

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SOUTHCHASE PARCEL 6,
ORANGE COUNTY, FLORIDA

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHCHASE PARCEL 6, ORANGE COUNTY, FLORIDA (hereinafter referred to as the "Declaration"), made on the date hereinafter set forth by RUSSELL W. DIVINE, as Trustee under that certain Trust Agreement dated December 16, 1988, with full power and authority to protect, conserve and to sell, to lease, to encumber, and to otherwise manage and dispose of the Property (as hereinafter defined), including but not limited to those additional powers set forth in that certain Special Warranty Deed dated December 18, 1988, as recorded in Official Records Book 4040, at Page 4841, Public Records of Orange County, Florida, with the principal mailing address of P.O. Box 3627, Orlando, Florida 32802 (hereinafter referred to as the "Trustee"), E F DEVELOPMENT, INC., a Florida corporation, (hereinafter referred to as "EF Development") with the principal mailing address of P.O. Box 568492, Orlando, Florida 32852-8492, and J.E. JONES CONSTRUCTION COMPANY, a Missouri corporation (hereinafter referred to as "Jones") with the principal mailing address of 370 Whooping Loop, Suite 1196, Altamonte Springs, Florida 32701 (hereinafter cumulatively referred to as "Declarants").

W I T N E S S E T H:

WHEREAS, EF Development and Jones are the developers of certain real property located in Orange County, Florida, which is more particularly described on Exhibit "A" attached hereto (hereinafter referred to as the "Property" or "Parcel 6"); and

* * * * *

THIS INSTRUMENT WAS PREPARED
BY ~~AND SHOULD BE RETURNED TO:~~

Paul E. Rosenthal, Esq.
FOLEY & LARDNER, VAN DEN BERG,
GAY, BURKE, WILSON & ARKIN
111 North Orange Avenue, Suite 1800
P.O. Box 2193
Orlando, FL 32802-2193
(407) 423-7656

3318355 ORANGE CO. FL.
02:56:40PM 08/14/89

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Rec Fee \$ 135.00 MARTHA O. HAYNIE,
Add Fee \$ 18.50 Orange County
Doc Tax \$ _____ Comptroller
Int Tax \$ _____ By RLK
Total \$ 163.50 Deputy Clerk

RETURN TO CLERKS OFFICE - B.C.C. - 5TH FLOOR. - CO. ADMIN BLDG. - MARGARET

WHEREAS, the Trustee is the sole record owner in fee simple of the Property; and

WHEREAS, Declarants desire to develop the Property as part of a planned unit development known as "Southchase"; and

WHEREAS, the Declarants desire to provide for the preservation of the values and amenities within the Property and for the maintenance of recreation areas, screening walls, open space, buffer areas, entry features, recreational amenities, parking areas and other common facilities, and to this end desire to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent Owner of all or part thereof; and

WHEREAS, it is the intention of EF Development and Jones to develop the Property and build residential housing units thereon and/or, along with the Trustee, convey to builders fully developed Lots, as hereinafter defined, which builders shall construct varying improvements on said Lots or, alternatively, to independently construct varying improvements on said Lots; and

WHEREAS, the Declarants have deemed it desirable, for the efficient preservation of the values and amenities within the Property to create a homeowners' association to which shall be delegated and assigned the powers of maintaining and administering certain designated Common Area properties and facilities within the Property, which areas, where applicable, shall be specifically designated on the plat of each unit of the Subdivision Community, as hereinafter defined; administering and enforcing this Declaration; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Declarants have incorporated under the laws of the State of Florida, a non-profit corporation called Southchase Parcel 6 Community Association, Inc. (hereinafter referred to as the "Association"), for the purpose of exercising the functions aforesaid;

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NOW, THEREFORE, the Declarants declare that all Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to SOUTHCHASE PARCEL 6 COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Master Association" shall mean and refer to SOUTHCHASE PARCELS 1 AND 6 MASTER ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 3. "Master Declaration" shall mean and refer to that certain Master Declaration of Covenants, Conditions and Restrictions for Southchase Parcels 1 and 6, Orange County, Florida, dated 8/2, 1989 and filed on 8/14, 1989 in Official Records Book 4106, Page 0474 of the Public Records of Orange County, Florida.

Section 4. "Wetherbee Road Association" shall mean and refer to Wetherbee Road Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 5. "Wetherbee Road Declaration" shall mean and refer to that certain Wetherbee Road Declaration of Covenants, Conditions and Restrictions which may now or hereafter be entered into and recorded in the Public Records of Orange County, Florida; provided, however, if recorded subsequent to the date hereof, the Trustee shall be a Declarant under the terms of said Wetherbee Road Declaration.

Section 6. "Common Area" shall mean all real property, including the improvements thereon, owned by the Association for

the common use and enjoyment of the Members of the Association, whether acquired by purchase or conveyance from the Declarants, their respective successors or assigns, by dedication on a plat or plats of the Property, or otherwise. The Common Area shall be identified by tract on the plat of each unit of the Property, and shall be subject to the dedication set forth on each plat. The term "Common Area" shall also include recreational areas and facilities, and tangible or intangible personal property acquired by the Association. The Common Area shall also include Tract A, Southchase Unit 10, according to the plat thereof recorded in Plat Book 24, Page 30-31, of the Public Records of Orange County, Florida, which tract shall be conveyed by the Trustee to the Association and shall be utilized as a private park and recreation area. All Common Area is to be maintained by the Association and devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, and persons occupying Dwelling Units (as hereinafter defined) on a guest or tenant basis, to the extent authorized by the Board of Directors of the Association.

Section 7. "Lot" shall mean and refer to any plot of land shown upon the plat of all or a portion of the Property which Lot is intended to have a Dwelling Unit constructed thereon; provided, however, that there shall be excluded from the definition of Lot, the Common Area, Limited Common Areas, Dedicated Areas and streets and/or Conservation Area and all lands owned by the Master Association and/or the Wetherbee Road Association. In the event that the number of Lots approved for development within any of the six (6) Subdivision Units is modified by the County subsequent to the date of this Declaration, then the terms of this Declaration shall be governed by said modified number of approved Lots with respect to each affected Subdivision Unit of the Property, and with respect to the total modified number of approved Lots within the Property.

Section 8. "Dwelling Unit" shall mean and refer to any building or portion thereof constructed on a Lot and intended for

use and occupancy as a residence by a single family susceptible to ownership in fee simple as to which Dwelling Unit a certificate of occupancy has been issued by the applicable governmental authorities, whether such Dwelling Unit is detached from or connected by a party wall or other structural element to other Dwelling Units.

Section 9. "Declarants" shall mean and refer jointly to Russel W. Divine, as Trustee under that certain Trust Agreement dated December 16, 1988, E F Development, Inc., a Florida corporation, and J. E. Jones Construction Co., a Missouri corporation, and their respective successors and assigns. With respect to the rights, powers and privileges granted to the Declarants by this Declaration or by the Articles of Incorporation and By-Laws of the Association, such rights, powers and privileges shall be jointly exercised by the Trustee, EF Development and Jones in such manner as they may determine among themselves.

Section 10. "ARC" shall mean an architectural review committee appointed in accordance with Article VII, whose duties shall be as set forth in Article VII.

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

Section 12. "Member" shall mean and refer to any Owner who is a member of the Association.

Section 13. "Subdivision Community" shall mean and refer to each Subdivision Unit of the Property as platted on all or a portion of the Property.

Section 14. "Builders" shall mean and refer to the purchasers of developed Lots from Declarants for the purpose of constructing Dwelling Units thereon, including but not limited to Catalina Homes, Inc., a Florida corporation.

Section 15. "Limited Common Area" shall mean and refer to those lands described in Column 1 of Exhibit "B" attached hereto and by this reference made a part hereof. Limited Common Elements shall be owned and maintained by the Association solely for the benefit of the owners of fee simple title to the appurtenant lands designated in Column 2 of Exhibit B attached. Notwithstanding any provision contained herein hereto the contrary, no Owner or member of the Association shall have any right, title or interest in or to the Limited Common Areas. The Limited Common Areas shall be held by the Association subject to and in accordance with the provisions of Section 7 of Article XII of this Declaration.

Section 16. "County" shall mean Orange County, a political subdivision of the State of Florida.

ARTICLE II
MASTER DECLARATION

Section 1. Collections of Assessments. Upon written request of the Master Association, the Association shall, at no cost or charge to the Master Association, invoice and collect all assessments due to the Master Association. In the event of such request by the Master Association, the Association shall promptly forward to the Master Association all such assessments collected from Lot Owners along with an accounting identifying the Lot Owners and Lots to which such assessments are attributable.

Section 2. Definitions. The following terms utilized in this Declaration shall be defined as set forth in the Master Declaration: Conservation Area, County, Dedicated Area, Development Plan, Southchase Development Order, and Southchase Planned Development.

Section 3. Conflicts. In the event of any conflicts between the provisions of this Declaration and the Master Declaration, the provisions of the Master Declaration shall prevail.

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Section 4. Membership. The Association shall be a member of the Master Association and shall be entitled to exercise all rights and privileges of a member which are granted to the Association under the terms of the Master Declaration and Articles of Incorporation and By-Laws of the Master Association. The Board of Directors of the Association shall designate a voting representative to the Master Association who shall cast all of the votes of the Association as a member of the Master Association, said votes to be cast in accordance with the directions and instructions, if any, of the Board of Directors of the Association.

ARTICLE III

WETHERBEE ROAD DECLARATION

Section 1. Collection of Assessments. Upon written request of the Wetherbee Road Association, the Association shall, at no cost or charge to the Wetherbee Road Association, invoice and collect all assessments due to the Wetherbee Road Association from Owners of Lots subject to this Declaration. In the event of such request by the Wetherbee Road Association, the Association shall promptly forward to the Wetherbee Road Association all such assessments collected from said Lot Owners along with an accounting identifying the Lot Owners and Lots to which such assessments are attributable.

Section 2. Conflicts. In the event of any conflicts between the provisions of this Declaration and the Wetherbee Road Declaration, the provisions of the Wetherbee Road Declaration shall prevail.

Section 3. Membership. The Association shall be a member of the Wetherbee Road Association and shall be entitled to exercise all rights and privileges of a member which are granted to the Association under the terms of the Wetherbee Road Declaration and Articles of Incorporation and By-Laws of the Wetherbee Road Association. The Board of Directors of the Association shall designate a voting representative to the Wetherbee Road Association who shall cast all of the votes of the Association as

a member of the Wetherbee Road Association, said votes to be cast in accordance with the directions and instructions, if any, of the Board of Directors of the Association.

ARTICLE IV

PROPERTY RIGHTS

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

(a) Subject to the provisions of Section 1(b) below, every Owner shall have a right to use any of the recreation areas and recreation facilities owned by the Association, including but not limited to those recreation areas and facilities provided in accordance with the provisions of Section II(21) of the Southchase Development Order.

(b) The right of the Association to suspend the voting rights and right to use of any recreational areas and facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days from any infraction of its published rules and regulations.

(c) 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 of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is approved by a by two-thirds (2/3) vote of the members.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the

Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment 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 2. 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 Declarants and the Builders, and shall be entitled to one (1) vote for each Lot owner. 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 determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Members shall be the Declarants and the Builders and they shall be entitled to six (6) votes for each Lot owned by them. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occur earlier:

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

(b) on June 1, 1994.

From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed a Class A Members entitled to one (1) vote for each Lot in which it holds the interest required for Membership under Article V, Section 1.

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ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees incurred in enforcing or collecting any assessment, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when assessment fell due. Their personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively:

- (a) to promote the recreation, health, safety and welfare of the residents in the Property;
- (b) for the improvement, maintenance and operation of the Common Area, including, but not limited to, recreation areas and recreation facilities, entry features, walls and landscaping (including irrigation thereof);
- (c) for the payment of the operating expenses of the Association;
- (d) for the payment of taxes, insurance, labor and equipment;
- (e) for the operation and maintenance of entry features, walls, landscaping (including irrigation thereof) and sidewalks located along the eastern side of Road

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"A", as set forth in the Development Plan, which is contiguous to the Property; provided, however, that this paragraph shall not be construed to obligate the Association to improve, operate and maintain the aforementioned amenities or to levy assessments with respect thereto, and provided further that any such activities within publicly dedicated right-of-ways or within the Dedicated Areas shall occur only to the extent permitted by Orange County;

(f) doing any other things necessary or desirable in the judgment of the Association to keep the community neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards; and

(g) for the improvement and maintenance of the Limited Common Areas to the extent required by this Declaration or the County.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment by the Association shall be \$150.00 per Lot,

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

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above five percent (5%) of the maximum assessment for the previous year by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

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

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a 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 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 such purpose.

Section 5. Notice and Quorum for any Action Authorized

Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action under Sections 3 and 4 above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment; Declarants

Guarantee. Both annual and special assessments must be fixed at a uniform rate for all Lots, and shall be collected semi-annually in advance, except that as long as there is a Class "B" membership, the Declarants and Builders will have the following options:

(a) The Declarants and Builders may pay the annual assessment at the rate of twenty-five percent (25%) of the rate fixed for Class "A" membership on all unoccupied Lots owned by the Declarants and/or Builders and in addition, will pay the difference, if any, between the total annual operating expenses of the Association and the amount of the annual assessment required to be paid pursuant to this Article; or

(b) The Declarants and Builders may pay the full rate of assessment at which time the obligation of the Declarants to pay the difference between the annual operating expenses and assessments shall cease.

The Declarants hereby covenant and agree for a period of two (2) years from the date of recording of this Declaration to pay the difference, if any, between the total annual operating expenses of the Association and the amount of the annual assessment required to be paid pursuant to this Article. After the expiration of the two (2) year period from the date of recording of this Declaration, the decision regarding the selection of the assessment option shall be made solely by the Declarants.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance or dedication of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. An invoice from the Association shall constitute satisfactory written notice. The due dates shall be established by the Board of Directors. 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 specified 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 8. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereon as hereinafter provided, thereupon 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 obligations of the then Owner to pay such assessments, 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 giving notice to all persons that the Association is asserting a lien upon the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) 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 interest above stated, the cost of the action, including reasonable attorneys' fees whether or not judicial proceedings are involved, and including reasonable attorneys' fees and costs incurred on any appeal of a lower court decision.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from assessments, charges and liens created herein: (i) all property to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to public use; (ii) all

Common Areas, Conservation Areas, and Dedicated Areas; (iii) all property exempt from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemptions; and (iv) all property owned by the Master Association or the Wetherbee Road Association.

Section 11. Master Association and Wetherbee Road Association. The assessments, charges and liens set forth in this Article VI are in addition to the assessments, charges and liens which may from time-to-time be levied by the Master Association and the Wetherbee Road Association in accordance with the terms and conditions of the Master Declaration and the Wetherbee Road Declaration, respectively.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Review by Architectural Review Committee.

No building, fence, wall, pool, landscaping or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made unless it is in compliance with the zoning code of Orange County, Florida, and other applicable regulations and unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee (ARC).

Section 2. Procedure for Review. Any Owner needing the approval of ARC shall deliver an application or request for action to the ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with a floor plan, landscaping plan, site clearing plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument, and

served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations for changes to gain approval. In the event the ARC takes no action on the application or request within the thirty-day period, then the application or request shall be deemed to be accepted.

Section 3. Composition of Architectural Review Committee.

The ARC shall have at least three (3) members who shall initially be appointed by the Declarants. The members appointed to the ARC do not need to be Owners. So long as the Declarants maintain a controlling vote of the membership of the Association under the terms of Article V of this Declaration, the Declarants shall be entitled to appoint all members of the ARC and any successor members; provided, however, the Declarants shall at any time have the right to waive their right to appoint the members of the ARC. The members of the ARC shall be appointed for staggered three (3) year terms; provided, however, the initial members of the ARC appointed by the Declarants shall serve so long as Declarants have the right to appoint all members of the ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, the Declarants shall promptly appoint a successor member of the ARC who shall serve at the pleasure of the Declarants. After the end of the term during which the Declarants may appoint all the members of the ARC, a majority of the Owners of Lots on the Property shall have the right to appoint the members of the ARC. The Owners shall so appoint the members of the ARC by ballot after ten (10) days written notice given by the then existing ARC that the Owners have the right to appoint members. Failure by any Owner to vote on membership of the ARC shall not in any way effect the validity of the appointment of a member to the ARC. The first ARC appointed by the Owners shall have three (3) members, one with a term of one (1) year, one with a term of two (2) years and one with a term of three (3) years. Each year thereafter the ARC shall provide a ten-day written notice to the Owners of Lots on the

Property of the need to elect a new ARC member upon expiration of the term of a then existing ARC member. No meeting shall be required for the initial appointment of members to the ARC by the Owners or for any subsequent election and the person receiving the largest number of votes shall be elected to serve for a three-year term. The written notice from the ARC to the Owners shall include a ballot and shall set forth a deadline for voting no sooner than fifteen (15) days from the date the notice is mailed to the Owners. There shall be only one (1) vote per Lot cast, regardless of the number of Owners of a particular Lot, and the Owners of a Lot shall designate among themselves who shall cast their vote. Failure to so select, or the casting of more than one (1) vote in a particular election for any given Lot, shall eliminate the right of the Owners of a given Lot to vote in that election. All votes cast by Owners shall be kept for a minimum of three (3) years and shall be available for inspection upon demand made by any Owner.

ARTICLE VIII

EASEMENT RESERVED TO DECLARANTS

Section 1. Easement over Common Area. For so long as any of the Declarants are the owner of the Common Area, any of the Declarants shall have the right to grant an easement in perpetuity over, under and across all Common Areas shown on any recorded subdivision plats of all or portions of the Property, together with the right to grant easements to others and such easement shall include, but shall not be limited to, the right to use the said Common Area 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, cable television, water or other public convenience or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide

for drainage 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 Declarants to provide and maintain any such utility or service.

Section 2. Easement over Lots. For so long as Declarants are the owner of any Lot, the Declarants hereby reserves unto themselves the right to grant an easement to themselves or any other entity over each such Lot owned for purposes of ingress and egress, to include driveways common to two (2) or more Lots, drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Declarants shall have and do hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided, however, that Declarants shall not have the power to release any portion of a utility easement on a Lot without the consent of the utilities served thereby.

Section 3. Establishment of Easements. All easements, as provided for in this Article, shall be established by one or more of the following methods, to wit:

(a) By a specific designation of an easement on the recorded plat of all or a portion or the Property;

(b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit, or other portion of the Property;

(c) By a separate instrument referencing this Article VIII, said instrument to be subsequently recorded by the Declarants; or

(d) By virtue of the reservation of rights set forth in Section 2 of this Article VIII.

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ARTICLE IX

GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots and Dwelling Units on the Property.

Section 2. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot or Dwelling Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than Dwelling Units designed for residential use and private garages. The foregoing shall not prohibit the Declarants and the Builders from using Dwelling Units as models or offices, provided such use as models or offices is in furtherance of the construction and sale of Dwelling Units on the Property.

Section 3. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, boat, barn or other similar structure or vehicle, shall be used or permitted to remain on any Lots as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the ARC for use during construction only; provided, however, that this prohibition shall not apply to shelters used by the contractor, Builders or Declarants during the construction of any Dwelling Unit.

Section 4. Parking Restrictions. No automobile, truck boat, boat and trailer, trailer, house trailer, mobile home, camper or other similar vehicle shall be parked on the street, including right-of-way therefor, overnight or for a continuous period of time in excess of ten (10) consecutive hours; provided, however, that this prohibition shall not apply to the parking of vehicles used by the contractor, Builders or Declarants during the construction of any Dwelling Unit.

Section 5. Storage Restrictions. No automobile, truck, house trailer, mobile home, camper, boat, boat and trailer or

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other similar vehicle alone shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot, or in any driveway except in a closed garage attached to a Dwelling Unit; provided, however, that this prohibition shall not apply to the parking or storage of vehicles used by the contractor, Builders or Declarants during the construction of any Dwelling Unit.

Section 6. Livestock and Animal Restrictions. No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot or in any Dwelling Unit; provided, however, that dogs, cats and other common domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of Owner's Lot except on a leash. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

Section 7. Restrictions on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot, driveway or Common Area shall be used for the purpose of vehicle repair or maintenance.

Section 8. Restrictions on Walls, Fences or Hedges. No wall, fence or hedge over six (6) feet tall as measured from existing ground level shall be erected, placed, altered, maintained or permitted to remain on any Lot unless and until the height, type or location thereof have been approved by the ARC in accordance with Article VII hereof.

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Section 9. Garage Doors. In order to maintain a harmonious and aesthetic appearance, the garage doors affixed to each Dwelling Unit shall remain closed except when in actual use to allow ingress and egress into the garage.

Section 10. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot or to provide garbage or trash removal services. The cost incurred by the Association in exercising its rights under this Section shall constitute a special assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any assessment or special assessment.

Section 11. Signs. No commercial signs or other signs shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed four (4) square feet. If permission

is granted for any other signage, the Association shall have the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Association. These restrictions shall not apply to restrict the Declarants and the Builders, or their respective agents from erecting such signs as the Declarants or the Builders deem in their sole discretion to be necessary to assist the Declarants and the Builders in selling any Lot or Dwelling Unit, or other portion of the Property.

Section 12. Exterior Maintenance. The Association shall have the right, but not the duty, to provide all exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance for any areas not walled or fenced in for use as a patio. The Association shall have the right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner to perform such maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under this Section shall be paid out by the Owner and if the Owner fails to pay, then the Association shall have the right to impose a special assessment against said Owner to pay for the cost of repairs and replacements. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Association. The Association shall have the right to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Association or its agent shall not be deemed a trespass.

Section 13. Allowable Trim. No Owner or tenant of an Owner shall install shutters, awnings or other decorative exterior trim, except small exterior decorations such as address plates and name plates, without the prior approval of the ARC.

Section 14. Window Coverings. No reflective foil or other material or tinted glass shall be permitted on any windows except for tinted bronze glass and any such installation shall require approval of the ARC.

Section 15. Interior Maintenance. Each individual Owner shall have the responsibility to maintain the interior of his respective Dwelling Unit. In the event the interior of said Dwelling Unit is damaged in such fashion so as to create a health or safety hazard to adjoining Dwelling Units or to create a nuisance and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the Association shall have the right to make reasonable repairs to the interior of such Dwelling Unit and shall be entitled to make a special assessment against the Owner of the Dwelling Unit for the costs of such repairs. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Association.

Section 16. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit or, after reasonable notice to the Owner, to enter any Dwelling Unit at reasonable hours on any day of the week.

Section 17. Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of eight inches (8") or more (Measured four feet [4'] from ground level) may not be removed without prior approval of the ARC. All requests for approval of tree removal shall be submitted to the ARC along with a plan showing generally the location of such tree(s).

Section 18. Replacement of Trees. Anyone violating the provisions of Section 17 above will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the ARC. If the Owner fails or refuses

to replace the trees as demanded, the ARC shall cause suitable replacement to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the ARC, its agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 17 and this Section 18.

Section 19. Insurance.

(a) The Association shall keep (i) any buildings in the Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurance replacement value thereof, and (ii) all personal property owned by the Association insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Association. Insurance proceeds for any improvements in the Common Area and any personal property owned by the Association shall be payable to the Association. In the event of any loss, damage or destruction, the Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area. In the event the cost of such replacement, repair or rebuilding of any improvements on the Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency of full cost thereof shall be assessed to the Owners.

(b) The Association shall procure and keep in force public liability insurance in the name of the Association and the Owners against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

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(c) Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and open for inspection by the Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancellable by the insurer without first giving at least ten (10) days prior notice in writing to the Association, and (ii) contain a waiver of subrogation by the insurer(s) against the Association, Board and Owners.

(d) Anything contained herein to the contrary notwithstanding, the Association shall maintain such insurance coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or Federal National Mortgage Association ("FNMA") so long as VA, FHA, or FNMA holds a mortgage on or owns any Lot.

Section 20. Antenna Restrictions. No one shall be permitted to install or maintain on any Lot, Dwelling Unit or structure any outside television or radio antenna, disc, mast aerial or other tower for the purpose of audio or visual reception unless the same is approved by the ARC. This restriction shall not serve to prohibit either of the Declarants or the Builder or the Association from installing an antenna or satellite antenna disc, or contracting with a third party to install such antenna, for the purpose of providing master or cable television, radio or other electronic service to the Owners in the Subdivision Community.

ARTICLE X

COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Area and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Area is retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Area shall remain undivided, and such

Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Area. In addition there shall exist no right to transfer the right to the use and enjoyment of the Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Area appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Declarant or the Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE XI

LENDER/S RIGHTS

Section 1. Information. Upon written request, the Association shall make available for inspection during normal business hours by each Owner and Subassociation and each lender, holder, insurer or guarantor of any first mortgage on a Lot, a current copy of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the records, books and financial statements of the Association.

Section 2. Financial Statement. Upon written request, each holder of a first mortgage on a Lot shall be entitled to receive a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Lender's Notices. Upon written request to the Association, identifying the name of the holder, insurer or guarantor and the Lot and address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) any condemnation or casualty loss that affects either a material portion of the Property or the Lots securing its mortgage;

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(b) any delinquency notice in the payment of assessments or charges owed by the Owner of any Lot on which its holds the mortgage;

(c) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintainedd by the Master Association; or

(d) any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, any of the Declarants, 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. Failure by the Association, the Declarants or by any Owner to enforce any covenant or restriction herein contained shall be in no event deemed a waiver of the right to do so thereafter. If the Association shall seek to enforce the provisions of this Declaration, then the Association shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal.

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. Amendment.

(a) The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) 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-five (25) year period by an instrument signed by

not less than ninety percent (90%) of the Lot Owners, and thereafter by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding the foregoing, any amendment to this Declaration which adversely affects any lender, holder, insurer or guarantor of any first mortgage on the Property as of the date of recording of this Declaration, shall not become effective unless joined in and consented to by such lender, holder, insurer or guarantor. Any amendment must be recorded.

(b) Notwithstanding any provision to the contrary herein contained, the Declarants shall have the right to amend this Declaration without the consent, approval or joinder of any other person or Owner except the Federal Housing Administration (FHA) or the Veterans Administration (VA), or the Federal National Mortgage Association (FNMA), or the Federal Home Loan Mortgage Corporation (FHLMC) if such amendment is required in order to cause this Declaration to comply with applicable FHA, VA, FNMA and/or FHLMC requirements. Such an amendment to this Declaration, the Articles of Incorporation or By-Laws of the Association need be signed and acknowledged only by the Declarants and need not be approved by the Association, Lot Owners or lienors or mortgagees of Lots, whether or not elsewhere required for an amendment.

(c) All amendments hereto shall be recorded in the Public Records of Orange County, Florida.

Section 4. Right of Association to Merge. The Association retains the right to merge with any other homeowners association, provided such homeowners association is for an FHA or VA approved subdivision and provided FHA or VA approves such merger. This right shall be exercised by recordation of an Amendment to this Declaration recorded among the Public Records of Orange County, which Amendment shall set forth a legal description of the property to which this Declaration, as amended, shall apply. The Amendment shall further have attached to it a resolution of this Association and the homeowners association with which a merger is to take place, and such resolution shall be certified by the Corporate Secretary thereof and shall state:

(a) That a meeting of the homeowners association was held in accordance with its bylaws;

(b) That a two-thirds (2/3) vote of the members approved the merger.

The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 6. FHA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration ("FHA") or the Veterans Administration ("VA"): Annexation of additional properties, mortgaging of Common Area, dedication of Common Area, merger and amendment of this Declaration of Covenants, Conditions and Restrictions; provided, however, that neither FHA nor VA approval shall be required for the Trustee to convey to the Association Tract A of Southchase Unit 10, as more fully described in Section 6 of Article I hereof.

Section 7. Conveyance of Limited Common Area.

(a) Notwithstanding any provision contained herein to the contrary, the Association shall maintain the Limited Common Areas for the exclusive benefit of the owners of fee simple title to the appurtenant lands designated in Column 2 of Exhibit "B" attached hereto (hereinafter referred to as the "Benefitted Out Parcel Lands"). The owners of fee simple title to the Benefitted Out Parcel Lands shall have a perpetual non-exclusive easement over, across and upon the Limited Common Area appurtenant to the land(s) owned by them for the purpose of ingress and egress to and from the Benefitted Out Parcel Lands owned by such owner (i.e., the owners of fee simple title to the lands described in Item 3 of Column 2 of Exhibit B have an easement with respect to the Limited Common Area described in Item 3 of Column 1 of Exhibit B). Upon written request to the Association from the then owners of fee simple title to all of the appurtenant Benefitted Out Parcel Lands, the Association shall convey to said owners an undivided fee simple interest in the Limited Common Area appurtenant

to their lands. Any such conveyance shall be: (i) conveyed by Special Warranty Deed free and clear of all mortgages and liens, but subject to easements, restrictions and reservations of record, (ii) for the benefit of and shall not be severable from the appurtenant Benefitted Out Parcel Lands and shall run with said lands, and (iii) conveyed at no cost or expense to the owners of the appurtenant Benefitted Out Parcel Land. Effective upon any such conveyance of Limited Common Area, the obligations of the Association to maintain such Limited Common Area shall immediately cease and terminate.

(b) By way of example of the above, upon request to the Association of the then owners of fee simple title to both Lots 25 and 26, Block 25, Plat of Flamingo, as recorded in Plat Book K, Page 72, (i.e., see Item 3 of Column 2 of Exhibit B), the Association shall convey to said owners for the benefit of their respective parcels an undivided fee simple interest in Tract B, Southchase Unit 10, as recorded in Plat Book 24, Page 30-31, (i.e., see Item 3 of Column 1 of Exhibit B).

Section 8. Maintenance of Common Areas. Notwithstanding any provision contained herein to the contrary, the Association shall maintain the Common Area, including but not limited to the private park and recreation area to be located on that portion of the Property described in Section 6 of Article I hereof.

Section 9. Indemnification of County.

(a) The Association shall indemnify and hold the County harmless from all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level), resulting from or relating to the use, construction, or maintenance of the Common Area and Limited Common Area, including but not limited to the private park and recreation area to be located on that portion of the Property described in Section 6 of Article I hereof.

(b) The County shall be a third-party beneficiary with respect to the obligations of the Association, maintain the

Common Areas and Limited Common Areas and shall have the right to enforce all provisions of this Declaration with respect thereto, including but not limited to the provisions of Sections 7, 8 and 9 of this Article XII, by any proceeding at law or in equity. If the County shall seek to enforce the aforesaid provisions of this Declaration, then the County shall be entitled to collect its fees and costs, including reasonable attorney's fees, whether incurred before trial, at trial or upon appeal. The provisions of Section 7, 8 and 9 of this Article XII shall not be amended without the prior written consent of the County. Furthermore, the provisions of this Declaration with respect to the obligations of the Association to maintain the Common Area and Limited Common Area shall not be amended or removed without the prior written consent of the County.

IN WITNESS WHEREOF, RUSSELL W. DIVINE, as Trustee under that certain Trust Agreement dated December 16, 1988, E F DEVELOPMENT, INC. and J.E. JONES CONSTRUCTION COMPANY have caused their seals to be hereunto affixed and these presents to be signed by their proper officers or representatives, thereunder duly authorized, this 1 day of August, 1989.

Signed, sealed and delivered in the presence of:

[Signature]
Carol J. Cafaro

[Signature]

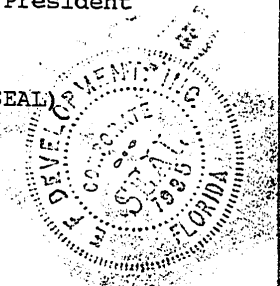
RUSSELL W. DIVINE,
as Trustee under that
certain Trust Agreement
dated December 16, 1988

Shirley M. Patterson
Mary P. Meas

E F DEVELOPMENT, INC.,
a Florida corporation

By: [Signature]
JERRY B. FUQUA, President

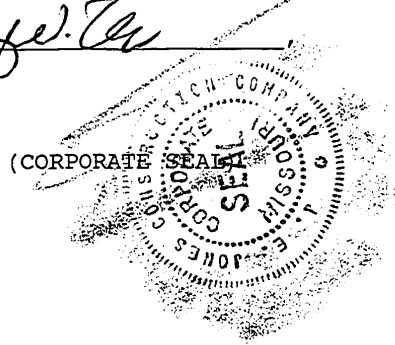
(CORPORATE SEAL)



J.E. JONES CONSTRUCTION COMPANY,
a Missouri corporation

Whitley M. Patterson
Mary P. Means

By: [Signature]



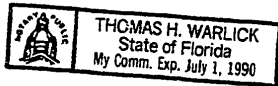
STATE OF FLORIDA)
) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RUSSELL W. DIVINE, as Trustee under that certain Trust Agreement dated December 16, 1988, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in him by said Trust.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of August, 1989.

(NOTARIAL SEAL)

[Signature]
Notary Public
My commission expires:



STATE OF FLORIDA)
) SS
COUNTY OF ORANGE)

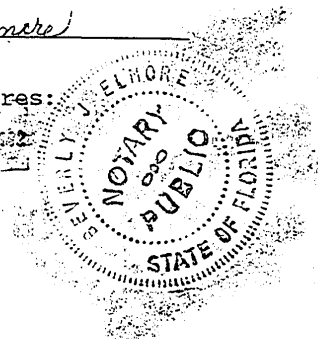
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JEFFRY B. FUQUA, well known to me to be the President of E F DEVELOPMENT, INC., a Florida corporation, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of August, 1989.

(NOTARIAL SEAL)

[Signature]
Notary Public

My commission expires:



STATE OF FLORIDA)
) SS
COUNTY OF ORANGE)

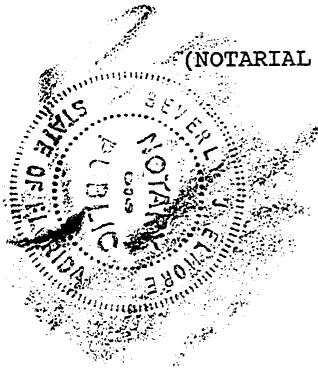
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LARRY W. TOLER, well known to me to be the VICE PRESIDENT of J.E. JONES CONSTRUCTION COMPANY, a Missouri corporation, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of August, 1989.

Beverly J. Demore
Notary Public

My commission expires:

My Commission Expires: 11/12
Beverly J. Demore Insurance, Inc.



COPY

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EXHIBIT "A"

"PARCEL 6"

Lots 1 thru 44, inclusive, and Tract A, Southchase Unit 7, according to plat thereof recorded in Plat Book 24, Page 28; and 24

Lots 45 thru 122, inclusive, Tract A and Tract B, Southchase Unit 8, according to plat thereof recorded in Plat Book 24, Page 26 and 27

Lots 123 thru 161, inclusive, Southchase Unit 9, according to plat thereof recorded in Plat Book 24, Page 28; and 29

Lots 162 thru 229, inclusive, Tract A and Tract B, Southchase Unit 10, according to plat thereof recorded in Plat Book 24, Page 30; and 31

Lots 230 thru 327, inclusive, Southchase Unit 11, according to plat thereof recorded in Plat Book 24, Page 32; and 33

Lots 328 thru 381, inclusive, and Tracts A, B and C, Southchase Unit 12, according to plat thereof recorded in Plat Book 24, Page 34-36

ALL OF THE ABOVE PLATS BEING RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

OR4106PG0541

EXHIBIT "B"

LIMITED COMMON AREA

Column 1	Column 2
Tract Description of Limited Common Area	Legal Description of Benefitted Out Parcel Lands
(1) Tract A, Southchase Unit 7, as recorded in Plat Book <u>24</u> , Page <u>23-24</u> .	(1) Lot 1, Block 118, Plat of Flamingo, as recorded in Plat Book K, Page 72.
(2) Tract B, Southchase Unit 8, as recorded in Plat Book <u>24</u> , Page <u>25-27</u> .	(2) Lots 27 thru 32, inclusive, Block 70, Plat of Flamingo, as recorded in Plat Book K, Page 72.
(3) Tract B, Southchase Unit 10, as recorded in Plat Book <u>24</u> , Page <u>30-31</u> .	(3) Lots 25 and 26, Block 25, Plat of Flamingo, as recorded in Plat Book K, Page 72.
(4) Tract C, Southchase Unit 12, as recorded in Plat Book <u>24</u> , Page <u>34-36</u> .	(4) Lots 13 thru 16, inclusive, Block 144, Plat of Flamingo, as recorded in Plat Book K, Page 5.

ALL OF THE ABOVE BEING RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

E38-5266 (06/30/89)
FD/D0355a

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JOINDER AND CONSENT

BARNETT BANK OF CENTRAL FLORIDA, N.A. (hereinafter "Barnett"), as the owner and holder of those certain mortgages and security agreements recorded in Official Records Book 3925, at Page 356, Official Records Book 4038, at Page 4251, Official Records Book 4040, at Page 4791, and Official Records Book 4040, at Page 4821, all of the Public Records of Orange County, Florida (hereinafter, cumulatively the "Mortgages"), hereby consents to and joins in the foregoing Declaration.

IN WITNESS WHEREOF, Barnett Bank of Central Florida, N.A., has caused this instrument to be executed in its name by its proper officer thereunto duly authorized as of the 1st day of August, 1989.

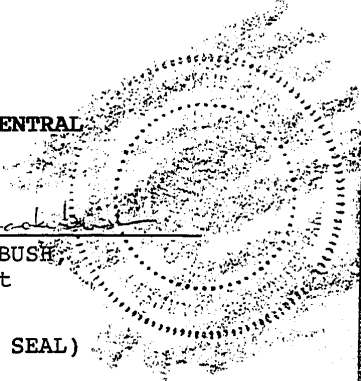
Signed, sealed and delivered in the presence of:

[Handwritten signature]

BARNETT BANK OF CENTRAL FLORIDA, N.A.

By: *[Handwritten signature]*
SINDY QUACKENBUSH,
Vice President

(CORPORATE SEAL)



STATE OF FLORIDA)
) SS
COUNTY OF ORANGE)

OR 4 106 PG 0543-

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SINDY QUACKENBUSH, well known to me to the Vice President of BARNETT BANK OF CENTRAL FLORIDA, N.A., and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of August, 1989.

[Handwritten signature]
Notary Public

(NOTARIAL SEAL)

My commission expires:

E38-5266 (06/30/89)
FD/D0355a(22)

Notary Public, State of Florida at Large
My Commission expires Oct. 22, 1990
Bonded thru General Insurance Underwriters, Inc.

