

**SPRINGS LANDING**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS, that this 1997 Springs Landing Declaration of Covenants and Restrictions ("Declaration"), is made and entered into on this 6th day of November, 1997, by SPRINGS LANDING HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida (the "Association").

**WITNESSETH:**

WHEREAS, SPRINGS LANDING VENTURE, a Florida General Partnership ("Developer") was the owner of certain real property and anticipated acquiring additional real property (collective "The Property");

WHEREAS, the Developer sought to create on The Property a residential community of single-family residential dwellings with recreational areas, green belt areas, and other common facilities for the benefit of said community;

WHEREAS, the Developer desired to provide for the preservation of the values and amenities in said community and for the maintenance of the street lights, recreational areas, green belt areas, and other common facilities; and, to that end, desired to subject The Property to the covenants, restrictions, easements, charges and liens, set forth in that certain Springs Landing Declaration of Covenants and Restrictions dated June 23<sup>rd</sup>, 1980 and recorded in the Official Records Book 1284, Page 1554, and rerecorded in the Official Records Book 1286, Page 1867, of the Public Records of Seminole County, Florida (the "Original Declaration"), each and all of which is and are for the benefit of The Property and each Owner (as defined in Article I) thereof;

WHEREAS, the Developer deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which would be delegated and assigned the powers of maintaining and administering the common facilities and recreational areas, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges created in the Original Declaration;

WHEREAS, the Developer incorporated the Association to exercise such functions during the course of the development of The Property and continuing thereafter under the direction of the Owners of The Property;

WHEREAS, the Developer declared that The Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth in the Original Declaration;

WHEREAS, pursuant to the terms of the Original Declaration, on December 23, 1981 the Developer filed a Supplementary Declaration of Covenants and Restrictions for Springs Landing, Units Three and Four, which was recorded in Official Records Book 1370, Page 989 of the Public Records of Seminole County, Florida (the "Supplemental Declaration") and thereby extended to scheme and operative effect of the Original Declaration to certain additional real property;

WHEREAS, the Original Declaration has been amended by the Association by a First Amendment dated July 8, 1981 and recorded in Official Records Book 1346, Page 1439; by Second Amendment dated October 12, 1982 and recorded in Official Records Book 1417, Page 884; by a Third Amendment filed February 27, 1986 and recorded in Official Records Book 1713, Page 717; by a Fourth Amendment filed July 18, 1989 and recorded in Official Records Book 2088, Page 761; by a Fifth Amendment filed March 13, 1991 and recorded in Official Records Book 2273, Page 1487; by a Sixth Amendment filed April 15, 1992 and recorded in Official Records Book 2415, Page 110; by a Seventh Amendment filed April 15, 1992 and recorded in Official Records Book 2415, Page 111; by an Eighth Amendment filed December 6, 1993 and recorded in Official Records Book 2690, Page 525; by a Ninth Amendment filed March 16, 1995 and recorded in Official Records Book 2892, Page 1876; and by a Tenth Amendment filed September 13, 1996 and recorded in Official Records Book 3129, Page 1343; Public Records of Seminole County, Florida (collectively, the "Declaration Amendments");

WHEREAS, the Original Declaration provided for an Architectural Control Committee Planning Criteria (the "Original Planning Criteria"), attached thereto as Exhibit A;

WHEREAS, the Original Planning Criteria has been amended by the Association by the Second Amendment (to the Original Declaration) dated October 12, 1982 and recorded in Official Records Book 1346, Page 1439 of the Public Records of Seminole County, Florida; by a First Amendment filed March 13, 1991 and recorded in Official Records Book 2273, Page 1485; and by a Second Amendment filed October 17, 1995 and recorded in Official Records Book 2980, Page 1964; Public Records of Seminole County, Florida (collectively, the "Planning Criteria Amendments");

WHEREAS, the Association desires to incorporate the Supplemental Declaration, the Declaration Amendments and the Planning Criteria Amendments into the Declaration and a 1997 Springs Landing Architectural Control Committee Planning Criteria (the "Planning Criteria"), which documents would give effect to all amendments and modifications filed of record to date;

WHEREAS, the Developer has completed the development of The Property and is no longer affiliated with the Association and the Association desires to revise the Original Declaration and the Original Planning Criteria to delete references to the Developer;

WHEREAS, the Association also desires to reorganize, clarify, simplify and further amend the Original Declaration and the Original Planning Criteria; and

WHEREAS, to accomplish these, goals, the Board of Directors of the Association has prepared and unanimously adopted this Declaration and the Planning Criteria attached hereto as Exhibit A.

NOW, THEREFORE, the Association declares that The Property shall be held, transferred sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration.

## **ARTICLE I** **DEFINITIONS**

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Additions to The Property" shall mean and refer to real property other than The Property which becomes subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof There shall be no restriction on the number of Additions to The Property nor shall there be any restrictions as to the number of Lots contained within each Addition to The Property.

(b) "Common Property" shall mean and refer to those areas of land shown on the recorded subdivision plat of The Property and Additions to The Property intended to be devoted to the common use and enjoyment of the Owners of The Property and Additions to The Property, except, however, Common Property shall not include any green belt areas or utility easements located within a Lot as shown on the plat of the Property, nor shall Common Property include any numbered platted Lot within The Property and Additions to The Property intended for residential use.

(c) "Lot" shall mean and refer to any plot of land shown on the recorded subdivision plat of The Property and Additions to The Property, with the exception of Common Property heretofore defined. The word Lot shall also include the residence located thereon when a residence has been constructed on the Lot ,

(d) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article I'll, Section I, hereof

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Property and Additions to The Property but, notwithstanding any applicable theory of law or mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "The Property" shall mean and refer to .SPRINGS LANDING UNIT TWO, per the recorded plat in Plat Book 24, Pages 27 through 29, Public Records of Seminole County, Florida; SPRINGS LANDING UNIT THREE, per the recorded plat in Plat Book 25, Pages 81 through 82, Public Records of Seminole County, Florida; and SPRINGS LANDING UNIT FOUR, per the recorded plat in Plat Book 25, pages 83 through 85, Public Records of Seminole

County, Florida, and such additions thereto as may hereafter be brought within the jurisdiction of the Association or annexation as provided herein.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS**  
**DECLARATION AND ADDITTONS THERETO**

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to The Property.

(a) Subject to the approval of the Members,, the Association may, from time to time, cause additional lands to become subject to this Declaration, which additional lands have been defined herein as Additions to The Property. Additions to The Property, if any, shall be developed and platted in a manner which, in the opinion of the Association, provides for the preservation of the values and amenities of The Property with reasonable portions of said real property set aside for green belt areas and other common facilities as may be designated on such plats.

(b) Subject to the approval of the Members, the additions authorized under this and the succeeding subsections, shall be made by the Association executing and filing of record a Supplementary Declaration of Covenants and Restrictions, with respect to the Additions to The Property, extending the scheme of the covenants and restrictions of this Declaration to such property; and such Supplementary Declaration may contain such complementary additions as may be necessary to reflect the different character, if any, of the Additions to The Property and as are not inconsistent with the scheme of this Declaration. In no event, however, shall the Supplementary Declaration contemplated by this subsection revoke, modify or add to the covenants and restrictions established by this Declaration within The Property.

Section 3. Mergers. Upon a merger or consolidation of the Association with another association as provided in the Association's Articles of Incorporation ("Articles"), 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 Association as a surviving corporation pursuant to a merger.

The surviving or consolidated association may administer the covenants and restrictions established by the Declaration upon The Property and Additions to The Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration within The Property and Additions to The Property, except as hereinafter provided.

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership. Every Owner shall be a Member of the Association, No person or entity who holds record title of a fee or undivided fee interest in any Lot merely as security for the performance of any obligation shall be a Member.

Section 2. Voting. A Member shall be entitled to one vote for each Lot for which the Member is record owner of fee simple title, or Owner. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and 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 such Lot.

**ARTICLE IV**  
**PROPERTY RIGHTS IN THE COMMON PROPERTY**

Section I: Use of Green Belt-Areas and Common Property. Every Owner shall have a license and right of enjoyment in and to the green belt areas located within any Lot designated on the plat of The Property and Additions to The Property, and a license and right of enjoyment in and to the Common Property located within The Property and Additions to The Property, and such license shall include the privilege of ingress and egress over, through, and across said green belt areas and Common Property.

Section 2. Title to Common Property. Title to the Common Property shall be held by the Association. In the event all or any portion of the Common Property which does not lie within a platted Lot of the Property or Additions to The Property, and which is designated on this date as a flood prone area by Seminole County shall be offered for sale, Seminole County shall have the first right to acquire said Common Property lying below the flood prone line

established on this date for a purchase price of One Dollar (\$1.00). Seminole County shall be notified in writing by the Association in the event of such offer for sale and Seminole County shall have thirty (30) days from receipt of such notice to exercise and close on its right to acquire same. If Seminole County fails to exercise and close on its right to acquire said property, then the Owners may offer the Common Property for sale to third parties and Seminole County shall have no further rights therein.

Section 3. Title to Green Belt Area. To the extent the plat of The Property or Additions to The Property provides for green belt areas and easements within the Lots designated on the plats, each Owner shall acquire fee simple title in the Lot including the green belt area and easements located within said Lot, subject to the terms of this Declaration, to the rights of the Association to use those green belt areas and easements as set out in Section 4 of this Article and further subject to the license granted in Section 1 of this Article to all Owners of Lots within The Property and Additions to The Property.

Section 4. Easement Reserved Unto the Association Over Green Belt Area. Easement Area and Common Property. The Association hereby reserves unto itself an easement over, upon, under and across all Common Property and the easements, and green belt areas within the Lots shown on any recorded plat of The Property or Additions to The Property and such easement shall include, but shall not be limited to, the right, to use the Common Property and the easements and green belt areas on the Lots to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences, or private conveniences designed to benefit the Owners and The Property and Additions to The Property (for example, cable television) or make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe installation and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Association to provide or maintain any such utility or service. The easement being reserved herein shall include the right of the Association to grant and transfer any such easement to the company furnishing the service or utility through the Common Property and the easements and green belt areas on the Lots.

Section 5. Extent of Members' Rights. The license, easement and right of

enjoyment created hereby shall be subject to the following:

(a) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Property, and in aid thereof; to mortgage said property. In the event of a default upon any such mortgage the lender shall have a right (i) to take possession of such properties, to charge admission and other fees as a condition to continued enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possessions of such properties shall be returned to the Association and all rights of the Owners hereunder shall be fully restored, or (ii) to foreclose the mortgage and have the Common Property sold at foreclosure sale;

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure;

(c) the right of the Association, as provided in its Articles and Bylaws; to suspend the membership rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Property; and

(e) the right of the Association to dedicate or transfer fee simple interest in all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided, however, that no such dedication or transfer of a fee simple interest in the Common Property, determination as to the purposes or as to the conditions thereof shall be effective unless written notice of the proposed dedication or transfer and action there under is sent to every Member at least thirty (30) days in advance of any action taken; and unless an instrument signed by Members entitled to cast in accordance with Article III, Section 2 hereof two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition.

## **ARTICLE V** **EASEMENTS**

Section 1. Owners' Rights and Duties: Utilities. The rights and duties of

the Owners with respect to water, sewer, electricity, gas, telephone lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections, water house connections, electricity, gas and telephone lines or drainage facilities are Installed within The Property, the Owners of any Lot served by said connections, lines or facilities shall have the right to enter upon the Lots, or to have utility companies enter upon the Lots, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections, lines or facilities, as and when the same may be necessary, subject to the requirement of repair and restoration as set form below.

(b) Wherever sanitary sewer house connections, water house connections, electricity, gas and telephone lines or drainage facilities are installed within The Property, which connections serve more than one (1) Lot, the Owner of each Lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot. In the event that an Owner or a public utility company serving such Owner enters upon any Lot in furtherance of the foregoing, such Owner shall be obligated to repair such Lot and restore it to its condition prior to such entry.

## **ARTICLE VI** **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot within The Property or Additions to The Property who is also a Member by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association:

- (a) annual assessments or charges; and
- (b) special assessments for capital improvements.

The Association shall cause such assessments to be *fixed*\* established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest

thereon and cost of collection: thereof as are hereinafter provided, including 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

If the assessments are not paid on the date when due, (being the date specified in either Section 3 or Section 4), then said assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, including reasonable attorneys' fees thereon, become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title-unless expressly assumed by them, or unless the Association causes a lien to be recorded in the Public Records of Seminole County giving notice to all persons that the Association is asserting alien upon the Lot A Fifty Dollar (\$50.00) lien fee shall be payable to the Association, if it becomes necessary for the Association to file a claim of lien against a Lot, and payment of said lien fee shall be secured by the lien.

If the assessment-is not paid within thirty (30) days after it becomes delinquent, the assessment shall bear interest from the date it becomes delinquent at the rate often percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment, the stated interest, together withthe lien fee, costs of the action, including reasonable attorneys' fees whether or not judicial proceedings are involved, and reasonable attorneys' fees and costs Incurred on any appeal of a lower court decision. . .

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association and prompting the recreation, health, safety, and welfare of me residents in The Property and Additions to The Property and in particular for the improvement and maintenance of the Common Property, properties, services and facilities which have been constructed, installed or furnished, or may subsequently be constructed, installed or furnished, which are devoted to the purpose and related to the use and enjoyment-of the Common Property and of the residences situated upon The Property and Additions to The Property, including, but not limited to:

- (a) Payment of operating expenses of the Association;
- (b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs, and costs of controlling and regulating traffic on the access ways;
- (c) Maintenance, improvement and operation of drainage easements and systems;
- (d) Management, maintenance, improvement and beautification of lakes, ponds, buffer strips, and recreation areas and facilities and all other Common Property, and improvements thereon;
- (e) Garbage collection and trash and rubbish removal, but only when and to the extent specifically authorized by the Association;
- (f) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association;
- (g) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and/or in furnishing the services and facilities provided herein to or for the Members of the Association;
- (h) Supplement municipal services; (i) Enforce any and all covenants, restrictions and agreements applicable to The Property;
- (j) Own, lease, acquire, build, operate and maintain roads, recreation parks, playgrounds, swimming pools, golf courses, commons, streets, footways, including buildings, structures and personal property incident thereto;
- (k) Repayment of funds and interest thereon, which have been or may be borrowed by the Association for any of the aforesaid purposes;
- (l) Payment of taxes and insurance on the Common Property exclusive of green belt areas and easements located within Lots in The Property and Additions to The Property; and
- (m) Doing any other thing necessary or desirable, in the judgment of the

Association, to keep The Property and Additions to The Property neat and attractive or to preserve or enhance The value of The Property and Additions to The Property, or to eliminate fire, health or safety hazards, or, doing any other thing which, in the judgment of the Association, may be of general benefit to the Owners.

Section 3. Annual Assessments. Except as modified by Section 5 below, the maximum annual assessment shall be Three Hundred Seventy-Five Dollars (\$375.00) per Lot. The annual assessment for any calendar year shall become due and payable to the Association on the first day of January of the year. The Association may in its discretion provide for quarterly payments of annual assessments payable January 1, April 1, July 1, and October 1 of each year, provided, however, in the event an Owner fails to make payments in accordance with any such quarterly payment schedule established by the Association, the Association may declare the entire unpaid annual assessment immediately due and payable. The Association's Board of Directors may adjust the annual assessment up to the maximum after the end of each calendar year. The Board shall provide notice to each Owner of a change in the annual assessment no later than December 1 of the preceding calendar year. The annual assessment should be prorated in the year of initial purchase of a newly constructed residence.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized by Section 3 hereof the Association may levy in any calendar year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part; the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvements upon the Common Property, including the necessary fixtures and personal property related thereto provided that any such assessment, shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The due date of any special assessment shall be set at thirty (30) or more days after approval by the membership and shall be fixed in the resolution authorizing such assessment

Section 5. Change in Maximum of Annual Assessments. The Association may change the maximum of annual assessments prospectively, provided that

any such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the restrictions of this Section 5 shall not apply to any change in the maximum of annual assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles and under Article II, Section 3 hereof. The votes shall be counted in accordance with Article m, Section 2 hereof.

Section 6. Quorum for any Action authorized under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 of this Article shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 of this Article, the presence at the meeting of Members, or of proxies, entitled to cast twenty percent (20%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, -subject to the notice requirement set forth in Sections 4 and 5 of this Article, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Roster of The Property: Certificate of Payment. The Association shall prepare a roster of The Property and the assessments applicable thereto which, upon demand, shall be made available for inspection by any Owner. Additionally, the Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Initiation Assessment. Each new Owner shall pay an initiation assessment of Two Hundred Fifty Dollars (\$250.00) to the Association at the time of transfer of title to any Lot

Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by any local public authority devoted to public use; (b) all Common

Property as defined in Article I, Section 1 hereof; (c) all properties exempted 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, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL COMMITTEE**

Section 1. Composition. A committee known as the "Architectural Control Committee," (the "ACC") shall consist of five (5) persons appointed by the Board of Directors and shall serve at the pleasure of the Board. All members of the ACC shall be Members of the Association, and the chairperson of the ACC shall be a member of the Board of Directors. Subject to the approval of the Board, the ACC may solicit the opinion or services of professional persons, including architects and builders, acceptable to the ACC to assist the ACC in the execution of its duties under this Article VII. Neither the Association, the Board of Directors, nor the Members shall have the authority to amend or alter the number of members of the ACC, which is irrevocably set forth as five (5) members. A quorum of the ACC shall be three (3) members. No decision of the ACC shall be binding without a quorum present ,

Section 2. Planning Criteria: The Architectural Control Committee Planning Criteria (the "Planning Criteria"), attached hereto as Exhibit A and incorporated herein by reference, shall provide the Owners with a) guidelines concerning construction and maintenance of residences located on Lots within The Property and Additions to The Property, and b) notice of restrictions limiting certain activities on The Property and Additions to The Property. The Property and Additions to The Property shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the Board of Directors.

Section 3. Amendments to Planning Criteria. The Board of Directors shall have the authority, from time to time, to include within the Planning Criteria other requirements, restrictions or amendments to existing requirements and restrictions, regarding such matters as it shall deem appropriate, including, but not limited to, prohibitions against window air conditioning units, for sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters, easements, games and play

structures, swimming pools, sight distance at intersections, utility connections and television antennas and driveway construction. Any amendments shall be set forth in writing and be made known to all Owners and to all prospective Owners of which the Association has notice. Any amendment shall include any and all matters considered appropriate by the Board of Directors not inconsistent with the provisions of the Declaration;

Section 4. Duties of the ACC. The ACC shall have the following duties and powers

(a) to approve all buildings, fences, walls, pools or other structures which shall be commenced, erected or maintained upon The Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the Owner shall furnish the ACC with plans and specifications showing the nature, type, shape, height, materials, and location of the same, and the ACC shall approve or disapprove such plans in writing as to the harmony of the external design and location in relation to surrounding structures and topography;

(b) to approve Lot grading and landscaping plans;

(c) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision; and

(d) to require each Owner to submit a set of plans and specifications to the ACC prior to applying for a commitment for construction financing and/or obtaining a building permit, which set of plans and specifications shall become the property of the ACC. The work contemplated must be performed substantially in accordance with the plans and specifications as approved. All approvals or disapprovals of plans or specifications must be evidenced by the signatures of at least three (3) members of the ACC on the plans or specifications furnished. The existence of the signatures of at least three (3) members of the ACC on any plans or specifications shall be conclusive proof of the approval or disapproval by the ACC of such plans and/or specifications.

Section 5. Review by Board of Directors. A decision by the ACC may, at the request of a Member, be reviewed by the Board of Directors at its regular or a special meeting. The conclusion and opinion of the Board of Directors shall be binding, if in its opinion for any reason, including purely aesthetic reasons,

the Board of Directors should determine that the proposed improvement, alteration, addition or change is not in harmony with the surrounding structures and topography;

Section 6. Enforcement of Planning Criteria. In addition to the other duties set forth above, the ACC, along with the Board, shall have the right and obligation to enforce the provisions of the Planning Criteria, as amended from time to time. Should any Owner fail to comply with the requirements of the Planning Criteria after thirty (30) days written notice, the ACC and/or the Board of Directors shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. Should the ACC and/or the Board of Directors be required to enforce the provisions hereof by legal action, the reasonable attorneys fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner. The ACC and the Board of Directors, or its agents or employees, shall not be liable to the Owner for any damages or to the property or person of the Owner unless caused by negligent action of the ACC or the Board of Directors

## **ARTICLE VIII**

### **EXTERIOR MAINTENANCE**

Section 1. Exterior Maintenance. In addition to maintenance of the Common Property, the Association shall have the right to provide exterior maintenance upon any vacant Lot or upon any residence located on a Lot, subject, however, to the following provisions. Prior to performing any maintenance on an unimproved Lot or residence located on a Lot, the Board of Directors of the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of The Property. Prior to commencement of any maintenance work on a Lot, the Board of Directors must furnish thirty (30) days prior written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified repairs or maintenance are made within said thirty (30) day period, the Board of Directors shall cause said necessary repairs to be made and charge same to the Owner. Upon the failure of the Owner to act within said period of time; the Board of Directors, shall have the right to enter in or upon any such Lot or to hire personnel to make such necessary repairs or

maintenance as are so specified in the above written notice. In this connection the Board of Directors shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, provided, however, that a request of an Owner to provide the foregoing shall not obligate the Association to do so.

Section 2. Assessment of Cost The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed and shall be added to and become part of the annual assessment to which such Lot is subject under Article VI hereof; and, as part of such annual assessment, it shall be a Ben and obligation of the Owner and shall become due and payable in all respects as provided in Article VI hereof: Provided further that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article VI hereof may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any residence located on a Lot at reasonable hours on any day except Sunday.

Section 4. Rights for Bridges and Walkways. Notwithstanding any other provision to the contrary, the Association shall have the right to build any bridges, walkways or fixed spans across any or all natural or man-made canals, creeks or lagoons located on The Property or the Additions to The Property; provided, however, that the; Association is able to obtain all government permits required for constructing said structures. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Association to provide or construct any bridge, walkway or fixed span.

## **ARTICLE IX**

### **COMMON PROPERTY AND GREEN BELT AREAS**

Section 1. General Intent. It shall be the intent and purpose of these restrictions and covenants to maintain and enhance certain areas designated as green belt areas on plats hereafter filed for record in the Office of the Clerk of the

Court of Seminole County, Florida with respect to The Property and the Additions to The Property, or otherwise shown thereon as open space areas of the Common Property. It shall be the further intent and purpose of these restrictions and covenants to protect natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities and preserve historical sites.

Section 2. Rights of Members. To insure that land designated as green belt areas and Common Property will remain as undeveloped and natural woodland, a license for open space is hereby granted to the Members of the Association.

## **ARTTICLE X**

### **GENERAL PROVISIONS**

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, 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 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. If any person, firm or corporation, or other entity shall violate m or attempt to violate any of these covenants or restrictions, it shall be lawful for an individual Owner or the Association, (a) to

prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. Should an individual Owner and/or the Association be required to enforce the provisions hereby by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against which enforcement is sought. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of any individual Owner or the Association; to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 4. Severability. The invalidation of any provision or provisions of the covenants or restrictions set forth herein by Judgment or Court Order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect

Section 5. Subdivision of Lots. No Lot shall be subdivided or boundaries changed except with the written consent of the Association.

Section 6. Amendments. This Declaration may be amended by a two-thirds (2/3) vote of the Board of Directors of the Association and any such amendments shall thereafter be recorded in the Public Records of Seminole County, Florida, and shall thereupon become a part of this Declaration as though the same were first set out herein.

Section 7. Effect of Filing. When filed in the property records of Seminole County, Florida, this Declaration and the Planning Criteria attached hereto as Exhibit A shall supersede the Original Declaration, the Supplemental Declaration, the Declaration Amendments, the Original Planning Criteria and the Planning Criteria Amendments.

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