or renovate such walls or fences in any manner whatsoever, nor shall any attachment be made thereto.

Section 21. Garages. Each home shall have a minimum attached two (2) car garage and a maximum attached three (3) car garage. No garage shall be enclosed permanently or converted to another use, including living areas at any time. All garages must have overhead garage doors, which shall be maintained in a useful and operating condition and shall be kept closed when not in use. **All garage doors must be painted the same color as the home, so as to blend in with the residence.** Carports are not permitted.

Section 22. Signs. No commercial signs or other signs shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed four (4) square feet. If permission is granted for any other signage, the Association shall have the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Association. These restrictions shall not apply to restrict the Declarant, the Builders or the Declarant's or the Builder's agents from erecting such signs as the Declarant or the Builders deem in their sole discretion to be necessary to assist the Declarant or the Builders in selling, leasing or renting any Lot or Dwelling Unit, or other portion of the Property.

Section 23. Allowable Trim. No Owner or tenant of a Dwelling Unit shall install shutters, awnings or other decorative exterior trim without the prior approval of the ARC.

Section 24. Window Coverings. No reflective foil, tinted glass, sheets, newspapers or any other similar material shall be permitted on any windows except for tinted bronze glass and any such installation shall require approval of the ARC.

Section 25. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit.

Section 26. Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of six inches (6") or more (measured four feet (4') from ground level) may not be removed without prior approval of the ARC. All requests for approval of tree removal shall be submitted to the ARC along with a plan showing generally the location of such trees(s).

Section 27. Replacement of Trees. Anyone violating the provisions of Section 26 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the ARC. If the Owner fails or refuses to replace the trees as demanded, the ARC shall cause suitable replacement to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the ARC, its agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 25 above and this Section 26.

Section 28. Lot Trees. Prior to issuance of a certificate of occupancy for the Dwelling Unit to be located on a Lot, there shall be planted a minimum of three (3) trees each of which shall be a minimum of three inch (3") caliper in size and which shall be located in the front yard of each Lot. This shall include a tree planted every 50' along the Subdivision street abutting each Lot, as pre-designated in the Final Engineering Plans for Oak Hammock Preserve prepared by Donald W. McIntosh Associates, Inc., dated 11-12-02 and/or as pre-designated in the Street Tree Landscape Site Plan for Oak Hammock Preserve prepared by Dale & Company dated 08-14-02 (or an alternate location as agreed to by the Osceola County Building Department where preserved existing trees make such installation impractical) (the "Lot Trees"). The Lot Trees will be installed by the Builder of the home on each Lot prior to home certificate of occupancy. If preserved existing trees canopy makes it difficult to comply with the Lot Trees requirement, the Builder will work with Osceola County Building Department and the Declarant for tree placement alternatives. The specimen type of Lot Trees allowed shall be as specified and installed to maintain continuity and shall be subject to selection and approval by the Declarant and Builders.

Approved Tree List - Osceola County, Florida

Large or Overstory Trees

(All large trees are considered canopy trees, except palms)

Oaks (Shumard, Live - N, Turkey - N)
Maple (Red - N, Boxelder)
Magnolia (Southern, Sweet Bay) - N
Sycamore
Sweet Gum - N
Red Bay - N
Cypress (Pond, Bald) - N
Pines (Slash, Longleaf, Sand, Loblolly) - N
Tulip Poplar
Elms (Chinese, Winged, American - N)
Hackberry or Sugarberry - N
(continued, next page)
Basswood or Linden - N
Ash (Green)
Loblolly Bay - N
Hickory (Pignut - N, Scrub - N) & Pecan
Tupelo (Black or Sour Gum) - N
Red Cedar (Southern) - N
Palms (various hardy palms for Central Florida)

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Small Trees

*Holly-American, dahoon, yaupon - N	
*Loquat	20'
*Redbud	30'
Jerusalem Thorn	25'
*Carolina Laurelcherry - N	40'
Chicasaw Plum - N	15'
*Southern Waxed Myrtle - N	25'
Golden Rain Tree	25'
Persimmon - N	15'-45'
*Fringetree -N	30'
*Hornbeam (Blue Beech) - N	25'
Oaks (Myrtle, Bluejack) - N	20'-25'
*Osmanthu spp. - N	20'
*Crape Myrtle	20'
*Podocarpus	20'
Arborvitae, Oriental	30'
*Ligustrum	20'
River Birch	40'

* = understory trees
 N = Native

Section 29. Antenna Restrictions. No one shall be permitted to install or maintain on any Lot, Dwelling Unit or structure, any outside television or radio antenna, disc larger than one meter in diameter, mast aerial, or any size satellite dish larger than one meter in diameter or any other tower for the purpose of audio or visual reception unless the same is approved by the ARC. Any and all of these devices are to be installed at the rear of the unit, out of sight from the street. This restriction shall not serve to prohibit Declarant, Builders or the Association from installing an antenna or satellite antenna disc, or contracting with a third party to install such antenna, for the purpose of providing master or cable television, radio or other electronic service to the Owners in the subdivision.

Section 30. Exterior Paint. All exterior paint colors shall be subject to prior approval of the ARC.

Section 31. Streetside Mail or Other Delivery Boxes. No freestanding streetside mailboxes or other delivery boxes or receptacles of any kind, including those for newspapers, milk and other home deliveries, shall be constructed on any Lot or within the street right-of-way adjacent to any Lot unless and until (if ever) the Association and the ARC shall affirmatively determine that the same shall be permitted within the Subdivision. If such affirmative determination is made, the ARC shall have the right to require that all streetside mailboxes or other delivery boxes or receptacles shall be of one particular type or design specified by the ARC so long as such designated type or design, in the case of mailboxes, meets the rules and regulations of the United States Post Office Department.

Section 32. Additional Rules and Regulations. The Association or Board of Directors may, from time to time, adopt rules and regulations relating to any one or all of the restrictive covenants contained in this Declaration. No Owner, its successors or assigns, tenants, lessees, renters, guests or invitees shall violate the rules and regulations adopted from time to time by the Association or the Board of Directors, whether relating to the use of the Lots, the use of the Common Areas and Common Facilities, or otherwise. No rules or regulations shall violate or change the rights or obligations of Declarant, Developer or Builders as set forth herein.

Section 33. Lakefront Property. As to portions of the Property which have a boundary contiguous to any lake or other body of water, the following restrictions shall be applicable:

- (a) All activities within the limits of any Conservation Easement must be conducted in compliance with the provisions of said Conservation Easement(s) and the covenants set forth therein.
- (b) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake, canal, pond or other body of water or on the banks thereof.

Section 34. Limitations on Leasing; Time Sharing. Ownership of any Lot shall be for single family residential dwelling and related purposes only. Accordingly, any Lot and the improvements from time to time located thereon may not be rented or leased for any single period of less than seven (7) calendar months, except in the case of a shorter rental by or lease to a proposed purchaser as an incident to a bona fide purchase and sale agreement pending closing thereunder. No "Time Sharing Plan", as that term is defined in Section 721.05 Florida Statutes, or any similar plan of fragmented or interval ownership shall be permitted on any Lot. Any Lot Owner who shall lease a Dwelling Unit located on any Lot within the Property shall be required to notify the Board of Directors of said lease, and shall provide such further information regard any lease as may be reasonably required by the Board of Directors.

ARTICLE VII
COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Areas and the Common Facilities, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas and Common Facilities is retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas and Common Facilities is appurtenant to title to each of the Lots. In addition there shall exist no right to transfer the right to use and enjoyment of the Common Areas and Common Facilities in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Areas and Common Facilities appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Declarant, Builders or the

Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE VIII
LENDER'S RIGHTS

Section 1. Information. Upon written request, the Association shall make available for inspection during normal business hours by each Owner, and each lender, holder, insurer or guarantor of any first mortgage on a Lot, a current copy of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the records, books and financial statements of the Association.

Section 2. Financial Statements. Upon written request, each holder of a first mortgage on a Lot shall be entitled to receive a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Lender's Notices. Upon written request to the Association, identifying the name of the holder, insurer or guarantor and the Lot and address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) any condemnation or casualty loss that affects either a material portion of the Property or the Lots securing this mortgage;
- (b) any delinquency notice in the payment of assessments or charges owned by the Owner of any Lot on which it holds the mortgage;
- (c) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant, the Developer, the Builders or each 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. Failure by the Association, the Declarant, the Developer, the Builders or by any Owner to enforce any covenant or restriction herein contained shall be in no event deemed a waiver of the right to do so thereafter. If the Declarant, the Developer, the Builders or Association shall seek to enforce the provisions of this Declaration, then the Declarant, the Developer, the Builders or the Association, as the case may be, shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal. The St. Johns River Water Management District (the "District") shall have the right to enforce any provisions of this Declaration relating to the operation or maintenance of the stormwater management system for the Property in a proceeding at law or in equity.

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Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Binding Effect; Amendment by Owners.

(a) The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, and after which time they shall be automatically extended for successive periods of ten (10) years.

(b) **Subject to the provisions of Section 9 of this Article, this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by not less than seventy-five percent (75%) of the Lot Owners.** Notwithstanding the foregoing, any amendment to this Declaration which adversely affects any lender, holder, insurer or guarantor of any first mortgage on the Property as of the date of recording of this Declaration, shall not become effective unless joined in and consented to by such lender, holder, insurer or guarantor if such first mortgage affects the Property on the effective date of any such amendment.

(c) All amendments thereto shall be recorded in the Public Records of the County and shall not be valid until recorded.

(d) Any amendment to this Declaration which would alter the surface water or stormwater management system for the Property, beyond maintenance thereof in its original condition, including the water management of the Common Areas, must receive approval of the District prior to taking effect.

Section 4. Amendment by Declarant.

(a) Notwithstanding any provision contained herein to the contrary and so long as there exists a Class B Membership in the Association, and except as set forth in Section 9 of this Article IX and elsewhere in this Section 4, the Declarant shall have the right to amend this Declaration at any time and from time to time upon the execution and recording of an instrument executed by the Declarant, for so long as it holds title to any Lot affected by this Declaration, provided, however, that it shall first obtain the express written consent of the Developer

(b) As long as there exists a Class B membership in the Association, the Declarant shall have the right, subject to the provisions of Section 9 of this Article, to amend this Declaration to correct any omission or error, or to effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Declarant, materially and adversely affect substantial property rights of Lot Owners unless the affected Lot Owners consent thereto in writing.

(c) The amendment of this Declaration, pursuant to this Section 4 need be signed and acknowledged only by the Declarant and shall contain a certification that the provisions of this Section have been complied with. Any such amendment need not be approved or

signed by any Member, the Association, Lot Owner, or any lienors or mortgagees of Lots, or by any other person, whether or not elsewhere required for an amendment to the Declaration.

(d) Any amendment to this Declaration which would alter any provision relating to the surface water or stormwater management system for the Property, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the District prior to taking effect.

(e) All amendments hereto, which must have affixed thereto the express written consent of the Developer, shall be recorded in the Public Records of the County and shall not be valid until recorded as herein provided for.

Section 5. Encroachments. In the event that any Lot shall encroach upon any Common Area, conservation area or dedicated area or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area, conservation area or dedicated area shall encroach upon any Lot, then an easement shall exist to the extent of that encroachment for as long as the encroachment shall exist.

Section 6. Notices. Any notice required to be sent to any Owner or the Association, under the provisions of this Declaration, shall be deemed to have been sent when hand delivered or mailed, postage prepaid, to the last known address of the person or person who appear as the Owner of the Lot in the records of the Association at the time of such mailing.

Section 7. Assignment of Declarant's Rights and Obligations. Any and all rights, powers and reservations of the Declarant may be assigned, in whole or in part, to any person, corporation or association which will assume the duties of the Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assuming such duties, the assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Declarant herein. Further, the Declarant may from time to time delegate any and all to its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate. The Declarant may designate as a Class B member of the Association an express successor or assign who acquires a Lot or Lots, provided that such designation shall be only as to those Lots acquired by such express successor or assign.

Section 8. Contracts. Prior to the termination or conversion of Class B membership, the Association shall not be bound either directly or indirectly to contracts or leases (including management contracts) unless the contract or lease contains a right of termination, without cause, which is exercisable without penalty at any time upon not more than ninety (90) days' notice to the other party.

Section 9. THIS SECTION HAS BEEN INTENTIONALLY OMITTED.

Section 10. Annexation. Developer may, from time to time, subject the Additional Property, or portions thereof, to the provisions of this Declaration, without the consent of the then existing Owners, the Builders or the Association, or any mortgagee, by recording a supplemental declaration in the Public Records of the County. Nothing herein, however, shall obligate or require

the Developer to add to the initial portion of the Property, to subject the Additional Property or any portion thereof to the Declaration, or to develop the Additional Property under a common or similar scheme. Nothing herein shall prohibit the Developer from changing the development plans with respect to the Additional Property. All Owners, by acceptance of a deed to their Lots, thereby automatically consent to any such addition, or change hereafter made by Developer and shall evidence such consent in writing if requested to do so by the Developer at any time. Additional residential property or common areas which are not included within the boundaries of the Additional Property, may be annexed to the Property with the consent of two thirds (2/3rds) of each class of the Members.

Upon annexation of any portion of the Additional Property, the Developer shall succeed to and be the Declarant for such Additional Property entitled to rights and privileges of the Declarant as set forth in the Declaration as though originally named as the Declarant of such Additional Property, subject to the Declarant's obligations but only with respect to such Additional Property as may be annexed from time to time by the Developer. In the event the Developer expressly assigns its Developer's rights to any portion of the Additional Property which is annexed, whether by Developer or its assignee, the assignee shall be deemed the Declarant of the Additional Property to which the assignment applies and the Developer shall not be the Declarant as to such Additional Property.

Section 11. Waiver of Violations. Declarant, its express successor or assigns, reserves the right to waive any violations of the covenants contained in this Declaration, in the event Declarant shall determine, in its sole discretion, that such violations are minor or dictated by the peculiarities of a particular Lot configuration or topography.

Section 12. Liability of Lot Owners for Damages. Nothing in this Declaration shall be construed to impose absolute liability on the Owner of any Lot for damage or injury to the Common Areas or Lots and such Owners shall only be responsible for damage or injury caused by the negligent or intentional acts of the Owner.

Section 13. Paragraph Headings Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way define, limit or describe the scope and intent of the particular paragraph to which they refer.

Section 14. Effective Date. This Declaration will become effective upon recordation of the same in the Public Records of the County.

Section 15. Construction Notice and Acceptance. Every person or entity that owns or acquires any right, title or interest in or to any portion of the Property, or any portion thereof, is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquires such right, title or interest.

Section 16. Insurance.

(a) The Association shall keep (i) the Common Facilities and any other buildings or improvements in the Common Areas insured against loss by fire and the risks

covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurance replacement value thereof, and (ii) all personal property owned by the Association insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Association. Insurance proceeds for the Common Facilities, any other improvements in the Common Areas and any personal property owned by the Association shall be payable to the Association. In the event of any loss, damage or destruction, the Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Areas. In the event the cost of such replacement repair or rebuilding of the Common Facilities or any other improvements in the Common Areas (i) exceeds the insurance proceeds available therefore, or (ii) no insurance proceeds are available therefore, the deficiency of full costs thereof shall be assessed to the Owners as a Special Assessment and shall be collected pursuant to Article IV, Section 4 of this Declaration.

(b) The Association shall procure and keep in force public liability insurance in the name of the Association and the Owners against any liability for personal injury or property damage resulting from any one occurrence in or about the Common Areas, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event. The Association, at its discretion, shall obtain Director and Officer liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00).

(c) Copies of all such insurance policies (or certificates thereof showing premiums thereon to have been paid) shall be retained by the Association and open for inspection by the Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancelable by the insurer without first giving at least ten (10) days prior notice in writing to the Association, and (ii) contain a waiver of subrogation by the insurer(s) against the Association, Board and Owners.

Section 17. Mortgaging of Common Areas . The Common Areas shall not be mortgaged or conveyed by the Association without the consent of at least two-thirds (2/3rds) of each class of Members; provided, however, that if there has ceased to be any Class B Members, then the consent of at least two-thirds (2/3rds) of the Class A Members excluding the Declarant shall be required.

Section 18. Municipal Service Taxing Unit. Upon acceptance of any Deed or other instrument conveying title to any Lot, each Owner thereof acknowledges that each such Lot is or may be located in one or more municipal service taxing units (each being an "MSTU") for the purpose of providing street lighting, stormwater management system tracts, garbage collection service, maintenance of streets and any other uses for which an MSTU may be established under Florida Law, including funds necessary for maintenance of drainage and run-off retention areas. Each Owner agrees to be subject to and bound by such MSTU's and to pay all fees, charges, surcharges, levies and assessments, in whatsoever nature or form, relating to said districts and/or to the Owner's Lot. Further, each Owner agrees that it shall cooperate fully with Declarant, Developer or the Association in connection with any efforts of Declarant, Developer or the Association to include the Property in any MSTU and to execute any documents or instruments which may be required.

ARTICLE X
SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM;
DRAINAGE SWALES; CONSERVATION EASEMENTS AND UPLAND BUFFER

Section 1. Surface Water or Stormwater Management System; Drainage SwaleThe Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management systems. Maintenance of the surface water or stormwater management systems shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the South Florida Water Management District (the "District"). The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved, by the District.

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the District.

The Developer may have constructed a drainage swale upon Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lots from time to time. Each Lot Owner, including Builders, shall be responsible for the maintenance, operation and repair of the swales on their respective Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities required under the District Permit. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swales shall be authorized and any damage to any portion or part of the drainage swales, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swales returned to its former condition as soon as possible by the Owner of the Lot upon which the damaged swale is located.

The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system which relate to provisions outlined in South Florida Water Management District Permit Number 49-01211-P (the "District Permit"). Any amendment to the Covenants and Restrictions which alter any provisions relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas required by the District Permit, must have the prior approval of the District.

ARTICLE XI
COMMON AREAS AND COMMON FACILITIES

Section 1. Conveyance by Developer. On or before the date of the first sale, transfer and conveyance by Builders to any third party Owner of title to any Lot, the Common Areas and Common Facilities (the "Common Property") shown on and included in the Plat pursuant to which such Lot is created shall be conveyed by Declarant to the Association free and clear of any and all liens, encumbrances, exceptions or qualifications whatsoever, save and except only for (a) real property taxes for the year of such conveyance, (b) title exceptions (other than mortgages) of record, if any, (c) the covenants, conditions, restrictions, easements and reservations set forth in this Declaration and any amendments hereto.

Section 2. Additional Common Property. In addition to the Common Property described in Article XII of this Declaration, Declarant, in its sole discretion, shall have the right to convey to the Association and the Association shall be obligated to accept any other portion of the Property owned by Declarant so long as such property is used or useful for any of the objects and purposes for which the Association has been created and established. Should Declarant so convey any such additional property, the same shall thereupon become common property of the Association subject to all covenants, conditions, restrictions, easements and reservations set forth in this Declaration with respect to all other Common Property.

Section 3. Restriction on Use. Subsequent to the conveyance of any Common Property to the Association by Declarant, the Common Property shall be developed, improved, maintained, used and enjoyed solely for the purposes specified in this Declaration and in the instrument of conveyance and for the common health, safety, welfare and recreation of the residents of and visitors to Oak Hammock Preserve and for no other purpose or purposes whatsoever. No other use shall be made of the Common Property without the prior written consent of Declarant and the Association.

Section 4. Encumbrance as Security. The Association shall have the right in accordance with this Declaration and subject to its organizational documents to (a) borrow money for the purpose of improving, replacing, restoring or expanding the Common Property, or any portion thereof, and to mortgage or otherwise encumber the Common Property, or any portion thereof, solely as security for any such loan or loans and (b) engage in leasing and/or purchase money financing with respect to personal property and equipment leased and/or purchased by it in connection with the performance of its duties and obligations pursuant to this Declaration and to secure the payment of the rental and/or the purchase price thereof by the encumbrance of the personal property and equipment so leased and/or purchased; it being expressly provided, however, that any such mortgage or other encumbrance shall be subject in all respects to the terms and provisions of this Declaration and any amendments hereto and, provided further, that in no event shall the Association be entitled or empowered to mortgage or otherwise encumber the Surface Water Management System or its constituent properties, easements, appurtenances or facilities or any other easements granted to the Association.

Section 5. Use by Owners. Subject to any reasonable rules and regulations adopted and promulgated by the Association and subject always to any and all easements granted by or reserved to Developer in this Declaration, each and every Owner shall have the non-exclusive right, privilege, license and easement to use and enjoy the Common Property for the purpose or purposes for which

the same in conveyed, designated and intended by Declarant and owned, held and maintained by the Association, and such nonexclusive right, privilege, license and easement shall be an appurtenance to and shall pass with the title to each and every Lot; subject, however, at all times to the terms, provisions, covenants, conditions, restrictions, easements and reservations set forth in this Declaration including, without limitation, the following, to wit:

(a) The right of the Association to suspend the right, privilege and easement of any Owner and the members of his family, tenants, guests or other invitees to use the Common Property or any portion thereof designated by the Association during any time in which any Assessment levied by the Association against such Owner and his Lot remains unpaid and delinquent for a period of thirty (30) days or more or for a period not to exceed thirty (30) days for any single infraction of the Rules and Regulations of the Association with respect to the use of the Common Property provided, however, that except for a suspension of such right, privilege and easement occasioned by the failure of an Owner to pay any Assessment within thirty (30) days from the date that the same is levied by the Association, and suspension of the right, privilege and easement to use and enjoy the Common Property shall be made by the Association, or a committee duly appointed by the Association for that purpose, only after appropriate notice and hearing given and held in accordance with the By-Laws of the Association. Notwithstanding anything herein set forth to the contrary, however, the Association shall have no right, power or authority hereunder to suspend or otherwise unreasonably interfere with the right, privilege, license and easement of any Lot or the Owner thereof to use the Surface Water Management System for its intended purpose.

(b) The right of the Association to limit the number of guests of Owners who may use the Common Property from time to time and to limit the use of the Common Property by persons not in possession of a Lot at a particular time but owning a sufficient interest therein for classification as an Owner and member of the Association.

(c) The right of the Association to take such steps as are reasonably necessary to maintain, preserve and protect the Common Property and preserve and protect the health and safety of persons and property from time to time located upon or within the Property.

Section 6. Delegation of Use. Any Owner of a Lot shall be entitled to and may delegate his right, privilege, license and easement to use and enjoy the Common Property to the members of his family, his tenants, guests or other invitees; subject, at all times, however, to such reasonable rules and regulations governing such delegation as may be established, promulgated and enforced by the Association. In the event and for so long as an Owner of a Lot shall delegate such right, privilege, license and easement for use and enjoyment to tenants who reside on his Lot, the Association shall be entitled, after the adoption and promulgation or appropriate rules and regulations with respect thereto, to limit or restrict the right of such Owner in the simultaneous exercise of such right, privilege, license and easement of and for the use and enjoyment of the Common Property.

Section 7. Waiver of Use. No Owner of a Lot may exempt himself from personal liability for, or exempt his Lot from, and Assessments duly levied by the Association, or release the Lot owner by him from the liens, charges, encumbrances and other provisions of this Declaration or the rules and regulations of the Association by (a) the voluntary waiver of the right, privilege, license and easement for the use and enjoyment of the Common Property, (b) the abandonment of his Lot or (c) conduct which results in the Association's suspension of such right, privilege, license and easement as provided in this Declaration.

Section 8. Administration and Care. The administration, management, care, maintenance, repair, restoration, replacement, preservation, protection and regulation of the Common Property shall be the responsibility of the Association as provided in this Declaration and in the Articles of Incorporation of the Association.

Section 9. Rules and Regulations. In addition to the foregoing restrictions on the use of Common Property, the Association shall have the right, power and authority to promulgate and impose reasonable rules and regulations governing and/or restricting the use of Common Property and to thereafter change, modify, alter, amend, rescind and augment any of the same; of this Declaration. Any such rules or regulations so promulgated by the Association shall be applicable to and binding upon all Common Property and all Owners and their successors and assigns, as well as upon all members of their families, their tenants, guests, and other invitees and upon all other parties claiming by, through or under such Owners.

ARTICLE XII
SPECIAL PROVISIONS

Section 1. The Common Tracts L, M, N, O, P, Q and R as shown on the Plat are open space Tracts and are dedicated to and maintained by the Association. Tracts B, G, H, I, J and S as shown on the Plat are recreation and/or park Tracts and are dedicated to and owned by the Association. Tracts E and F as shown on the Plat are Buffer and Landscape Tracts and are dedicated to and owned by the Association. Tract K as shown on the Plat is an Access/Open Space Tract and is dedicated to and owned by the Association.

Section 2. Tracts C and D as shown on the Plat are drainage/retention tracts and are dedicated to and maintained by the Association. Stormwater management facilities are dedicated to the public and operated and maintained by a legally constituted MSTU pursuant to Article IX, Section 18 hereinabove.

Section 3. Tract A is a lift station and is dedicated to and maintained by the County.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

Oak Hammock Preserve Venture, a Florida general partnership
By: Keewin Oak Hammock Preserve, LLC, a Florida limited liability company, its managing general partner

Susann Malatino Price
Susann Malatino Price
Print Name

By: Allan E. Keen
Its: Manager

Cheryl M. Kirst
Cheryl M. Kirst
Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned, a Notary Public in and for the State of Florida, duly commissioned and sworn, personally appeared Allan E. Keen, as Manager of Keewin Oak Hammock Preserve, LLC, a Florida limited liability company, the Managing General Partner of Oak Hammock Preserve Venture, a Florida general partnership, who is personally known to me, and who acknowledged that he signed and sealed the same on behalf of said partnership and corporation as his voluntary act and deed for the uses and purposes therein contained and without taking an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of July, 2003.

(NOTARY SEAL)

Cheryl M. Kirst
(Notary Signature)
Cheryl M. Kirst
(Notary Name Printed)
NOTARY PUBLIC
Commission No. CC 985792



Cheryl M. Kirst
MY COMMISSION # CC985792 EXPIRES
January 21, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

CL 2003211127

DR 2377/2577

EXHIBIT "A"

LEGAL DESCRIPTION

KEEWIN OAK HAMMOCK PRESERVE
UNIT 1

DESCRIPTION:

That part of Sections 5 and 8, Township 26 South, Range 29 East, and that part of Government Lot 1 of said Section 8 and the South 1/2 of Government Lot 2 of said Section 5, Osceola County, Florida, described as follows:

Commence at the Southwest corner of said Section 5; thence run S89°55'56"E along the South line of the Southwest 1/4 of said Section 5 for a distance of 1400.25 feet to a point on the East right-of-way line of Pleasant Hill Road (County Road 531), as described in Official Records Book 1336, Page 2153, of the Public Records of Osceola County, Florida; thence leaving said South line run N01°26'00"W along said East right-of-way line for a distance of 35.80 feet to the POINT OF BEGINNING; thence continue N01°26'00"W along said East right-of-way line for a distance of 626.18 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 5; thence run S89°55'50"E along the North line of said South 1/2 of the Southeast 1/4 of said Southwest 1/4 and along the North line of the South 1/2 of said Government Lot 2 for a distance of 2808.48 feet; thence leaving said North line run S15°38'08"W for a distance of 267.29 feet; thence run S09°26'35"W for a distance of 366.85 feet; thence run S01°47'46"W for a distance of 305.03 feet; thence run S09°19'34"E for a distance of 205.48 feet; thence run S78°14'32"W for a distance of 171.07 feet to a point on a non-tangent curve concave Easterly having a radius of 1835.00 feet and a chord bearing of S11°54'29"E; thence run Southerly along the arc of said curve through a central angle of 00°18'01" for a distance of 9.62 feet to a non-tangent line; thence run S77°56'31"W for a distance of 186.83 feet; thence run S08°25'59"E for a distance of 31.11 feet; thence run S18°16'48"E for a distance of 165.71 feet; thence run S22°30'14"E for a distance of 102.94 feet; thence run S26°50'38"E for a distance of 103.06 feet; thence run S31°03'12"E for a distance of 97.11 feet; thence run S32°51'05"E for a distance of 95.84 feet to a point on a non-tangent curve concave Northerly having a radius of 375.00 feet and a chord bearing of S80°14'18"W; thence run Westerly along the arc of said curve through a central angle of 29°05'39" for a distance of 190.42 feet to the point of tangency; thence run N85°12'53"W for a distance of 114.72 feet; thence run N04°47'07"E for a distance of 143.77 feet; thence run N85°12'53"W for a distance of 81.36 feet; thence run S87°02'29"W for a distance of 247.26 feet; thence run N67°09'03"W for a distance of 118.57 feet; thence run N38°20'48"W for a distance of 144.46 feet; thence run N29°13'39"W for a distance of 98.79 feet; thence run

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S50°16'04"W for a distance of 143.56 feet to a point on a non-tangent curve concave Southwesterly having a radius of 525.00 feet and a chord bearing of S39°31'06"E; thence run Southeasterly along the arc of said curve through a central angle of 00°25'39" for a distance of 3.92 feet to a non-tangent line; thence run S50°41'44"W for a distance of 50.00 feet to a point on a non-tangent curve concave Southwesterly having a radius of 475.00 feet and a chord bearing of S36°38'26"E; thence run Southeasterly along the arc of said curve through a central angle of 05°19'42" for a distance of 44.17 feet to the point of tangency; thence run S33°58'35"E for a distance of 44.76 feet; thence run S56°01'25"W for a distance of 125.00 feet; thence run S89°57'18"W for a distance of 54.26 feet; thence run N65°27'57"W for a distance of 127.90 feet; thence run N57°55'23"W for a distance of 100.39 feet; thence run S88°34'00"W for a distance of 154.38 feet; thence run N83°28'14"W for a distance of 50.49 feet; thence run S88°34'00"W for a distance of 125.00 feet; thence run N01°26'00"W for a distance of 241.29 feet; thence run N10°12'17"E for a distance of 99.94 feet to a point on a non-tangent curve concave Southerly having a radius of 375.00 feet and a chord bearing of N88°36'22"W; thence run Westerly along the arc of said curve through a central angle of 05°39'17" for a distance of 37.01 feet to the point of tangency; thence run S88°34'00"W for a distance of 83.21 feet to the point of curvature of a curve concave Southeasterly having a radius of 25.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a non-tangent line; thence run S88°34'00"W for a distance of 50.00 feet; thence run N01°26'00"W for a distance of 69.72 feet to the point of curvature of a curve concave Easterly having a radius of 625.00 feet; thence run Northerly along the arc of said curve through a central angle of 04°29'17" for a distance of 48.96 feet to a non-tangent line; thence run N86°56'43"W for a distance of 127.54 feet; thence run N07°13'04"E for a distance of 79.46 feet; thence run N09°05'50"E for a distance of 340.09 feet; thence run N17°19'35"W for a distance of 105.76 feet to a point on a non-tangent curve concave Southwesterly having a radius of 800.00 feet and a chord bearing of N67°43'50"W; thence run Northwesterly along the arc of said curve through a central angle of 10°18'45" for a distance of 143.99 feet to a non-tangent line; thence run N71°01'35"W for a distance of 51.25 feet to a point on a non-tangent curve concave Southerly having a radius of 800.00 feet and a chord bearing of N82°55'08"W; thence run Westerly along the arc of said curve through a central angle of 17°01'44" for a distance of 237.77 feet to the point of tangency; thence run S88°34'00"W for a distance of 123.78 feet; thence run S43°34'00"W for a distance of 165.67 feet; to the POINT OF BEGINNING.

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OR 2377/2579

Containing 77.705 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

COPY

CL 2003211127

DR 2377/2580

EXHIBIT "B"
Additional Property
Legal Description

**KEEWIN OAK HAMMOCK PRESERVE
UNIT 2**

DESCRIPTION:

PARCEL A

That part of Sections 5 and 8, Township 26 South, Range 29 East, and that part of Government Lot 1 of said Section 8 and the South 1/2 of Government Lot 2 of said Section 5, Osceola County, Florida, described as follows:

Commence at the Southwest corner of said Section 5; thence run S89°55'56"E along the South line of the Southwest 1/4 of said Section 5 for a distance of 1400.25 feet to a point on the East right-of-way line of Pleasant Hill Road (County Road 531), as described in Official Records Book 1336, Page 2153, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence run S01°26'00"E along said East right-of-way line for a distance of 590.89 feet; thence leaving said East right-of-way line run N88°34'00"E for a distance of 195.00 feet; thence run N01°26'00"W for a distance of 38.32 feet; thence run N88°34'00"E for a distance of 120.00 feet; thence run N01°26'00"W for a distance of 271.70 feet; thence run N09°57'07"E for a distance of 112.55 feet; thence run S79°24'41"E for a distance of 60.00 feet; thence run N11°06'39"E for a distance of 136.35 feet to a point on a non-tangent curve concave Southerly having a radius of 625.00 feet and a chord bearing of S73°14'01"E; thence run Easterly along the arc of said curve through a central angle of 02°02'37" for a distance of 22.29 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 75.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 17°46'53" for a distance of 23.28 feet to a non-tangent line; thence run N35°34'11"E for a distance of 50.00 feet to a point on a non-tangent curve concave Easterly having a radius of 25.00 feet and a chord bearing of N18°29'40"W; thence run Northerly along the arc of said curve through a central angle of 71°52'19" for a distance of 31.36 feet to the point of tangency; thence run N17°26'30"E for a distance of 100.88 feet to the point of curvature of a curve concave Southeasterly having a radius of 25.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 11°02'33" for a distance of 4.82 feet to a non-tangent line; thence run N71°01'35"W for a distance of 51.25 feet to the point of curvature of a curve concave Southerly having a radius of 800.00 feet; thence run Westerly along the arc of said curve through a central angle of 17°01'44" for a distance of 237.77 feet to the point of tangency; thence run S88°34'00"W for a distance of 123.78 feet; thence run S43°34'00"W for a distance of 165.67 feet to the aforesaid

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OR 2377/2581

East right-of-way line of Pleasant Hill Road; thence run S01°26'00"E along said East right-of-way line for a distance of 35.80 feet to the POINT OF BEGINNING. Containing 6.211 acres more or less.

AND:

PARCEL B

That part of Sections 5 and 8, Township 26 South, Range 29 East, and that part of Government Lot 1 of said Section 8 and the South 1/2 of Government Lot 2 of said Section 5, Osceola County, Florida, described as follows:

Commence at the Southwest corner of said Section 5; thence run S89°55'56"E along the South line of the Southwest 1/4 of said Section 5 for a distance of 2022.12 feet; thence leaving said South line run S00°03'34"W for a distance of 456.39 feet to the POINT OF BEGINNING; thence run S07°13'04"W for a distance of 15.63 feet; thence run S01°26'00"E for a distance of 142.50 feet; thence run S03°11'03"W for a distance of 30.04 feet; thence run S01°26'00"E for a distance of 674.23 feet to a point on the South line of the Northwest 1/4 of said Section 8; thence run S89°56'16"E along said South line for a distance of 610.78 feet to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 8; thence run N89°57'18"E along the South line of said Government Lot 1 for a distance of 1981.84 feet; thence leaving said South line run N39°13'23"W for a distance of 278.79 feet; thence run N34°16'43"W for a distance of 404.37 feet; thence run N25°48'02"W for a distance of 327.68 feet; thence run N09°19'34"W for a distance of 4.49 feet; thence run S78°14'32"W for a distance of 171.07 feet to a point on a non-tangent curve concave Easterly having a radius of 1835.00 feet and a chord bearing of S11°54'29"E; thence run Southerly along the arc of said curve through a central angle of 00°18'01" for a distance of 9.62 feet to a non-tangent line; thence run S77°56'31"W for a distance of 186.83 feet; thence run S08°25'59"E for a distance of 31.11 feet; thence run S18°16'48"E for a distance of 165.71 feet; thence run S22°30'14"E for a distance of 102.94 feet; thence run S26°50'38"E for a distance of 103.06 feet; thence run S31°03'12"E for a distance of 97.11 feet; thence run S32°51'05"E for a distance of 95.84 feet to a point on a non-tangent curve concave Northerly having a radius of 375.00 feet and a chord bearing of S80°14'18"W; thence run Westerly along the arc of said curve through a central angle of 29°05'39" for a distance of 190.42 feet to the point of tangency; thence run N85°12'53"W for a distance of 114.72 feet; thence run N04°47'07"E for a distance of 143.77 feet; thence run N85°12'53"W for a distance of 81.36 feet; thence run S87°02'29"W for a distance of 247.26 feet; thence run N67°09'03"W

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for a distance of 118.57 feet; thence run N38°20'48"W for a distance of 144.46 feet; thence run N29°13'39"W for a distance of 98.79 feet; thence run S50°16'04"W for a distance of 143.56 feet to a point on a non-tangent curve concave Southwesterly having a radius of 525.00 feet and a chord bearing of S39°31'06"E; thence run Southeasterly along the arc of said curve through a central angle of 00°25'39" for a distance of 3.92 feet to a non-tangent line; thence run S50°41'44"W for a distance of 50.00 feet to a point on a non-tangent curve concave Southwesterly having a radius of 475.00 feet and a chord bearing of S36°38'26"E; thence run Southeasterly along the arc of said curve through a central angle of 05°19'42" for a distance of 44.17 feet to the point of tangency; thence run S33°58'35"E for a distance of 44.76 feet; thence run S56°01'25"W for a distance of 125.00 feet; thence run S89°57'18"W for a distance of 54.26 feet; thence run N65°27'57"W for a distance of 127.90 feet; thence run N57°55'23"W for a distance of 100.39 feet; thence run S88°34'00"W for a distance of 154.38 feet; thence run N83°28'14"W for a distance of 50.49 feet; thence run S88°34'00"W for a distance of 125.00 feet; thence run N01°26'00"W for a distance of 241.29 feet; thence run N10°12'17"E for a distance of 99.94 feet to a point on a non-tangent curve concave Southerly having a radius of 375.00 feet and a chord bearing of N88°36'22"W; thence run Westerly along the arc of said curve through a central angle of 05°39'17" for a distance of 37.01 feet to the point of tangency; thence run S88°34'00"W for a distance of 83.21 feet to the point of curvature of a curve concave Southeasterly having a radius of 25.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a non-tangent line; thence run S88°34'00"W for a distance of 50.00 feet; thence run N01°26'00"W for a distance of 69.72 feet to the point of curvature of a curve concave Easterly having a radius of 625.00 feet; thence run Northerly along the arc of said curve through a central angle of 04°29'17" for a distance of 48.96 feet to a non-tangent line; thence run N86°56'43"W for a distance of 127.54 feet to the POINT OF BEGINNING. Containing 28.074 acres more or less.

Together containing 34.285 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

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KEEWIN OAK HAMMOCK PRESERVE
UNIT 3

DESCRIPTION:

That part of Sections 5 and 8, Township 26 South, Range 29 East, Osceola County, Florida, described as follows:

Commence at the Southwest corner of said Section 5; thence run S89°55'56"E along the South line of the Southwest 1/4 of said Section 5 for a distance of 1400.25 feet to a point on the East right-of-way line of Pleasant Hill Road (County Road 531), as described in Official Records Book 1336, Page 2153, of the Public Records of Orange County, Florida; thence run S01°26'00"E along said East right-of-way line for a distance of 590.89 feet to the POINT OF BEGINNING; thence leaving said East right-of-way line run N88°34'00"E for a distance of 195.00 feet; thence run N01°26'00"W for a distance of 38.32 feet; thence run N88°34'00"E for a distance of 120.00 feet; thence run N01°26'00"W for a distance of 271.70 feet; thence run N09°57'07"E for a distance of 112.55 feet; thence run S79°24'41"E for a distance of 60.00 feet; thence run N11°06'39"E for a distance of 136.35 feet to a point on a non-tangent curve concave Southerly having a radius of 625.00 feet and a chord bearing of S73°14'01"E; thence run Easterly along the arc of said curve through a central angle of 02°02'37" for a distance of 22.29 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 75.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 17°46'53" for a distance of 23.28 feet to a non-tangent line; thence run N35°34'11"E for a distance of 50.00 feet to a point on a non-tangent curve concave Easterly having a radius of 25.00 feet; thence run Northerly along the arc of said curve through a central angle of 71°52'19" for a distance of 31.36 feet to the point of tangency; thence run N17°26'30"E for a distance of 100.88 feet to the point of curvature of a curve concave Southeasterly having a radius of 25.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 11°02'33" for a distance of 4.82 feet to a point on a non-tangent curve concave Southwesterly having a radius of 800.00 feet and a chord bearing of S67°43'50"E; thence run Southeasterly along the arc of said curve through a central angle of 10°18'45" for a distance of 143.99 feet to a non-tangent line; thence run S17°19'35"E for a distance of 105.76 feet; thence run S09°05'50"W for a distance of 340.09 feet; thence run S07°13'04"W for a distance of 95.09 feet; thence run S01°26'00"E for a distance of 142.50 feet; thence run S03°11'03"W for a distance of 30.04 feet; thence run S01°26'00"E for a distance of 674.23 feet to a point on the South line of the Northwest 1/4 of said Section 8; thence run N89°56'16"W along said South line for

a distance of 590.21 feet to a point on the aforesaid East right-of-way line of Pleasant Hill Road, said point also being a point on a non-tangent curve concave Easterly having a radius of 2794.79 feet and a chord bearing of N04°11'22"W thence run Northerly along said East right-of-way line and along the arc of said curve through a central angle of 06°39'28" for a distance of 324.76 feet to the point of tangency; thence run N00°51'42"W along said East right-of-way line for a distance of 62.26 feet; thence run N01°26'00"W along said East right-of-way line for a distance of 341.82 feet to the POINT OF BEGINNING.

Containing 14.474 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

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OR 2377/2585