

SEMINOLE CO. FL.
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR ALAFAYA WOODS DEVELOPMENT

THIS DECLARATION is made this 14th day of February, 1985, by SOUTH COUNTRY CORP., a California corporation, duly authorized to transact business in the State of Florida, hereinafter referred to as "Developer," which declares that the real property described in Article II, which is owned by the Developer, is subject and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, reservations, charges and liens hereinafter set forth.

ARTICLE I - DEFINITIONS

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

Section 1.1 "Master Association" shall mean and refer to Alafaya Woods Homeowners Association, Inc., a Florida corporation not for profit and its successors and assigns.

Section 1.2 "The Properties" or "Properties" shall mean and refer to the initial real property, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedure hereinafter set forth.

Section 1.3 "Alafaya Woods" means the multiphased and residential development known as "Alafaya Woods" planned for development upon The Properties, and which thus become subject to this Declaration, and which are the subject of the Planned Unit Development Restrictions for residential development.

Section 1.4 "Lot" shall mean and refer to any lot on the various recorded subdivision plats of portions of The Properties, which plats are now of record in Seminole County, Florida, or may be recorded in the future, and which plat is designated by Developer by recorded instrument to be subject to these covenants and restrictions and any lot shown upon any resubdivision of any such plat, with the exception of the Common Properties, and of any lands to be used for schools, utilities or government uses.

Section 1.5 "Unit" or "Dwelling Unit" shall mean and refer to all or a portion of a building situated upon a Lot or Lots designated and intended for use and occupancy by a single family. A Lot may contain one or more Units, including, without limitation, a detached single-family home, an attached townhouse dwelling, an attached duplex or other multiplex dwelling, or any apartment-type unit contained in any multi-unit, multistory, residential building and whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership and possession.

Section 1.6 "Unit Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit which is a part of The Properties.

Section 1.7 "Common Property" or "Common Properties" shall mean and refer to those tracts designated as Common Property or Common Properties and dedicated to the Master Association on any recorded subdivision plat or plats of The Properties, the Primary Drainage System (as hereinafter defined), all landscaping lying within public way, or buffer and landscaping buffer easement areas, entry features, signs erected by the developer to identify Alafaya Woods, any special design features lying within public ways and such similar items, easements or property which may hereafter be added by Supplemental Declarations regardless of whether any such items are capable of being legally described or lie within dedicated areas; together with all future additions

thereto, and together with the landscaping and any improvements thereon, as well as such other property, both real and personal, acquired by the Master Association by purchase, gift, lease or otherwise. It is also the intention of the Developer to designate portions of the lands on recorded subdivision plats of the Properties as Parks or Common Properties and to convey fee simple title to such Park or Common Property or Common Properties to the Master Association. The Master Association shall be responsible to maintain, repair and replace the Common Property or Common Properties as hereinafter provided. Developer shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Common Property or Common Properties such facilities, if any, as the Developer deems appropriate. The timing and phasing of all such construction, if any, shall be within the sole discretion of the Developer.

Section 1.8 "Developer" shall mean South Country Corp., a California corporation, its successors and assigns, only if the instrument by which such successor or assignee assumes the interest of South Country Corp., in this development expressly provides that such successor or assignee shall become the Developer hereunder. A builder, contractor, or other person which purchases one or more lots for the purpose of constructing dwelling units shall not be deemed to be a "Developer."

Section 1.9 "Board" or "Board of Directors" shall mean the Board of Directors of the Master Association.

Section 1.10 "Articles" shall mean the Articles of Incorporation of the Master Association.

Section 1.11 "Bylaws" shall mean the Bylaws of the Master Association.

Section 1.12 "Master Declaration" or "Declaration of Covenants and Restrictions" or "Covenants and Restrictions" shall mean this Declaration of Covenants, Conditions and Restrictions.

Section 1.13 "Member" shall mean and refer to all those owners who are members of the Master Association as provided in Section 3.1 and Section 3.2 hereof.

Section 1.14 "Master Association Expenses" or "Association Expenses" shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Master Association and assessed or to be assessed upon the Lots and Units and the owners thereof.

Section 1.15 "Occupant" shall mean the person or persons other than the Lot Owner or Unit Owner in possession of the Lot or Unit.

Section 1.16 "Assessment" shall mean a share of the Master Association Expenses required for the payment of the Master Association Expenses which from time to time are assessed against the Lots and Units and Lot Owners and Unit Owners.

Section 1.17 "Surplus" shall mean the excess of all receipts of the Master Association from the Lot Owners and Unit Owners and any other income accruing to the Master Association over and above the amount of the expenses of the Master Association.

Section 1.18 "Sub-Association" shall mean and refer to a homeowners association(s) and/or condominium association(s) which is responsible for the operation of a planned development as provided in its sub-declaration of covenants and restrictions or its declaration of condominium and for the maintenance, repair and replacement of certain real or personal property not owned by or leased to the Master Association.

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Section 1.19 "Institutional Mortgagee" means (a) any lending institution having a first mortgage lien upon a Lot or Unit including any of the following institutions: a Federal or State Savings and Loan or Building and Loan Association, or bank or real estate investment trust, or mortgage banking company doing business in the State of Florida; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot or Unit; or (c) any pension or profit-sharing funds qualified under the Internal Revenue Code; or (d) any and all investing or lending institutions, or the successors and assigns of such lenders (herein referred to as the "Lenders") which has loaned money to Developer to acquire, or construct improvements upon, The Properties and which holds a mortgage upon any portion of The Properties securing such a loan.

Section 1.20 "Mortgage" means any recorded Mortgage, Deed or Trust or other instrument transferring any interest in a Lot or Unit as security for the performance of an obligation.

Section 1.21 "First Mortgage" means any mortgage constituting a lien prior in dignity to all other mortgages encumbering the same Lot or Unit.

Section 1.22 "Planned Unit Development Restrictions" or "PUD Restrictions" shall mean and refer to all of the provisions, requirements, plans, commitments and responsibilities incurred or imposed upon the Developer by the City of Oviedo, Florida in its Ordinance 374 adopted August 23, 1982, and the Final Master Land Use Plan, together with all exhibits, schedules, agreements and supplemental data accepted and approved by the City of Oviedo in connection therewith.

Section 1.23 The "Primary Drainage System," shall mean and refer to the primary drainage system as is from time to time permitted by the St. John's River Water Management District, and generally consisting of, but not limited to:

All storm, retention/detention ponds and area overflow weirs, culverts, swales, and water control structures together with all related easements, structures, facilities and appurtenances.

The foregoing definitions shall be applicable to this Master Declaration and also shall be applicable to the Articles of Incorporation and Bylaws of the Master Association, unless otherwise expressly provided herein or therein.

ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION;
ADDITIONS THERETO

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

Lots 1 through 164 both inclusive, of ALAFAYA WOODS PHASE I - UNIT A, a subdivision according to the Plat thereof as recorded in Plat Book 31, upon Pages 80 through 85 both inclusive, of the Public Records of Seminole County, Florida.

-and-

Lots 1 through 140 both inclusive of ALAFAYA WOODS PHASE I - UNIT B, a subdivision according to the Plat thereof as recorded in Plat Book 31, upon Pages 86 through 88 both inclusive, of the Public Records of Seminole County, Florida,

all of which real property and all additions thereto, are herein referred to collectively as "The Properties." The Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations and thereby add to The Properties. It is the present intention of the Developer that all residentially zoned real property within Alafaya Woods shall eventually be made a part of The Properties and, accordingly, reference herein to The Properties should be deemed to be reference to all of Alafaya Woods residential properties where such reference is intended to include property other than that described in this Section 2.1. Nothing herein, however, shall obligate Developer to add to the initial portion of The Properties, to develop future portions of Alafaya Woods under such common scheme nor to prohibit Developer from rezoning and changing the development plans with respect to such future portions and/or adding additional or other property to Alafaya Woods and The Properties under such common scheme.

Section 2.2 - Additional Property. The Developer shall have the right, for a period of ten (10) years after the date of the recording of this Declaration, from time to time and within its sole discretion, to annex to the existing Properties additional property including properties now or hereafter acquired by it and property of others which is either abutting the existing properties (including additions thereto) or so situated that its addition will be consistent with the uniform scheme for development as determined in the sole discretion of the Developer. It is the present intention of the Developer that all residentially zoned real property within Alafaya Woods shall eventually be made a part of The Properties and accordingly, reference herein to The Properties should be deemed to be reference to all of Alafaya Woods where such reference is intended to include property other than described in Section 2.1 hereof. Nothing herein, however, shall obligate Developer to add to the initial portion of The Properties, to develop future portions of Alafaya Woods under such common scheme nor to prohibit the Developer from rezoning and changing the PUD Restrictions and plans with respect to such future portions and/or additional or other property to Alafaya Woods and The Properties under a common scheme of development. Such additional properties are to be all or portions of the real property more particularly described upon the Final Master Land Use Plan as described and referred to in Section 1.22 of this Declaration, and is subject to the determination by the Veterans Administration or the Federal Housing Administration that such annexation is in accordance with the general plan of development heretofore approved by either of them.

Section 2.3 - Other Additions. Additional lands may also be annexed to the existing Properties upon the consent of not less than two-thirds (2/3) of each class of Members of the Master Association, at a regular meeting of the Master Association or at a special meeting duly called for such purpose, together with all governmental approvals if any as required by law.

Section 2.4 - Supplemental Declaration. Any such additions as authorized in Section 2.2 or Section 2.3 hereinabove shall be made by the filing of record of one or more supplemental declarations with respect to the additional properties. A supplemental declaration shall contain the following.

- (a) A reference to this Declaration;
- (b) Identification of the Developer of the supplemental declaration;
- (c) An expression of intent to submit the real property described therein to be a portion of The Properties under this Declaration and to the uniform scheme of development of this Declaration and to the jurisdiction of the Master Association;

(d) A statement that the real property that is the subject to the supplemental declaration constitutes additional properties which are to become a part of The Properties which are the subject matter of this Declaration; and

(e) A description of that portion (if any) of the additional property that is to constitute Common Property or Common Properties in accordance with the provisions hereof.

In addition, a supplemental declaration may contain such additions to or modifications of the provisions hereof applicable to the additional property that may be necessary to reflect the different character, if any, of the additional property that is the subject of the supplemental declaration. Any such supplemental declaration shall become effective upon being recorded in the aforesaid Public Records.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Every owner of a Unit or Lot shall be a Member of the Master Association. There shall be one person, with respect to each Unit or Lot, who shall be entitled to vote at any meeting of the Unit Owners and Lot Owners and such person shall be known (and is hereinafter referred to) as a "Voting Member," provided, however, were a single unit is situated on a Lot or more than one Lot the Unit Owner shall only have one vote in the Master Association for each Lot owned and where there is more than one Unit located on a Lot, the Unit Owner shall have the number of votes equal to the number of Units owned, and further provided the Owner(s) of an unimproved Lot(s) shall be entitled to one vote for each Lot owned. If a Unit or Lot is owned by more than one person, the owners of said Unit or Lot shall designate one of them as the Voting Member, or in the case of a corporate Unit Owner or Lot Owner, an officer or an employee thereof shall be the Voting Member. Designation of the Voting Member shall be made, as provided by and subject to, the provisions and restrictions set forth in the Bylaws of the Master Association. A Lot shall be deemed to be one Unit for the purposes of this Section, provided, however, at such time as the certificate of occupancy or like governmental permit is issued as to the improvements on each Lot, the number of Units on such Lot shall be determinative of the number of votes such Lot Owner shall be entitled to cast. Membership shall be appurtenant to and may not be separated from ownership of a Unit or Lot. Transfer of Unit or Lot ownership either voluntarily or by operation of law, shall terminate membership in the Master Association, and said membership shall thereupon be vested in the transferee.

Section 3.2 The Master Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all owners as defined in Section 3.1, with the exception of the Developer as defined in this Declaration (as long as the Class B membership shall exist and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot or Unit in which they hold the interest required for membership by Section 3.1. When more than one person holds such interest or interests in any Lot or Unit, all such persons shall be Members, and the vote for such Lot or Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Unit.

(b) Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote for each Lot or Unit owned by Developer, plus two (2) votes for each vote which the Class A Members are entitled to cast from

time to time; provided that the Class B membership shall cease and terminate upon the happening of either of the following events, whichever occurs earlier:

(1) The sale and conveyance of seventy-five percent (75%) of the Lots developed or to be developed in Alafaya Woods; or

(2) Ten (10) years after the date of the recording of this Declaration in the Public Records of Seminole County, Florida; or

(3) At any time prior to that date at the election of the Developer.

(c) Notwithstanding the foregoing or anything contained in this Declaration to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Master Association until the occurrence of either of the events set forth in Section 3.2(b)(1), (2) or (3) hereinabove. Whereupon the then existing Class A Members shall be obligated to elect the Board and assume control of the Master Association.

Section 3.3 - Mergers. Upon a merger or consolidation of the Master Association with another similar association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Master Association as a surviving corporation pursuant to a merger; provided, however, that such merger shall have been adopted by receiving at least two-thirds (2/3) of the votes of each class of members voting at a regular meeting or special meeting duly called for such purpose, are entitled to cast. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property, together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the Property.

ARTICLE IV - PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 4.1 - Ownership. The Common Properties shall be conveyed or assigned to the Association for the joint and several use, in common, of the Owners of all Lots and Units that may from time to time constitute part of The Properties in the manner specified herein. When all improvements proposed by Developer to be constructed within The Properties have been completed and conveyed to purchasers (if applicable), or sooner at Developer's option exercisable from time to time as to any portion or all of the Common Properties, the Developer, or its successors and assigns, shall convey, assign and/or transfer the record fee simple title or such right, title and interest as shall then be owned by it to the Common Properties (except those areas lying within dedicated areas) to the Master Association, and the Master Association shall accept such conveyance and/or assignment, holding title and interest for the Owners as stated in the preceding sentence. Beginning upon the date the Common Properties are deeded and/or assigned to the Master Association, the Master Association shall be responsible for the maintenance and operation of all Common Properties in a continuous and satisfactory manner without cost to the general taxpayers of the City of Oviedo, or of Seminole County, Florida. It is intended that all real estate taxes against the Common Properties shall be proportionally assessed against and payable as part of the taxes of the Lots and Units within The Properties. However, in the event that any such taxes are assessed directly against the Common Properties, the Master Association shall be responsible for the pay-

ment of the same, including taxes on any improvements and any personal property thereon belonging to the Master Association. Developer shall have the right from time to time to enter upon the Common Properties during periods of construction upon adjacent properties, and for the purpose of construction of any facilities on the Common Properties that Developer elects to build, and Developer shall have the right to use the Common Properties for sales, displays and signs during the period of construction and sales of all of the land owned by Developer within The Properties.

Section 4.2 - Members' Easements. Each Member of the Master Association, and each tenant, agent and invitee of such Member, shall have a permanent and perpetual easement for the use and enjoyment of all Common Properties in common with all other such Members of the Master Association, their tenants, agents and invitees.

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

(a) The right and duty of the Master Association to levy assessments against each Lot or Unit for the purpose of maintaining the Common Properties and facilities in compliance with the provisions of this Declaration, the PUD Restrictions and with the restrictions on the plats or portions of The Properties from time to time recorded by Developer.

(b) The right of the Master Association to suspend the voting rights and right to use the Common Properties and facilities of an Owner and his designees for any period during which any assessment against his Lot or Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(c) The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Properties.

(d) The right of the Master Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Properties and all facilities at any time situated thereon, including the right to fine Members as provided in Section 7.3 hereof. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(e) Developer, its successors and assigns, shall have the right to permit persons other than Members and designated persons to use certain portions of The Properties and any recreational facilities that may be constructed thereon under such terms as Developer, its successors and assigns, may from time to time desire. In addition, the employees of the Developer shall have the right to use all Common Properties, including recreation facilities, as long as the Developer owns any portion of The Properties. The right to the use and enjoyment of the Common Property and facilities thereon shall extend to each permitted user's immediate family who reside with him, subject to regulation from time to time by the Master Association in its lawfully adopted and published rules and regulations.

(f) All of the easements, terms, provisions, and agreements as set forth in the Developer Agreement between Developer and a private service company for the furnishing to the Property of adequate sewage collection and disposal services.

Section 4.3 - Easements Appurtenant. The easements provided in Section 4.2 shall be appurtenant to and shall pass with the title to each Lot and/or Unit.

Section 4.4 - Maintenance. The Master Association shall at

all times maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Properties, any and all landscaping and improvements situated on the Common Properties (upon completion of construction by Developer), except utilities. All such work to be done as ordered by the Board of Directors of the Master Association acting on a majority vote of the Board members. Without limiting the generality of the foregoing, the Master Association shall assume all of Developer's responsibility to the City of Oviedo, the St. Johns River Water Management District, and Seminole County, Florida of any kind with respect to the Common Properties, including, but not limited to, the entry features, and the Primary Drainage System and shall indemnify Developer and hold Developer harmless with respect thereto. All work pursuant to this Section and all expenses hereunder shall be paid for by the Master Association through assessments imposed in accordance with Article VI. Such assessments shall be assessed equally against all Lots and Units. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Properties or abandonment of his right to use the Common Properties.

Section 4.5 - Landscaping and Buffer Easement Grant and Restrictions. The Developer does hereby give and grant unto the Association, a perpetual easement for the development, installation, maintenance and care of all landscaping upon and within the landscaped buffer easement areas shown on the plats of the Properties as from time to time recorded by the Developer, together with full right and authority of the Association, its officers, agents and/or employees to enter upon such landscape buffer easement areas for the installation, maintenance, removal, replacement, care and treatment of all landscaping thereon as it may deem necessary and proper.

All landscaping, trees, grass, plants and plant material for the development of such landscaped buffer easement areas shall be installed, developed, replaced and maintained in accordance with the requirements and standards of the City of Oviedo, Florida.

The responsibility for the landscaping, maintenance and replacement of such landscaped buffer easement areas shall be the obligation of the Association.

The Developer, its successors and assigns, agree that no (i) buildings, fences or structures of any nature shall be built, maintained, created, erected or placed within the landscaped buffer easement areas, and that the Association shall have the right to remove and clear and keep clear all buildings, fences, structures or materials from and out of and away from the landscaped buffer easement area, (ii) it will in no manner destroy, damage, remove or interfere with any landscaping, plants or plant materials, trees or grass which may be placed or established by the Association within the landscape buffer easement areas, nor (iii) in any manner obstruct, impede or interfere with the rights and duties of the Association as to such landscape buffer easement areas and its right of ingress and egress thereto.

Section 4.6 - Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the Properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, drainage, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of all buildings providing such company restores disturbed areas to the condition in which they were found. This easement shall in no way affect any other recorded easements on said premises. Public and private utilities may be installed

underground in the Common Properties when necessary for the service of The Properties or other lands within The Properties, and the use of all sewage utility easements shall be in accordance with the applicable provisions of the Developers Agreement therefore.

Section 4.7 - Access Easements. Fire, police, health, utility, drainage, sanitation and other public or private service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Properties.

ARTICLE V - LANDSCAPING, PRIMARY DRAINAGE SYSTEM AND PEDESTRIAN AREAS

Section 5.1 - Maintenance. Without limiting the generality of the provisions of Section 4.4 hereof, the Landscaping, Landscape Buffer Areas and Easements, Primary Drainage System and Pedestrian Areas shall be maintained by the Master Association, beginning upon the date that such areas are conveyed or assigned by the Developer to the Master Association, in a continuous and satisfactory manner without cost to the general taxpayers of the City of Oviedo and Seminole County, Florida, and without direct expense to the Owners of the Lots or Units upon which the Landscaping, Landscape Buffer Areas and Easements, Primary Drainage System and Pedestrian Areas are situated or abut, except for their share of the general common expenses. The Owners of the respective Lots or Units shall be responsible for the payment of any taxes that may be assessed against the Landscaping Buffer Area, Primary Drainage System and Pedestrian Areas which are included within the boundaries of each such Lot. All work pursuant to this Section and all expenses hereunder shall be paid for by the Master Association through assessments imposed in accordance with Article VI. Except as provided herein to the contrary, such assessments shall be against all Lots and Units equally. No Owner may waive his right to use or otherwise escape liability for assessments for such maintenance under this Section.

Section 5.2 - Limitations on Use. The Landscaping Buffer Areas and Pedestrian Areas shall be used for the purposes of landscaping, a planting screen buffer and for installation and maintenance of underground public utilities, and shall not be used by the Owners of the respective Lots and Units for parking or for any other purposes. No driveway access or vehicular access shall be permitted to any Lots or Units across any Landscaping and Pedestrian Areas, except for access to the sales model areas of the Developer.

ARTICLE VI - MASTER ASSOCIATION COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 - Creation of the Lien and Personal Obligation of the Assessments. Except as provided in Section 6.8 hereof, the Developer for each Lot or Unit owned by it within The Properties hereby covenants and agrees, and each Owner of any Lot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Master Association annual assessments or charges for the maintenance, operation, management and insurance of the Common Properties as provided in Articles IV and V hereof, including, but not limited to, the Landscaping Buffer Areas, Primary Drainage System and Pedestrian Areas, and other items described herein as Common Properties, including such reasonable reserves as the Master Association may deem necessary, and special assessments as provided in Section 6.3 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot or Unit against which each such assessment is made. Each such assessment, to-

gether with late charges, interest and costs of collection there-
of as hereinafter provided, shall also be the personal obligation
of all Owner(s) of such Lot or Unit from time to time. All
assessments, both regular and special, shall be imposed equally
against all Lots and Units within The Properties and those that
may in the future be subject to liens of the Master Association
(except as provided herein with respect to charges or assessments
which are made against one or more Lots or Units to the exclusion
of others), provided that in the case of any multi-unit rental
project located on any Lot, the Owner thereof shall be assessed
for each rental apartment contained in such multi-unit rental
project as if each such apartment were a Unit for this purpose
and the total of such assessments shall be a lien against such
entire Lot.

Section 6.2 - Purpose of Assessments. The assessments levi-
ed by the Master Association shall be used exclusively for main-
tenance, operation, management and insurance of the Common Prop-
erties as provided in Article V hereof, and to promote the
health, safety, welfare and recreational opportunities of the
Members of the Master Association and their families residing
with them (if applicable) and their guests and tenants.

Section 6.3 - Capital Improvements. Funds in excess of
\$5,000.00 in any one case which are necessary for capital
improvements relating to the Common Properties and which have not
previously been collected as reserves or are otherwise available
to the Master Association may be levied as special assessments by
the Master Association upon approval by a majority of the Board
of Directors of the Master Association and upon approval of 66-
2/3% favorable vote of Members voting at a meeting or by ballot
as may be provided by the Bylaws of the Master Association,
against Lots and Units in the manner specified in Section 6.1
hereof.

Section 6.4 - Date of Commencement of Annual Assessments;
Due Dates. The annual Lot assessments provided for in this
Article VI shall commence on the first day of the month next fol-
lowing the issuance of a certificate of occupancy as to improve-
ments constructed upon such Lot, or six (6) months after such Lot
has been conveyed by Developer, whichever event shall first
occur.

The annual assessments shall be payable in monthly install-
ments, or in annual or quarter-annual installments if so deter-
mined by the Board of Directors of the Master Association. The
assessment amount may be changed at any time by said Board from
that originally stipulated or from any other assessment that is
in the future adopted. The original assessment shall be for the
calendar year, but the amount of any assessment to be levied dur-
ing any period shorter than a full calendar year shall be in pro-
portion to the number of months remaining in such calendar year.

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The due date of any special assessment under Section 6.3
hereof shall be fixed in the Board resolution authorizing such
assessment.

Section 6.5 - Maximum Annual Assessment. Until January 1 of
the year immediately following the conveyance of the first Lot to
an Owner, the maximum annual assessment shall be ONE HUNDRED
EIGHTY-SIX AND NO/100 DOLLARS (\$186.00) per Lot.

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

(b) From and after January 1 of the year immediately
following the conveyance of the first Lot to an Owner, the maxi-

mum annual assessment may be increased above 5% ~~SEMI-ANNUAL~~ of twothirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 6.6 - Duties of the Board of Directors. The Board of Directors of the Master Association shall fix the date of commencement and the amount of the assessment against each Lot and Unit for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Units, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Master Association and shall be open to inspection by any Owner.

Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment, except as to emergency assessments.

The Master Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Master Association, setting forth whether such assessment has been paid as to any particular Lot or Unit. Such certificate shall be conclusive evidence of payment of any assessment to the Master Association therein stated to have been paid.

The Master Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Lots or Units for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms or Associations (including affiliates of the Developer) for management services. The Master Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

Section 6.7 - Collection of Assessment; Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments are not paid on the dates when due (being the dates specified in Section 6.4 hereof), then such assessments shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the appropriate Lot or Unit, which shall bind such Lot or Unit in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within thirty (30) days after the due date, at the option of the Master Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid), and all sums due shall bear interest from the dates when due until paid at the rate of six percent (6%) per annum, and the Master Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien against the property on which the assessments and late charges are unpaid, or may foreclose the lien against the property on which the assessments and late charges are unpaid, or pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs

of preparing and filing the claim of lien and the complaint in such action shall be added to the amount of such assessments, interest and late charges, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and the Master Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In addition to the rights of collection of assessments stated in this Section 6.7 any and all persons acquiring the title to or the interest in a Lot or Unit as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or Unit or the enjoyment of the Common Properties until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots or Units shall be permitted until an estoppel letter is received from the Master Association acknowledging payment in full or all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgages and purchasers contemplated by Section 6.8 of this Article.

It shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments hereunder. Failure of the Master Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association.

Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owners.

Section 6.8 - Subordination of the Lien. The lien of the assessment provided for in this Article VI shall be subordinate to tax liens and to the lien of any mortgage recorded prior to recordation of a claim of lien, which mortgage encumbers any Lot or Unit and is in favor of any institutional mortgagee and is now or hereafter placed upon a portion of The Properties subject to assessment; provided, however, that any institutional mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any institutional mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under any such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot or Unit by reason of the provisions of this Section 6.8 shall be deemed to be an assessment divided among, payable by and a lien against all Lots and Units as provided in Section 6.1 of this Article VI, including the Lot or Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for assessment under this Article VI shall be superior to liens for assessments of the other sub-associations which may be referred to in Declarations of Restrictions and Protective Covenants recorded with respect to certain Lots or Units.

Section 6.9 - Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot or undeveloped property within The Properties, the Developer shall not be liable for assessments against such Lots, provided that Developer funds an amount equal to the amount of operating expenses (exclusive of

reserves and management fees) incurred during such period of time not produced by assessments receivable from other Members of the Association. Developer may at any time and from time to time commence paying assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits, but may at any time thereafter and from time to time again elect to follow the procedure specified in the preceding sentence. When all Lots within The Properties are sold and conveyed to purchasers, Developer shall have no further liability of any kind to the Association for the payment of assessments or deficits.

Section 6.10 - Conveyance; Dedication. All Lots and other properties conveyed or dedicated to and accepted by a local governmental authority and Common Property, shall be exempt from the assessments created herein, except that no Lot or Unit devoted to dwelling use shall be exempt from these assessments.

Section 6.11 - Trust Funds. The portion of all regular assessments collected by the Master Association for reserves for future expenses, and the entire amount of all special assessments shall at all times be kept and maintained in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 6.12 - Notice and Quorum for Any Action Authorized Under Sections 6.3 and 6.5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 6.3 and 6.5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.13 - Real Estate Taxes. In the event the Common Property and facilities owned by the Master Association are taxed separately from the parcels deeded to Lot or Unit Owners, the Association shall include such taxes as a part of the general assessment. In the event the Common Property and facilities owned by the Master Association are taxes as a component of the value of the property owned by each Lot or Unit Owner, it shall be the obligation of each Lot or Unit Owner to promptly pay such taxes prior to them becoming a lien upon the Property.

ARTICLE VII - RULES AND REGULATIONS

Section 7.1 - Compliance by Owners. Every Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations adopted by the Master Association as contemplated in Section 4.2 hereof.

Section 7.2 - Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Master Association shall have the right to suspend voting rights and use of Common Properties as specified in Section 4.2 hereof.

Section 7.3 - Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply herewith or with any rule or regulation, provided the following procedures are adhered to:

FINES

~~Notice:~~ The Master Association shall notify the Owner of the ~~infraction~~ ^{SEVERITY CO. FI} of infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why penalties should not be imposed. ~~At least six (6) days~~ notice of such meeting shall be given.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors meeting.

(c) Penalties: The Board of Directors may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of ONE HUNDRED AND NO/100 DOLLARS (\$100.00).

(2) Second non-compliance or violation: a fine not in excess of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00).

(3) Third and subsequent non-compliance, or violation or violations which are of a continuing nature: a fine not in excess of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00).

(d) Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article VI hereof.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Master Association may otherwise be entitled to recover by law from such Owner.

Section 7.4 - Initial Rules and Regulations. Attached hereto as Schedule A is the initial rules and regulations of the Master Association which are incorporated herein by reference and which may be modified, in whole or in part, at any time by the Board.

ARTICLE VIII - RESIDENTIAL UNIT CATEGORIES

Section 8.1 - Land Use and Building Types. No Lot or Unit shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. The following types of Residential Units shall be the only buildings constructed on Lots within the Properties:

- (a) A detached single-family home;
- (b) An attached townhouse dwelling;
- (c) An attached duplex or other multiplex dwelling; or
- (d) Any multi-unit, multi-story residential building.

The Planned Unit Development Restrictions of the City of Oviedo, Florida shall determine the type and number of dwelling units to be erected on each Lot. No building shall be erected, altered, placed or permitted to remain on any Lot other than one of the four types of Residential Units set forth above.

Section 8.2 - Specific Restrictions.

A

(a) As to those Lots, which under the Planned Unit Development Restrictions are zoned and restricted for one detached single-family dwelling, the principal building to be constructed on such Lots (i) as to zero lot line lots shall contain not less than 900 square feet of heated and cooled floor area, exclusive of garages, carports, basement areas, porches and patios; and (ii) as to all other such zoned and restricted Lots, such Lots shall contain not less than 1,000 square feet of heated and cooled floor area, exclusive of garages, carports, basement areas, porches and patios.

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

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

(d) Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, its transferees, or its or their contractors or sub-contractors from doing or performing on all or any part of The Properties actually owned or controlled by Developer, its transferees, or its or their contractors or sub-contractors as the case may be, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of The Properties, including, without limitation:

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

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

(3) Temporary uses by Developer or model homes, sales displays, parking lots, construction trailers, sales trailers, sales offices and other offices, or any one or combination of such uses shall be permitted until permanent cessation of such uses takes place; or

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

(5) Provided, however, that operations being conducted under subparagraphs (a), (b), (c) and (d) immediately

above shall be permitted upon only those parts of the Properties owned or controlled by the party causing, or conducting said operations. As used in this Section, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

(e) Each portion of The Properties will be subject to and the Association and each Owner will conform to, comply with and observe (i) all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the City of Oviedo and any and all other governmental and public authorities and boards or officers of the same relating to such Properties, any improvements thereon, or the use thereof and no illegal or immoral purpose or use shall be permitted on such Properties; and (ii) all of the requirements, provisions, and restrictions of the Planned Unit Development Restrictions.

ARTICLE IX - ARCHITECTURAL CONTROL

In order to preserve the values and appearance of Alafaya Woods, the following restrictions upon The Properties are hereby established:

Section 9.1 - Requirement of Board Approval. Except for Units, buildings and other structures and improvements constructed, installed or placed by or with the approval of Developer; landscaping and plantings by or with the approval of Developer; and additions, alterations, modifications and changes to any of the foregoing by or with the approval of Developer (collectively "Developer Improvements"), which Developer Improvements are not subject to the approval of the Board, no improvement or structure of any kind, including, without limitation, any building, wall, fence, swimming pool, tennis court, or screen enclosure, shall be erected, placed or maintained on any portion of The Properties; no landscaping or planting shall be commenced or maintained upon any portion of The Properties; and no addition, alteration, painting, modification or change to any such improvement, structure, landscaping or planting shall be made without the prior written approval of the Board.

Section 9.2 - Method of Obtaining Board Approval. In order to obtain the approval of the Board; two (2) complete sets of plans and specifications for proposed construction and landscaping shall be submitted to the Board for its review. Such plans and specifications shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The Board may also require the submission of additional information and materials as may be reasonably necessary for the Board to evaluate the proposed construction, landscaping or alteration. The Board shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. The Board shall not be responsible for reviewing, nor shall its approval of design from the standpoint of structural safety or conformance with building codes.

Section 9.3 - Approval or Disapproval by the Board. The Board shall have the right to refuse to approve any proposed plans or specifications which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the Board shall be in writing and shall be sent to the Board and the respective Lot Owner or Unit Owner, as applicable. In the event the Board fails to approve or to disapprove in writing any proposed plans and specifications within thirty (30) days after submissions to the Board of such plans and specifications and any and all other reasonably requested information and materials related thereto, then said plans and specifications shall be

deemed to have been approved by the Board and the appropriate written approval delivered forthwith.

Section 9.4 - Board to Adopt Rules and Regulations. The Board shall promulgate such further rules, regulations, criteria and standards as it deems necessary and shall adopt a schedule of reasonable fees for the processing of applications to the Board.

ARTICLE X - GENERAL PROVISIONS

Section 10.1 - Duration. The covenants, conditions, restrictions, reservations and easements of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Developer, the Master Association, any sub-association or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 66-2/3% of the Lots and Units agreeing to revoke said covenants has been recorded. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 10.2 - Notice. Any notice or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and in the absence of any specific address at the address of any Unit or Lot owned by such Owner; and (ii) the Association, at 1404 El Cajon Court, Casselberry, Florida 32707, or such other address as the Association shall hereinafter notify Developer and the Owners of in writing; and (iii) Developer at 1404 El Cajon Court, Casselberry, Florida 32707, or such other address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Owners. Upon request of an owner, the Association shall furnish to such Owner the then current address for Developer as reflected by the Association records.

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

- (a) A copy of any notice of a meeting of the Association or of the Board which is thereafter sent to the Owner of such Lot or Unit; and
- (b) A copy of any financial statement of the Association which is thereafter sent to the Owner of such Lot or Unit; and
- (c) Written notice of any termination by the Association of any professional management of the Recreation Parcels or Association Property, and the assumption by the Association of the self-management of such areas; and
- (d) Thirty (30) days prior written notice of the cancellation or termination by the Association of any policies of insurance covering the Recreation Parcels or The Properties or any improvements thereof, or any fidelity bonds of the Association for its officers, directors, or employees as well as copies.

of any notices of cancellation by others received by the Association with respect thereto; and

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

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

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

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

Section 10.3 - Incorporation of Alafaya Woods Documents.

Any and all deeds conveying a Lot, Unit or any other portion of The Properties shall be conclusively presumed to have incorporated herein all of the terms and conditions of the Alafaya Woods Documents, including, but not limited to, this Declaration, whether or not the incorporation of the terms and conditions of the Alafaya Woods Documents is specifically set forth by reference in such deed, and acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of the Alafaya Woods Documents.

Section 10.4 - Enforcement. Enforcement of these covenants, provisions and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, condition, reservation or easement either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Master Association, the Developer, any sub-association or any Owner to enforce any covenant, restriction, condition, reservation or easement herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.5 - Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the reservations, conditions, covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of any instrument executed by the Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, by approval at a meeting of Owners holding not less than 66-2/3% of the votes of the membership of the Master Association, provided that so long as the Developer is the Owner of any Lot or Unit affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. Any amendment of this Declaration shall, as is provided for in the PUD Restrictions be subject to final approval of the City Council of the City of Oviedo, Florida, before they become effective.

Section 10.6 - Condemnation. In the event all or part of the Common Property owned by the Master Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Master Association. The Board of Directors of the Master Association shall have the right to act on behalf of the Master Association with respect to the negotiation and litigation of the taking or condemnation issues affecting such property. The Owners may, by a vote of 80% of the total voting power hereunder, agree to

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 distribute the proceeds of any condemnation or taking by eminent domain, and if the Lot and Unit Owners shall not so agree such proceeds shall be added to the funds of the Master Association.

Section 10.7 - Subordination. Developer and the Association agree that their respective interests as provided for in this Declaration shall be and are subordinated to the lien, encumbrance and operation of any existing (as of the date hereof) mortgages encumbering any portion of the Total Property and any additional or replacement or subsequent mortgages obtained by Developer for the purpose of financing the construction of improvements to take place upon any portion of the Total Properties. While the provisions of this paragraph are self-operative, the Association nevertheless agrees to execute such instruments in recordable form as may be necessary or appropriate to evidence the foregoing subordination of its interests to any such mortgages and shall do so forthwith upon request of Developer.

Section 10.8 - Effect of PUD Restrictions and Other Documents Filed With City of Oviedo, Florida. The PUD Development Plan and Restrictions of Alafaya Woods and other related documents which are on record in the offices of the City of Oviedo, Florida and other applicable governmental agencies, shall have the effect, and only the effect, described in the rules and regulations of said City. The PUD Development Plan and related documents constitute part of the public controls imposed by the City on developers, owners, residents and users of the property and shall not create nor be intended to create any private property or contract rights in the owners and permittees on the property, except as such rights may be created expressly by separate contracts, deeds and other documents including these covenants.

Section 10.9 - FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration, Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 10.10 - Rules and Regulations. All Lot and Unit Owners shall comply with the rules and regulations adopted and amended from time to time by the Board of Directors. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration and shall relate to the overall development of the Property, and shall not in any way diminish the powers of self-government of the Association.

Section 10.11 - Legal Fees. Any and all legal fees, including but not limited to attorneys' fees and court costs, which may be incurred by the Master Association in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed (by either general or special assessment) against and collectible from the Lot or Unit Owner against whom such action was taken and shall be a lien against such Owner's Lot or Unit in favor of the Association.

Section 10.12 - Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

Section 10.13 - Interpretation. The Board of Directors shall have the right to determine all questions arising in connection with this Declaration, and to construe and interpret its provisions and its determination, construction or interpretation, shall be final and binding. In all cases, the

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provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Property as an integral portion of Alafaya Woods.

Section 10.14 - Authorized Action. All actions which the Master Association is allowed to take under this instrument shall be authorized actions of the Master Association if approved by the Board of Directors in the manner provided for in the Bylaws of the Master Association, unless the terms of this instrument provide otherwise.

Section 10.15 - Severability. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

Section 10.16 - Attorneys' Fees. Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

Section 10.17 - Withdrawal. Anything herein to the contrary notwithstanding, Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of The Properties from the provisions of this Declaration.

Section 10.18 - Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles shall take precedence over the Bylaws.

Section 10.19 - Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Declaration which shall remain in full force and effect.

Section 10.20 - Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 10.21 - Effective Date. This Declaration shall become effective upon its recordation in the Seminole County Public Records.

Section 10.22 - Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida, both substantive and remedial.

EXECUTED as of the day and year first above written.

Signed, sealed and delivered in the presence of:

SOUTH COUNTRY CORP.
By: [Signature]

[Signature]
[Signature]

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of FEBRUARY, 1985 by Richard A. Barber, Vice President of SOUTH COUNTRY CORP., a California corporation, on behalf of the corporation.

[Signature]
Notary Public
My Commission Expires: _____
Notary Public, State of Florida
My Commission Expires July 4, 1988

181403
RECORDED & VERIFIED
DAVID N. BERRIEN
CLERK CIRCUIT COURT
SEMIWOLE COUNTY FL.
FEB 22 3 23 PM '85

SCHEDULE A

SEMIHOLE CO. FL.

INITIAL MASTER ASSOCIATION RULES AND REGULATIONS FOR ALAFAYA WOODS DEVELOPMENT

1. The Common Properties and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefor; nor shall any carts, bicycles, carriages, motor vehicles, chairs, tables or any other similar objects be stored thereon.

2. Employees of the Master Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

3. No vehicle which cannot operate on its own power shall remain in Alafaya Woods for more than twenty-four (24) hours, and no repair of vehicles shall be made therein.

4. No Owner shall make or permit any disturbing noises in the Common Properties and facilities by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in the Common Properties and facilities in such a manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

5. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Properties except signs used or approved by the Developer.

6. No trucks or commercial vehicles, campers, mobile homes, motorhomes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers, horse trailers (herein "Vehicle or Vehicles") shall be permitted to be parked or to be stored at any place in Alafaya Woods. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, nor to any of the Developer's vehicles.

Any Vehicle parked in violation of these rules and regulations or other restrictions contained herein or in the foregoing Declaration, as they may be amended, may be towed by the Master Association at the sole expense of the owner of such Vehicle if such Vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the Vehicle. The Association shall not be liable to the owner of such Vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice of violation is posted, neither its removal, nor failure of the owner to receive it, shall be grounds for relief of any kind.

7. No exterior antennae shall be permitted on the Common Properties, except that Developer shall have the right to install and maintain community antennae and radio and television lines temporary communications systems and operate two-way radio systems, subject to the approval of the Board of Directors.

8. No chain link fences shall be permitted on the Common Properties or any portion thereof, except during construction by Developer.
9. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Common Properties and including full compliance by them of these rules and regulations and all other rules and regulations of the Master Association. Loud noises will not be tolerated.
10. All motor vehicles shall carry a current year's license tag registration and be maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions, or otherwise. All motor vehicles, including, but not limited to, automobiles, trucks, trail bikes, motorcycles, and dune buggies shall be driven only upon paved streets; no motor vehicles shall be driven on pathways or upon unpaved areas (except that golf carts may be used upon pathways so designated by the Board).
11. Overnight parking of all passenger vehicles shall be in driveways, garages or in other areas designated by the Board. Overnight parking of all other vehicles and recreational equipment shall be in garages, or in areas designated by the Board for such parking and in accordance with guidelines established by the Board. Such guidelines may exempt the Developer or builders and construction personnel from this provision. No buses, tractor trailers, or semi-trucks shall be parked on The Properties except for delivery purposes. Except for emergency repairs, no Owner of a Lot shall repair or restore any vehicle, boat or trailer upon any portion of The Properties except in those areas which may be designated by the Board for such purposes.
12. No livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats and other generally recognized household pets may be kept, provided they are reasonable in number, and provided further that they are not maintained or bred for any commercial purpose and the proper restraint and control are used in the keeping of them.
13. No outdoor clotheslines or other outdoor clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Board.
14. Storage, collection, and disposal of trash shall be in compliance with the rules set from time to time by the Board.
15. Exterior television or other antennae are prohibited, except as approved in writing by the Board.
16. All public or private transmission and service wiring for electrical, gas, telephone, and cable television communication services and service lines must be installed and buried underground, where permitted, in accordance with applicable codes that may be imposed.
17. No wells for the supply of water shall be located, constructed, or used within the area covered by these restrictions other than those for the sole purpose of lawn watering and irrigation.
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18. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws and Articles of Incorporation of the Master Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Master Association shall have the right to suspend voting rights and use of Common Properties in the event of failure to so comply. In addition to all other remedies in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or Bylaws, as provided in the Declaration.

19. All structures must be substantially completed in accordance with the plans and specifications approved by the Board or any architectural committee as set forth in Article IX within twelve (12) months after commencement of construction, except that the Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

20. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, or to institutional first mortgagees, nor to the Lots or Units owned by either the Developer or such mortgagees. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant temporary relief not to exceed three (3) days to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.