

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

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 changes 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 the rights and powers with respect to the Common Area to which the Owners' uses and rights are subject as set forth in Article II hereof, and such other rights and powers 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 Property and the safety and welfare of the residents of the Property. Such powers and duties shall include, without limitation:

- (a) Maintenance, improvement, and operation of any Common Area.
- (b) Providing night watchmen 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 Property and not billed to Owners of Lots.
- (d) Payment of operating expenses of the Association.
- (e) Management, maintenance, improvement, and beautification of any parks, lakes, ponds, buffer strips, entrance way signs, and boundary fences.
- (f) Maintenance and beautification of entrance way, rights of way, and acquisition, maintenance, repair and replacement of direction of markers and signs installed by Declarant and not maintained by governmental authorities.
- (g) Doing any other thing necessary or desirable, in the judgment of the said Association, to keep the Property neat and attractive or to preserve and enhance the value of the Property, or to eliminate fire, health, or safety hazards, or, which in the judgment of the said Association, may be of general benefit to the Owners.
- (h) A reasonable right of entry upon any unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the project.
- (i) The right to grant permits, licenses, and easements over the common areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

(j) Maintain in effect casualty and liability insurance and fidelity bond coverage as specified in the FNMA Lending Guide, Chapter Three, Part Five, Insurance Requirements.

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 (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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(s) shall be the Declarant and any person or entity who has acquired its Lot for the purpose of constructing a Unit thereon and which such Unit is unoccupied or unsold, and shall be entitled to four (4) 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 sooner:

(a) Seventy-five percent (75%) of the Units are deeded to Owners, or

(b) on December 31, 1992.

Section 4. Initial Fee. At the first time any Lot is conveyed to a Class A member, a one-time fee of one hundred dollars (\$100.00), representing a working capital contribution to the Association, shall be paid to the Association at the time such conveyance is closed.

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 covenants 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; (3) non-uniform assessments levied by the Association against his Lot; and (4) special assessments or liens levied by any governmental entity against his Lot for past or current or future services or improvements, all such assessments to be established and collected as hereinafter provided. All assessments, together with interest, costs, and reasonable attorneys' fees shall be charged on the Lot upon which they are assessed from the date of recordation of notice thereof in the Public Records of Osceola 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 is the Owner of such Lot at the time when the assessment fell due, and all subsequent Owners until paid, except as provided herein with respect to Special Assessments which may be imposed on one or more Lots and Owners to the exclusion of others. All Assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction equally. Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

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 Property, for the improvement and maintenance of the Common Area, and for the other lawful objectives of the Association.

Section 3. Assessment Allocation. Uniform assessments 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, or for any person who had acquired his Lot for the purpose of constructing a Unit thereon, and while such Unit is unoccupied and unsold, shall be nil.

Section 4. Maximum Annual Regular Uniform Assessment. The maximum annual regular assessment for each Lot owned by a Class A member shall be fifteen dollars (\$15.00) per month, except as provided by law and in the preceding Section 3.

From and after the first day of the first January following twelve (12) calendar months following the first conveyance of a Lot to a Class A member, the maximum annual regular uniform assessment may be increased each year, but may not be increased more than twenty percent (20%) above the maximum regular uniform assessment for the previous year unless such increase is approved by a majority vote of eighty percent (80%) of the Class A 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 seventy-five percent (75%) 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 and Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under 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 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 7. Uniform Rate Assessments. Both uniform and 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.

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 assessments 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 assessments 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 maintain his Lot, the exterior of his Unit, or any other improvements thereon in the manner required hereunder, fails to abide by and keep the other restrictions herein, or violates any rules and regulations duly promulgated by the Committee or by the Association, or if any tenant, guests, or family members of any Owner fails to abide by and keep such restrictions or violate 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 violations, the action required to cure that 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 the Owner. Such fine may not exceed one hundred dollars (\$100.00) per violation, unless the Association has exercised its rights under Article VI, Section 24, 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 assessments 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, or may file a lien against the Lot upon which they were assessed. Such lien shall be subordinate to the lien of any

first mortgage. 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 assessment 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.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Improvements. No materials, buildings, roofs, fences, walls, solar panels, other structures, or exterior landscaping schemes ("Improvements") shall be placed, replaced, or modified on any Lot or any other portion of the Property until the construction plans and specifications showing the kind, shape, height, floor plans, exterior color scheme, and grade thereof or, with respect to landscaping, such information as the Board may require ("Plans and Specifications"), and the location of the same upon such Lot or other portion of the Property shall have been submitted to and approved in writing as to conformity with the requirements of this Declaration, 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 V 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 seventy-five percent (75%) of the Owners. Members of the committee may be removed at any time with cause by a vote of seventy-five percent (75%) of the Owners, and seventy-five percent (75%) of the Owners shall have the power, through 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 January 1, 2001, Declarant shall have the sole right to remove or restore the Committee's powers and responsibilities. Such right may be waived by Declarant in its sole discretion, but no such waiver shall be effective unless it shall be set forth in a written instrument signed by Declarant.

Section 3. Requests for Approval. Whenever under this Article V 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, 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

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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 not 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 Property as a whole, and that the appearance of any Improvements effected thereby will be in harmony with the surroundings Improvements. 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. Action by Committee. 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 adopt in writing, designate one of its members to take any actions 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, shall constitute the act of the Committee.

Section 5. No Waiver. The approval or consent of the Committee to any Plans and Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any rights to withhold approval of consent as to any Plans or 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 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 and 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 five (5) 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 of forty-five (45) days from the date of such notification, the Owner of the Lot shall have failed to remedy such noncompliance, the Committee may commence an action at law or in equity to require 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 and Specifications be deemed approved of, the structural safety or engineering soundness of the Improvements, or conformity thereof with any building, zoning, or other codes.

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

ARTICLE VI

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 thirty-five (35) feet in height, and containing not less than eight hundred and fifty (850) square feet of enclosed living space, and an enclosed private garage to accommodate at least one (1) car. No Lot may be subdivided.

Section 2. Parking. No trucks used primarily for commercial use, trailers, campers, or other habitable vehicles of any type, boats or boat trailers shall be parked overnight or for more than four (4) daylight hours within the Property unless parked in a completely enclosed garage or otherwise not visible from the front of any Lot. No vehicle of any type shall be permitted within the Property unless the same has a current licence tag and, if required by law, an inspection sticker, issued in accordance with the laws of the State of Florida. No junk or abandoned vehicles of any type shall be permitted within the Property. Vehicles shall include, without limitation, motor cycles.

Section 3. Signs. No signs of any kind shall be displayed to the public view on any Lot except for one (1) professional sign of the builder or contractor and one (1) professional "For Sale" sign. In any event, no sign shall be larger than six (6) square feet.

Section 4. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or

in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot.

Section 5. Livestock, Poultry, and Nuisances No noxious or offensive trade or activity, including, but not limited to, the raising of or keeping of chickens, goats, pigs, horses, cattle, or other animals shall be carried on upon any Lot, but the foregoing shall not be construed as to prohibit the raising or keeping of domestic pets provided they are not kept or bred or maintained for commercial purposes, and are kept inside the Unit or on a leash or within a fenced area, nor shall anything be done on any Lot which may be or become a nuisance or an unreasonable annoyance to the neighborhood. No pets shall be allowed to run free and unattended in the neighborhood.

Section 6. Clothes Lines. All clothes lines shall be placed at the rear of and within the area encompassed by a rearward extension of the side lines of the Unit and shall not be visible from the street.

Section 7. Prohibited Structures. No portion of any Improvement shall be occupied as a residence prior to the completion of the entire Unit as evidenced by a final and unconditional Certificate of Occupancy. Therefore, no trailer, tent, shack, garage, shed, barn, or other outbuilding or any other structure of a temporary character may be erected or placed upon any Lot, or at any time used as a residence, either temporarily or permanently. Notwithstanding the foregoing, however, temporary facilities may be constructed and maintained by Declarant for the purpose of constructing Units and selling Lots.

Section 8. Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or rubbish shall be kept in sanitary containers and shall not be visible from the street except during pickup, when required to be placed at the curb. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. There shall be no burning of trash at any time.

Section 9. Easements. Easements for installation and maintenance of utilities and drainage facilities in the Common Area are reserved as shown on the recorded Plat of the Property. Within these easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage facilities in the easement areas, or which may obstruct or retard the flow of water through drainage facilities therein. The easement areas of each Lot and all Improvements therein shall be maintained continuously by the Owner of the Lot, except those Improvements for which a public authority or utility company is responsible.

Section 10. Setback Lines. No Unit shall be located on any Lot nearer to the front, side, or rear Lot lines than the minimum building setback lines as shown on the recorded Plat of the Property. For the purpose of this provision, eaves, steps, open porches, and decks shall not be deemed a portion of the Unit, but nothing herein shall be construed to permit any Improvements to encroach upon another Lot.

Section 11. Fences. 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

Lot. Corner Lots shall be deemed to have two (2) front lines for the purpose of this section. Fences shall be of cedar or such other materials approved by the Architectural Review Committee and must be kept in good condition and repair. No fencing of chain link or other wire materials are permitted to remain on any Lot. No fence or fence wall shall exceed a height of six (6) feet, except any fence or fence wall constructed on a Lot adjacent to the subdivision perimeter wall shall be constructed in such a manner that commencing at a point no less than ten (10) feet in distance from a perimeter wall the fence or fence wall shall be gradually decreased to the perimeter wall height so that at its closest point to the perimeter wall, the fence and the perimeter wall are of the same height or the fence is of a lesser height. 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 12. Roofs. Flat, built-up roofs shall be permitted only over Florida rooms, porches, or patios at the rear of the Unit. All other roofs shall be pitched and constructed with fiberglass shingles to conform to existing roofs or other roofing, if approved by the Committee.

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 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 Property.

Section 14. Repairs of Motor Vehicles. No inoperative cars, trucks, trailers, motor cycles, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the subdivision. No boats, campers, or recreational vehicles shall be allowed to be parked for over twenty-four (24) hours in front of the residence, or, in the case of a corner Lot, on the corner or in front of a Unit. Under no circumstances shall such repairs be performed if the same results in the creation of an unsightly or unsafe condition as determined by the Committee.

Section 15. Landscaping. All portions of any Lot not used for improvements shall be landscaped, within one (1) year after issuance of a Class A membership, utilizing "long lived" ground cover, sod, shrubs, trees, and other materials. Every Lot improved with a Unit shall be landscaped as approved by the Committee. The landscaping of each Lot, having once been installed, shall be maintained in a neat, attractive, sightly, and well kept condition, which shall include lawns mowed, hedges trimmed, adequate watering, replacement of dead, diseased or unsightly materials, removal of weeds 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 Property.

Section 17. Landscape Buffer. A buffer for planting is reserved along certain Lots as shown in the Plat. The

Home Owners' Association will own and maintain this buffer as stated in Article I, Section 4 "Common Area."

Section 18. Tracts A, C, E, and F. Tracts A, C, E, and F, as shown in the Plat, will be owned and maintained by the Home Owners' Association as stated in Article I, Section 4 "Common Area."

Section 19. 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 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 V 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 V hereof.

Section 20. Antenna. No television antenna, other antenna, radio masts, aerials, wires, power poles, electromagnetic devices or appertenances thereto, microwave dish, or similar device of any type shall be erected, installed, or maintained on the exterior of any Lot or upon any improvement within the Property without the prior permission of the Committee and provided same is not visible from any other Lot or street.

Section 21. 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 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. Pools will be located in rear yards only.

(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 ten (10) feet to the rear Lot line. Corner Lots will be reviewed by the Committee on an individual basis.

(c) No screening of pool areas may be closer than five (5) feet to the side Lot line on interior Lots. Corner lots will be reviewed by the Committee on an individual basis.

(d) Pool screening may not be higher than sixteen (16) feet or the higher 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 four (4) feet from the edge of the pool.

(f) The pool itself must be enclosed with a fence not less than five (5) feet in height or enclosed with screening. Entrance gate to 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 the above standards, may be utilized to secure a pool.

Section 22. 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 23. Right of Entry. Following thirty (30) days' written notice to the Owner, at his last know address on the Association's records, that the Association or the Committee has determined that any Lot, the exterior of any Unit is in need of repair or maintenance, is detracting from the overall appearance of the Property, or that the Owner or any of his guests or tenants have violated any provisions of this Declaration, then the Association, its agents and employees, shall have the right, after complying with the notice provisions 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 the 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, landscaping, sod, downspouts, exterior building surfaces, trees, shrubs, fences, walks, driveways, and other exterior Improvements.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, except that the rights set forth in Article VI, Section 23, shall be reserved exclusively in the Association. Failure by the Association or by any Owner to enforce any Covenants, Conditions, and Restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action of enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorneys' fees, including attorneys' fees through appellate proceedings.

Section 2. Duration/Amendment. The Covenants, Conditions, 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 owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded.

Section 3. FHA/VA/FNMA Approval. As long as there is a Class B membership, any amendments to this Declaration of Covenants, Conditions, and Restrictions, and dedication of Common Area, or annexation of additional land will require the prior approval of the Federal Housing Administration, the Veteran's Administration, or the Federal National Mortgage Association.

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 28th day
of February, 1989.

WITNESSES:

PARK SQUARE ENTERPRISES, INC.
A FLORIDA CORPORATION

Kristine A. Stapp

BY:

Suresh K. Gupta
Vice President/Secretary
Park Square Enterprises

Kathy Caruso

ATTEST:

(SEAL)

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me
this 28th day of February, 1989, by Suresh K.
Gupta, Vice President and Secretary of Park Square, a
Florida Corporation on behalf of that Partnership.

Kathy K. Patrick
Notary Public
State of Florida at Large
My Commission Expires

This Instrument was prepared by:

Suresh K. Gupta

815 Orienta Ave Suite 101
Altamonte Springs, Florida, 32701

Notary Public, State of Florida
My Commission Expires Oct 26, 1989
Bounded this 1st day of February 1989

EXHIBIT "A"

From the southwesterly corner of Lot 3 of Lake Cecile Park Addition No. 1 as recorded in Plat Book 1, page 321, of the Public Records of Osceola County, Florida; Run S 55° 03' 36" E along the South line of said Lot 3, a distance of 47.09 feet to the point of beginning; run thence S 03° 23' 47" W, a distance of 399.84 feet; run thence S 89° 11' 24" E parallel to the South line of Section 11, Township 25 South, range 28 East, Osceola County, Florida, a distance of 1,239.87 feet to a point on the East line of said Section 11, said point being 50.00 feet north of the Southeast corner of said Section 11, run thence N 00° 34' 40" E along said East line, a distance of 1,258.47 feet to the Southwest corner of Lake Cecile Park Addition No. 3, as recorded in Plat Book 1, page 394 of the Public Records of Osceola County, Florida; Run thence N 00° 31' 35" E, a distance of 331.04 feet to the Southeast corner of Lake Cecile Park Addition No. 4, as recorded in Plat Book 2, page 73, of said Public Records; Run thence N 70° 49' 58" W, along the South line of said Addition No. 4, a distance of 428.66 feet; continue along said South line, S 89° 01' 18" W, a distance of 494.99 feet to the Southwest corner of said Addition No. 4; Run thence N 60° 45' 13" W, a distance of 61.84 feet to the Southeasterly corner of Lot 1 of Lake Cecile Park Addition No. 1 as recorded in Plat Book 1, page 321, of aforesaid Public Records; run thence Northwesterly, along a 450.69 feet radius curve concave to the Northeast, 67.43 feet (chord bearing N 59° 52' 24" W; chord = 67.37 feet) to the end of said curve; continue along the South line of said Addition No. 1, N 55° 03' 36" W, a distance of 185.11 feet to the point of beginning.

Also known as Montego Bay as recorded in Osceola County Plat Book 5, Page 174, 175 and 176.

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FILED, RECORDED AND
RECORD VERIFIED
MEL WILLS, JR., CLK CIR. CT.
OSCEOLA COUNTY

av

(Tad)

D.C.