

State of Florida



Public Service Commission
-M-E-M-O-R-A-N-D-U-M-

DATE: November 12, 2002
TO: Division of the Commission Clerk and Administrative Services
FROM: Office of the General Counsel (Brubaker) *JB*
RE: Docket No. 010492-WS - Application for rate increase in Orange County by Zellwood Station Co-Op, Inc.

Please file the attached letter from Thomas A. Cloud, with attachments, dated November 11, 2002, in the docket file for the above-referenced docket.

JB/dm

cc: Office of the General Counsel (Harris)

I:\010492fm.jsb

DOCUMENT NUMBER-DATE
12377 NOV 12 02
FPSC-COMMISSION CLERK

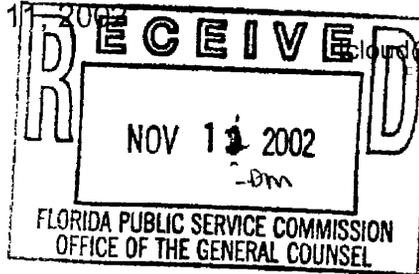
Thomas A. Cloud, Esquire

WRITER'S DIRECT DIAL
407-244-5624

November 11, 2002

VIA OVERNIGHT DELIVERY

Jennifer Brubaker, General Counsel's Office
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0870



cloud@grayharris.com
E-MAIL ADDRESS

Re: Exemption from Regulation under Chapter 367, Florida Statutes, of
Zellwood Station Community Association, Inc. in furtherance of Docket
No. 010492-WS

Dear Jennifer:

Pursuant to our previous phone conversation, I seek your advice and confirmation in whatever form appropriate that the transfer of the water distribution and wastewater collection components of the water and wastewater system currently owned by Zellwood Station Co-Op, Inc., is a transfer to an entity exempt under Section 367-022 (7), Florida Statutes. Our firm represents Zellwood Co-Op, Inc. (hereafter "Co-Operative"). The Co-Operative filed a rate case in 2001, but also entered into negotiations for the sale of the water and wastewater plants to Orange County in late 2001.

Agreement has been reached with Orange County concerning an asset purchase agreement, a bulk water and wastewater service agreement, and a reclaimed water agreement, and we expect these documents to be submitted for approval to the Board of County Commissioners in the coming few weeks. As indicated in the Third Request for Extension filed in September of 2002, we anticipate closing on the sale of the plants to Orange County before the end of the year.

You may recall that an informal telephone conference was held with the representatives of the Florida Public Service Commission staff and representatives of the utility in August of this year. The staff strongly recommended that the Co-Operative consider transferring the remaining components of the water and wastewater system (that is, the water distribution component and the wastewater collection component) to

November 11, 2002
Page 2

an exempt entity. We agreed with the staff that we would investigate the possibility of such a transfer. I believe we may have found a means to accomplish this task, but I wanted your advice before setting another transfer in motion.

I am enclosing for your ready reference the following six documents:

1. Articles of Incorporation for Zellwood Station Community Association, Inc.
2. Homeowners Association Declaration of Covenants, Restrictions and Easements
3. By-Laws of Zellwood Station Community Association, Inc.
4. Declaration of Condominium for Banbury Village Condominium
5. Declaration of Condominium for Citrus Ridge Village Condominium
6. Declaration of Condominium for Oak Grove Village Condominium

These documents set forth the structure and rules of the Zellwood Station Community Association, Inc.

The Zellwood Station Community Association, Inc. (hereafter "Association") is a non-profit association corporation formed under Chapter 617 of the Florida Statutes. Its membership includes all residents of the Zellwood Station Community, including the residents of the three condominium associations and the cooperative. Article VI of the Articles of Incorporation of the Association provide governance of the Association by the Board of Directors, who are elected by "the members of the Association." Since the developer is completely removed from the community, all condominium and co-operative unit owners have a vote on the governance of the Board of Directors of the Association.

I believe this is the critical issue when determining exemption from Chapter 367, that is, that each customer would have one vote on the governance of the entity setting rates. I believe this is supported by a number of exemption orders issued by the commission during the 1980's and early 1990's, when the commission was entertaining such dockets.

Therefore, I would appreciate it if you could let me know if you think the transference to the Association by the Co-Operative of the water distribution and

GRAY, HARRIS & ROBINSON
Professional Association

November 11, 2002
Page 3

wastewater collection components of the water and sewer systems currently owned by the Co-Operative would qualify as a transfer to an exempt entity. It is our intention to accomplish the transfer at the same time we are transferring the plants to Orange County. If you or anyone else have any questions whatsoever regarding this or any other issue raised in the above docket, please do not hesitate to call me.

Sincerely yours,



Thomas A. Cloud, Esquire

GRAY, HARRIS & ROBINSON, P.A.
Attorneys for Zellwood Station Co-Operative,
Inc.

TAC/klb
Enclosures

cc: Patricia C. Daniel, Florida Public Service Commission (w/enclosures)
Stephen C. Burgess, Esquire, Public Counsel Office (w/enclosures)
William Ferrara, Zellwood Station Co-Operative (w/enclosures)
Mike Chandler, Orange County Utilities (w/o enclosures)

C.R. 3034 1537

ARTICLES OF INCORPORATION
FOR
ZELLWOOD STATION COMMUNITY ASSOCIATION, INC.

AUG 2 11 44 AM '88
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation shall be ZELLWOOD STATION COMMUNITY HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II

Terms used herein shall have the meanings ascribed to them in the Declaration referred to below, unless the context indicates otherwise.

ARTICLE III

The purposes for which the Association is formed are:

(a) The specific and primary purposes are to bring about civic betterments and social improvements by providing for the preservation of the architecture and appearance of a phased, planned residential development known as Zellwood Station, located in Orange County, Florida, and by owning, operating and maintaining the Common Area therein for the use of all the residents thereof.

(b) The general purposes and powers are:

1. To promote the common good, health, safety and general welfare of all of the residents within the Properties;

2. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising from the Declaration of Covenants, Restrictions and Easements (the "Declaration") applicable to Properties, as amended from time to time, and recorded or to be recorded in the Public Records of Orange County, Florida;

3. To enforce applicable provisions of the Declaration, and the By Laws and Rules and Regulations of the Association; to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to contract for and pay all

C.R. 3034 K1538

expenses in connection with the maintenance, gardening, utilities, materials, supplies and services relating to the Common Area (as defined in the Declaration); to employ personnel reasonably necessary for administration and control of the Common Area and for architectural control of all of the Properties, including lawyers and accountants where appropriate; and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Common Area;

4. To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which a corporation organized under Chapter 617, Florida Statutes, may now or hereafter have or exercise.

The foregoing Statement of purposes shall be constructed as a statement both of purposes and of powers, and purposes and powers in each clause shall not be limited or restricted by reference or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not, to a substantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

ARTICLE IV

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject under the Declaration to assessment by the Association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association. The Developer shall also be a member in accordance with the applicable provisions of the Declaration and the By-Laws of the Association.

ARTICLE V

The Association shall have perpetual existence.

ARTICLE VI

The affairs of the Association shall be managed by a Board of Directors as provided in the By-Laws but not less than three (3).

The names and addresses of the members of the first Board of Directors of the Association (which shall be three), who shall hold office until the first election thereafter are as follows:

d. 3034 n. 1539

HARVEY A. THIELKE c/o Cayman Development Corporation
Highway 441
P.O. Box 292
Zellwood, Florida 32798

NORMAN LUBARSKY c/o Cayman Development Corporation
Highway 441
P.O. Box 292
Zellwood, Florida 32798

DOROTHY McCONNOR c/o Cayman Development Corporation
Highway 441
P.O. Box 441
Zellwood, Florida 32798

Except for the first Board of Directors and unless otherwise provided in the By-Laws, Directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for the removal from office of Directors. Only members of the Association, or authorized representatives, officers or employees of corporate members may be Directors.

Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

If a Director elected by the general membership shall for any reason cease to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VII

The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

The officers of the Association, in accordance with applicable provisions of the By-Laws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office.

The names and addresses of the first officers of the Association, who shall hold office until successors are duly elected and have taken office, shall be as follows:

HARVEY A. THIELKE c/o Cayman Development Corporation
President Highway 441
P.O. Box 292
Zellwood, Florida 32798

NORMAN LUBARSKY c/o Cayman Development Corporation
Vice President Highway 441
P.O. Box 292
Zellwood, Florida 32798

C.I. 3034 W 1540

DOROTHY McCONNOR
Secretary-Treasurer

c/o Cayman Development Corporation
Highway 441
P.O. Box 292
Zellwood, Florida 32798

ARTICLE VIII

The By-Laws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or any special meeting duly called for such purpose, upon the vote of the members as provided in the By-Laws, except that the initial By-Laws of the Association shall be made and adopted by the first Board of Directors.

ARTICLE IX

Amendments to these Articles of Incorporation may be proposed by a member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of two-thirds (2/3rds) of the Class A members existing at the time of such amendment, except that the Developer shall have the right to veto amendments while the Class B membership exists.

ARTICLE X

The names and addresses of the subscribers to these Articles of Incorporation are:

HARVEY A. THIELKE	c/o Cayman Development Corporation Highway 441 P.O. Box 292 Zellwood, Florida 32798
NORMAN LUBARSKY	c/o Cayman Development Corporation Highway 441 P.O. Box 292 Zellwood, Florida 32798
DOROTHY McCONNOR	c/o Cayman Development Corporation Highway 441 P.O. Box 292 Zellwood, Florida 32798

ARTICLE XI

The initial registered office of this corporation shall be at c/o Cayman Development Corporation, Highway 441, P.O. Box 292, Zellwood, Florida 32798, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Harvey A. Thielke.

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION made this 25th day of July, 1979, by CAYMAN DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called "Developer."

R E C I T A L S:

A. Developer is the owner of certain property in the County of Orange, State of Florida, as more particularly described on Schedule A and Schedule B attached hereto and incorporated herein by this reference (collectively the "Properties"). *includes Banbury Village*

B. The property described on Schedule A ("Residential Areas") consists essentially of Lots designed for mobile home use, and Developer intends to submit same to condominium ownership pursuant to the laws of the State of Florida. The property described on Schedule B ("Common Area") includes amenities such as a recreation center complex, roads, trails, lakes, parks, open spaces and other common facilities.

C. The Properties comprise a portion of a larger tract owned by Developer, as more particularly described on Schedule C attached hereto and incorporated herein by reference (hereinafter called the "Project Lands"), on which Developer is constructing in stages a mobile home community known as Zellwood Station.

D. Developer has deemed it desirable, for the efficient preservation of the values and amenities of the Properties and such additional portions of the Project Lands which may be annexed thereto pursuant to the provisions of this Declaration, to create a non-profit corporation under the laws of the State of Florida to which should be delegated and assigned the powers of owning, maintaining and administering the Common Area and administering and enforcing the covenants, restrictions, easements, charges and liens hereinafter set forth and collecting and disbursing the assessments and charges hereinafter created each and all of which is and are for the benefit of the Properties and each owner thereof. Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, Zellwood Station Community Association, Inc. for the purpose of exercising the functions aforesaid.

E. Developer may execute, acknowledge and record a Supplemental Declaration affecting solely an annexed portion of the Project Lands, so long as Developer owns all of the property to be affected by such Supplemental Declaration. Such Supplemental Declaration shall not conflict with the provisions of this Declaration, but may impose further conditions, covenants and restrictions for the operation, protection and maintenance of the property affected thereby.

F. Developer hereby declares that the Properties, and such additional portions of the Project Lands which may be annexed thereto, shall be held, sold, conveyed, encum-

ered, leased, used and occupied subject to the following covenants, restrictions, easements, charges and liens (sometimes referred to herein as the "covenants and restrictions"), which are for the purpose of protecting the value and desirability of, and which shall run with, said properties and be binding on all parties having any rights, title or interest in and to same or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Developer's rights to complete the development of the Project lands and construction of improvements thereon, nor Developer's right to maintain model mobile homes, construction, sales or leasing offices or similar facilities on any portion thereof owned by Developer or the Association, nor Developer's right to post signs incidental to construction, sales or leasing.

ARTICLE I DEFINITIONS

Unless the context shall prohibit, the following words and phrases when used herein shall have the meanings hereinafter specified:

Section 1. "Architectural Committee" shall mean the committee created pursuant to Article VIII hereof.

Section 2. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State of Florida, a true copy which is attached hereto as Exhibit 1 and incorporated herein by this reference, as such Articles may be amended from time to time.

Section 3. "Common Assessment" shall mean the charge against each Owner and his Lot, representing a portion of the total costs to the Association of exercising its powers and performing its duties and functions and of maintaining, improving, repairing, replacing, managing and operating the Common Area.

Section 4. "Special Assessments" shall mean a charge against a particular Owner and his Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

Section 5. "Reconstruction Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the cost to the Association for reconstruction of any portion or portions of the Improvements on the Common Area pursuant to the provisions of this Declaration.

Section 6. "Capital Improvement Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the costs to the Association for installation or construction of any Improvements on any portion of the

Common Area which the Association may from time to time authorize.

Section 7. "Association" shall mean Zellwood Station Community Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 8. "Board" shall mean the Board of Directors of the Association.

Section 9. "By-Laws" shall mean the By-Laws of the Association which are attached hereto as Exhibit 2 and incorporated herein by this reference, as such By-Laws may be amended from time to time.

Section 10. "Common Area" shall mean and refer to the property described on Schedule B, together with such additional portions of the Project Lands as are intended to be devoted to the common use and enjoyment of the Owners and with respect to which a Notice of Addition of Territory has then been recorded declaring same as Common Area and subjecting it to this Declaration and to the jurisdiction of the Association as provided herein. Unless the context indicates otherwise, the term includes the Improvements and facilities constructed on the property.

Section 11. "Residential Areas" shall mean and refer to the property described on Schedule A, together with such additional portions of the Project Lands as are developed with Lots and with respect to which a Notice of Addition of Territory has then been recorded declaring same as Residential Area and subjecting it to this Declaration and the jurisdiction of the Association as provided herein.

Section 12. "Common Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Area (including unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments), including those costs not paid by the Owner responsible for payment; the costs of any and all utility charges (metered or otherwise) for the Common Area; cable or master television antenna charges; costs of management and administration of the Association, including but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all gardening and other services benefiting the Common Area the cost of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the Common Area; the costs of bonding of the members of the Board and the management body; taxes paid by the Association, including real property taxes for the Common Area; amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Area, or portions thereof; and the costs of any other item or items incurred by the Association for any reason whatsoever in connection with the exercise of its powers or the performance of its duties and functions or in connection with the Common Area.

Section 13. "Developer" shall mean and refer to Cayman Development Corporation, a Florida corporation, its successors and assigns, if such successors and assigns should acquire more than one (1) Lot from Developer for the purpose of development and sale so long as Cayman Development

corporation assigns the rights of the Developer hereunder to any such person by an express written assignment.

Section 14. "Declaration" shall mean this instrument as it may be amended from time to time.

Section 15. "Dwelling" shall mean and refer to a single home which is designed and intended for use and occupancy as a residence by a single family.

Section 16. "Family" shall mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than three (3) persons not all so related, who maintain a common household in a Dwelling located on a Lot.

Section 17. "Improvement" shall mean all structures and appurtenances thereto of every type and kind, including, but not limited to, Dwellings, buildings, outbuildings, walkways, trails, sprinkler pipes, gatehouse, roads, driveways, parking areas, fences, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and exterior air conditioning equipment.

Section 18. "Maintenance Funds" shall mean the accounts created for receipts and disbursements of the Association, pursuant to Article VI hereof.

Section 19. "Lot" shall mean and refer to any residential Lot shown upon any subdivision or condominium survey map of the Properties, recorded by Developer, with the exception of the Common Area. Where a Residential Area is submitted to condominium ownership, each unit in the condominium, including its appurtenant ownership in the common elements, shall be deemed a Lot for the purpose of this Declaration.

Section 20. "Management Company" shall mean the person, firm or corporation appointed by the Association hereunder as its agent and delegated certain duties, powers or functions of the Association.

Section 21. "Member" shall mean any person or entity holding a membership in the Association as provided herein.

Section 22. "Mortgage" shall mean any mortgage covering a Lot. The term "Mortgagee" shall mean the holder of such mortgage.

Section 23. "Notice and Hearing" shall mean written notice and a public hearing before a tribunal appointed by the Board, at which the Owner concerned shall have an opportunity to be heard in person or by counsel at Owner's expense, in the manner further provided in the By-Laws.

Section 24. "Owner" shall mean and refer to the person or persons or other legal entity or entities, including Developer, holding record fee simple to any Lot, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation. For purposes of Article X only, unless the context otherwise requires, Owner shall

also include the family, invitees, licensees and lessees of any Owner.

Section 25. "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 26. "Properties" shall mean and refer to the property described on Schedules A and B, together with such additional portions of the Project Lands with respect to which a Notice of Territory has then been recorded subjecting it to the Declaration and to the jurisdiction of the Association as provided herein.

Section 27. "Record, Recorded, Filed and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the Clerk of the Circuit Court of Orange County, Florida.

Section 28. "Supplemental Declaration" shall mean any declaration of covenants and restrictions which may be recorded by Developer pursuant to Article XIV of this Declaration.

The foregoing definitions shall be applicable to this Declaration and also to any Notice of Addition of Territory, Supplemental Declaration or Declaration of Amendment, unless otherwise expressly provided, recorded pursuant to the provisions of this Declaration.

ARTICLE II OWNER'S PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress and of enjoyment in, to and over the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to reasonably limit the number of guests of Owners using the recreational facilities of the Common Area.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area.

(c) The right of the Association to charge reasonable admission and other fees for the use of the recreation facilities of the Common Area.

(d) The right of Developer, and of the Association in accordance with its Articles and By-Laws and subject to the provisions of Article XIII hereof, to borrow money for the purpose of improving the Common Area, or any portion thereof, and to mortgage the Common Area. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such property, to charge reasonable admission and other fees as a condition to continued enjoyment by the Members of

recreational facilities and, if necessary, to open the enjoyment of said recreation facilities to a wider public until the mortgage debt is satisfied whereupon the possession of the property shall be returned to the Association and all rights of the Members hereunder shall be fully restored. Except as provided above, the rights of the lender shall be subordinate to the rights of the Members.

(e) The right of the Association to suspend the voting rights and right to use the Common Area (except means of ingress and egress) for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association, provided that any suspension of such voting rights or right to use the Common Area, shall be made only by the Board after notice and an opportunity for a hearing as provided in the By-Laws.

(f) Subject to the provisions of Article XIII of this Declaration, the right of the Association to dedicate, release, alienate or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the Members. No such dedication, release, alienation or transfer shall be effective, unless an instrument signed by Members entitled to cast two-thirds (2/3rds) of the voting power of the Class A Members (excluding the voting power of Developer), agreeing to such dedication, release, alienation or transfer, and consented to in writing by the Class B Members, has been recorded and unless written notice of the proposed agreement and action is sent to every Member at least ninety (90) days in advance of any action taken.

(g) The right of the Developer (and its sales agents, customers and representatives) to the non-exclusive use of the Common Area and the facilities thereof, without charge, for sales, display, access, ingress, egress and exhibit purposes until such time as all Lots planned for Project Lands have been sold and conveyed.

(h) The right of the Association (by action of the Board) to reconstruct or replace any Improvement or portion thereof upon the Common Area, substantially in accordance with the original design, finish or standard of construction of such Improvement; and not substantially in accordance with such original design, finish or standard of construction only with the vote or written consent of at least fifty-one (51%) percent of the voting power of the Class A Members (excluding the voting power of Developer), and consented to in writing by the Class B Member.

(i) The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Area.

(j) The right of Developer to annex additional Common Area pursuant to Article XIV hereof.

(k) The right of Developer to complete construction of Common Area facilities.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities and other easements granted hereunder, to the members of his family, his tenants, temporary guests, or contract purchasers, subject to reasonable regulation by the Board. Developer may, with respect to Developer-owned Lots, delegate its right of enjoyment to the Common Area and facilities and other easements granted hereunder, to the lessee(s) of said Lot, the members of his family, his sub-tenants, temporary guests, or contract sub-tenants.

Section 3. Parking. Parking shall be permitted within the Common Area only within spaces and areas clearly marked for this purpose. The Association is hereby empowered to establish parking regulations and to enforce these parking regulations by all means lawful for such enforcement, including the removal of any violating vehicle.

Section 4. Easements for Vehicular and Pedestrian Traffic. In addition to the general easements for use of the Common Area reserved herein, Developer hereby reserves and covenants for itself and for all Owners within the Properties that each and every Owner shall have a non-exclusive easement appurtenant for vehicular and pedestrian traffic over all streets within the Properties and for pedestrian traffic over and across all paths and trails within the Properties. Developer also hereby reserves easements of access, ingress and egress over the streets within the Properties for the use and benefit of the invitees of the Developer, its agents and employees, and for the use and benefit of the owner of the golf course and country club located within the Project Lands, and the employees, invitees, members, players and guests thereof.

Section 5. Easements for County Public Service Use. In addition to the foregoing easements, there shall be and Developer hereby reserves and covenants for itself and all Owners, easements and access for governmental public services, including, but not limited to, the right of the police to enter upon any part of the Properties for the purpose of enforcing the law.

Section 6. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, or release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his Lot or Dwelling.

Section 7. Title to the Common Area. When the title to 800 Lots in the Project Lands have been sold and conveyed to purchasers thereof, or on December 31, 1983, whichever first occurs, or sooner at the option of the Developer, the Developer shall convey to the Association by recorded special warranty deed the fee title to the then existing Common Area free and clear all mortgages obtained by Developer. Portions of the Project Lands which may thereafter be declared Common Area shall upon such declaration be likewise conveyed to the Association. Title to the Common Area shall be held by the Developer and the Association, during their respective periods of ownership, for the use and benefit of the Owners.

ARTICLE III
MEMBERSHIP IN ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association, and no Owner shall have more than one membership in the Association. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every membership of an Owner in the Association shall be appurtenant to and may not be separated from the fee ownership of his Lot. Ownership of such Lot shall be the sole qualification for membership of an Owner in the Association. The Developer shall also be a Member of the Association.

ARTICLE IV
VOTING RIGHTS

Section 1. Classes of Voting Membership. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A Members shall originally be all Owners, with the exception of the Developer for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot owned. Developer shall become a Class A Member with respect to Lots owned by Developer upon conversion of Developer's Class B Membership as provided below. When more than one person owns any Lot, all such persons shall be members. The vote for such Lot shall be exercised in accordance with Section 2 of this Article IV, and in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Membership shall be the Developer. The Class B Member shall be entitled to six (6) votes for each Lot owned by Developer which is subject to assessment hereunder, plus six (6) votes per proposed Lot (i.e., the difference between the 1,998 maximum Lots permitted on the Project Lands and the actual number of Lots which at the particular time are subject to assessment hereunder). The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A Membership equal the votes outstanding in the Class B Membership; or

(b) thirty (30) days after Developer elects to terminate Class B Membership; or

(c) on December 31, 1988.

Section 2. Vote Distribution. Owners shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may from time to time all designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Lot shall be exercised, if at all, as a unit. Where no voting co-

owner is designated or if such designation had been revoked, the vote of such Lot shall be exercised as the majority of the co-owners or the Lot mutually agree. Unless the Board receives a written objection from a co-owner, it shall be presumed that the corresponding voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for any Lot where the majority of the co-owners cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration and in the Articles of Incorporation and By-Laws of the Association. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by the President or Vice President and attested by the Secretary of the Association.

ARTICLE V DUTIES AND POWERS OF ASSOCIATION

The Association, acting through the Board of Directors, shall also have the power to:

(a) Maintain, repair, operate and otherwise manage the Common Area, including all facilities, Improvements, streets and landscaping thereon in accordance with the provisions of Article VI of this Declaration.

(b) Obtain water and sanitary sewage service for the Residential Areas and the Common Area.

(c) Grant easements, rights of way, or strips of land, where necessary for utilities and sewer facilities over the Common Area to serve the Common Area and the Residential Areas.

(d) Where it deems necessary or appropriate, provide or arrange services for the benefit of all the residents of the Properties, including but not limited to, refuse removal, security, bus transportation, cable or master television antenna service.

(e) Purchase, own and operate, property (real, personal or mixed) for the use and benefit of the Members.

(f) Maintain such policy or policies of liability and fire insurance with respect to the Common Area and personal property, if any, owned by the Association (or by Developer for the use and benefit of the Association) as provided herein in furthering the purposes of and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws of the Association.

(g) Employ or contract with a Management Company to perform all or any part of the duties and responsi-

bilities of Association, and shall have the power to delegate its powers to committees, officers and employees.

(h) After fifteen (15) days written notice, without being liable to the offending party, enter upon any Lot or Residential Area for the purpose of enforcing by peaceful means the provisions of this Declaration, or for the purpose of maintaining or repairing any such area if for any reason whatsoever the party responsible for same fails to maintain or repair any such area as required by this Declaration.

ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot owned by it in the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual Common Assessments for Common Expenses, (2) Capital Improvement Assessments, (3) Special Assessments, and (4) Reconstruction Assessments; such assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Subject to provisions of this Declaration protecting first Mortgagees, the personal obligation for delinquent assessments shall pass to the successors-in-title of such Owner. The Board shall establish no fewer than two (2) separate accounts (the "Maintenance Funds") into which shall be deposited all monies paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under the provisions of this Declaration. The Maintenance Funds shall include: (1) an Operating Fund for current expenses of the Association, and (2) a Common Area Reserve Fund for replacements, painting and repairs (which would not reasonably be expected to recur on an annual or less frequent basis) of the Common Area facilities to the extent necessary under the provisions of this Declaration. The Board shall not commingle any amounts deposited into any of the Maintenance Funds with one another.

Section 2. Purpose of Common Assessments. The Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit, recreation, welfare and aesthetics of the Owners and for the improvement and maintenance of the Common Area as provided herein. However, disbursements from the Common Area Reserve Fund shall be made by the Board only for the specific purposes in this Article VI. Disbursements from the Operating Fund shall be made by the Board for such purposes as are necessary for the discharge of its responsibilities herein for the common benefit of all of the Owners, other than those

purposes for which disbursements from the Common Area Reserve Fund are to be used. Nothing in this Declaration shall be construed in such a way as to permit the Association to use any Assessments to abate any nuisance or annoyance emanating from outside the Properties.

Section 3. Damage to Common Area by Owners. The foregoing maintenance, repairs or replacements within the Common Area arising out of or caused by the willful or negligent act of the Owner, his family, guests, invitees or lessees shall be done at said Owner's expense. A Special Assessment therefor shall be made against his Lot.

Section 4. Capital Improvements and Reconstruction Assessments. In addition to the Common Assessments authorized above, the Board may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction 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 or other such addition upon the Common Area, including fixtures and personal property related thereto; provided that any such assessment in excess of Twenty Thousand (\$20,000.00) Dollars shall have the vote or written assent of a majority of the votes of Members who are subject to such assessments, excluding therefrom the votes of Developer.

Section 5. Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action by the Members authorized under Section 4 shall be mailed to all Members not less than fourteen (14) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of Members in person or by proxy entitled to cast fifty-one (51%) percent of the voting power of the Association exclusive of the voting power of Developer. 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 twenty-five (25%) percent of such voting power. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Common Assessments, Capital Improvement Assessments and Reconstruction Assessments provided for in this Article VI must be fixed at a uniform rate for all Lots within the Properties; provided, however, the Association may, subject to the provisions of Section 3 of this Article, levy Special Assessments against selected Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, their guests or agent. All Common Assessments shall be collected monthly. Only the Lots which are included within the Properties and subject to assessment pursuant to Article VI, Section 1, hereof, shall be liable for assessments.

Section 7. Date of Commencement of Association's Obligation for Common Expenses. The obligation of the Association to pay the Common Expenses shall commence on the first day of the month after the closing on the sale of the first Lot in any of the Residential Areas described on

Schedule A and, with respect to Common Expenses arising as a result of additions to the Common Area, shall commence on the first day of the month after such additional Common Area is subjected to this Declaration and to the jurisdiction of the Association by the recording of a Notice of Addition of Territory.

Section 8. Date of Commencement of Common Assessments:
Due Date. With respect to each Lot within a condominium, the annual Common Assessments provided for herein shall commence with the month following the month during which the title to the first Lot therein is sold and conveyed by Developer to the purchaser thereof. The first annual Common Assessment shall be adjusted according to the number of months remaining in the fiscal year as set forth in the By-Laws. The Board shall fix the amount of the annual Common Assessments against each Lot subject to assessment at least thirty (30) days in advance of each Common Assessment period. Written Notice of any change in the amount of the annual Common Assessment shall be sent to every Owner subject thereto, at least thirty (30) days prior to the effective date of such change. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot are paid up to date. A properly executed certificate of the Association as to the status of the assessments against a Lot is binding upon the Association as of the date of its issuance.

The Board shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, and shall cause to be distributed a copy of each such statement to each Owner, and to each first Mortgagee who has filed a written request for copies of the same with the Board, in the manner provided in the By-Laws of the Association. At least sixty (60) days prior to the beginning of each fiscal year, the Board shall prepare and distribute to the membership of the Association a written, itemized estimate (budget) of the expenses to be incurred by the Association during such year in performing its functions under this Declaration (which may include reasonable provision for contingencies and deposits into the Common Area Reserve Fund, less any expected income and accounting for any surplus from the prior year's respective Zellwood Station Maintenance Fund).

The Association may designate a condominium association to collect from Owners in said condominium the assessments levied hereunder.

At the end of any fiscal year of the Association, the Owners may determine that all excess funds remaining in the Operating Fund, over and above the amounts used for the operation of the Properties, may be returned to the Members proportionately, or may be retained by the Association and used to reduce the following year's Common Assessments.

Section 9. Exempt Property. All portions of the Project Lands which are not part of the Properties, shall be exempt from assessments.

(non-annexed)

ARTICLE VII
EFFECT OF NON-PAYMENT OF ASSESSMENTS
REMEDIES OF THE ASSOCIATION

Section 1. Effect of Non-Payment of Assessments: Remedies of the Association. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment not paid within ten (10) days after the due date shall at the option of the Board bear interest from the due date of such installment at the rate of ten (10%) per cent per annum. If any installment of an assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required further by the Board to pay a late charge of Ten (\$10.00) Dollars or five (5%) percent of the amount of the delinquent installment, whichever is greater. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. If any installment of a Common Assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner, and to the first Mortgagee which has requested a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured, and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Common Assessment for the then current fiscal year and sale of the Lot pursuant to foreclosure of the lien securing the unpaid Common Assessment. If the delinquent installments of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the annual Common Assessment to be immediately due and payable without further demand and may enforce the collection of the full Common Assessments and all charges thereon in any manner authorized by law and this Declaration. Liens for assessments hereunder and liens for assessments of condominium associations shall be of equal dignity.

Section 2. Notice of Claim of Lien. No action shall be brought to enforce any assessment lien herein, unless at least thirty (30) days has expired following the date that a Notice of Claim of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot (the Association may record a copy of the Notice of Claim of Lien). Said Notice of Claim of Lien must recite a sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at ten (10%) per cent, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant. Such Notice of Claim of Lien shall be signed and acknowledged by an officer of the Association or by the Management Company in behalf of the Association. The lien shall continue until fully paid or otherwise satisfied.

Section 3. Foreclosure Sale. The assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a Notice of Claim of Lien was recorded by the Association, the Association or the Management Company on behalf of the Association shall record an appropriate Release of Lien, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Fifty (\$50.00) Dollars, to cover the cost of preparing and recording such release. A certificate executed and acknowledged by an officer of the Association or by the Management Company stating the indebtedness secured by the liens upon any Lot created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Ten (\$10.00) Dollars.

Section 5. Cumulative Remedies. The assessment liens and the rights to foreclose and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of the Lien to Mortgages. In the event the holder of a first Mortgage upon a Lot made in good faith and for value shall obtain title to the Lot as a result of foreclosure of its Mortgage, or as a result of a deed given in lieu of foreclosure, such first mortgagee, its successors and assigns, shall not be liable for the share of assessments or other charges by the Association pertaining to such Lot or chargeable to the former Owner thereof which become due prior to the acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu, unless such charge is secured by a Claim of Lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of assessments or other charges shall be deemed to be a Common Expense collectible from all the Owners, including such acquirer and its successors and assigns. A first Mortgagee acquiring title to a Lot as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Lot, whether or not such Lot is occupied, be excluded from payment of assessments coming due during the period of such ownership.

ARTICLE VIII ARCHITECTURAL CONTROL

Section 1. Members of Committee. The Architectural Committee sometimes referred to in this Declaration as the "Committee," shall initially consist of persons designated by Developer, whose address is Highway 441, P.O. Box 292, Bellwood, Florida 33298. Developer shall have the right

(but not the obligation) to designate the members of the Committee until the earlier of (a) the sale and conveyance of all 1,998 Lots planned for the Project Lands, or (b) December 31, 1988. Thereafter, the Committee shall consist of the members of the Board or 3 or more representatives appointed by the Board.

8 Condos + lots added by notice of add after

Section 2. Review of Proposed Construction. Subject to Article X, Section 10, of this Declaration, no Dwelling (or appurtenant structures), building, fence, wall, patio cover or other structure shall be commenced, painted, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, size, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and color and location in relation to surrounding structures and topography, by the Architectural Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding portions of the Properties, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, elevation drawings and description or samples of exterior materials and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. If the proposed construction, alteration or additions are to common elements of a condominium, said submission shall be made by the condominium association. The Committee may also adopt from time to time reasonable minimum standards of maintenance for all Improvements which shall be adhered to by each Owner, the Association, and by each Condominium Association.

Section 3. Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee Representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two (2) members of the Committee taken without a meeting, shall constitute an act of the Committee.

Section 4. No Waiver of Future Approvals. The approval of the Committee to any proposals or plans and specifications or drawings for work done or proposed or in

connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

Section 5. Compensation for Members. Members of the Committee who are residents of the Properties or who are appointed by the Developer shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, but the Board may authorize reasonable compensation for other members of the Committee.

Section 6. Inspection of Work. Inspection of work and correction of defects therein, and enforcement of minimum maintenance standards, shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article VIII, the person who obtained the approval (the "Applicant") shall give written notice of completion to the Committee.

(b) Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not done in substantial compliance with the approved plans it shall notify the Applicant in writing of such noncompliance within such sixty-day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If the Committee finds that an Improvement is in violation of the minimum standards of maintenance it shall notify the violating party ("Violator") specifying the particulars of noncompliance, and shall require the Violator to remedy same.

(d) If upon the expiration of thirty (30) days from the date of such notification, the Applicant or Violator, as the case may be, shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant or Violator shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant or Violator does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying Improvements or remedy the noncompliance, or correct the deficiency under the minimum maintenance standards and the Applicant or the Violator shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant or the Violator to the Association, the Board shall levy a Special Assessment against such Applicant or Violator for reimburse-

ment. (In the event said Applicant or Violator is a condominium association, the aforementioned Special Assessment shall be levied against all Lots in the condominium in equal amounts).

(e) If for any reason the Committee fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of said written notice of completion from the Applicant the Improvement shall be deemed to be in accordance with said approved plans.

Section 7. Non-Liability of Committee Members. No member of the Committee nor the Committee's duly authorized representative, shall be liable to the Association, any condominium association, or to any Owner or any other person or entity for any loss, damage, injury or expense arising out of or in any way connected with the performance of his duties hereunder, unless due to his willful misconduct or bad faith. The Association shall indemnify and hold harmless each member of the Committee and the Committee's duly authorized representative agent against all liability arising out of the performance of his duties hereunder, except when due to his willful misconduct or bad faith. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration in addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Properties as a whole. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of Dwellings or buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 8. Variance. The Committee may authorize variances from compliance with any architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. If such variances are granted, no violation of the restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance. Such variances must be evidenced in writing and must be signed by at least two (2) members of the Committee.

ARTICLE IX
MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. Maintenance Obligations of Condominium Associations and Owners. It shall be the duty of each association which operates a condominium within the Residential Areas, at its sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval and standards, to maintain, repair, replace and restore the common elements under its jurisdiction, in a neat, sanitary and attractive condition. In the event that any such condominium association shall permit any Improvement which is its responsibility to maintain, to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Architectural Committee shall have the right, but not the duty, upon fifteen (15) days' prior written notice to said condominium association, to correct such condition and to enter upon such condominium property to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the condominium. Said cost shall be a Special Assessment and shall create a lien upon all the Lots in said condominium enforceable in the same manner as other assessments as set forth in this Declaration; provided, however, that any Owner may have his Lot discharged from the lien of such Special Assessment upon payment of the proportionate amount attributable to his Lot. The condominium association shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board, to the amounts payable to each Owner in the condominium as Common Assessments. It shall be the duty of each Owner, at his sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval and standards, to maintain, repair, replace and restore areas and Improvements subject to his exclusive control, in a neat, sanitary, and attractive condition. Areas subject to the exclusive control of a Owner shall be deemed to include, but not be limited to, the exterior and all glass portions of his Dwelling and its appurtenant structures, and the landscaping, shrubbing and other plantings located on his Lot. In the event that any Owner shall permit any area or Improvement, which is the responsibility of such Owner to maintain, to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Architectural Committee shall have the right, but not the duty, upon fifteen (15) days' prior written notice to the Owner of such Lot, to correct such condition and to enter upon such Owner's Lot to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the Owner. Said cost shall be a Special Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration. The Owner shall pay promptly all amounts due for such work, and the cost and expense of collection may be added, at the option of the Board, to the amounts payable by each Owner as Common Assessments.

Section 2. Maintenance Obligations of Association. The Association shall maintain, or provide for the maintenance of, all of the Common Area, including, without limitation, the recreation buildings, roads, lakes, landscaping, trees, plants and other vegetation which are part

of the Common Area. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board shall determine in their judgment to be appropriate.

Section 3. Exterior Appearance and Design. Any Owner who has suffered damage may apply for approval to the Architectural Committee for reconstruction, rebuilding or repair of his Dwelling. Application for such approval shall be made in writing together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstructions and the end result thereof. The Architectural Committee shall grant such approval only if upon completion of the work the exterior appearance and design will be substantially like that which existed prior to the date of the casualty. Failure of the Architectural Committee to act within thirty (30) days after receipt of such a request in writing coupled with the drawings and plot plans showing the full and complete nature of the proposed change shall constitute approval thereof. If the obligation for repair falls upon the Association, Architectural Committee approval will not be required prior to the commencement of such work.

ARTICLE X USE RESTRICTIONS

All the Properties shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Developer in Section 10 hereof.

Section 1. Use of Lot. Each Lot shall be used as a residence for a single family and for no other purpose, except that the Developer may use Lots as sites for sales, administrative, and management offices and for model homes. ~~No structures may be placed, erected or kept on a lot except for a double or triple wide mobile home and its appurtenant car port, patio, porches and storage/laundry room.~~

Section 2. Business or Commercial Activity. No part of the Properties shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, or such other-nonresidential purposes; except Developer may use any portion of the Properties as sites for sales, administrative and management offices and model homes.

Section 3. Nuisances. No noxious or offensive activity shall be carried on within the Properties, nor shall anything be done therein which may be or become any unreasonable annoyance or a nuisance to any Owner. No loud noises or noxious odors shall be permitted on the Properties, and the Board shall have the right to determine in accordance with the By-Laws if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smokey vehicles,

large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any portion of the Properties without the prior written approval of the Architectural Committee.

Section 4. Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Properties without the prior written consent of the Architectural Committee, except one sign for each Lot, of not more than three (3) feet by two (2) feet, plain white with black block letters, advertising the property for sale or rent, or except signs, regardless of size, used by Developer, to advertise the Properties during the construction and sale period.

Section 5. Parking and Vehicular Restrictions. No Owner of a Lot shall park, store or keep any vehicle except wholly within the parking area designated therefore. No Owner shall park, store or keep within the Properties any large commercial type vehicle, (dump truck, cement mixer truck, oil or gas truck, delivery truck), deemed to be a nuisance by the Board. No Owner shall conduct major repairs (except in an emergency) or major restorations of any motor vehicle, boat or trailer upon any portion of the Properties. This Section shall not apply to vehicles used by Developer, or its contractor or sub-contractors, in connection with the development of the Properties.

Section 6. Animal Restrictions. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any Lot or the Common Area, except pet dogs and cats may be kept by Owners granted the privilege to keep same by the provisions of a Declaration of Condominium, subject however to rules and regulations adopted by the Association, and provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Owner.

Section 7. Trash. No rubbish, trash or garbage or other waste material shall be kept or permitted on the Properties except in sanitary containers located in appropriate areas, and no odor shall be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried or aired on a Lot in such a way as to be visible to any other Lot, and no lumber, grass, shrubs or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties except within an enclosed structure or appropriately screened from view.

Section 8. View Obstructions. No fence, hedge, wall or other dividing instrumentality or swimming pool.

Section 9. Common Area Facilities. Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Association, unless such alteration, construction or removal is by Developer pursuant to its plan for developing Common Area facilities.

Section 10. Developer Exemption. Developer is undertaking the work of developing the Project Lands into a mobile home community. The completion of that work and the sale, rental and other disposal of Lots and Dwellings is essential to the establishment and welfare of the Project Lands as a residential community. In order that said work may be completed and the Project Lands established as a fully occupied residential community as rapidly as possible, no Owner nor the Association nor any condominium association shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

(a) Prevent Developer or its contractors or subcontractors, from doing on any property owned or controlled by Developer whatever it determines to be necessary or advisable in connection with the completion of said work, including without limitation the alteration of its construction plans and designs as it deems advisable in the course of development; or

(b) Prevent Developer or its representatives, or its contractors or subcontractors, from erecting, construction and maintaining on any property owned or controlled by Developer, such structures as may be reasonably necessary for the conduct of its or their business of completing said work, establishing the residential community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Developer, or its contractors or subcontractors, from conducting on any property, owned or controlled by Developer, its or their business of developing subdividing, grading and constructing improvements on the Project Lands and of disposing of Lots and Dwellings therein by sale, lease or otherwise; or

(d) Prevent Developer from determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the Properties;

(e) Prevent Developer, its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the sale, lease or other marketing of Lots and Dwellings.

Section 11. Outside Installations. No radio station or shortwave operators of any kind shall operate from any Lot or Dwelling. No exterior radio antenna, television antenna, or other antenna of any type shall be erected or maintained within the Properties, except that a master antenna or antennae, or cable television antenna or antennae, may be provided for the use of Owners, and Developer may grant easements for such purposes.

Section 12. Insurance Rates. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Properties which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 13. Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted within the Properties, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted within the Properties.

Section 14. Easements for Utility Installations. The rights and duties with respect to utility installations, including, without limitation, sanitary sewer and water, cable or master antenna television, electricity, gas and telephone lines and facilities, shall be governed by the following:

(a) Whenever such utility installations, or any portion thereof, are or have been installed within the Properties, the Owner of any Lot, or the Association in the case of the Common Area, or a condominium association in case of the common elements of the condominium, served by such installation shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have the supplier of such utility service enter upon, any portion of the Properties in which said installations lie, to repair, replace and generally maintain said installations.

(b) The right granted in subparagraph (a) above, shall be only to the extent necessary to entitle the Owner, or the Association, or the condominium association, serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(c) In the event of a dispute between owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the costs thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board, who shall decide the dispute and the decision of the Board shall be final and conclusive on the parties.

Section 15. Reservation of Utility Easements. Easements in the Properties for the location, relocation, installation, repair and maintenance of electric, telephone, cable or master antenna television, water, drainage and sanitary sewer lines and facilities and the like, are hereby reserved by Developer, together with the right to grant and transfer the same.

Section 16. Age Restriction. To the extent it is lawful, no person under the age of 18 may permanently reside upon any Lot.

Section 17. Set-Back Requirements. No exterior side of any wall of a dwelling or appurtenant structures shall be erected or maintained upon a Lot closer than five (5) feet to any side Lot line or rear Lot line, nor closer than fifteen (15) feet to any Lot line facing a street, except in the case of cul de sacs where the minimum set-back shall be ten (10) feet from the street-side Lot line and five (5) feet from the side and rear Lot line. The Architectural Committee may authorize variances from this restriction when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require, or where the side Lot line in question is not a common line with an adjoining Lot or it adjoins a common element green belt area, or where the rear Lot line in question has beyond it a minimum of twenty (20) feet of common element green belt area. Such variance must be evidenced in writing, and must be signed by at least two (2) members of the Committee. If such variances are granted, no violation of the foregoing restriction shall be deemed to have occurred. The granting of such a variance shall not operate except as to the particular property covered by the variance.

Section 18. Rules and Regulations. All Owners shall abide by the By-Laws and any rules and regulations adopted by the Association.

ARTICLE XI
DAMAGE OR DESTRUCTION TO COMMON AREA

Damage to or destruction of all or any portion of the Common Area shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage or destruction of the Common Area, and the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within Ten Thousand Dollars (\$10,000.00) or less of being sufficient to effect total restoration to the Common Area, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment equally against each of the Owners, in accordance with the provisions of Article VI, Section 5, of this Declaration.

(c) If the insurance proceeds are insufficient by more than Ten Thousand Dollars (\$10,000.00) to effect total restoration of the Common Area, then by written consent or vote of a majority of the Owners, they shall determine whether (1) to rebuild and restore in substantially the same manner as the Improvements existed prior to damage and to raise the necessary funds over the insurance proceeds by levying equal Reconstruction Assessments against all Lots, (2) to rebuild and restore in a way which utilizes all available insurance proceeds and an additional amount not in excess of Ten Thousand Dollars (\$10,000.00), and which is assessable equally to all Owners but which is less expensive than replacing these Improvements in substantially the same manner as they existed prior to being damaged, or (3) subject to the provisions of Article XIII, to not rebuild and to distribute the available insurance proceeds equally to the Owners and Mortgagees of the Lots as their interests may appear.

(d) Each Owner shall be liable to the Association for any damage to the Common Area not fully covered by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family and guests, both minor and adult. Notwithstanding the foregoing, the Association reserves the right to charge a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several, except to the extent that the Association has previously contracted in writing with such joint Owners to the contrary. The cost of correcting such damage shall be a Special Assessment against the Lot and may be collected as provided herein for the collection of Common Assessments.

ARTICLE XII INSURANCE

Section 1. Common Area. The Association shall keep all Improvements of the Common Area insured against loss or damage by fire for one hundred (100%) percent of the full insurance value (based on current replacement cost), less such reasonable deductions as the Board may deem appropriate, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area facilities, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article XI of this Declaration. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lots to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments made against such Lot Owners, in accordance with the provisions of Article VI, Section 4, of this Declaration.

Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Management Company, Developer, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance and malicious mischief, in such limits as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The Association may also obtain Workmen's Compensation insurance and other liability insurance as it may deem desirable, insuring each Lot Owner and the Association, Board and Management Company, from liability in connection with the Common Area the premiums for which are Common Expenses included in the Common Assessments made against the Lot Owners. All insurance policies shall be reviewed at least annually by the Board and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and the Management Company thereof against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof.

ARTICLE XIII
MORTGAGE PROTECTION CLAUSE

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) Each first Mortgagee of a Mortgage encumbering any Lot, at his written request, is entitled to written notification from the Association, of any

default by the Mortgagor of such Lot in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.

(b) Unless at least sixty-six and two-thirds (66-2/3rds%) percent of first Mortgagees (based upon one vote for each Mortgage owned), and sixty-six and two-thirds (66-2/3rds) percent of the Owners (other than Developer) have given their prior written approval, neither the Association nor the Owners shall:

(1) by act or omission seek to sell or transfer the Common Area or any portion thereof and the Improvements thereon which are owned by the Association;

(The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association or the Developer or the transfer of said portion of the Common Area to an unincorporated association of the Owners in accordance with the Articles of Incorporation of the Association shall not be deemed a transfer within the meaning of this clause.)

(2) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;

(3) by act or omission change, waive or abandon applicable regulations or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwellings;

(4) fail to maintain Fire and Extended Coverage on insurable Common Area on a current replacement cost basis in an amount not less than one hundred per cent (100%) of the insurance value (based on current replacement cost) less such reasonable deductions as the Board may deem appropriate;

(5) use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such Improvements; or

(6) amend this Declaration or the Articles of Incorporation or By-Laws of the Association in such a manner that the rights of any first Mortgagee will be affected.

(c) First Mortgagees shall have the right to periodically examine the books and records of the Association during normal business hours.

(d) All first Mortgagees who have registered their names with the Association shall be given (1) thirty (30) days written notice prior to the effective

date of any proposed, material amendment to this Declaration or the Articles of Incorporation or By-Laws of the Association and prior to the effective date of any termination of any agreement for professional management of the Common Area following a decision of the Owners to assume self-management of the Common Area; and (2) immediate notice following any damage to the Common Area whenever the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000.00), and as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the Common Area;

(e) First Mortgagees may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any Common Area facilities and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XIV ANNEXATION OF ADDITIONAL PROPERTY

Additional property may be annexed to the Properties described on Schedules A and B and such additional property may become subject to this Declaration by any of the methods set forth hereinafter:

Section 1. Additions by Developer. The Developer shall have the right, from time to time and without the approval of the Association, its Members or the Board, to bring within the scheme of this Declaration additional portions ("Annexed Property") of the Project Lands.

Section 2. Other Additions. In addition to the provision for annexation specified in Section 1 above, additional property owned by the Association may be annexed to the Properties and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of Members entitled to exercise no less than a majority of the voting power of the Class A Members, excluding the vote of Developer; provided, however, that the prior written consent of the Class B Member shall be required with respect to such annexation so long as the Class B Membership continues to exist.

Section 3. Notice of Addition of Territory. The additions authorized under Sections 1 and 2 of this Article XIV shall be made by filing of record a Notice of Addition of Territory, or other similar instrument (which Notice or Instrument may contain the Supplemental Declaration, if any, affecting each such addition), with respect to the additional property which shall be executed by Developer or the owner thereof and shall extend the general plan and scheme of this Declaration to such Annexed Property. The filing of record of said Notice of Addition shall constitute and effectuate the annexation of the Annexed Property described therein, and thereupon said Annexed Property shall become and constitute a part of the Properties, become subject to this Declaration and encompassed within the general plan and scheme of covenants and restrictions, contained herein, and become subject to the functions, powers and jurisdiction of

the Association; and the Owners of Lots in said Annexed Property shall automatically become Members of the Association. Such Notice of Addition may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Annexed Property, or as Developer may deem appropriate in the development of the Annexed Property or the sale of the Lots therein, and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such Notice of Addition revoke, modify or add to the covenants and restrictions established by this Declaration as the same shall pertain to the Properties described in Schedules A and B hereto where the effect of such change would adversely modify substantial rights of Owners of Lots therein.

Section 4. Deannexation. Developer may delete all or a portion of Annexed Property which is not Common Area from coverage of this Declaration and the jurisdiction of the Association, so long as Developer is the Owner of such Annexed Property and provided that a Notice of Deletion of Territory is recorded in the same manner as the applicable Notice of Addition was recorded.

Section 5. Maximum Number of Lots. Developer in behalf of itself and its successors and assigns, covenant and agree that not more than a total of 1,998 Lots may be established on the Project Lands.

Section 6. Development Plan not Binding. The location, nature and extent of the Common Area and Residential Areas in any Annexed Property, as well as the number, size and location of the Lots within said Annexed Residential Areas, shall be at the sole discretion of the Developer. Any maps or sketches prepared by Developer depicting its plan for the development of the remaining undeveloped portions of the Project Lands are tentative and do not bind Developer. Nothing contained in this Declaration shall be construed to obligate Developer to complete development of the remaining portions of the Project Lands.

ARTICLE XIV ENCROACHMENTS; EASEMENTS

Section 1. Encroachments. If (a) any portion of the Common Area encroaches upon any other portion of the Properties; (b) any other portion of the Properties encroaches upon the Common Area; (c) any encroachment shall hereafter occur as the result of construction, reconstruction, alteration or repair of any building or other improvements for the Common Area, or (d) any Dwelling, as of the date of this Declaration is recorded, is so situated on a Lot so as to encroach upon another Lot or the common elements or to be in violation of set-back requirements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

Section 2. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, etc. Each portion of the Properties shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines,

and similar or related facilities located in the Properties and serving such portion thereof. Each portion of the Properties shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities located in such portion of the Properties and serving other portions thereof.

Section 3. Construction and Sales. The Developer and its agents, employees, contractors, subcontractors and suppliers, shall have an easement of ingress and egress over and across the Common Area for construction purposes. The Developer and its agents, employees and designees, shall have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Common Area for the purposes of advertising the sale or lease of Lots or Dwellings.

ARTICLE XV
ACCESS EASEMENT ACROSS SPILLMAN DRIVE

A perpetual easement of access, ingress and egress over the street connecting Cayman Circle to U.S. 441, which is commonly known as Spillman Drive and is legally described on Schedule D annexed hereto, is hereby created for the common use and benefit of (i) each Owner and Lessee of a Lot and their guests, invitees and family members, (ii) the Developer and its contractors, subcontractors, agents, employees, invitees, and such other persons as the Developer may designate from time to time, (iii) the owner, employees, invitees, members, players and guests of the Zellwood Station Golf Course and Country Club, (iv) all persons rendering governmental public services or other services to the Project Lands, and (v) the Association and each condominium association, their members, employees and invitees; the Developer reserves, however, the right to relocate said easement to other property owned by the Developer, provided that the relocated easement establishes access, ingress and egress between Cayman Circle and U.S. 441.

ARTICLE XVI
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Properties and any property annexed thereto and shall inure to the benefit of and be enforceable by the Association, the Developer, or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds (2/3rds) of the Lots has been recorded at least six (6) months prior to any renewal date, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lot to enforce any lien created by these covenants; and the failure by the Association, the Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Notices. Any notice required to be sent to any Owner or to Developer under the provisions of this Declaration shall be deemed to have been properly sent to said Owner when mailed, post paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing, and to Developer when mailed post paid, certified mail, return receipt requested, to P.O. Box 292, Highway 441, Zellwood, Florida 32798 or such other address as the Developer may furnish to the Association.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan or the development of a residential community and for the maintenance of community recreational facilities and Common Area. The article and section headings have been inserted for convenience only, and shall not be considered or referred to resolving questions of interpretation or construction, unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

Section 6. Amendments. Except as otherwise provided herein, this Declaration may only be amended by the Association upon the affirmative vote or written consent of at least two-thirds (2/3rds) of the voting power of each class of Members: provided, however, that the prior written approval of the holders of at least two-thirds (2/3rds) of the first Mortgages encumbering Lots must be obtained also, before Article XIII may be amended. Nothing contained herein shall affect the right of Developer to make such amendments or Supplemental Declaration or Notices of Addition Territory, as may otherwise be permitted herein.

Section 7. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Properties to the public, or for any public use.

Section 8. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title estate or interest in and to any Lot or other portion of the Properties does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these covenants and restric-

tions is contained in the instrument by which such person acquired an interest in the Properties, or any portion thereof.

IN WITNESS WHEREOF, the Developer has duly executed this Declaration the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

CAYMAN DEVELOPMENT CORPORA-
TION
(SEAL)

J. P. ...
... ..

By: ...
Attest: ...

THE LEGAL DESCRIPTIONS SHOWN ON THE FOLLOWING SCHEDULES A, B, C AND D ARE PRELIMINARY AND ARE SUBJECT TO REVISION TO CORRESPOND TO THE FINALLY ESTABLISHED BOUNDARY LINES.

SCHEDULE A

OAK GROVE VILLAGE CONDOMINIUM

Description No. 1

From the Southeast corner of the Southwest 1/4 of Section 28, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W, along the East line of said Southwest 1/4 a distance of 1178.44 feet for a point of beginning, said point being on a curve concave Southeasterly and having a radius of 55.00 feet; thence from a tangent bearing of S.63°57'30"W, run Southerly along the arc of said curve 52.62 feet through a central angle of 49°54'21" to a point of compound curvature of a curve concave Southeasterly and having a radius of 185.00 feet; thence run Southerly along the arc of said curve 42.48 feet through a central angle of 13°09'27" to a point on a curve concave Northerly and having a radius of 160.00 feet; thence from a tangent bearing of S.47°45'34"W, run Northwesterly along the arc of said curve 249.22 feet through a central angle of 89°21'13" to the point of tangency; thence run N.42°52'51"W, 72.14 feet; thence N.02°52'31"W, 264.67 feet; thence N.87°07'09"E, 312.03 feet to the East line of the aforesaid Southwest 1/4 of Section 26; thence N.73°24'02"E, 534.93 feet; thence S.06°08'16"E, 64.35 feet to the point of curvature of a curve concave Easterly and having a radius of 550.00 feet; thence run Southeasterly along the arc of said curve 270.79 feet through a central angle of 28°12'32"; thence run S.50°26'13"W, 98.69 feet; thence S.24°58'29"W, 67.92 feet; thence S.57°01'19"W, 123.36 feet; thence S.03°56'49"W, 170.97 feet; thence S.78°01'37"E, 60.85 feet; thence S.22°10'35"E, 55.90 feet; thence S.04°44'34"W, 87.45 feet; thence S.13°46'05"E, 78.83 feet; thence S.14°33'41"W, 96.19 feet; thence S.29°00'06"W, 78.20 feet; thence S.56°33'47"W, 35.61 feet; thence N.84°37'14"W, 42.50 feet; thence N.84°39'50"W, 74.13 feet; thence S.89°38'19"W, 91.08 feet; thence N.30°40'58"W, 127.70 feet; thence N.03°01'40"E, 478.48 feet; thence S.87°01'19"W, 98.45 feet to a point of curvature of a curve concave Southeasterly and having a radius of 65.00 feet; thence run Southwesterly along the arc of said curve 26.16 feet through a central angle of 23°03'39" to the point of beginning.

Description No. 2

From the Southeast corner of the Southwest 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W, along the East line of said Southwest 1/4 a distance of 1178.44 feet to a point on a curve concave Southeasterly and having a radius of 65.00 feet; thence from a tangent bearing of N.50°57'30"E, run Easterly along the arc of said curve 26.16 feet through a central angle of 23°03'39" to the point of tangency; thence run N.87°01'19"E, 496.11 feet; thence N.50°26'13"E, 98.69 feet to a point on a curve concave Northeasterly and having a radius of 550.00 feet; thence from a tangent bearing of S.24°58'29"W, run Southeasterly along the arc of said curve 100.14 feet through a central angle of 10°25'54" for the point of beginning; thence continue Southwesterly along the arc of said curve 169.83 feet through a central angle of 17°41'31"; thence S.27°31'47"W, 10.00 feet to a point on a curve concave Northeasterly and having a radius of 560.00 feet; thence from a tangent bearing of S.82°28'13"E, run Southeasterly along the arc of said curve 160.26 feet through a central angle of 16°23'49"; thence run N.11°07'58"E, 10.00 feet; thence run S.78°52'02"E, 288.40 feet to the point of curvature of a curve concave Southwesterly and having a radius of 240.11 feet; thence run Southeasterly along the arc of said curve 138.71 feet through a central angle of 03°17'02" to the point of compound curvature of a curve concave Southwesterly and having a radius of 649.22 feet; thence run Southeasterly along the arc of said curve 181.00 feet through a central angle of 15°58'27" to the point of tangency; thence run S.59°26'32"E, 184.73 feet to the point of curvature of a curve concave Northerly and having a radius of 147.50 feet; thence run Easterly along the arc of said curve 115.45 feet through a central angle of 45°00'00" to the point of reverse curvature of a curve concave Southerly and having a radius of 150.00 feet; thence run Southeasterly along the arc of said curve 91.53 feet through a central angle of 35°00'00" to the point of compound curvature of a curve concave Southwesterly and having a radius of 729.61 feet; thence run Southeasterly along the arc of said curve 277.37 feet through a central angle of 21°46'54" to the point of tangency; thence run S.47°49'40"E, 209.79 feet; thence S.26°14'36"W, 100.21 feet to the point of curvature of a curve concave Southeasterly and having a radius of 476.27 feet; thence run Southerly along the arc of said curve 211.78 feet through a central angle of 25°22'43" to the Northernly right-of-way line of Yothers Road, as recorded in O.R. Book 2658, Page 1319 of the Official Records of Orange County, Florida; thence run along said Northernly right-of-way line the following courses: Thence S.87°09'16"W, 333.14 feet; thence run S.81°03'19"W, 148.25 feet; thence S.87°09'16"W, 230.00 feet to the point of curvature of a curve concave Southerly and having a radius of 585.60 feet; thence run Southwesterly along the arc of said curve 362.76 feet through a central angle of 35°29'35" to the point of compound curvature of a curve concave Southeasterly and having a radius of 526.37 feet; thence run Southerly along the arc of said curve 115.87 feet through a central angle of 12°36'43"; thence leaving said Northernly right-of-way line of Yothers Road, run N.50°57'04"W, 37.04 feet to a point on a curve concave Northeasterly and having a radius of 243.00 feet; thence from a tangent bearing of S.82°04'38"W, run Northwesterly along the arc of said curve 262.73 feet through a central angle of 81°58'48" to the point of tangency; thence N.15°58'34"W, 121.96 feet to the point of curvature of a curve concave Easterly and having a radius of 365.34 feet; thence run Northerly along the arc of said curve 248.84 feet through a central angle of 39°10'53"; thence run N.51°47'12"W, 43.77 feet to a point on a curve concave Easterly and having a radius of 200.00 feet; thence from a tangent bearing of N.20°29'13"E, run Northerly along the arc of said curve 22.00 feet through a central angle of 13°58'28" to the point of tangency; thence N.06°09'45"E, 10.82 feet to the point of curvature of a curve concave Easterly and having a radius of 757.94 feet; thence run N.E.T. along the arc of said curve 635.66 feet through a central angle of 10°53'13" to the point of compound curvature of a curve concave Easterly and having a radius of 1730.00 feet; thence run Northerly along the arc of said curve 135.92 feet through a central angle of 1°37'31"; thence N.01°26'07"E, 204.45 feet; thence N.50°26'13"E, 65.85 feet to the point of beginning.

All of Descriptions 1 & 2 Containing therein 23.45 Acres more or less.

Section 25, Township 20 South, Range 27 East
Orange County, Florida

From the Southwest corner of Section 25, Township 20 South, Range 27 East, Orange County, Florida, run along the west line of said Section 25, N 02 degrees 58' 42" W, 20.00 feet to the North Right-of-way line of Yothers Road, as recorded in Deed Book 649, Pages 129, 130 and 133, Public Records of Orange County, Florida; thence along said North Right-of-way line of Yothers Road and parallel to the South line of said Sec. 25, run N. 87 degrees 05' 40" E 2659.78 ft., thence N. 86 degrees 35' 22" E, along said N. R/W line 13827 ft. to the point of beginning; thence run along the West Line of Citrus Ridge Village Condominium, as recorded in Condominium Book , Pages and , Public Records of Orange County, Florida, the following courses: thence N 03 degrees 32' 41" W, 211.42 feet; thence N 86 degrees 27' 19" E, 22.00 feet; thence N 03 degrees 32' 41" W, 226.00 feet to the point of curvature of a curve concave southwesterly having a radius of 316.44 feet; thence run Northwesterly along said curve 273.15 feet through a central angle of 49 degrees 27' 31" to the point of tangency; thence N 53 degrees 00' 11" W, 126.00 feet to the point of curvature concave Northeasterly having a radius of 90.15' feet; thence run Northwest-erly along said curve 59.61 feet through a central angle of 37 degrees 52' 52" to the point of tangency; thence N 15 degrees 07' 80" W, 9.45 feet; thence N 16 de-grees 08' 17" West, 37.70 feet; thence N 24 degrees 53' 13" W, 86.00 feet to a point on a curve concave Northwesterly having a radius of 569.00 feet; thence from a tangent bearing of N 65 degrees 26' 47" E, run northeasterly along said curve 51.53 feet through a central angle of of degrees 11' 23" to a point; thence run N 29 degrees 44' 36" W; 140.00 feet to a point on a curve concave Northwesterly having a radius of 429.00 feet; thence leaving said E. line of Citrus Ridge Village Condominium , run from a tangent bearing of N 60 degrees 15' 24" E, Northeasterly along said curve 412.11 feet through a central angle of 55 degrees 02' 22" to a point of reverse curvature of a curve concave Southeasterly a radius of 517.50 feet; thence run Northeasterly along said curve 360.01 feet through a central angle of 39 degrees 51' 33" to a point; thence run N 44 degrees 55' 24" W, 129.66 feet to the point of curvature of a curve concave Southeasterly having a radius of 120.00 feet; thence run Northerly and then Easterly along said curve 282.24 feet through a central angle of 134 degrees 45' 34" to a point; thence N 52 degrees 58' 06" E, 257.62 feet to the point of curvature of a curve concave southerly having a radius of 602.00 feet; thence run Easterly along said curve 512.17 feet through a central angle of 48 degrees 44' 45" to a point on curve concave Westerly having a radius of 368.41 feet; thence from a tangent bearing of N 03 degrees 38' 01" E, run North-esterly along said curve a distance of 86.20 feet through a central angle of 13 degrees 24' 24" to the point of tangency; thence N 09 degrees 46' 22" W. 398.62 feet to the point of curvature of a curve concave Westerly and having a radius of 542.26 feet; thence run Northerly along the arc of said curve 19.69 feet, through a central angle of 02 degrees 04' 48"; thence N 78 degrees 08' 50" E. 86.00 feet to a point on a curve concave Westerly and having a radius of 628.26 feet; thence from a tangent bearing of N 11 degrees 51' 10" W. Run Northerly along the arc 25.17 feet through a central angle of 02 degrees 17' 44"; thence N. 75 de-grees 51' 06" E. 340.42 feet to the East line of the West 3/4 of aforesaid Sec-tion 25; thence along said East line of the West 3/4 run S. 02degrees 47' 04" E. 2833.81 feet to a point 30.00 feet north of the Southeast Corner of said West 3/4 of Section 25, said point being on the aforesaid North Right of Way line of Yothers Road; thence along said North Right of Way line run S. 86 degrees 35' 22" W. 1184.01 feet to the point of beginning. Contains 67.0089 acres more or less.

LEGAL DESCRIPTION OF COMMON AREARECREATION COMPLEXDescription:

From the corner common to the Southwest corner of Section 25, Township 20 South, Range 27 East and the Southeast corner of Section 26, Township 20 South, Range 27 East, in Orange County, Florida, run N.02°58'42"W. along the line between said sections a distance of 90.00 feet to the North right-of-way line of Yothers Road, as recorded in Official Records Book 2658, Page 1319, Public Records of Orange County, Florida; thence run S.87°09'16"W. along said North right-of-way line 383.60 feet to a point on a curve concave Southeasterly, having a radius of 356.27 feet; thence from a tangent bearing of N.01°58'57"E. run Northeasterly along said curve 150.86 feet through a central angle of 24°15'39" to the point of tangency; thence N.26°14'36"E. 172.15 feet to a point on a curve concave Northeasterly, having a radius of 196.23 feet; thence from a tangent bearing of N.56°15'04"W. run Northwesterly along said curve 28.85 feet through a central angle of 08°25'24" to the point of tangency; thence N.47°49'40"W. 276.69 feet to the point of curvature of a curve concave Southwesterly, having a radius of 829.61 feet; thence run Northwesterly along said curve 315.39 feet through a central angle of 21°46'54" to the point of compound curvature of a curve concave Southwesterly, having a radius of 250.00 feet; thence run Northwesterly along said curve 152.72 feet through a central angle of 35°00'00" to the point of reverse curvature of a curve concave Northeasterly, having a radius of 47.50 feet; thence run Northwesterly along said curve 37.31 feet through a central angle of 45°00'00" to the point of tangency; thence N.59°36'33"W. 184.73 feet to the point of curvature of a curve concave Southwesterly, having a radius of 749.22 feet; thence run Northwesterly along said curve 208.88 feet through a central angle of 15°58'27" to a point of compound curvature of a curve concave Southwesterly, having a radius of 2520.11 feet; thence run Northwesterly along said curve 144.44 feet through a central angle of 3°17'02" to the point of tangency; thence N.78°52'02"W. 119.04 feet to the point of beginning; thence continue N.78°52'02"W. 169.36 feet to the point of curvature of a curve concave Northeasterly, having a radius of 450.00 feet; thence run Northeasterly along said curve 571.22 feet through a central angle of 72°43'47" to the point of tangency; thence N.06°08'16"W. 157.97 feet; thence N.72°24'31"E. 179.38 feet to the point of curvature of a curve concave Southerly, having a radius of 314.08 feet; thence run Easterly along said curve 84.74 feet through a central angle of 15°27'29" to the point of tangency; thence N.87°52'00"E. 177.44 feet to the point of curvature of a curve concave Northerly, having a radius of 693.00 feet; thence run Northeasterly along said curve 112.98 feet through a central angle of 9°20'26" to a point; thence run South 671.84 feet to the point of beginning. Containing 6.5792 acres more or less.

LAKE COHEN, LITTLE LAKE COHEN & SURROUNDING PARKDescription:

From the corner common to the Southwest corner of Section 25, Township 20 South, Range 27 East and the Southeast corner of Section 26, Township 20 South, Range 27 East, in Orange County, Florida, run N.02°58'42"W. along the line between said sections a distance of 90.00 feet to the North right-of-way line of Yothers Road, as recorded in O. R. Book 2658, Page 1319, Public Records of Orange County, Florida; thence run S.87°09'16"W. along said North right-of-way line 383.60 feet to a point on a curve concave Southeasterly, having a radius of 356.27 feet; thence from a tangent bearing of N.01°58'57"E. run Northeasterly along said curve 150.86 feet through a central angle of 24°15'39" to the point of tangency; thence N.26°14'36"E. 172.15 feet to the point of beginning; said point on a curve concave Northeasterly, having a radius of 196.23 feet; thence from a tangent bearing of N.56°15'04"W. run Northwesterly along said curve 28.85 feet through a central angle of 08°25'24" to the

point of tangency; thence N.47°49'40"W. 276.69 feet to the point of curvature of a curve concave Southwesterly, having a radius of 829.61 feet; thence run Northwesterly along said curve 315.39 feet through a central angle of 21°46'54" to the point of compound curvature of a curve concave Southwesterly, having a radius of 250.00 feet; thence run Northwesterly along said curve 152.72 feet through a central angle of 35°00'00" to the point of reverse curvature of a curve concave Northeasterly, having a radius of 47.50 feet; thence run Northwesterly along said curve 37.31 feet through a central angle of 45°00'00" to the point of tangency; thence N.59°36'33"W. 184.73 feet to the point of curvature of a curve concave Southwesterly, having a radius of 749.22 feet; thence run Northwesterly along said curve 208.88 feet through a central angle of 15°58'27" to a point of compound curvature of a curve concave Southwesterly, having a radius of 2520.11 feet; thence run Northwesterly along said curve 144.44 feet through a central angle of 3°17'02" to the point of tangency; thence N.78°52'02"W. 119.04 feet; thence North 671.84 feet to a point on a curve concave Northwesterly, having a radius of 693.00 feet; thence from a tangent bearing of N.78°31'34"E. run Northeasterly along said curve 129.24 feet through a central angle of 10°41'08" to the point of tangency; thence run N.67°50'26"E. 56.45 feet to the point of curvature of a curve concave Southeasterly, having a radius of 2078.73 feet; thence run Northeasterly along said curve 155.22 feet through a central angle of 04°16'42" to the point of reverse curvature of a curve concave Northwesterly and having a radius of 1616.09 feet; thence run Northeast-erly along said curve 187.99 feet through a central angle of 06°39'54" to the point of reverse curvature of a curve concave Southeasterly, having a radius of 617.00 feet; thence run Northeasterly along said curve 187.78 feet through a central angle of 17°26'15" to a point on a curve concave Northwesterly, having a radius of 151.92 feet; thence from a tangent bearing of S.04°36'01"E. run Southeasterly along said curve 206.96 feet through a central angle of 78°03'18" to the point of tangency; thence S.S. 39'19"E. 168.65 feet to the point of curvature of a curve concave Southwesterly, having a radius of 577.00 feet; thence run Southeasterly along said curve 384.78 feet through a central angle of 38°12'29" to the point of tangency; thence S.44°26'50"E. 122.72 feet to the point of curvature of a curve concave Northeasterly, having a radius of 693.00 feet; thence run Southeasterly 115.81 feet through a central angle of 9°34'29" to a point; thence S.35°58'41"W. 86.00 feet to a point on a curve concave Northerly, having a radius of 779.00 feet; thence from a tangent bearing of S.54°01'19"E. run Easterly along said curve 864.96 feet through a central angle of 63°37'05" to the point of tangency; thence N.62°21'35"E. 259.27 feet to the point of curvature of a curve concave Southeasterly, having a radius of 511.00 feet; thence run Northeasterly along said curve 322.06 feet through a central angle of 36°06'39" to the point of tangency; thence S.81°31'48"E. 152.44 feet to a point on a curve concave Easterly, having a radius of 1324.27 feet; thence from a tangent bearing of S.03°47'31"W. run Southerly along said curve 95.49 feet through a central angle of 04°07'53" to the point of tangency; thence S.00°20'22"E. 316.47 feet to the point of curvature of a curve concave Northwesterly, having a radius of 243.94 feet; thence run Southwesterly along said curve 309.78 feet through a central angle of 72°45'37" to the point of tangency; thence S.72°25'15"W. 207.97 feet to the point of curvature of a curve concave Southeasterly, having a radius of 3111.25 feet; thence run Southwesterly along said curve 311.74 feet through a central angle of 05°44'27" to the point of tangency; thence S.66°40'48"W. 498.25 feet to the point of curvature of a curve concave Northwesterly, having a radius of 710.00 feet; thence run Southwesterly along said curve 292.29 feet through a central angle of 23°35'14" to the point of tangency; thence N.89°43'59"W. 146.14 feet to the point of curvature of a curve concave Northeasterly, having a radius of 196.23 feet; thence run Northwesterly along said curve 114.67 feet through a central angle of 33°28'55" to the point of beginning. Containing 58.7808 acres, more or less.

CAYMAN CIRCLE

Description:

A strip of land 100 feet wide the centerline of which is described as follows: From the corner common to Section 25, Township 20 South, Range 27 East and Section 26, Township 20 South, Range 27 East, all in Orange County, Florida, run S.87°09'16"W. along the South line of said Section 26 a distance of 445.08 feet; thence N.02°50'44"W. 60.00 feet to the point of curvature of a curve concave Southeasterly, having a radius of 416.27 feet; thence run Northeasterly along said curve 211.34 feet through a central angle of 29°05'20" to the point of tangency; thence N.26°14'36"E. 135.08 feet to the point of beginning; thence S.47°49'40"E. 18.78 feet to the point of curvature of a curve concave Northcasterly, having a radius of 246.23 feet; thence run Southeasterly along said curve 180.09 feet through a central angle of 41°54'19" to the point of tangency; thence S.89°43'59"E. 146.14 feet to the point of curvature of a curve concave Northwesterly, having a radius of 760.00 feet; thence run Northcasterly along said curve 312.87 feet through a central angle of 23°35'14" to the point of tangency; thence N.66°40'48"E. 498.25 feet to the point of curvature of a curve concave Southeasterly, having a radius of 3061.25 feet; thence run Northeasterly along said curve 306.73 feet through a central angle of 5°44'27" to the point of tangency; thence N.72°25'15"E. 207.97 feet to the point of curvature of a curve concave Northwesterly, having a radius of 293.94 feet; thence run Northeasterly along said curve 373.28 feet through a central angle of 72°45'37" to the point of tangency; thence N.00°20'22"W. 316.47 feet to the point of curvature of a curve concave Easterly, having a radius of 1274.27 feet; thence run Northerly along said curve 425.99 feet through a central angle of 19°09'14" to the point of tangency; thence N.18°48'53"E. 97.64 feet to the point of curvature of a curve concave Northwesterly, having a radius of 328.01 feet; thence run Northcasterly along said curve 136.27 feet through a central angle of 23°47'54" to the point of tangency; thence N.04°59'01"W. 169.70 feet to the point of termination, thence returning to the point of beginning, run N.47°49'40"W. 257.91 feet to the point of curvature of a curve concave Southwesterly and having a radius of 779.61 feet; thence run Northwesterly along the arc of said curve 296.38 feet through a central angle of 21°46'54" to the point of compound curvature of a curve concave Southerly and having a radius of 200.00 feet; run thence Westerly along the arc of said curve

122.17 feet through a central angle of 35°00'00" to the point of reverse curvature of a curve concave Northerly, and having a radius of 97.50 feet; thence run Westerly along the arc of said curve 76.58 feet through a central angle of 45°00'00" to the point of tangency; thence run N.59°36'33"W. 184.73 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 699.22 feet; thence run Northwesterly along the arc of said curve 194.94 feet through a central angle of 15°58'27" to the point of compound curvature of a curve concave Southwesterly, and having a radius of 2470.11 feet; thence run Northwesterly along the arc of said curve 141.57 feet through a central angle of 03°17'02" to the point of tangency; thence run N.78°52'02"W. 288.40 feet to the point of curvature of a curve concave Northeasterly, and having a radius of 500.00 feet; thence run Northwesterly along the arc of said curve 634.69 feet through a central angle of 72°43'47" to the point of tangency; thence run N.06°08'16"W. 157.97 feet to the point of termination.

AND ALSO

A strip of land 10 feet wide, lying South of and adjacent to the following described line: From the corner common to Section 25, Township 20 South, Range 27 East and Section 26, Township 20 South, Range 27 East, all in Orange County, Florida, run S.87°09'16"W. along the South line of said Section 26 a distance of 445.08 feet; thence N.02°50'44"W. 60.00 feet to the point of curvature of a curve concave Southeasterly, having a radius of 416.27 feet; thence run Northeasterly along said curve 211.34 feet through a central angle of 29°05'20" to the point of tangency; thence N.26°14'36"E. 135.08 feet; thence run N.47°49'40"W. 257.91 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 779.61 feet; thence run Northwesterly along the arc of said curve 296.38 feet through a central angle of 21°46'54" to the point of compound curvature of a curve concave Southerly and having a radius of 200.00 feet; run thence Westerly along the arc of said curve 122.17 feet through a central angle of 35°00'00" to the point of reverse curvature of a curve concave Northerly, and having a radius of 97.50 feet; thence run Westerly along the arc of said curve 76.58 feet through a central angle of 45°00'00" to the point of tangency; thence run N.59°36'33"W. 184.73 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 699.22 feet; thence run Northwesterly along the arc of said curve 194.94 feet through a central angle of 15°58'27" to the point of compound curvature of a curve concave South-

westerly, and having a radius of 2470.11 feet; thence run Northwesterly along the arc of said curve 141.57 feet through a central angle of $03^{\circ}17'02''$ to the point of tangency; thence run $N.78^{\circ}52'02''W.$ 288.40 feet; thence run $S.11^{\circ}07'58''W.$ 50.00 feet to the point of beginning, said point being on a curve concave Northeasterly, and having a radius of 550.00 feet; thence from a tangent bearing of $N.78^{\circ}52'02''W.$, run Northwesterly along the arc of said curve 160.26 feet through a central angle of $16^{\circ}23'49''$ to the point of termination.

CAYMAN DRIVE SOUTH
ENTRANCE ROAD

A strip of land 120 feet wide, the centerline of which is described as follows: From the Southeast corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run $N.02^{\circ}58'42''W.$ along the East line of said Southeast 1/4 of Section 26, a distance of 90.00 feet to the North right-of-way line of Yothers Road, as recorded in O.R. Book 2658, Page 1319, Public Records of Orange County, Florida, thence run $S.87^{\circ}09'16''W.$ along said North right-of-way line 443.79 feet to the point of beginning, said point being on a curve concave Easterly and having a radius of 416.27 feet; thence from a tangent bearing of $N.01^{\circ}17'13''E.$ run Northerly along the arc of said curve 181.33 feet through a central angle of $24^{\circ}57'29''$ to the point of tangency; thence run $N.26^{\circ}14'36''E.$ 135.08 feet to the point of termination of this description.

SCHEDULE C

LEGAL DESCRIPTION OF PROJECT LANDS

Begin at a point on the West line of Section 25, Township 30 South, Range 27 East, Orange County, Florida, said point being 30.00 feet South of the Northwest corner of said Section 25; thence run North 85 degrees 44 minutes 53 seconds East, along the South line of the North 30.00 feet of the West half of said Section 25, 2645.959 feet to a point on the NorthSouth Quarter Section line, said point being 30.00 feet South of the North Quarter corner of said Section 25, thence run North 87 degrees 35 minutes 27 seconds East, along the South line of the North 30.00 feet of the East half of said Section 25; 1349.217 feet to a point on the East line of the West three Quarters of said Section 25; thence run South 02 degrees 46 minutes 51 seconds East, along the East line of the West three quarters of said Section 25, 5283.769 feet to a point 30.00 feet North of the South line of said Section 25; thence run South 86 degrees 50 minutes 37 seconds West, along the North line of the South 30.00 feet of said Section 25, 1322.303 feet to a point on the NorthSouth Quarter section line of said Section 25, said point being 30.00 feet North of the South Quarter corner of said Section 25; thence run South 86 degrees 50 minutes 37 seconds West along the North line of the South 30.00 feet of said Section 25, 2229.402 feet to a point 430.00 feet East of the West line of said Section 25; thence run North 02 degrees 58 minutes 42 seconds West, parallel to the West line of said Section 25, 95.00 feet; thence run South 86 degrees 50 minutes 37 seconds West, parallel to the South line of said Section 25, 430.00 feet to a point on the West line of said Section 25; thence run South 02 degrees 58 minutes 42 seconds East, along the West line of said Section 25, 95.00 feet to a point 30.00 feet North of the Southwest corner of said Section 25; thence run South 87 degrees 09 minutes 16 seconds West, along the North line of the South 30.00 feet of Section 26, Township 20 South, Range 27 East, 2629.027 feet to a point on the NorthSouth Quarter Section line of said Section 26, said point being 30.00 feet North of the South Quarter corner of said Section 26; thence run South 86 degrees 45 minutes 34 seconds West, along the North line of the South 30.00 feet of said Section 26, 16.523 feet to a point of intersection with the Northerly right of way of State Road 441, said point being on a curve concave Southwesterly and having a radius of 5359.65 feet and tangent bearing at said point of North 42 degrees 14 minutes 25 seconds West, thence run Northwesterly, along said curve and Northerly right of way, 588.174 feet through a central angle of 05 degrees 45 minutes 04 seconds to the Point of Tangency of said curve; thence run North 47 degrees 59 minutes 29 seconds West, continuing along said Northerly right of way, 850.808 feet to a point of intersection with the East line of the West 330.00 feet of the East half of the Southwest Quarter of said Section 26, thence run North 03 degrees 22 minutes 34 seconds West along said East line of the West 330.00 feet, 371.027 feet to a point 93.00 feet North of the North line of the Southeast Quarter of the Southwest Quarter of said Section 26; thence run North 97 degrees 07 minutes 09 seconds East, parallel to the North line of said Southeast Quarter of the Southwest Quarter 1003.524 feet to a point of intersection with the North-South Quarter section line of said Section 26, thence run North 03 degrees 27 minutes 28 seconds West, along the NorthSouth Quarter section line of said Section 26, 3300.103 feet to a point 699.00 feet South of the North Quarter corner of said Section 25, thence run North 89 degrees 49 minutes 16 seconds East, parallel to the North line of the East half of said Section 25, 738.00 feet, thence run North 03 degrees 27 minutes 28 seconds West parallel to the NorthSouth Quarter section line of said Section 26, 669.00 feet to a point 20.00 feet South of the North line of the East half of said Section 25, thence run North 99 degrees 49 minutes 16 seconds East, along the South line of the North 20.00 feet of the East half of said Section 26, 1894.646 feet to the Point of Beginning; AND ALSO a parcel of land lying in the Northwest Quarter of the Northeast Quarter of Section 15, Township 20 South, Range 27 East, Orange County, Florida, said parcel being more particularly described as follows: From the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section

35, Township 20 South, Range 27 East; thence run North 87 degrees 09 minutes 16 seconds East, along the North line of the Northeast Quarter of said Section 35, 7.536 feet to a point on the Northerly right of way line of State Road No. 441, said point being on a curve concave Southwesterly and having a radius of 5859.65 feet and a tangent bearing at said point of South 41 degrees 51 minutes 47 seconds East, thence run Southeasterly, along said curve and Northerly right of way line, 38.510 feet through a central angle of 00 degrees 22 minutes 36 seconds to a point, said point being on the Southerly right of way line of Yother Road and having a tangent bearing of South 41 degrees 29 minutes 12 seconds East, said point also being the Point of Beginning, thence run North 87 degrees 09 minutes 16 seconds East, along said Southerly right of way line of Yother Road, 160.332 feet to an intersection with the Northerly right of way line of Merrimac Drive, thence run South 48 degrees 51 minutes 14 seconds West along said Northerly right of way line of Merrimac Drive, 126.076 feet to a point, said point being on the Northerly right of way line of said State Road No. 441 and on a curve with a tangent bearing at said point of North 40 degrees 30 minutes 54 seconds West, thence run Northwesterly, along said curve and Northerly right of way line of said State Road No. 441, 99.373 feet through a central angle of 00 degrees 53 minutes 18 seconds to the POINT OF BEGINNING.

All of said lands lying and being in Orange County, Florida.

Schedule D

SPILLMAN DRIVE ENTRANCE ROAD

Description:

A strip of land 30 feet each side of the following described centerline: From the South 1/4 corner of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run along the West line of the Southwest 1/4 of said Section 26, N.03°27'28"W. 9.40 feet to a point on the North-easterly right-of-way line of State Road No. 441, said point being on a curve concave Southwesterly having a radius of 5859.65 feet; thence from a tangent bearing of N.41°58'54"W. run Northwesterly along said curve 10.51 feet through a central angle of 00°06'12" to the point of beginning of said centerline; thence run N.50°21'23"E. 207.47 feet to the point of curvature of a curve concave Southeasterly having a radius of 750.00 feet; thence run Northeasterly along said curve 141.66 feet through a central angle of 10°49'20" to the point of tangency; thence run N.61°10'43"E. 75.39 feet to the point of curvature of a curve concave Northwesterly having a radius of 750.00 feet; thence run Northeasterly along said curve 183.31 feet through a central angle 14°00'14" to a point of compound curvature of a curve concave Northwesterly having a radius of 175.00 feet; thence run Northeasterly along said curve 125.26 feet through a central angle of 41°00'44" to the point of tangency; thence run N.06°09'45"E. 32.82 feet to the point of curvature of a curve concave Westerly having a radius of 727.94 feet; thence run Northerly along said curve 99.84 feet through a central angle of 7°51'31" to a point of compound curvature of a curve concave Westerly having a radius of 1700.00 feet; thence run Northerly along said curve 379.88 feet through a central angle of 12°48'12" to a point of reverse curvature of a curve concave Northeasterly having a radius of 300.00 feet; thence run Northwesterly along said curve 51.97 feet through a central angle of 9°55'32" to the point of tangency; thence run N.04°34'26"W. 83.90 feet to the point of termination of aforesaid centerline, said point also being the point of beginning for the following described parcel: Thence run N.65°37'16"W. 49.03 feet to the point of curvature of a curve concave Southerly and having a radius of 25.00 feet; thence run Westerly along the arc of said curve 11.93 feet through a central angle of 27°21'08"; thence N.24°58'29"E. 67.92 feet; thence N.50°26'15"E. 98.69 feet to a point on a curve concave Northeasterly and having a radius of 550.00 feet; thence from a tangent bearing of S.34°20'48"E., run Southeasterly along the arc of said curve 100.14 feet through a central angle of 10°25'54"; thence S.50°26'15"W. 65.85 feet; thence S.01°26'07"W. 204.45 feet to a point on a curve concave Westerly and having a radius of 1730.00 feet; thence from a tangent bearing of N.12°49'16"W., run Northerly along the arc of said curve 50.68 feet through a central angle of 01°40'42" to the point of reverse curvature of a curve concave Easterly and having a radius of 270.00 feet; thence run Northerly along the arc of said curve 46.77 feet through a central angle of 09°55'32" to the point of tangency; thence run N.04°34'26"W. 67.30 feet; thence N.65°37'16"W. 34.28 feet to the point of beginning.

BY-LAWS
OF
ZELLWOOD STATION COMMUNITY ASSOCIATION, INC.

ARTICLE I

GENERAL PLAN OF OWNERSHIP

Section 1. Name. The name of the Corporation is ZELLWOOD STATION COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located in Orange County, Florida.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the mobile home development known as Zellwood Station, located in Orange County, Florida.

Section 3. Personal Application. All present and future Owners and their tenants, future tenants, guests and invitees that might use the facilities of the Properties in any manner, are subject to the regulations set forth in these By-Laws and in the Declaration of Covenants, Restrictions and Easements (the "Declaration" herein) recorded among the Public Records of Orange County, Florida, under Clerk's File No. and applicable to the Properties.

The mere acquisition or rental of any Lot in the Properties or the mere act of occupancy of any Unit in Key Colony signify that these By-Laws are accepted, ratified, and will be complied with.

Terms used herein shall have the meanings ascribed to them in the Declaration, unless the context indicates otherwise.

ARTICLE II

VOTING RIGHTS, MAJORITY OF QUORUM, QUORUM, PROXIES

Section 1. Voting Rights. The Association shall have two (2) classes of voting Membership, as follows:

Class A. Class A Members shall originally be all Owners, with the exception of Developer for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot owned. Developer shall become a Class A Member with respect to Lots owned by Developer upon conversion of Developer's Class B Membership as provided below.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Dwelling Unit owned by Developer which is subject to

assessment, plus three (3) votes per proposed lot (i.e., the difference between the 1,998 maximum lots permitted on the Project Lands and the actual number of lots which at the particular time are subject to assessment). The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A Membership equal the votes outstanding in the Class B Membership; or

(2) Thirty (30) days after Developer elects to terminate Class B Membership; or

(3) On December 31, 1988.

Section 2. Majority of Quorum. Unless otherwise expressly provided in these By-Laws or the Declaration, any action which may be taken by the Association may be taken by a majority of a quorum of the Members of the Association.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of at least fifty-one percent (51%) of the total Membership of the Association shall constitute a quorum of the Membership. Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease after completion of the meeting for which the proxy was filed, and upon conveyance by the Member of his Unit.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The Association shall have the responsibility of administering the Common Area, approving the annual budget, establishing and collecting all assessments and arranging for the management of the Common Area pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the Management Company.

Section 2. Place of Meetings of Members. Meetings of the Members shall be held at the Properties or such other suitable place as close thereto as practicable, in Orange County convenient to the Owners as may be designated by the Board of Directors.

Section 3. Annual Meetings of Members. The first annual meeting of Members shall be held on the date at the place and at the time, as determined by the Board of Direc-

tors, provided, however, that said meeting shall be held within sixteen (16) months after the closing on title to the first Lot on the Properties. Thereafter, the annual meetings of the Association shall be held on at the time, as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last preceding annual meeting. At each annual meeting there shall be elected by ballot of the Members a Board of Directors, in accordance with the requirements of Section 5 of Article IV of these By-Laws. At the first annual meeting, the directors shall be elected to serve until the second annual meeting, and at the second annual meeting, directors shall be elected for a term of one (1) year beginning with the second annual meeting. Unless a director resigns before the expiration of his term of office, each director shall hold his office until his successor has been elected and the first meeting involving such successor is held. The term of office of any director elected to fill a vacancy created by the resignation of his predecessor shall be the balance of the unserved term of his predecessor. The Members may also transact such other business of the Association as may properly come before them. Each First Mortgagee of a Lot on the Properties may designate a representative to attend all annual meetings of the Members.

Section 4. Special Meetings of Members. Special meetings of the Members may be called at any time by a majority of a quorum of the Board of Directors, or upon a petition signed by Members holding at least fifteen percent (15%) of the voting power of each class of the Members having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of those Members holding at least a majority of the voting power of the Association, either in person or by proxy. Each First Mortgagee of a Lot on the Properties may designate a representative to attend all special meetings of the Members.

Section 5. Notice of Meetings of Members. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of Members, stating the purpose thereof as well as the day, hour and place where it is to be held, to each Owner of record and to each First Mortgagee of a Lot which has filed a written request for notice with the Secretary, at least ten (10) but not more than sixty (60) days prior to such meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The mailing of a notice, postage prepaid, in the manner provided in this Section, shall be considered notice served, after said notice has been deposited in a regular depository of the United States mail. If no address has been furnished the Secretary, notice shall be deemed to have been given to a Member if posted in a conspicuous place on the Properties.

Section 6. Adjourned Meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or

by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence in person or by proxy of the Members holding at least twenty-five percent (25%) of the voting power of the Association. Such adjourned meetings may be held without notice thereof as provided in this Article III, except that notice shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

Section 7. Order of Business. The order of business at all meetings of the Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of inspector of election; (g) election of directors; (h) unfinished business; and (i) new business. Meetings of Members shall be conducted by the officers of the Association, in order of their priority.

Section 8. Action Without Meeting. Any action, which under the provisions of Florida law may be taken at a meeting of the Members, may be taken without a meeting if authorized by a writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.

Section 9. Consent of Absentees. The transactions of any meeting of Members, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the Members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualification. The property, business and affairs of the Association shall be governed and managed by a Board of Directors composed of three (3) persons, each of whom, except for those appointed and serving as first directors, must either be an Owner of a Lot or

an representative of Developer. The Board or Directors may increase, by resolution, the authorized number of members of the Board, provided that the Owners shall have the sole right to elect the new Board Members. Directors shall not receive any stated salary for their services as directors; provided, however, that (1) nothing herein contained shall be construed to preclude any director from serving the Association in some other capacity and receiving compensation therefor, and (2) any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 2. Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done exclusively by the Owners.

Section 3. Special Powers and Duties. Without prejudice to such foregoing general powers and duties and such powers and duties as are set forth in the Declaration, the Board of Directors is vested with, and responsible for, the following powers and duties:

(a) To select, appoint, and remove all officers, agents, and employees of the Association, to prescribe such powers and duties for them as may be consistent with law, with the Articles of Incorporation, the Declaration and these By-Laws; to fix their compensation and to require from them security for faithful service when deemed advisable by the Board.

(b) To conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations therefor consistent with law, with the Articles of Incorporation, the Declaration and these By-Laws, as the Board may deem necessary or advisable.

(c) To change the principal office for the transaction of the business of the Association from one located to another within the County of Orange, as provided in Article I hereof; to designate any place within said County for the holding of any annual or special meeting or meetings of Members consistent with the provisions of Article III, Section 2 hereof; and to adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment, may deem best, provided that such seal shall at all times comply with the provisions of law.

(d) To borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

(e) To fix and levy from time to time Common Assessments, Special Assessments, and Reconstruction Assessments upon the Owners, as provided in the Declaration; to fix and levy from time to time in any

fiscal year Capital Improvement Assessments applicable to that year only for capital improvements; to determine and fix the due date for the payment of such assessments, and the date upon which the same shall become delinquent; provided, however, that such assessments shall be fixed and levied only to provide for the payment of the expenses of the Association and of taxes and assessments upon real or personal property owned, leased, controlled or occupied by the Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Association for the general benefit and welfare of its Members, in accordance with the provisions of the Declaration. The Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves for replacements as it shall deem to be necessary or advisable in the interest of the Association or welfare of its Members. The funds collected by the Board of Directors from the Owners, attributable for replacement reserves, for maintenance, recurring less frequently than annually, and for capital improvements, shall at all times be held in trust for the Owners and shall not be commingled with other assessments collected from the Owners. Disbursements from such trust reserve fund shall be made only in accordance with the provisions of the Declaration. Such Common Assessments, Reconstruction Assessments, Special Assessments and Capital Improvement Assessments shall be fixed in accordance with the provisions of the Declaration. Should any Owner fail to pay such Assessments before delinquency, the Board of Directors in its discretion is authorized to enforce the payment of such delinquent assessments as provided in the Declaration.

(f) To enforce the provisions of the Declaration covering the Properties, these By-Laws or other agreements of the Association.

(g) To contract for and pay fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, liquor liability and other insurance, insuring the Owners, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, covering and protecting against such damages or injuries as the Board deems advisable, which may include without limitation, medical expenses of persons injured on the Common Area, and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Association.

(h) To contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Area and to employ personnel

necessary for the operation of the Common Area, including legal and accounting services, and to contract for and pay for improvements to Common Properties. In case of damage by fire or other casualty to the Common Area, if insurance proceeds exceed Twenty-Five Thousand Dollars (\$25,000), or the cost of repairing or rebuilding exceeds available insurance proceeds by more than Five Thousand Dollars (\$5,000.00), then the Board of Directors shall obtain firm bids from two or more responsible contractors to rebuild any portions of the Common Properties, in accordance with the original plans and specifications with respect thereto, and shall, as soon as possible thereafter, call a special meeting of the Members to consider such bids.

(i) To delegate its powers according to law, and subject to the approval of the Members, to adopt these By-Laws.

(j) To grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Properties.

(k) To fix, determine and name from time to time, if necessary or advisable, the public agency, fund, foundation or corporation which is then or there organized or operated for charitable purposes, to which the assets of this Association shall be distributed upon liquidation or dissolution, according to the Articles of Incorporation of the Association. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Association, and after distribution of all property held or acquired by the Association under the terms of a specific trust or trusts.

(l) To adopt such Rules and Regulations as the Board may deem necessary for the management of the Common Area, which Rules and Regulations shall become effective and binding after (1) they are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of such number of directors attached to a copy of the Rules and Regulations of the Association, and (2) they are posted in a conspicuous place in the Common Area. For so long as Developer controls the Board of Directors of the Association, such Rules and Regulations shall not materially adversely affect the rights, privileges or preferences of any Owner as established by the Declaration, the Articles of Incorporation of the Association and these By-Laws without the prior written approval of said Owners. Such Rules and Regulations may concern, without limitation, use of the Common Area; signs, parking restrictions, minimum standards of property maintenance consistent with the Declaration and the procedures of the Architectural Committee; and any other matter within the jurisdiction of the Association as provided in the Declaration; provided, however, that such Rules and Regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles of Incorporation and these By-Laws.

Section 4. Management Agent. The Board of Directors shall have the power to select a managing agent to manage the Common Area and the affairs of the Association, who shall perform such duties and services as the Board shall authorize.

Section 5. Election and Term of Office. At the first annual meeting of the Association, and thereafter at each annual meeting of the Members, directors shall be elected by secret written ballot by a plurality of Members as provided in these By-Laws, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. In the event that an annual meeting is not held, or the Board is not elected thereat, the Board may be elected at a special meeting of the Members held for that purpose. Each director shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication may be re-elected, and there shall be no limitation on the number of terms during which he may serve.

Section 6. Books, Audit. The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals shall obtain an independent audit of such books and records. A copy of each such audit shall be delivered to a Member within thirty (30) days after the completion of such audit upon written request from a Member.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the Members of the Association, or at a special meeting of the Members called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any director, or in case the Members fail to elect the full number of authorized directors at any meeting at which such election is to take place.

Section 8. Removal of Directors. At any regular or special meeting of the Members duly called, any one or more of the directors may be removed with or without cause by a majority vote of the Members of the Association, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If any or all of the directors are so removed, new directors may be elected at the same meeting.

Section 9. Organization Meeting. The first regular ("organization") meeting of a newly elected Board of Directors shall be held within ten (10) days of election of the Board, at such place as shall be fixed and announced by the directors at the meeting at which such directors were

-lected, for the purpose of organization, election of officers and the transaction of other business. No notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 10. Other Regular Meetings. Other regular meetings of the Board of Directors shall be open to the Members and may be held at such time and place within the Properties as shall be determined, from time to time, by a resolution adopted by a majority of a quorum of the directors; provided, however, that such meeting shall be held no less frequently than quarterly. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least seventy-two (72) hours prior to the date named for such meeting, and shall be posted at a prominent place or places within the Common Properties.

Section 11. Special Meetings. Special meetings of the Board of Directors shall be open to all Members and may be called by the President (or, if he is absent or refuses to act, by the Vice President) or by any two (2) directors. At least seventy-two (72) hours notice shall be given to each director, personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and the purpose of the meeting, and shall be posted at a prominent place or places within the Common Area. If served by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Association, and shall be deemed given, if not actually received earlier, at 5:00 o'clock p.m. on the second day after it is deposited in a regular depository of the United States mail as provided herein. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such director, as required by law and as provided herein.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Association or made a part of the minutes of the meeting.

Section 13. Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board of Directors, a majority of the directors shall constitute a

quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 15. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 16. Committees. The Board of Directors by resolution, may from time to time designate such committees as it shall desire, and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its members, as well as a chairman, shall state the purposes of the committee, and shall provide for reports, termination, and other administrative matters as deemed appropriate by the Board.

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. Officers other than the President need not be directors. The office of Secretary and Treasurer may be held by the same person, but the office of President and Secretary may not be held by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the Organization Meeting of each new Board of Directors, and each officer shall hold his office at the pleasure of the Board of Directors, until he shall resign or be removed or otherwise disqualified to serve or his successor shall be elected and qualified to serve.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the entire Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of

Directors, or at any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary of the Association. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board shall not be necessary to make it effective.

Section 4. Compensation. Officers, agents, and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board. Appointment of any officer, agent, or employee shall not of itself create contractual rights of compensation for services performed by such officer, agent, or employee, provided that no officer, employee or director of Declarant or any affiliate of Declarant may receive any compensation.

Section 5. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including but not limited to the power, subject to the provisions of Article IV, Section 16, to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business of the Association. The President shall be ex officio a member of all standing committees, and he shall have such other powers and duties as may be prescribed by the Board of Directors or these By-Laws of the Association.

Section 6. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent, disabled, refuses or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or these By-Laws of the Association.

Section 7. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association at the principal office of the Association or at such other place as the Board of Directors may order. The Secretary shall keep the seal of the Association in safe custody and shall have charge of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Members of the Association and of the Board of Directors required by these By-Laws or by law to be given. The Secretary shall maintain a book of record Owners, listing the names and addresses of the Owners as furnished the Association, and such books shall be changed only at such time as satisfactory evidence of a change in ownership of a Lot is presented to the Secretary. The

Secretary shall perform such other duties as may be prescribed by the Board of Directors.

Section 8. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records and business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall co-sign all checks and promissory notes on behalf of the Association. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, in accordance with the Declaration, shall render to the President and directors, upon request, an account of all of his transactions as Treasurer and of the financial conditions of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these By-Laws.

ARTICLE VI

OBLIGATIONS OF OWNERS

Section 1. Assessments.

(a) All Owners are obligated to pay, in accordance with the provisions of the Declaration, all assessments imposed by the Association, to meet all expenses of the Association. Except as otherwise provided in the Declaration with respect to the collection of Special Assessments, the assessments shall be made equally among the Lots subject to assessment under the Declaration.

(b) All delinquent assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.

Section 2. Maintenance and Repair.

(a) As further provided in the Declaration, all plans for alterations and repair of Improvements to the Common Area must receive the prior written consent of the Architectural Committee. The Architectural Committee shall establish reasonable procedures for the granting of such approval, in accordance with the Declaration.

(b) As further provided in the Declaration, each Member shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Common Area owned by the Association, which are damaged through the fault of such Member. Such expenditures shall include all court costs and reasonable attorneys' fees incurred in enforcing any provision of these By-Laws or the Declaration

ARTICLE VII

AMENDMENTS TO BY-LAWS

These By-Laws and the Declaration may be amended by the Association in a duly constituted meeting of the Members for such purpose. No amendment to these By-Laws shall take effect unless approved by the Class B Member (so long as Class B Membership exists) and at least a majority of a quorum of Class A Members present, in person or by proxy, at a duly constituted regular or special meeting of the Members. No amendment may be adopted which adversely affects the rights of and institutional holder of a first Mortgage of record made in good faith and for value on a Lot without the prior written consent of such mortgagee, and this sentence may not be amended without such prior written approval. The term "institutional holder" as used herein shall mean a Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state agency.

ARTICLE VIII

MORTGAGES

Section 1. Notice to Association. An Owner who mortgages his Lot shall notify the Association through the Management Company or the Secretary of the Board of Directors in the event there is no Management Company, the name and address of his Mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Lots. Any such Owner shall likewise notify the Association as to the release or discharge of any such Mortgage.

Section 2. Notice of Unpaid Assessments. The Board of Directors of the Association shall at the request of a Mortgagee of a Lot report any unpaid assessments due from the Owner of such Dwelling Unit, in accordance with the provisions of the Declaration.

ARTICLE IX

MEANING OF TERMS

All terms appearing herein initially capitalized shall have the same meanings as are applied to such terms in the Declaration, which terms include without limitation: "Developer", "Project Lands", "Common Area", "Management Company", "Owner", "Board", "Architectural Committee", "Improvement", "Lot", "Articles", "Member", "Mortgage", "Mortgagee", "Common Assessments", "Special Assessments", "Capital Improvement Assessments" and "Reconstruction Assessments".

ARTICLE X

CONFLICTING PROVISIONS

In case any of these By-Laws conflict with any provisions of the laws of the State of Florida, such conflicting By-Laws shall be null and void upon final court determination to such effect, but all other By-Laws shall remain in full force and effect. In case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XI

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Except to the extent that such liability or damage or injury is covered by insurance proceeds, the Board of Directors may authorize the Association to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against, a present or former director, officer, committee or tribunal member, or employee of the Association in an action brought by a third party against such person, whether or not the Association is joined as a party defendant, to impose a liability or penalty on such person for an act alleged to have been committed by such person while a director, officer, committee or tribunal member, or employee; provided, the Board of Directors determines in good faith that such director, officer, or employee was acting in good faith within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interests of the Association or its Members. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. The provisions of this Section shall apply to the estate, executor, administrator, heirs, legatees, or devisees of a director, officer, committee member, or employee, and the term "person" where used in the foregoing Section shall include the estate, executor, administrator, heirs, legatees, or devisees of such person.

ARTICLE XII

MISCELLANEOUS

Section 1. Execution of Documents. The Board of Directors, except as in these By-Laws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent, committee member, or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 1. Inspection of By-Laws. The Association shall keep in its office for the transaction of business the original or a copy of these By-Laws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Owners and all First Mortgagees at all reasonable times during office hours.

Section 2. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors and having been so determined, is subject to change from time to time as the Board of Directors shall determine.

Section 4. Membership Book. The Association shall keep and maintain in its office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Dwelling Unit by an Owner shall be recorded in the book, together with the date on which such ownership was transferred, in accordance with the provisions of the Declaration.

ARTICLE XIII

NOTICE AND HEARING PROCEDURE

Section 1. Suspension of Privileges. In the event of an alleged violation of the Declaration, these By-Laws or the Rules and Regulations of the Common Area adopted hereunder, and after written notice of such alleged failure is given to the Owner or to anyone in his family alleged to be in default in the manner herein provided, the Board of Directors shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing as hereinafter provided, and upon an affirmative vote of a majority of all members of the Board to suspend or condition said Owner's and his family's right to the use of the Common Area (except for the portions thereof which are necessary as a means of ingress and egress). Any such suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction, but in the case of a continuing infraction (including nonpayment of any assessment after the same becomes delinquent) may be imposed for so long as the violation continues. The failure of the Board to enforce the Rules and Regulations of the Common Area, these By-Laws or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these By-Laws or by law shall be cumulative and none shall be exclusive. However, any individual Owner must exhaust all available internal remedies of the Association prescribed by these By-Laws, or by the Rules and Regulations adopted by the Association, before that Owner may resort to a court of law for relief with respect to any alleged violation by another Owner for any provision of the Declaration, these By-Laws or the Rules and Regulations. The foregoing limitation pertaining to exhausting administrative remedies shall not necessarily apply to the Board or to any Member where the complaint alleges non-payment of Common Assessments, Capital Improvement Assessments or Reconstruction Assessments.

Section 2. Written Complaint. A hearing to determine whether a right or privilege of an Owner or any of his family ("respondent") under the Declaration or these By-Laws should be suspended or conditioned, shall be initiated by the filing of a written Complaint by any Owner or by any officer or member of the Board of Directors with the President of the Association or other presiding member of the Board. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, to the end that the respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of the Declaration, these By-Laws or the Rules and Regulations of the Properties which the respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

Section 3. Service of Complaint. Upon the filing of the Complaint, the President shall serve a copy thereof on the respondent by any of the following means: Service shall be (1) given personally, (2) sent by registered or certified mail, return receipt requested, and addressed to respondent, at the address appearing on the books of the Association; or (3) posted at the dwelling of said Owner and in a conspicuous place on the Common Area and in the office of the Association. Service by mailing or posting shall be deemed delivered and effective two (2) days after such posting and mailing in a regular depository of the United States mail. The Complaint shall be accompanied with a postcard or other written form entitled "Notice of Defense" which, when signed by the respondent, or on behalf of respondent will constitute a notice of defense hereunder. The copy of the Complaint shall be accompanied by: (1) a Statement that the respondent may request a hearing before a Tribunal, in a form substantially as provided in Article XIII, Section 4, and (2) a copy of Article XIII of these By-Laws. No order adversely affecting the rights of the respondent shall be made in any case, unless the respondent shall have been served as provided herein.

Section 4. Statement to Respondent. The Statement accompanying the Complaint to the respondent shall be substantially in the following form:

"Unless a written request for a hearing signed by or on behalf of the person named as respondent in the accompanying Complaint is delivered or mailed to the Board of Directors within fifteen (15) days after the Complaint was served upon you, the Board of Directors may proceed upon the Complaint without a hearing, and you will have thus waived your right to a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled Notice of Defense to the Board of Directors at the following address:

You may, but need not, be represented by counsel at any or all stages of these proceedings. If you desire the names and address of witnesses or an

opportunity to inspect any relevant writings or items on file in connection with this matter in the possession, custody or control of the Board of Directors, you may contact _____."

Section 5. Notice of Defense. The Notice of Defense shall state the respondent may:

(1) Request a hearing before a Tribunal as hereinafter provided;

(2) Object to a Complaint upon the ground that it does not state acts or omissions upon which the Board of Directors may proceed;

(3) Object to the form of the Complaint on the ground that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare his defense; or

(4) Admit to the Complaint in whole or in part.

The respondent shall be entitled to a hearing on the merits of the matter if the Notice of Defense is timely filed with the Board of Directors. The respondent may file a separate statement by way of mitigation, even if he does not file a Notice of Defense. Any objections to the form or substance of the Complaint shall be considered by the Tribunal within ten (10) days of their receipt. The Tribunal shall make its determination and notify all parties within said ten (10) day period. If the Complaint is insufficient, the complaining party shall have seven (7) days within which to amend the Complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any Amended or Supplemental Complaint. If it is determined by the Tribunal that the Complaint is still insufficient, then the matter shall be dismissed by the Tribunal.

Section 6. Amended or Supplemental Complaint before Submission to Tribunal. At any time before the matter is submitted to the Tribunal for its findings of fact and recommendations, the Board may file or permit the filing of an Amended or Supplemental Complaint. All parties shall be notified thereof in the manner herein provided. If the Amended or Supplemental Complaint presents new charges, the Board of Directors shall afford the respondent a reasonable opportunity to prepare his defense thereto. All new charges shall be deemed controverted, and any objections to the Amended or Supplemental complaint may be made orally and shall be noted in the record of proceedings.

Section 7. Discovery. After initiation of a proceeding in which the respondent is entitled to a hearing on the merits, the respondent and the individual filing the Complaint or Supplemental Complaint, upon written request made to the other party, prior to the hearing and within fifteen (15) days after service by the Board of Directors of the Complaint or within ten (10) days after service of any Amended or Supplemental Complaint, is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party and (2) inspect and make a copy of any

statements, writings and investigative reports, relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming his request for discovery has not been complied with shall submit a petition to compel discovery with the Tribunal appointed by the President. The Tribunal shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

Section 8. Tribunal. The President shall appoint a Tribunal of three Owners upon receipt of a written Complaint as provided in Section 2 of this Article. No member of the Tribunal shall be a director of the Association, nor shall any member of the Tribunal be involved in any prior investigation of the matter on behalf of the Board nor related by blood or marriage to either the complaining party or the respondent. In appointing the members of the Tribunal, the President should make a good faith effort to avoid appointing next-door neighbors of the respondent or any Owners who are witnesses to the alleged violation giving rise to the Complaint. The decision of the President shall be final, except that the respondent may challenge any member of the Tribunal for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence of the hearing. In the event of such a challenge, the Board of Directors shall meet to determine the sufficiency of the challenge, without the President voting. If such challenge is sustained, the President shall appoint another Owner to replace the challenged member of the Tribunal. All decisions of the Board of Directors in this regard shall be final. The Tribunal shall elect a Chairman, appoint a hearing officer who shall be legally trained, and appoint a Recorder to present evidence and to ensure that a proper record of all proceedings is maintained by the qualified reporter. The Chairman shall preside at the hearing, but the hearing officer shall rule on the admission and exclusion of evidence and advise the agency on matters of law. The Tribunal shall exercise all other powers relating to the conduct of the hearing.

Section 9. Notice of Hearing. The Tribunal shall serve a notice of hearing, as provided herein, on all parties at least ten (10) days prior to the hearing, if such hearing is requested by the respondent. The hearing shall be held no sooner than thirty (30) days after the service of the Complaint as provided in Section 3 of this Article XIII. The notice to the respondent shall be substantially in the following form but may include other information:

"You are hereby notified that a hearing will be held before a Tribunal appointed by the President of the Association at _____ on the _____ day of _____, 19____, the hour of _____, upon the charges made in the Complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may present any relevant evidence, and will be given full opportunity to cross-examine all witnesses testifying

against you. You are entitled to compel the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors of the Association."

Section 10. Depositions and Written Interrogatories.
On verified petition of any party, the Board of Directors, upon recommendation by the Tribunal, may order that the testimony of any material witness residing within the Properties be taken by deposition in the manner prescribed by law for depositions and written interrogatories in civil actions. The petition shall set forth the nature of the pending proceeding, the name and address of the witness whose testimony is desired, a showing the materiality of his testimony, a showing that the witness will be unable to attend, and shall request an order requiring the witness to appear and testify before the Secretary of the Association.

Section 11. Affidavits.

(a) At any time ten (10) or more days prior to a hearing or a continued hearing, any party may mail or deliver to the opposing party a copy of any affidavit which he proposes to introduce in evidence, together with a notice as provided in subdivision (b). Unless the opposing party, within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine an affiant, his right to cross-examine such affiant is waived and the affidavit if introduced in evidence shall be given the same effect as if the affiant had testified orally. If an opportunity to cross-examine an affiant is not afforded after request therefor is made as herein provided, the affidavit may be introduced in evidence, but shall be given only the same effect as other hearsay evidence.

(b) The notice referred to in subdivision (a) shall be substantially in the following form:

"The accompanying affidavit of _____ will be introduced as evidence at the hearing in the matter of _____ before a Tribunal of the Association. _____ will not be called to testify orally and you will not be entitled to question him unless you notify _____ at _____ that you wish to cross-examine him. To be effective, your request must be mailed or delivered to _____ on or before _____, 19__."

Section 12. Hearing.

(a) Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining members shall continue to hear the case and the hearing officer shall replace the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by an officer of

the Association. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal.

(b) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If respondent does not testify in his own behalf he may be called and examined as if under cross-examination.

(c) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

(d) Neither the accusing Owner nor the allegedly defaulting Owner must be in attendance at the hearing. The hearing shall be open to attendance by all Owners. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, these By-Laws, the Rules and Regulations of the Common Area, or the workings of the Association. Parties present at the hearing shall be informed of the matters to be noticed by the Tribunal, and these matters shall be made a part of the record of proceedings. The Tribunal may grant continuances on a showing of good cause.

Section 13. Decision. The hearing officer who was in attendance at the hearing, if any, shall assist and advise the Tribunal in making its decision. If the respondent fails to file a Notice of Defense as provided in Section 5 of this Article XIII, or fails to appear at a hearing, the Tribunal may take action based on the evidence presented to it without notice to the respondent. However, the respondent may make any showing by way of mitigation. The Tribunal will prepare written findings of fact and recommendations for consideration by the Board of Directors. The Tribunal shall make its determination, only in accordance with the evidence presented to it and in accordance with these By-Laws. After all testimony and documentary evidence has been presented to the Tribunal Committee, the Tribunal Committee shall vote by secret written ballot upon the matter, with a majority of the entire Tribunal Committee controlling. A copy of the findings and recommendations of the Tribunal shall be posted by the Board of Directors at a

conspicuous place on the Common Area, and a copy shall be served by the President on each party in the matter and his attorney, if any. Disciplinary action under the Declaration, these By-Laws or the Rules and Regulations of the Properties shall be imposed only by the Board of Directors, and in accordance with the findings and recommendations of the Tribunal. The Board of Directors may adopt the recommendations of the Tribunal in their entirety, or the Board may reduce the proposed penalty and adopt the balance of the recommendations. In no event shall the Board impose more stringent disciplinary action than recommended by the Tribunal. The decision of the Board shall be in writing and shall be served and posted in the same manner as the findings and recommendations of the Tribunal. The decision of the Board shall become effective ten (10) days after it is served upon the respondent, unless otherwise ordered in writing by the Board of Directors. The Board may order a reconsideration at any time within fifteen (15) days following service of its decision on the parties, on its own motion on petition by party.

WE HEREBY CERTIFY THAT the foregoing By-Laws of the Association were duly adopted by the Board of Directors of the Association in a meeting held for such purpose on the 26th day of July, 1979.

Henry A. Thullen
President

Sam W. Tol
Secretary

1441433

Oct 5 3 22 PM '79

3055 N 530

DECLARATION
OF CONDOMINIUM
FOR
BANBURY VILLAGE CONDOMINIUM

CAYMAN DEVELOPMENT CORPORATION, a Florida corporation (hereinafter called the "Developer") does hereby declare as follows:

1. Introduction and Submission.

1.1 The Land. The Developer owns the fee title to certain land located in Orange County, Florida, as more particularly described in Exhibit "1" annexed hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed intended for use in connection therewith (exclusive of pipes, conduits lines, cables, wires, equipment, apparatus and all other personal property forming part of the water and sewage system and master television antenna system serving the condominium property), to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date of the recording of this Declaration.

1.3 Name. The name by which this condominium is to be identified is BANBURY VILLAGE CONDOMINIUM, (hereinafter called the "Condominium").

2. Definitions. The following terms when used in this Declaration and in its exhibits, and as they may hereafter be amended, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 The "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.

2.2 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Unit Owner.

2.3 "Association" means BANBURY VILLAGE ASSOCIATION, INC., a not for profit Florida corporation, the entity responsible for the operation of the Condominium.

2.4 "Architectural Committee" means the Committee to be established in accordance with the provisions of the Overall Declaration.

2.5 "By-Laws" mean the By-Laws of the Association.

2.6 "Common elements" shall mean and include:

(a) The portions of the condominium property which are not included within the Units.

PLEASE RETURN TO
WINDENWEGE, HAINES, WARD & WOODMAN, P.A.
P. O. BOX 140
WINTER PARK, FLA. 32789

EXHIBIT "20"

all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. A Unit Owner making or causing to be made any structural additions, alterations or improvements agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom.

10. Changes in Developer-Owned Units. Developer shall have the right, without the vote or consent of the Association to change the number of Developer-owned Units by subdividing one or more Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise; and reapportion among the Developer-owned Units affected by such change in size or number pursuant to the preceding clause, their appurtenant interest in the common elements and share of the common expenses; provided, however, that the percentage interest in the common elements of any Units (other than Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction. The provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

11. Operation of the Condominium by the Association: Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (respectively, Exhibits "3" and "4" annexed hereto) as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including without limitation:
 - (a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to any other Unit or Units, or to determine and enforce compliance with the terms and provisions of this Declaration, the Exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time.
 - (b) The power to make and collect assessments and other charges against Unit Owners and to lease, maintain, repair and replace the common elements.
 - (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.
 - (d) The power to enter into contracts with others, for a valuable consideration, for maintenance and management of the condominium property and in connection therewith to delegate the powers and rights herein contained, including, without limitation, the making and collecting of assessments and other charges against Unit Owners, and

perfecting liens for non-payment thereof. In exercising this power, the Association may contact with affiliates of the Developer.

- (e) Subsequent to the recording of this Declaration, the Association, when authorized by the majority of the total votes of the members of the Association and approved by the First Mortgagee which owns at that time unit mortgages securing a greater aggregate indebtedness (but not less than 10% of the total aggregate indebtedness of all Units) than is owed to any other First Mortgagee, shall have the power to acquire and enter into agreements for the acquisition of leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the condominium property, intended to provide for the use or benefit of the Unit Owners. The expense of ownership, rental, membership fees, operations, replacements, and other undertakings in connection therewith shall be common expenses.
- (f) The powers to adopt and amend rules and regulations covering the details of the operation and use of the condominium property.

In the event of conflict between the powers and duties of the Association as set forth in the Overall Declaration, the Declaration, Articles of Incorporation and By-Laws, the Overall Declaration shall take precedence over the Declaration; the Declaration over the Articles of Incorporation and By-Laws, and the Articles of Incorporation over the By-Laws.

11.1 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property.

11.2 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.

11.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that Owner if in an Association meeting, unless the joinder of record Owners is specifically required by this Declaration.

12. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of assessments payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration, the Articles and the By-Laws of the Association. The Board of Directors shall

1430049

SEP 7 4 06 PM '79

11-3046 327

DECLARATION OF CONDOMINIUM
FOR
CITRUS RIDGE VILLAGE CONDOMINIUM
LD 4/11/79

CAYMAN DEVELOPMENT CORPORATION, a Florida corporation (hereinafter called the "Developer") does hereby declare as follows:

1. Introduction and Submission.

1.1 The Land. The Developer owns the fee title to certain land located in Orange County, Florida, as more particularly described in Exhibit "1" annexed hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed intended for use in connection therewith (exclusive of pipes, conduits lines, cables, wires, equipment, apparatus and all other personal property forming part of the water and sewage system and master television antenna system serving the condominium property), to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date of the recording of this Declaration.

1.3 Name. The name by which this condominium is to be designated is CITRUS RIDGE VILLAGE CONDOMINIUM, (hereinafter called the "Condominium").

2. Definitions. The following terms when used in this Declaration and in its exhibits, and as they may hereafter be amended, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 The "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.

2.2 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Unit Owner.

2.3 "Association" means CITRUS RIDGE VILLAGE ASSOCIATION, INC., a not for profit Florida corporation, the entity responsible for the operation of the Condominium.

2.4 "Architectural Committee" means the Committee to be established in accordance with the provisions of the Overall Declaration.

2.5 "By-Laws" mean the By-Laws of the Association.

2.6 "Common elements" shall mean and include:

- (a) The portions of the condominium property which are not included within the Units.
- (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the common elements.
- (c) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the common elements.

THIS INSTRUMENT WAS RECORDED AT THE
PAUL F. BRY II
ATTORNEY AT LAW
P. O. BOX 223
WINTER PARK, FLA. 32780

sible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (respectively, Exhibits "3" and "4" annexed hereto) as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to any other Unit or Units, or to determine and enforce compliance with the terms and provisions of this Declaration, the Exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time.
- (b) The power to make and collect assessments and other charges against Unit Owners and to lease, maintain, repair and replace the common elements.
- (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.
- (d) The power to enter into contracts with others, for a valuable consideration, for maintenance and management of the condominium property and in connection therewith to delegate the powers and rights herein contained, including, without limitation, the making and collecting of assessments and other charges against Unit Owners, and perfecting liens for non-payment thereof. In exercising this power, the Association may contact with affiliates of the Developer.
- (e) Subsequent to the recording of this Declaration, the Association, when authorized by the majority of the total votes of the members of the Association and approved by the First Mortgagee which owns at that time unit mortgages securing a greater aggregate indebtedness (but not less than 10% of the total aggregate indebtedness of all Units) than is owed to any other First Mortgagee, shall have the power to acquire and enter into agreements for the acquisition of leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the condominium property, intended to provide for the use or benefit of the Unit Owners. The expense of ownership, rental, membership fees, operations, replacements, and other undertakings in connection therewith shall be common expenses.
- (f) The powers to adopt and amend rules and regulations covering the details of the operation and use of the condominium property.

In the event of conflict between the powers and duties of

the Association as set forth in the Overall Declaration, the Declaration, Articles of Incorporation and By-Laws, the Overall Declaration shall take precedence over the Declaration; the Declaration over the Articles of Incorporation and By-Laws, and the Articles of Incorporation over the By-Laws.

11.1 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property.

11.2 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any tanner except as an appurtenance to the Unit.

11.3 Approval or Disapproval of Matters: Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that Owner if in an Association meeting, unless the joinder of record Owners is specifically required by this Declaration.

12. Determination of Common Expenses and Fixing of Assessments Inferred. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of assessments payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration, the Articles and the By-Laws of the Association. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the assessment payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The common expenses shall include the expenses of the operation, maintenance, repair and replacement of the common elements, costs of carrying out the powers and duties of the Association and any other expenses designated as common expenses by the Act, this Declaration, the Articles or By-Laws of th Association.

13. Collection of Assessments.

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by the abandonment of the Unit against which the assessments are made.

DECLARATION
OF CONDOMINIUM
FOR

OAK GROVE VILLAGE CONDOMINIUM

157
10/10/79
jch
1415710
Aug 2 10 53 AM '79

3034 1441

CAYMAN DEVELOPMENT CORPORATION, a Florida corporation (hereinafter called the "Developer") does hereby declare as follows:

1. Introduction and Submission.

1.1 The Land. The Developer owns the fee title to certain land located in Orange County, Florida, as more particularly described in Exhibit "1" annexed hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed intended for use in connection therewith (exclusive of pipes, conduits lines, cables, wires, equipment, apparatus and all other personal property forming part of the water and sewage system and master television antenna system serving the condominium property), to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date of the recording of this Declaration.

1.3 Name. The name by which this condominium is to be identified is OAK GROVE VILLAGE CONDOMINIUM, (hereinafter called the "Condominium").

2. Definitions. The following terms when used in this Declaration and in its exhibits, and as they may hereafter be amended, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 The "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.

2.2 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Unit Owner.

2.3 "Association" means OAK GROVE VILLAGE CONDOMINIUM ASSOCIATION, INC., a not for profit Florida corporation, the entity responsible for the operation of the Condominium.

2.4 "Architectural Committee" means the Committee to be established in accordance with the provisions of the Overall Declaration.

Instrument was prepared by:

Paul S. Bryan
1000 N. Mills, Maitree, Jedd & Woolman, L.P.
Box 201 - Winter Park, Florida 32791

EXHIBIT "18"

debtedness of all Units) than is owed to any other First Mortgagee, shall have the power to acquire and enter into agreements for the acquisition of leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the condominium property, intended to provide for the use or benefit of the Unit Owners. The expense of ownership, rental, membership fees, operations, replacements, and other undertakings in connection therewith shall be ~~common~~ expenses.

- (f) The powers to adopt and amend rules and regulations covering the details of the operation and use of the condominium property.

In the event of conflict between the powers and duties of the Association as set forth in the Overall Declaration, the Declaration, Articles of Incorporation and By-Laws, the Overall Declaration shall take precedence over the Declaration, the Declaration over the Articles of Incorporation and By-Laws, and the Articles of Incorporation over the By-Laws.

11.1 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair caused by any latent condition of the property.

11.2 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.

11.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that Owner if in an Association meeting, unless the joinder of record Owners is specifically required by this Declaration.

12. Determination of Common Expenses and Fixing of Assessments Therefor. The board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of assessments payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration, the Articles and the By-Laws of the Association. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the assessment payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The common expenses shall include the expenses of the operation, maintenance, repair and replacement of the common elements, costs of carrying out the powers and duties of the Association and any other expenses designated as common expenses by the Act, this Declaration, the Articles or By-Laws of the Association.