

Rec Fee \$ 161.00 MARTHA O. HAYNIE
 Add Fee \$ 20.50 Orange County
 Doc Tax \$ _____ Comptroller
 Int Tax \$ _____ By mgf
 Total \$ 181.50 Deputy Clerk

This Instrument Prepared By:
 Gregory K. Lawrence, Esquire
 DEAN, MEAD, EGERTON, BLOODWORTH,
 CAPOUANO & BOZARTH, P.A.
 Post Office Box 2346
 Orlando, Florida 32802-2346
 (407) 841-1200

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
 RESERVATIONS AND EASEMENTS FOR CRANE'S POINT**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
 RESERVATIONS AND EASEMENTS FOR CRANE'S POINT (the "Declaration") is
 made this 6 day of JANUARY, 1992 by EVELYN H. CRANE
 (hereinafter referred to as the "Developer") whose address is 2537
 Shrewsbury Road, Orlando, Florida 32803.

WITNESSETH: 3983008 Orange Co. FL.
 01/31/92 09:13:23am

WHEREAS, the Developer is the owner of that certain real
 property located in Orange County, Florida described as the
 Properties in section 2.1 hereinbelow except for Lot 1 thereof; and

WHEREAS, Gerard Arthur is the owner of Lot 1 of the
 Properties and has by separate Joinder attached hereto subjected
 his real property to the provisions of this Declaration;

WHEREAS, the Developer intends to provide a consistent
 plan of development for the Properties described in section 2.1
 hereinbelow for the present, future and continued use of the
 Properties as a single-family residential development known as
 "Crane's Point";

OR 4369 PG 1593

NOW, THEREFORE, the Developer hereby declares that the
 Properties described in section 2.1 hereinbelow shall be held, sold
 and conveyed subject to the following covenants, conditions,
 restrictions, reservations and easements, which are for the purpose
 of protecting the value and desirability of, and which will run
 with, the Properties and be binding upon all parties having any
 right, title or interest in the Properties or any part thereof,
 their heirs, legal representatives, successors and assigns, and
 shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

The following terms used in this Declaration (unless the
 context shall expressly prohibit) shall have the following
 meanings:

Section 1.1 "Articles" shall mean the Articles of
 Incorporation of the Association (as defined hereinbelow). A copy

RETURN TO:
 GARY SHOWE
 ENGINEERING DEPT.

of the initial Articles is attached hereto as Schedule "A" and made a part hereof.

Section 1.2 "Association" shall mean and refer to Crane's Point Homeowners' Association, Inc., a Florida corporation not for profit, and its successors and assigns.

Section 1.3 "Board" shall mean the Board of Directors of the Association.

Section 1.4 "Bylaws" shall mean the Bylaws of the Association. A copy of the initial Bylaws is attached hereto as Schedule "B" and made a part hereof.

Section 1.5 "Common Area" shall mean and refer to those tracts, if any, designated by the Developer as Common Area and dedicated to the Association on that certain plat of the Properties recorded in Plat Book 29, Page 74, Public Records of Orange County, Florida, and any subsequent recorded amendments or revisions thereto, together with such other property, both real and personal, which may be acquired by the Association by purchase, gift, lease or otherwise.

Section 1.6 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, Reservations and Easements, and all amendments thereto and modifications thereof as may be recorded in the Public Records of Orange County, Florida.

Section 1.7 "Crane's Point" shall mean the single-family, residential development known as "Crane's Point" which is constituted by all of the Properties described in section 2.1 hereinbelow.

Section 1.8 "Developer" shall mean Evelyn H. Crane, her heirs, legal representatives and assigns. A builder, contractor or other person who purchases one or more Lots for the purpose of constructing dwelling units thereon shall not be deemed to be the "Developer".

Section 1.9 "Institutional Mortgagee" means (a) any state or federal savings bank, commercial bank or savings and loan association, real estate investment trust, or insurance or mortgage banking company doing business in the State of Florida; and (b) any so-called "secondary mortgage market institution", including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing; and (c) any pension or profit-sharing plan or any lending or investing institution generally and customarily recognized as being engaged, in the ordinary course of business, in making, holding, issuing or guaranteeing first mortgage real estate loans; and (d) the Developer to the extent the Developer shall hold

a mortgage or any portion of the Properties, and all successors, assigns and transferees of the Developer who shall own or hold any mortgage originally executed and delivered to, and owned and held by, the Developer.

Section 1.10 "Lot" shall mean and refer to any lot on the recorded subdivision plat of the Properties, as such may be amended or revised from time to time, which plat is now of record or may hereafter be recorded in the Public Records of Orange County, Florida, and any lot shown upon any resubdivision of any such plat, with the exception of the Common Area and any tracts which are dedicated on any such plat or otherwise conveyed to Orange County, Florida or any other governmental entity, agency or authority.

Section 1.11 "Member" shall mean and refer to all of those Owners (as defined hereinbelow) who are members of the Association as provided in sections 4.1 and 4.2 hereinbelow.

Section 1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.13 "Properties" shall mean and refer to the real property described in section 2.1 hereinbelow.

Section 1.14 "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, overdrainage, 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 - PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1 Legal Description. The initial real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Orange County, Florida and is more particularly described as follows:

Lots 1 through 8, inclusive, CRANE'S POINT, according to the plat thereof as recorded in Plat Book 29, Page 74, Public Records of Orange County, Florida;

all of which real property is herein referred to collectively as "Properties".

ARTICLE III - PROPERTY RIGHTS

Section 3.1 Common Area. The Common Area shall be conveyed or assigned to the Association for the joint and several use, in common of the Owners of all Lots that constitute part of the Properties, in the manner specified herein. When all improvements proposed by the Developer to be constructed within the Properties have been completed and conveyed to purchasers, or sooner at the Developer's option exercisable from time to time as to any portion or all of the Common Area, the Developer, or its successors and assigns, shall convey, assign and/or transfer the record fee simple title (or such right, title and interest as shall then be owned by it) to the Common Area (except portions thereof lying within dedicated areas) to the Association, and the Association shall accept such conveyance and/or assignment, holding title and interest for the Owners as stated in the preceding sentence. The Developer shall have the right from time to time to enter upon the Common Area for the purpose of construction of any facilities on the Common Area that the Developer elects to build, and the Developer shall have the right to use the Common Area for sales, displays and signs during the period of construction and sales of all of the land owned by the Developer within the Properties.

Section 3.2 Owners' Easements of Enjoyment. Every Owner shall have a right and easement for the use and enjoyment of the Common Area in common with all other Owners, which shall be appurtenant to and shall pass with the title to every Lot. Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment of the Common Area to such Owner's family, tenants or contract purchasers who reside on such Owner's Lot.

The rights of use and enjoyment of the Common Area are hereby made subject to the following superior rights:

(a) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Area and all facilities at any time situated thereon. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of the voting interest of the Members entitled to vote has been recorded and unless such dedication is agreed to by the applicable public agency, authority or utility.

Section 3.3 Maintenance. The Association shall at all times maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Area and any landscaping and improvements, except utilities, situated on the Common Area (upon completion of construction by the Developer), all such work to be done as ordered by the Board. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) 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 St. Johns Water Management 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 St. Johns Water Management District. The Association shall indemnify and hold Orange County harmless from all losses, damages, costs, claims, suits, liabilities, expenses, and attorney's fees (including those for legal services rendered at the Appellate Court level), resulting from or relating to the use, construction, or maintenance of any improvements located within the Common Area including the private roadway within Tract A and the Surface Water or Stormwater Management System. Orange County is a third party beneficiary of the Association's maintenance obligations and Orange County has the legal right to enforce said maintenance and indemnification obligations against the Association in a court of competent jurisdiction. Notwithstanding another provision of this Declaration, the Association may not amend or remove from this Declaration any of the foregoing language pertaining to the Association's maintenance and indemnification obligations to Orange County.

Section 3.4 Utility Easement. There is hereby created a blanket easement upon, across, over, through and under Tract "A" of the Common Area for installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewer, gas, telephone, electricity, drainage, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on the Properties, and to excavate for such purpose providing such company restores disturbed areas to the condition in which they were found. This easement shall in no way affect any other dedicated or recorded utility easements covering the Properties. Public and private utilities may be installed underground in the Common Area when necessary to the service of the Properties.

Section 3.5 Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress

and egress over and across the Common Area in the performance of their respective duties.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

Section 4.1 Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Transfer of Lot ownership either voluntarily or by operation of law shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

Section 4.2 Voting. The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent she would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, but the single vote for such Lot shall be exercised as they among themselves determine but, subject only to the following subsection, in no event shall more than one (1) vote be cast with respect to any such Lot.

(b) Class B. The Class B Member shall be the Developer. The Class B member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate ninety (90) days after the last Lot (other than Lot 2) within the Properties has been sold and conveyed by the Developer (or her affiliates), or sooner at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association and whereupon the Developer shall have only the rights of a Class A Member so long as she is still the owner of Lot 2).

ARTICLE V - COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of the Assessments. Except as provided in section 5.11 hereinbelow, the Developer for each Lot owned by her within the Properties hereby covenants and agrees, each Owner of any Lot by acceptance of a deed therefor hereby covenants and agrees, and Gerard Arthur by joinder herein covenants and agrees whether or not it shall be so expressed in any such deed or other conveyance,

shall be deemed to covenant and agree, to pay to the Association annual assessments or charges for the maintenance, operation, management and insurance of the Common Area as provided in Article III hereinabove, including such reasonable reserves as the Association may deem necessary, and special assessments as provided in section 5.4 hereinbelow, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest, costs and attorneys' fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest and costs of collection thereof as hereinafter provided, also shall be the personal obligation of the person who was the Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance, operation, improvement, management and insurance of the Common Area as provided in Article III hereinabove, and to promote the health, safety, welfare and recreational opportunities of the residents of the Properties.

Section 5.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner (other than Lots 1 and 2), the maximum annual assessment shall be Four Hundred Fifty Dollars (\$450.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) 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 may fix the annual assessment at an amount not in excess of the maximum.

Section 5.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized in section 5.1 hereinabove, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Area, or any repair or replacement of the

Surface Water or Stormwater Management System provided that any such special assessment shall have the assent of two-thirds (2/3rds) of the voting interest of the Members (Class A and Class B Members treated in the aggregate) who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5.5 Notice and Quorum for Any Action Authorized Under Sections 5.3 and 5.4. Written notice of any meeting called for the purpose of taking any action authorized under section 5.3 or 5.4 hereinabove shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the voting interest of the 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.6 Uniform Rate of Assessment. Except as provided in sections 5.7 and 5.13 hereinbelow, both annual and special assessments must be fixed at a uniform rate for all Lots within the Properties and those that may in the future be subjected to the Declaration.

Section 5.7 Date of Commencement of Annual Assessments: Due Dates. The annual Lot assessments provided for in this Article V for each Lot other than Lots 1 and 2 shall commence on the first day of the month next following the issuance of a certificate of occupancy as to improvements constructed upon such Lot, or six (6) months after such Lot has been conveyed by the Developer, whichever event shall first occur. The Lot assessments for Lot 1 and Lot 2 shall commence on the same date as the commencement of the assessments for the first Lot (other than Lot 1 and Lot 2) conveyed by the Developer.

The annual assessments shall be payable in monthly installments, or in annual or quarter-annual installments if so determined by the Board. The assessment amount may be changed at any time by the Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment shall be for the calendar year, but the amount of any assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment under section 5.4 hereinabove shall be fixed in the Board resolution authorizing such assessment.

Section 5.8 Duties of the Board. The Board shall fix the amount of the annual assessment against each Lot for each assessment period at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall thereupon be sent to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period. The Association shall upon demand, and for a reasonable charge, furnish a certificate in writing signed by an officer of the Association, setting forth whether the assessments have been paid as to any particular Lot. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding on the Association as of the date of its issuance.

Section 5.9 Effect of Nonpayment of Assessment: Remedies of the Association. If any installment of an assessment is not paid within thirty (30) days after the due date, the amount due shall bear interest from the date when due until paid at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may record a claim of lien against the property on which the assessments are unpaid, or may foreclose the lien against the property on which the assessments are unpaid, or pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action shall be added to the amount of such assessments and interest, and in the event a judgment is obtained, such judgment shall include all such sums as hereinabove provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

Section 5.10 Subordination of the Lien. The lien of and for the assessments provided for in this article V shall be junior, inferior and subordinate in all respects to the lien of any bona fide first mortgage held by an Institutional Mortgagee upon a particular Lot. The sale, transfer or conveyance of any particular Lot shall not affect the effectiveness, viability or priority of any assessment lien or the personal liability of the Owner of such Lot for payment of any assessment; provided, however, that the sale, transfer or conveyance of title to a particular Lot pursuant to judicial proceedings in foreclosure of a bona fide first mortgage on such Lot held by an Institutional Mortgagee shall extinguish the lien of such assessments (but not the personal liability of the Owner of such Lot) as to payment on account thereof which become due and payable prior to such sale, transfer or conveyance. However, no such foreclosure sale, transfer or conveyance shall relieve such Lot or the Owner of such Lot from the liability and lien for the payment of any assessments accruing or becoming due and payable subsequent to such sale, transfer or conveyance. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this section

5.10 shall be deemed to be an assessment divided among, payable by and a lien against all Lots as provided in section 5.1 hereinabove, including the Lot as to which the sale, transfer or conveyance pursuant to foreclosure proceeding took place.

Section 5.11 Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this Declaration, for so long as the Developer is the Owner of any Lot or undeveloped property within the Properties, the Developer shall not be liable for assessments against such Lots, provided that the Developer funds an amount equal to the amount of operating expenses of the Association (exclusive of reserves and management fees) incurred during such period of time not produced by assessments against the remaining Lots. The Developer may at any time and from time to time commence paying assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits, but may at any time thereafter and from time to time again elect to follow the procedure specified in the preceding sentence. When all Lots within the Properties are sold and conveyed to purchasers, the Developer shall have no further liability of any kind to the Association for the payment of assessments or deficits.

Section 5.12 Conveyance; Dedication. All portions of the Properties conveyed or dedicated to and accepted by a local governmental authority and Common Area shall be exempt from the assessments created herein, except that no Lot devoted to dwelling use shall be exempt from these assessments.

Section 5.13 Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall at all time be kept and maintained in interest-bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States. If sufficient funds are not available to satisfy applicable minimum balance requirements, such funds may be kept in noninterest-bearing accounts.

Section 5.14 Real Estate Taxes. In the event the Common Area and any facilities owned by the Association are taxed separately from the Lots, the Association shall include such taxes as a part of annual assessments.

ARTICLE VI - RULES AND REGULATIONS

Section 6.1 Compliance by Owners. Every Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations adopted by the Association as contemplated in section 3.2 hereinabove.

Section 6.2 Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Association shall have the right to suspend voting rights and use of any recreational facilities as provided in section 3.2 hereinabove.

Section 6.3 Initial Rules and Regulations. The initial rules and regulations of the Association are attached hereto as Schedule "C" and made a part hereof, which initial rules and regulations may be modified, in whole or in part, at any time by the Board.

ARTICLE VII - PROTECTIVE COVENANTS

Section 7.1 Residential Use. The Properties are being developed as a residential community of single-family homes. Each Lot shall be used solely for single-family, residential purposes, and no more than one (1) residence may be located on any one (1) Lot. Nothing contained herein shall restrict an Owner's right to lease a residence for residential purposes.

Section 7.2 Residences. Any residence constructed after the date of this Declaration on Lots 1 through 7 shall contain at least 3,000 square feet of heated and cooled floor area. Any residence constructed on Lot 8 shall contain at least 2,750 square feet of heated and cooled floor area.

Section 7.3 Nuisance. An Owner, his family, guests and tenants shall not do or keep and shall not cause anything to be done or kept on his Lot which shall constitute a nuisance under the laws of the State of Florida or which will obstruct or interfere with the rights of other Owners or the Association by unreasonable noises, odors or otherwise; nor shall an Owner, his family, guests and tenants commit or permit any nuisance, immoral or illegal act within the Properties.

Section 7.4 No Drilling. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Properties, nor shall oil wells, tracks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Properties.

Section 7.5 Compliance With Laws. Each portion of the Properties will be subject to and the Association and each Owner will conform to, comply with and observe all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, Orange County, Florida and any and all other

governmental and public authorities, boards or officers of the same relating to the Properties, any improvements thereon, or the use thereof.

Section 7.6 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration or the rules and regulations shall be interpreted or construed to prevent the Developer, its transferees, or its or their contractors or subcontractors, from doing or performing on all or any part of the Properties actually owned or controlled by the Developer, its transferees, or its or their contractors or subcontractors, as the case may be, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the Properties, including, without limitation:

(a) Erecting, constructing and maintaining thereon such structures and vehicles as may be reasonably necessary for the conduct of the Developer's business of completing and establishing the Properties as a residential community and disposing of the same in parcels by sale, lease or otherwise;

(b) Conducting thereon its or their business of completing and establishing the Properties as a residential community and disposing of the Properties in parcels by sale, lease or otherwise; and

(c) Maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease or other transfer of the Properties in parcels.

Provided, however, that operations being conducted under subsections (a), (b) and (c) immediately hereinabove shall be permitted only upon those parts of the Properties owned or controlled by the party causing or conducting said operations. As used in this section, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

ARTICLE VIII - ARCHITECTURAL CONTROL

In order to preserve the values and appearance of Crane's Point, the following architectural controls and restrictions upon the Properties are hereby established:

Section 8.1 Requirement of Board Approval. Except for buildings and other structures and improvements (including landscaping and plantings) constructed, installed or placed by or with the approval of the Developer, and additions, alterations, modifications and changes thereto made by or with the approval of the Developer, and except for buildings and other structures and improvements located on Lots 1 and 2 of the Properties as of the date of this Declaration, no building, structure or improvement of any kind (including landscaping and plantings) shall be

constructed, installed, placed or maintained on any portion of the Properties, nor shall any exterior addition or alteration, modification or change thereto be made, without the prior written approval of the Board.

Section 8.2 Method of Obtaining Board Approval. In order to obtain the approval of the Board, two (2) complete sets of plans and specifications for proposed construction, landscaping, or alteration shall be submitted to the Board for its review. Such plans and specifications shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans and approximate cost of the proposed improvements, and the nature, type and color of materials to be used. The Board may also require the submission of additional information and materials as may be reasonably necessary for the Board to evaluate the proposed construction, landscaping or alteration. The Board shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. The Board shall not be responsible for reviewing or approving any proposed plans and specifications from the standpoint of structural safety or conformance with building codes.

Section 8.3 Approval or Disapproval by the Board. The Board shall have the right to refuse to approve any proposed plans or specifications which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the Board shall be in writing and shall be sent to the Board and the respective Lot Owner, as applicable. In the event the Board fails to approve or to disapprove in writing any proposed plans or specifications, or to request in writing any additional information and materials related thereto, within thirty (30) days after submission to the Board then said plans and specifications shall be deemed to have been approved by the Board and the appropriate written approval delivered forthwith.

Section 8.4 Criteria; Fees; Architectural Control. The Board may promulgate such further rules, regulations, criteria and standards as it deems necessary and adopt a schedule of reasonable fees for the processing of applications to the Board. The Board may delegate its rights and responsibilities under this article VIII to an architectural control committee appointed by the Board.

ARTICLE IX - GENERAL PROVISIONS

Section 9.1 Duration. The covenants, conditions, restrictions and easements imposed by this Declaration shall run with and bind the Properties for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds

(2/3rds) of the Lots agreeing to terminate this Declaration has been recorded. No such agreement to revoke shall be effective unless made and recorded one (1) year in advance of the effective date of termination and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 9.2 Notice. Any notice or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and in the absence of any specific address at the address of any Lot owned by such Owner; (ii) the Association, at 2537 Shrewsbury Road, Orlando, Florida 32803, with a copy to Gregory K. Lawrence, Esquire, Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A., Post Office Box 2346, Orlando, Florida 32802-2346 or such other address or addresses as the Association shall hereafter notify the Developer and the Owners of in writing; (iii) the Developer, at 2181 Countryside Court, Orlando, Florida 32804, with a copy to Marcia C. Starcher at 2537 Shrewsbury Road, Orlando, Florida 32803, and Gregory K. Lawrence, Esquire, Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A., Post Office Box 2346, Orlando, Florida 32802-2346 or such other address or addresses as the Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in the Developer's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for the Developer as reflected by the Association's records.

Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such Institutional Mortgagee on a Lot, together with written request therefor from such Institutional Mortgagee, the Association shall timely send to such Institutional Mortgagee the following:

(a) A copy of any notice of a meeting of the Association or of the Board which is thereafter sent to the Owner of such Lot; and

(b) A copy of any financial statement of the Association which is thereafter sent to the Owner of such Lot; and

(c) Written notice of any termination by the Association of any professional management of the Common Area, and the assumption by the Association of the selfmanagement of the Common Area; and

(d) Thirty (30) days' prior written notice of the cancellation or termination by the Association of any policies of insurance covering the Common Area, or any fidelity bonds of the

Association for its officers, directors or employees, as well as copies of any notices of cancellation received by the Association with respect thereto; and

(e) Written notice of any damage or destruction to the improvements located on the Common Area which gives rise to net insurance proceeds therefor being available for distribution to the Owners of the Lot encumbered by the mortgage of such Institutional Mortgagee; and

(f) Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Common Area; and

(g) Written notice of any material amendment to or the termination of this Declaration in accordance with the terms hereof.

The failure of the Association to send any such notice to any Institutional Mortgagee shall not have any effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

Section 9.3 Incorporation of Declaration. Any and all deeds conveying a Lot or any other portion of the Properties shall be conclusively presumed to have incorporated herein all of the terms and conditions of this Declaration, whether or not the incorporation of the terms and conditions of this Declaration is specifically set forth by reference in such deed, and acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of this Declaration.

Section 9.4 Enforcement. The Association, the Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Developer or any Owner to enforce any covenant, restriction, condition, reservation or easement herein contained shall in no event be deemed a waiver of the right to do so thereafter. The St. Johns River Water Management 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.

Section 9.5 Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the reservations, conditions, covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of any instrument executed by the Developer, for so

long as it holds title to any Lot affected by this Declaration; or alternatively, by approval at a meeting of the Owners holding not less than two-thirds (2/3rds) of the votes of the membership of the Association, provided that so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. Any amendment must be recorded. Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Section 9.6 Condemnation. In the event all or part of the Common Area shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting such property. The Owners may, by a vote of three-fourths (3/4ths) of the votes of the membership of the Association, agree to distribute the proceeds of any condemnation or taking by eminent domain, and if the Owners shall not so agree, such proceeds shall be added to the funds of the Association.

Section 9.7 Subordination. The Developer and the Association agree that their respective interests as provided for in this Declaration shall be and are subordinated to the lien, encumbrance and operation of any existing (as of the date hereof) mortgages encumbering any portion of the Properties and any additional or replacement or subsequent mortgages obtained by the Developer for the purpose of financing the construction of improvements to take place upon any portion of the Properties. While the provisions of this paragraph are self-operative, the Association shall execute such instruments in recordable form as may be necessary or appropriate to evidence the foregoing subordination of its interests to any such mortgages and shall do so forthwith upon request of the Developer.

Section 9.8 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration (to the extent required by either of such agencies): annexation of additional properties, dedication of the Common Area, and amendment of this Declaration.

Section 9.9 Attorneys' Fees. Any and all attorneys' fees and court costs which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed (by either general or special assessment) against and collectible from the Owner against whom such action was taken

and shall be a lien against such Owner's Lot in favor of the Association. Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

Section 9.10 Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

Section 9.11 Interpretation. The Board shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Properties.

Section 9.12 Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board in the manner provided for in the Bylaws, unless the terms of this instrument expressly provide otherwise.

Section 9.13 Severability. In the event any of the provisions of this Declaration shall be deemed invalid or unenforceable by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid or unenforceable by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.

Section 9.14 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and the Bylaws, and the Articles shall take precedence over the Bylaws.

Section 9.15 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

JOINDER

GERARD ARTHUR and REBECCA JEAN ARTHUR, his wife, join in the execution of this Declaration for the purposes of subjecting all of the property which is owned by Gerard Arthur within the Properties to all of the covenants, conditions, restrictions, reservations, easements and agreements set forth in the Declaration.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: James M. Campbell

[Signature]
Print Name: Vickie Jones

[Signature]
Print Name: James M. Campbell

[Signature]
Print Name: Vickie Jones

[Signature]
GERARD ARTHUR

[Signature]
REBECCA JEAN ARTHUR

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6 day of January, 1992, by GERARD ARTHUR, who is personally known to me or who has produced identification and who did take an oath.

(NOTARIAL SEAL)

[Signature]
Print Name: Vickie Jones
Notary Public, State of Florida
My Commission Expires: April 24, 1994

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6 day of January, 1992, by REBECCA JEAN ARTHUR, who is personally known to me or who has produced identification and who did take an oath.

(NOTARIAL SEAL)

[Signature]
Print Name: Vickie Jones
Notary Public, State of Florida
My Commission Expires: April 24, 1994

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