

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR REMINGTON OAKS AT THE CROSSINGS

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PREPARED BY: LARRY W. TOLER, ASSISTANT SECRETARY
The J. E. Jones Construction Company, 370 Whooping Loop, Suite 1196, Altamonte Springs, Fla. 32701

THIS DECLARATION, made on the date hereinafter set forth by J. E. JONES CONSTRUCTION COMPANY, a Missouri corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the "Greenwood Lakes Planned Unit Development" in Seminole County, Florida, which is more particularly described as the plat of Remington Oaks at The Crossings, according to the Plat thereof as recorded in Plat Book 38, Pages 68, 69 & 70, of the Public Records of Seminole County, Florida (the "Properties").

NOW, THEREFORE, in order to maintain the Properties as a first class and quality residential community, to preserve the values and amenities in such community and to maintain certain common areas therein, Declarant, for itself, its grantees, successors and assigns hereby declares that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are hereby established and imposed upon all of the Properties for the purpose of protecting the value and desirability of, and which shall run with, the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, personal representatives, guardians, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

ADDITIONAL DEFINITIONS

Section 1. "Association" shall mean and refer to the REMINGTON OAKS AT THE CROSSINGS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. "Committee" shall mean and refer to the Architectural Control Committee which may be created under Article IV, Section 2 hereof.

Section 4. "Common Area" shall mean and refer to real property (including all improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described on the plat of:

Remington Oaks at The Crossings, according to the Plat thereof as recorded in Plat Book 38, Pages 68, 69 & 70, of the Public Records of Seminole County, Florida.

Section 5. "DECLARANT" shall mean and refer to J. E. Jones Construction Company, a Missouri corporation, and its successors assigns, provided, however, that no person or entity shall succeed to any of the rights or obligations of "Declarant" hereunder merely by purchasing any Lot unless such rights and obligations are expressly transferred to such person by Declarant and such rights and obligations are expressly accepted and assumed by such person in a written instrument duly recorded in the Public Records of Seminole County,

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Florida. Upon any such assignment, acceptance and assumption and to the extent thereof, J. E. Jones Construction Company, (or any other assigning Declarant) shall be relieved from all liabilities, obligations and duties so assigned and assumed. Nothing herein shall limit the extent or effect of any transfer by J. E. Jones Construction Company or any other Declarant by operation of law..

Section 6. "FHA" shall mean and refer to the Federal Housing Administration.

Section 7. "Lot" shall mean and refer to any numbered plot of land shown upon the recorded Plat of the Properties intended to contain a Unit or a site for the construction thereof, and shall exclude any area designated on said plat as being Common Area, or set aside for other uses.

Section 8. "Master Association" shall mean and refer to The Crossings Master Community Association, Inc.

Section 9. "Master Covenants" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for The Crossings.

Section 10. "Member" shall mean and refer to all Owners of Lots or their representative(s) who shall be a Member of the Association.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Properties" shall mean and refer to the plat of Remington Oaks, according to the Plat thereof as recorded in Plat Book _____, Pages _____, of the Public Records of Seminole County, Florida, together with such additions as may be made pursuant to this Declaration.

Section 13. "Unit" shall mean and refer to a detached single family residential housing unit constructed on any Lot.

Section 14. "VA" shall mean and refer to the Veteran's Administration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area, which easement 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to promulgate reasonable rules and regulations governing the use and enjoyment of the Common Areas;
- (c) The right of the Association to suspend any Owner's voting rights and rights to use of the recreational facilities for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association;
- (d) The right of the Association to dedicate or transfer all

or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded; and

(e) The rights of the Master Association to levy assessments on the Lots, and to enter upon the Common Area and repair, trim, clean, maintain or restore the same, as set forth in the Master Covenants.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities thereon to the members of his family, his guests, tenants, or contract purchaser who reside on his Lot.

Section 3. Annexation.

(a) Additional land within the Greenwood Lakes Planned Unit Development, as it may from time to time exist, may be annexed to the Properties by the Declarant without the consent of the Owners at any time within six (6) years of the date of recording of this instrument in the Public Records of Seminole County, Florida, provided that the Federal Housing Administration or Veteran's Administration shall first approve any such annexation.

(b) Additional land within the Greenwood Lakes Planned Unit Development, as it may from time to time exist, may also be annexed to the Properties with the consent of Members representing two-thirds (2/3) of the votes in each class of Members, provided that the Federal Housing Administration or Veteran's Administration shall first approve any such annexation.

(c) The annexation of land under subparagraph b above shall be accomplished by the recordation in the Public Records of Seminole County, Florida of a consent to such annexation executed by Members representing two-thirds (2/3) of the votes in each class of Members.

ARTICLE III

THE ASSOCIATION

Section 1. Function. The Association is hereby delegated and assigned the power and duty of maintaining and administering the Common Area, administering and enforcing the covenants, restrictions and conditions hereof, and collecting and disbursing assessments and charges hereinafter created. Without limiting the generality of the foregoing, the Association may, as set forth in its Articles of Incorporation and By-Laws, exercise any of its rights and powers with respect to the Common Area to which the Owners' use and rights are subject as set forth in Article II hereof, all other rights and duties granted and assigned to the Association hereunder, and such rights, powers and duties as set forth in the Articles of Incorporation and By-Laws of the Association provided that such powers are exercised exclusively to maintain and promote the value of the Properties and the safety and welfare of the residents of the Properties. Such powers and duties shall include, without limitation:

- A. Maintenance, improvements and operation of the Common Area;
- B. Providing police protection, night watchman or other such security services as the Members of the Association may elect;
- C. To pay the cost of all power, water, sewer and other utility services rendered to the Properties and not billed to Owners of Lots;
- D. Payments of operating expenses of the Association;

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E. Management, maintenance, improvement and beautification of parks, lakes, ponds, landscaping, berming, screen walls, privacy walls, buffer strips and any recreation areas and facilities;

F. Maintenance and beautification of entrance way and acquisition, maintenance, repair and replacement of direction markers and signs installed by Declarant and not maintained by governmental authorities;

G. Mowing, trimming, clearing and maintaining the rights-of-way (including any landscaping thereon) adjacent to the Properties, to the extent not maintained by governmental authorities; and

H. Doing any other thing necessary or desirable, in the judgment of the Association, to keep the Properties neat and attractive or to preserve and enhance the value of the Properties, or to eliminate fire, health, or safety hazards, or, which in the judgment of the Association, may be of general benefit to the Owners.

Section 2. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3. Voting Rights. The Association shall have two classes of voting membership:

Class A Class A Members shall be all Owners, with the exception of the Declarant, who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B The Class B Member shall be the Declarant and shall be entitled to six (6) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When 75% of the Units are deeded to Owners, or
- (b) On January 15, 1999.

Section 4. Initial Fee. At the first time any Lot is conveyed to a Class A Member, a one-time fee of \$50.00, representing a working capital contribution to the Association, shall be paid to the Association at the time such conveyance is closed.

Section 5. Utility Easements. To the extent that permits, licenses and easements over, upon or under the Common Area are necessary so as to provide utility services and roads to the Properties, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Properties, each Owner, his heirs, personal representatives, guardians, successors and assigns, does hereby designate and appoint the Declarant (and the Association, upon termination or conversion of the Class B membership) as his agent and attorney-in-fact with full power in his name, place and stead, to execute instruments creating such easements; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Area, if any.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for each Lot owned by it,

and each other Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) uniform annual regular assessments or charges levied by the Association; (2) uniform special assessments for capital improvements levied by the Association; and (3) non-uniform assessments levied by the Association against his Lot, all such assessments to be established and collected as hereinafter provided. All assessments, together with interest, costs and reasonable attorneys' fees shall be a charge on the Lot upon which they are assessed from the date of recordation of notice thereof in the Public Records of Seminole County, Florida, and shall be a continuing lien thereon. The lien on such assessments shall be subordinate to the lien of any first mortgage. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to any Owner's successors in title unless expressly assumed by such successors.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to maintain and promote the recreation, health, safety, and welfare of the residents of the Properties, for the improvement and maintenance of the Common Area, and for the lawful objectives of the Association.

Section 3. Assessment Allocation. Uniform assessment shall be levied as to each Lot on the basis of the class of membership as hereinafter set forth. The assessment for the Class B membership for any vacant Lot or any Lot improved with an unoccupied, unsold Unit shall be twenty-five percent (25%) of the annual assessment for a Class A Member.

Section 4. Maximum Annual Regular Uniform Assessment. Until January 1, 1989, the maximum annual regular assessment for each Lot shall be as follows for each class of membership:

Class A - \$25.00 per month.

Class B - 25% of the annual assessment for a Class A Member

From and after January 1, 1989, the maximum annual regular uniform assessment may be increased each year by not more than five percent (5%) above the maximum regular uniform assessment for the previous year unless such increase is approved by a vote of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting of the Association duly called for such purpose.

Section 5. Uniform Special Assessments for Capital Improvements. In addition to the annual regular uniform assessments authorized above, the Association may levy, in any assessment year, a uniform special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at an Association meeting duly called for such purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Article IV, Section 4 or 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 such meeting, the presence in person or proxy of Owners in each class entitled to cast sixty percent (60%) of all the votes of such class shall constitute a quorum. If the required quorum is not present, another meeting may be called, 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 7. Uniform Rate of Assessment. Both uniform annual regular assessments and uniform special assessments must be fixed at a uniform rate for all Lots within each class of membership and may be collected on a monthly, quarterly, or annual basis, as determined by the Board of Directors.

Section 8. Date of Commencement of Uniform Annual Regular Assessments; Due Date. The Uniform annual regular assessments provided for herein shall commence as to all Lots on the first day of the first calendar month following the conveyance of the first Lot to a person other than the Declarant, and the first annual regular assessment shall be adjusted according to the number of months remaining in that calendar year. The Board shall fix the amount of the annual regular assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Board of Directors. Written notice of the annual regular assessment and the dates upon which payment thereof are due shall be sent to every Owner.

Section 9. Certificate. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Fines; Non-Uniform Assessments. In the event that any Owner fails to (i) maintain his Lot; (ii) maintain the exterior of his Unit; (iii) maintain any other improvements thereon in the manner required hereunder; (iv) abide by and keep the other restrictions herein; or (v) abide by any rules and regulations duly promulgated by the Committee or by the Association; or if any tenant, guest, or family member of any Owner fails to abide by and keep such restrictions or violates any such rules or regulations, then, following thirty(30) days' written notice to the Owner at the last known address of that Owner according to the Association's records, which notice shall specify the nature of the violation, the action required to cure that violation, and the date by which the Owner must cure the violation, the Association shall have the right to levy reasonable fines against that Owner, which fines, if not paid within thirty (30) days following the date upon which they are due (which due date may not be less than twenty (20) days following the mailing date of the notice specified above) shall automatically become an assessment against all Lots owned by that Owner. Such fine may not exceed \$250.00 per violation, unless the Association has exercised its rights under Article VII, Section 23 below, in which case such fine may be the actual cost to the Association of the expense of curing the violation.

Section 11. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by Florida law. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose its lien against the Lot upon which they were assessed. In no such event shall the failure to pay an assessment constitute a default under an insured mortgage, nor shall any mortgagee be required to collect such assessments from any Owner. No Owner may waive or otherwise escape

liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to reasonable attorneys' fees, including attorneys' fees for appellate proceedings.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to: (i) the lien of any first mortgage; and (ii) any mortgage held or guaranteed by the Federal Housing Administration or Veteran's Administration. The sale or transfer of any Lot or Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from liability or any assessments thereafter becoming due or from the lien thereof.

Section 13. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (ii) all Common Areas as defined herein; and (iii) all property exempt from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V
MASTER ASSOCIATION

Section 1. Properties Subject to Master Association. The Properties and this Declaration are subject to the terms and conditions of the Master Covenants, and to the extent this Declaration is inconsistent with the Master Covenants, the applicable provisions of the Master Covenants shall control the inconsistent provisions of this Declaration and the By-Laws or Articles of Incorporation of the Master Association, the provisions of the Master Association By-Laws and Articles of Incorporation shall prevail.

Section 2. Designation of Representative. The Board shall elect and designate an individual who shall represent the Association with respect to voting rights in the Master Association. Such representative shall cast the Association's votes in the Master Association in the manner provided in the By-Laws of the Association.

Section 3. Assessments by Master Association. Without limiting the generality of its other powers and duties hereunder, the Association shall collect from each Owner and remit to the Master Association all annual and special assessments levied against the Lots by the Master Association, upon its receipt of proper notice of levy, within the time and manner set forth under the Master Covenants. Nothing herein shall impose any duty or obligation upon the Association to remit any sums not actually collected.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 1. Improvements. No materials, buildings, fences, walls, solar panels, mail boxes or other structures of any type whatsoever ("Improvements") shall be placed, replaced, or modified on any Lot until the construction plans and specifications showing the kind, shape, height, floor plans, exterior color scheme, and grade thereof ("Plans

and Specifications"), and the location of the same upon such Lot shall have been submitted to and approved in writing as to the quality of construction, harmony of external design and location in relation to surrounding structures and topography by the Board.

Section 2. Architectural Control Committee. At the option of the Board, the powers, rights, and duties of the Board under this Article VI may be exercised by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board (the "Committee"). Each member of the Committee shall hold office until such time as he has resigned or been removed and his successor has been appointed by an affirmative vote of Members representing seventy-five (75%) of the votes in each class of Members. Members of the Committee may be removed at any time with cause by a vote of Members representing seventy-five (75%) of the votes in each class of Members, and Members representing seventy-five (75%) of the votes in each class of Members shall have the power, through the proper execution of a written instrument to that effect, to change the membership of the Committee or to take from the Committee or restore to it any of its powers and responsibilities hereunder, provided, however, that until March 1, 1995, or until Declarant has conveyed all Lots to third party purchasers, whichever last occurs, Declarant shall have the sole right to appoint and remove the members of the Committee and to remove or restore the Committee's powers and responsibilities.

Section 3. Request of Approval. Whenever under this Article VI the approval of the Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvements or proposal in question and all other facts which, in its sole discretion, it deems to be relevant. Prior to commencement of any construction of any Improvements on any Lot, two sets of the Plans and Specifications therefor shall be submitted to the Committee. After approval or rejection of said Plans and Specifications, one set thereof shall be returned to the party submitting them, and one set shall be retained by the Committee. Construction of Improvements may not be commenced unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration within forty-five (45) days following its receipt thereof, provided, however, that failure to so act within said period shall be deemed to be the Committee's approval of the request submitted. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby will not be detrimental to the Properties as a whole and that the appearance of any Improvements effected thereby will be in harmony with the surrounding Improvement. The Committee may also promulgate rules and regulations regarding anything relevant to its function, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. The Committee may require a reasonable fee to accompany each application for approval. The Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper, including, without limitation, environmental impact statements. Until receipt by the Committee of all required Plans and Specifications and other information, the Committee may postpone review of any request for approval.

Section 4. Meetings; Written Consent. The Committee shall meet from time to time as necessary to perform its duties hereunder, provided, however, that in its discretion, the Committee may from time to time by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and/or on behalf of the Committee. In the absence of such designation, the vote of a majority of all members of the Committee, or the written consent of the majority of all members of the Committee taken with or without a meeting, shall constitute the act of the Committee.

Section 5. No Waiver. The approval or consent of the Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of

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the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or other matters subsequently or additionally submitted for approval or consent to the same for a different person.

Section 6. Interim Inspection. The Committee may inspect all work in progress and give notice of noncompliance as provided in subsection 7 (b) below. No further work shall be done, pending the resolution of the dispute, which would hamper correction of the noncomplying item if the Committee shall find that such noncompliance exists.

Section 7. Final Inspection. Inspection of completed Improvements and correction of defects therein shall proceed as follows:

A. Upon the completion of any improvements for which approved Plans or Specifications are required under this Declaration, the Owner of the Lot shall give written notice of completion to the Committee.

B. Within such reasonable time as the Committee may set, but not to exceed thirty (30) days thereafter, the Committee or its duly authorized representatives may inspect such improvements. If the Committee finds that such work was not done in strict compliance with all approved Plans and Specifications submitted, it shall notify the Owner as provided herein and in writing of such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance and shall require the Owner to Remedy the same.

C. If, upon the expiration forty-five (45) days from the date of such notification, the Owner of that Lot shall have failed to remedy such noncompliance, the Association, Board, Committee, Member or Owner may at any time commence an action at law or in equity to require the removal or reconstruction of the noncomplying Improvements.

Section 8. No Liability. Neither the Committee nor any member thereof shall be liable to any Owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its members, as the case may be. The Committee shall consider the aesthetic aspects of architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans or Specifications be deemed approval of the structural safety or engineering soundness of the Improvements, or conformity thereof with any building, zoning, or other governmental or quasigovernmental codes, rules, regulations or requirement.

Section 9. Duties of Board. At any time or times that no Committee has been established by the Board, then the powers and duties of the Committee shall be deemed vested in the Board.

ARTICLE VII

USE RESTRICTIONS

Section 1. Owner's Use of Lot. Without limiting the generality of any other provision hereof, no building shall be erected, altered or placed or permitted to remain on any Lot other than one Unit not to exceed 35 feet in height, containing not less than 650 square feet of enclosed living space, and a private garage to accommodate at least two cars. No Lot may be subdivided.

Section 2. Parking. No trucks larger than a pickup truck shall be permitted to be parked on any Lot or other portion of the Properties for a period of more than four (4) hours unless the same is screened from view of any other Lot present or is necessary in the actual construction or repair of Improvements on the Properties. No trucks larger than a pickup truck, trailers, campers or other habitable,

sewage disposal facilities is specifically prohibited.

Section 10. Setback Line. Front setbacks 20 feet from road right-of-way. Rear yard setback 15 feet and side yard setback 0 feet both sides, and 7 feet from structure to structure. Corner lots will have 20 foot side yard setbacks from road right-of-way or 20 feet from the edge of pavement on private drives. No residence shall be located on any interior lot line nearer than fifteen feet to the rear lot line. For the purpose of this covenant, eaves, steps, open porches, fireplace extensions and decks shall not be deemed a portion of the residence, provided, however, that this shall not be construed to permit any portion of a residence on a lot to encroach upon another lot. If there is any conflict between this covenant and zoning regulations of the proper governing authority, the more restrictive of such regulations shall take precedent. Notwithstanding anything contained herein to the contrary, the Declarant shall have the right, in its sole discretion, to waive minor violations of the setback requirements set forth herein. The execution and recordation of a waiver in the Public Records of Seminola County, Florida by the Declarant shall be conclusive evidence that Declarant has determined such violation(s) to be of a minor character and one which does not adversely affect substantial property rights of the Owners.

Section 11. Game and Play Structures. All basketball backboards and any other fixed game and play structures will not be permitted without approval by the Committee and, if approved, shall be located at such locations as the Committee may in its discretion approve. Tree houses or platforms of a like kind or nature will not be constructed on any part of any Lot.

Section 12. Fences. In the event Declarant elects to construct a perimeter wall along any portion of the Properties, any fence or fence wall constructed on a Lot adjacent to such perimeter wall shall not exceed the height of the perimeter wall nor a height of five feet four inches (5'4"). It shall be constructed in a manner such that the fence or fence wall from its closest point to the perimeter wall shall gradually increase to its maximum height over an eight (8) foot span from the perimeter wall. No fence or fence walls shall be constructed, erected or maintained on or around any portion of a Lot that is in front of the front setback line of the Unit. Corner Lots shall be deemed to have two front Lot lines for the purpose of this section only. No fence or fence wall shall be constructed of chain link material nor exceed a height of six (6) feet. All fences shall be erected in such a manner that the finished side faces out and the fence posts are located on the inside of the fence.

Section 13. Commercial Usage. No business building, machine shop or other industrial or commercial structure or building devoted to commercial or public enterprises shall be erected or used on any Lot and no business which attracts any customers or clients to a Lot shall be conducted or carried on or be practiced upon any Lot or any Unit or accessory building constructed thereon, except that buildings may be erected and used by Declarant, its successors, assigns or designees for use in developing and marketing the Properties.

Section 14. Repairs of Motor Vehicles. No motor vehicles, campers, trailers, boats or recreational vehicles shall be rebuilt or repaired, except in the garage area or in the driveway of any Lot and under no circumstances shall such repairs be performed if the same result in the creation of an unsightly or unsafe condition as determined by the Committee for a period of longer than twenty-four (24) hours.

Section 15. Landscaping. All portions of any Lot not used for improvements shall be landscaped utilizing "long lived" ground cover, sod, shrubs, trees and other materials. Every Lot improved with a Unit shall be landscaped as soon as possible, as approved by the Committee. The landscaping of each Lot having once been installed shall be maintained in a neat, attractive, slightly and well kept condition, which shall include lawns mowed, hedges trimmed, adequate watering, replacement of dead, diseased or unsightly materials, removal of weeds

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and debris and appropriate pruning of plant materials.

Section 16. Reflective Glass. No reflective glass windows shall be utilized in any Improvements constructed within the Properties.

Section 17. Utility Connections. All utility connections installed in the Properties including all electrical and telephone connections and installations of wires to buildings, television, microwave or radio connections shall be made underground from the nearest available source, except that during the construction of a building structure, the Declarant or other builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction. No transformer, gas or other meter of any type or other apparatus shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the Lot and where placed on the surface shall be adequately screened and fenced. Notwithstanding the aforementioned restrictions of this Section 17, electric meters may be installed on the side of a Unit. The location of all such transformers and other apparatus shall be subject to the prior approval of the Committee, in accordance with Article VI hereof.

Section 18. Mechanical Equipment. No heating, air conditioning, electrical or other equipment shall be installed on the roof of any building or structure or hung on exterior walls unless the same is installed or hung by the Declarant or is enclosed, screened, covered and installed so as to be an integral part of the architectural design of the building to which said equipment is attached or related in a manner which shall first have been approved in writing by the Committee in accordance with Article VI hereof, except that solar energy collectors or panels, if used, may be installed on the roof of any building or structure or in any exposed location, if harmoniously done and if approved by the Committee in its sole discretion, in accordance with Article VI hereof.

Section 19. Antenna. No television or radio masts, satellite dish, towers, poles, antennas, aeriels, wires or electro-magnetic devices, or appurtenances thereto, shall be erected, constructed, or maintained on any Lot in such a manner as to be visible from the exterior of such Lot. Without limitation of the foregoing, all television antennas shall be erected and maintained completely inside the residence on each Lot and shall be of an "attic type" or such other similar type.

Section 20. Swimming Pools. Any swimming pool constructed on any Lot shall be subject to all applicable governmental or quasi-governmental codes, permits or regulations in addition to the following minimum restrictions, reservations and conditions:

A. No above ground pools will be permitted. Pool water level must be maintained at all times at or within one (1) foot of the developed Lot grade.

B. On interior Lots, the Outside edge of any pool may not be closer than ten (10) feet to the side Lot line nor closer than fifteen (15) feet to the rear Lot line. Corner Lots will be reviewed by the Committee on an individual basis.

C. No screening of pool area may be closer than ten (10) feet to the side Lot line on interior Lots. Corner Lots will be reviewed by the Committee on an individual bases.

D. Pool screening may not be higher than sixteen (16) feet or the highest edge of the roof, whichever is lower.

E. No overhead electrical wires shall cross the pool. All pool lights other than underwater lights must be a minimum of four (4) feet from the edge of the pool.

F. The pool itself must be enclosed with a fence not less than

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five (5) feet in height. Entrance gate to be the back yard, or the pool itself, as the case may be, is to be constructed with a self-closing latch placed at least forty (40) inches above the ground. The fence of a neighbor, where sufficient to meet above standards, may be utilized to secure a pool.

Section 21. Water. No individual water supply system shall be permitted on any parcel without the approval of the Committee. The above does not restrict the right of any Owner to install, operate and maintain a water well on his Lot for use restricted to swimming pool and/or irrigation purposes.

Section 22. Right of Entry. Following thirty (30) days' written notice to the Owner, at his last known address on the Association's records, that the Association or the Committee has determined that any Lot or the exterior of any Unit or other Improvement located thereon is in need of repair or maintenance and is detracting from the overall appearance of the Properties, or that the Owner or any of his guests or tenants have violated any provision of the Declaration, then the Association, its agents and employees, shall have the right, after complying with the notice provision of Article IV, Section 10, to enter his Lot in a peaceful manner in order to maintain, repair, or remove any Improvements or any other condition existing on any Lot or the exterior of any Unit in violation of this Declaration. The cost of such action may be levied as a fine and assessed against that Owner and his Lot as provided more particularly in Article IV, Section 10. Actions permitted hereunder include, without limitation, painting, repair, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, landscaping sod, fences, walls, driveways and other exterior Improvements.

*NO
How do we
change
this?*

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall each have the independent right to enforce, by any proceeding at law or in equity, all restrictions, condition, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, except that the rights set forth in Article VII, Section 22, shall be reserved exclusively in the Association. Failure by the Association or by 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. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorneys' fees including attorneys' fees through appellate proceedings.

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

Section 3. Duration; Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in the Properties. Any amendment must be recorded and shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, personal representatives, guardians, successors and assigns, and shall inure to the benefit of each owner thereof.

Section 4. FHA/VA Approval. As long as there is a Class B membership, any amendments to this Declaration of Covenants, Conditions and Restrictions, any dedication of Common Area, or annexation of additional land will require the prior approval of the Federal Housing

Administration or the Veterans Administration.

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

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officers, this 11th day of January, 1988.

J. E. JONES CONSTRUCTION COMPANY
a Missouri corporation

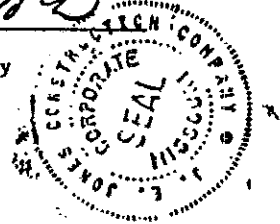
Bernice M. Pasch

Thomas G. Jones
Thomas G. Jones
Vice President

Larry W. Toler

ATTEST: Larry W. Toler
Larry W. Toler
Asst. Secretary

(SEAL)



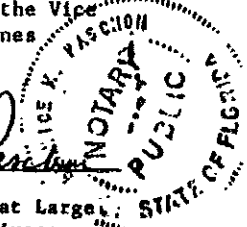
STATE OF FLORIDA)
COUNTY OF Sevier)

The foregoing instrument was acknowledged before me this 11th day of January, 1988, by Thomas G. Jones and Larry W. Toler, the Vice President and the Assistant Secretary, respectively, of J.E. Jones Construction Company, a Missouri corporation, on behalf of the corporation.

Bernice M. Pasch
Notary Public

State of Florida at Large
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires June 26, 1990
Bonded thru Huckleberry, Sibley & Harvey Insurance and Bonds, Inc.



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