

**MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SOUTHCHASE PARCELS 1 AND 6
ORANGE COUNTY, FLORIDA**

THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHCHASE PARCELS 1 and 6, ORANGE COUNTY, FLORIDA (hereinafter referred to as the "Master 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, with the principal mailing address of P.O. Box 568492, Orlando, Florida 32852-8492 (hereinafter referred to as "EF Development"), TOMPKINS INVESTMENT GROUP INCORPORATED, a Delaware corporation, with the principal mailing address of 1637 East Vine Street, Kissimmee, Florida 32743 (hereinafter referred to as "Tompkins"), J.E. JONES CONSTRUCTION COMPANY, a Missouri corporation, with the principal mailing address of 370 Whooping Loop, Suite 1196, Altamonte Springs, Florida 32701 (hereinafter referred to as "Jones"), and ("Trustee," "EF Development," "Tompkins," and "Jones" being hereinafter cumulatively referred to as the "Declarants").

* * * * *

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
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02:56:00PM 08/14/89

OR 4 | 06 PG 0474

Rec Fee \$	<u>129.00</u>	MARTHA O. HAYNIE,
Add Fee \$	<u>16.50</u>	Orange County
Doc Tax \$	<u> </u>	Comptroller
Int Tax \$	<u> </u>	By <u>RLK</u>
Total \$	<u>145.50</u>	Deputy Clerk

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

W I T N E S S E T H:

WHEREAS, EF Development and Jones are the developer of certain real property located in Orange County, Florida (hereinafter referred to as "Parcel 6") which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, the Trustee is the sole record owner of fee simple title to Parcel 6; and

WHEREAS, Tompkins is the sole record owner in fee simple to certain real property located in Orange County, Florida (hereinafter referred to as "Parcel 1") which is more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof; and

WHEREAS, Parcel 1 and Parcel 6, are hereinafter cumulatively referred to as the "Property"; and

WHEREAS, the Property has a common stormwater management system which has been permitted by the South Florida Water Management District (hereinafter referred to as "SFWMD") under Permit No. 48-00356-S (Mod), as such permit may from time to time be modified in accordance with the rules, regulations and procedures of SFWMD (hereinafter referred to as the "Permit"); and

WHEREAS, SFWMD has required that this Master Declaration be recorded with respect to the Property in order to provide for the compliance with the conditions of the Permit; and

WHEREAS, the Declarants desire to provide for the preservation of the values and amenities within the Property and for the maintenance of open space, buffer areas, wetland and mitigation areas, and other common facilities as required by the Permit, 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, the Declarants have deemed it desirable, for the efficient preservation of the values and amenities of the Property to create a master 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 Master Declaration; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarants have incorporated under the laws of the State of Florida, a non-profit corporation called **SOUTHCHASE PARCELS 1 AND 6 MASTER ASSOCIATION, INC.** (hereinafter referred to as the "Master Association"), for the purpose of exercising the functions aforesaid; and

WHEREAS, the Declarants have deemed it necessary to form separate homeowners' associations for portions of the Property, and determined that those separate homeowner's associations shall be members of the Master Association.

NOW, THEREFORE, Declarants declare that all of the 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. "Conservation Area" shall mean the real property, including the improvements thereon owned by the Master Association for the common use, enjoyment and/or benefit of the "Owners," whether acquired by the purchase or conveyance from the Declarants, their respective successors or assigns, or otherwise. The Conservation Area shall be identified by tract on the plat of each unit of the Property and shall be subject to the declarations and dedications set forth on each plat. Dedicated Areas and

Common Areas, as hereinafter defined, which may also be indicated on each such plat, are hereby specifically excluded from and shall not constitute portions of the Conservation Area. The term "Conservation Area" may also include mitigation areas, buffer areas, and any other real property identified by tract as "Conservation Area" on the recorded plat of any subsequent Subdivision Unit of the Property consistent with the terms of the Development Plan. All "Conservation Area" is to be devoted to and intended for the common benefit of the Owners and the members of the Master Association. The Conservation Area shall include, but not be limited to, those lands described in Exhibit "C" attached hereto and by this reference made a part hereof, which lands shall be conveyed by the Trustee to the Master Association.

Section 2. "County" shall mean Orange County, a political subdivision of the State of Florida.

Section 3. "Dedicated Area" shall mean and refer to all real property, including the improvements thereof, if any, dedicated to the County on the plat of each Subdivision Unit of the Property, and specifically identified thereon. The term "Dedicated Area" shall include the stormwater management areas including, but not limited to, all pipes, swales and inlets, it being the intention of the Declarants that the County have the necessary ownership and responsibility to operate and maintain the surface water management system pursuant to the terms of the Permit.

Section 4. "Development Plan" shall mean that certain Preliminary Subdivision Plan/Development Plan for Southchase PD - Phase 1A, Parcels 1 and 6, as approved by the County on February 9, 1988, as such Preliminary Subdivision Plan may from time to time be modified, said Preliminary Subdivision Plan be incorporated herein by reference and made a part hereof. The Development Plan generally identifies the number and location of the Subdivision Units within the Property.

Section 5. " 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 6. "Common Area" shall mean all real property including the improvements thereon, owned by a specific Subassociation or Subassociations for the common use and enjoyment of the Subassociation Members of that specific Subassociation or Subassociations, whether acquired by purchase or conveyance from the Declarants, their successors or assigns, by dedication on the various 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 any tangible or intangible personal property acquired by the specific Subassociation. Common Area may include any other real or personal property identified by tract as Common Area on the plat of each subsequent unit of the Property, or designated in the separate Declarations for each subsequent unit of said development. All Common Areas are to be devoted to and intended for the exclusive common use and enjoyment of the members of a specific Subassociation or Subassociations, their families, guests, persons occupying Dwelling Units (as hereinafter defined) on a guest or tenant basis, to the extent designated on recorded plats or authorized by the Board of Directors of such Subassociation.

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, all Conservation Area, Common Area, Limited Common Area, Dedicated Area and streets. The term "Lot" shall also mean and refer to that fractional proportion of each unplatted unit of the Property which would be consistent with the provisions of the

Master Development Plan, which Development Plan at the date of this Master Declaration provides for the phased development of One Thousand Eighty-Seven (1,087) approved Lots within twelve (12) approved Subdivision Units within the Property, said Lots being allocated as follows:

Parcel 1:

Subdivision Unit 1 =	200 Lots
Subdivision Unit 2 =	127 Lots
Subdivision Unit 3 =	107 Lots
Subdivision Unit 4 =	140 Lots
Subdivision Unit 5 =	29 Lots
Subdivision Unit 6 =	<u>103</u> Lots

Total Parcel 1: 706 Lots

Parcel 6:

Subdivision Unit 7 =	44 Lots
Subdivision Unit 8 =	78 Lots
Subdivision Unit 9 =	39 Lots
Subdivision Unit 10 =	68 Lots
Subdivision Unit 11 =	98 Lots
Subdivision Unit 12 =	<u>54</u> Lots

Total Parcel 6: 381 Lots

In the event that the number of Lots approved for development within any of the twelve Subdivision Units is modified by the County subsequent to the date of this Master Declaration, then the terms of this Master 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. "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 9. "Member" shall mean and refer to each Subassociation.

Section 10. "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 11. "Permit" shall mean South Florida Water Management District Permit No. 48-00356-S (Mod), as such permit may from time to time be modified in accordance with the rules, regulations and procedures of SFWMD.

Section 12. "Southchase Development Order" shall mean that certain Development Order for Southchase Development of Regional Impact, adopted on July 20, 1987 by the Board of County Commissioners of Orange County, Florida, as filed on August 4, 1987 at Official Records Book 3906, Page 4380, of the Public Records of Orange County, Florida, the terms and conditions of said Development Order being incorporated herein by reference and made a part hereof.

Section 13. "Southchase Planned Development" shall mean that certain development located in Orange County, Florida, commonly referred to as "Southchase," as approved by the Board of County Commissioners of Orange County, Florida on June 22, 1987, and filed on June 29, 1987 with the Deputy Clerk of the Board of County Commissioners of Orange County, Florida, the terms and conditions of such approval being incorporated herein by reference and made a part hereof.

Section 14. "Subassociation" shall mean and refer to one or more homeowners' association formed for one or more particular unit(s) of the Property and referenced in a separate Declaration recorded by the owner in fee simple of the real property being subjected to such separate Declaration.

Section 15. "Subassociation Member" shall mean and refer to any Owner who is a member of a Subassociation.

Section 16. "SFWMD" shall mean the South Florida Water Management District, a public body existing pursuant to Chapter 373, Florida Statutes, its successors and assigns.

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ARTICLE II

PROPERTY RIGHTS AND PROHIBITED USES

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a non-exclusive right and easement in and to the Conservation Area, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Master Association to dedicate or transfer all or any part of the Conservation 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 Master Association. No such dedication or transfer shall be effective unless approved by a two-thirds (2/3) of the votes of the members. The rights granted in this Section are subject to the provisions of Sections 3 and 4 below.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Conservation Area to the members of his family, his tenants or contract purchasers who reside on the Property.

Section 3. Prohibited Uses. No Owner shall develop, use or occupy all or any portion of the Property in violation of any statute, law, ordinance, rule, regulation or permit applicable to all or any portion of the Property, including but not limited to: (i) the Permit and such other permits which may now or hereafter be issued by SFWMD, (ii) the terms and conditions of approval of the Southchase Planned Development, (iii) the Southchase Development Order, and (iv) the Development Plan.

Section 4. Restrictions or Use of Conservation Area. No activity shall be undertaken within the Conservation Area contrary to the terms and conditions of the Permit, the Development Plan, the Southchase Development Order or the Southchase Planned Development, including but not limited to the following prohibited activities:

- (i) construction or placing of buildings above the ground;

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(ii) dumping or placing soil or other substances such as trash;

(iii) removal or destruction of trees, shrubs or other vegetation;

(iv) excavation, dredging or removal of soil material;

(v) diking or fencing; and

(vi) any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat, conservation or preservation.

Section 5. Hazardous Materials. No Owner shall develop, use or occupy all or any portion of the Property for the generation and/or disposal of any hazardous materials and/or hazardous substances. In the event a Hazardous Materials Contamination Prevention and Reponse Plan is established as provided by the provisions of Section III(15) of the Southchase Development Order, then the development, use and occupancy of the Property shall be subject to and in accordance with such plan.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each Subassociation shall be a member of the Master Association.

Section 2. Voting Rights. Each Subassociation shall be entitled to appoint, elect or designate one (1) voting representative of the Subassociation to the Master Association. Each voting representative shall be entitled to one (1) vote for each Lot within the Subassociation. Each Subassociation shall provide in its Declaration, how its voting representative to the Association will be selected and how such voting representative will be permitted to cast the votes on behalf of the Subassociation.

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ARTICLE IV

MUNICIPAL SERVICE TAXING UNITS AND
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Municipal Service Taxing Units for Maintenance of Dedicated Areas, Drainage and Street Lighting. All maintenance of Dedicated Areas shall be provided by the County with respect to any property dedicated to the County either on a Plat of the Property, or subsequent Plats of the Subdivision Community, or dedicated or conveyed to the County in any other manner. The Property shall be subject to one or more Municipal Service Taxing Units ("MSTU's") for maintenance of Dedicated Areas, drainage and street lighting, whether such MSTU's exist on the effective date of this Master Declaration or are created in the future at the request of either one or more of the Declarants or the County. Declarants are jointly and individually hereby empowered to request that said MSTU's be created, and to subject each and every Lot to tax assessments necessary to provide for said maintenance, drainage and street lighting. Each individual Owner of a Lot by acceptance of the deed of conveyance therefor, hereby agrees to their Lot being subjected to MSTU's or other similar entities or devices for such purposes, and to the taxes imposed thereby, and hereby agrees to support requests for the same to be formed and hereby agrees to not object thereto, whether verbally or in writing.

Section 2. 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 Master 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

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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 3. Purpose of Assessments. The assessments levied by the Master Association shall be used exclusively:

(a) to promote the health, safety and welfare of the residents in the Property;

(b) for the maintenance and operation of the Conservation Area and Dedicated Areas, but only to the extent such maintenance and operation is authorized by the County;

(c) for the payment of operating expenses of the Master Association;

(d) for the payment of taxes, insurance, labor and equipment;

(e) to comply with any requirements imposed by SFWMD, including but not limited to compliance with the provisions of the Permit;

(f) for the improvement, maintenance, repair and replacement of walls along both sides of Wetherbee Road west from the Sunshine State Parkway to the intersection of Wetherbee Road and Road A, as set forth in the Development Plan; and

(g) for the improvement, maintenance and operation of entry features, landscaping (including irrigation thereof) and sidewalks along both sides of Wetherbee Road west from the Sunshine State Parkway to the intersection of Wetherbee Road and Road A, as set forth in the Development Plan; provided, however, that this paragraph shall not be construed to obligate the Master

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Association to improve, maintain or operate the aforementioned amenities or to levy assessments with respect thereto; and provided further that any such activities within publicly dedicated rights-of-way or within the Dedicated Areas shall occur only to the extent permitted by the County.

Section 4. 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 Master Association shall be \$60.00 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 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%) by two-thirds (2/3) of the votes of the members who are voting in person or by proxy, at a meeting duly called for each purpose.

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

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Master 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 Conservation Area and Dedicated Areas, including fixtures and personal property related thereto, or otherwise complying with the requirements of SFWMD or the Permit, provided that any such assessment shall

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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.

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action under Sections 4 and 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. Said notice shall be sent to the members' voting representative to the Master Association and to the Secretary of each Subassociation. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes shall constitute a quorum.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected semi-annually in advance.

Section 8. Date of Commencement of Annual Assessments; Due Dates. For a period of one (1) year from the date of recording of this Master Declaration, the Declarants shall pay the actual operating expenses of the Association, such expenses to be allocated between the Declarants on a per lot basis (i.e., actual operating expenses divided by the total number of lots within Parcel 1 and Parcel 6). Thereafter, assessments shall be paid in accordance with this Section and Sections 4 and 13 of this Article. The first annual assessment shall commence on the first day of the month following one (1) year from the date of recording of this Master Declaration. 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 Master Association shall constitute satisfactory written notice. The due dates shall be established by the Board of Directors. The Master Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an

officer of the Master Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Master Association as to the status of assessments on a Lot is binding upon the Master Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Master 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 Master Association causes a lien to be recorded in the public records giving notice to all persons that the Master 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 Conservation 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 Master 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 attorney's 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 10. 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 11. Collection through Subassociation. The Master Association, at its option, may elect to invoice and collect all assessments through the Subassociations in order to reduce administrative overhead and collection costs. In the event the Master Association makes such election, then the Owner of each Lot shall remit payment of the assessment to the Subassociation which shall in turn promptly forward such payment to the Master Association on behalf of such Lot Owner. The Master Association may bring an action at law or in equity against any Subassociation which fails to invoice and collect assessments payable to the Master Association or otherwise fails to promptly remit such assessments to the Master Association when collected from an Owner.

Section 12. Exempt Property. The following property subject to this Master 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 Conservation Areas, Dedicated Areas, Common Areas and Limited Common Areas; and (iii) all property exempt from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemptions; and (iv) all property owned by a Subassociation or the Wetherbee Road Association, Inc., a Florida not for profit corporation.

Section 13. Declarants Guarantee. For twelve (12) months following the commencement of the first annual assessment as provided in Section 8 of this Article, the Trustee and Tompkins hereby covenant and agree to pay the difference, if any, between the total annual operating expenses of the Master Association and the amount of the annual assessment collected by the Association pursuant to this Article. In the event of any such operating

deficit, Trustee shall pay to the Master Association thirty-five percent (35%) of any such deficit and Tompkins shall pay to the Association sixty-five percent (65%) of any such deficit. The obligations of Trustee and Tompkins under this Section shall terminate twelve (12) months following the commencement of the first annual assessment as provided in Section 8 of this Article.

ARTICLE V

INSURANCE

Section 1. Insurance. The Master Association shall procure and keep in force public liability insurance in the name of the Master Association and the Owners against any liability for personal injury or property damage resulting from any occurrence in or about the Conservation 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. Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Master 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 Master Association, and (ii) contain a waiver of subrogation by the insurer(s) against the Master Association, Board and Owners.

Section 2. FHA/VA Requirements. Anything contained herein to the contrary notwithstanding, the Master 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.

ARTICLE VI

**COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS**

Section 1. Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Conservation 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 Conservation 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 Conservation 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 Conservation Area. In addition there shall exist no right to transfer the right to the use and enjoyment of the Conservation 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 Conservation Area appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Declarants or the Master 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 VII

LENDER'S RIGHTS

Section 1. Information. Upon written request, the Master 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 Master Declaration, the Articles of Incorporation and By-Laws of the Master Association, and the records, books and financial statements of the Master 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 Master Association for the immediately preceding fiscal year.

Section 3. Lender's Notice. Upon written request to the Master 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 Lot securing its mortgage;

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

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

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

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Master Association, the Trustee, the EF Development, Tompkins, Jones 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 Master Declaration. Failure by the Master Association, the Trustee, EF Development, Tompkins, Jones 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 Master Association shall seek to enforce the provisions of this Master Declaration, then the Master Association shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal.

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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 Master Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Master Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Master 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, provided that any amendments which affect the surface water management system for the Property, including the Conservation Areas, must have the prior approval of SFWMD.

(b) Notwithstanding any provision to the contrary herein contained, the Declarants shall have the right to amend this Master 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 Master Declaration to comply with applicable FHA, VA, FNMA and/or FHLMC requirements. Such an amendment to this Master Declaration, the Articles of Incorporation or By-Laws of the Master Association need be signed and acknowledged only by the Declarants and need not be approved by the Master Association, Lot Owners or lienors, or mortgagees of Lots, whether or not elsewhere required for an amendment; provided, however, that any amendments which affect the surface water management system for the Property, including the Conservation Areas, must have the prior approval of SFWMD.

(c) Notwithstanding any provision contained in this Section 3 to the contrary, any amendment to this Master

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 Master Declaration, shall not become effective unless joined in and consented to by such lender, holder, insurer or guarantor.

(d) Notwithstanding any provision contained herein to the contrary, upon the platting of all or any portion of Parcel 1, the Declarants shall execute an amendment to this Master Declaration which describes such platted portion of Parcel 1 by platted Lot and Tract description and such platted Lot and Tract description shall supercede the legal description of Parcel 1 set forth in Exhibit B hereto. The Declarants shall have the right and obligation to amend this Master Declaration as aforesaid without the consent, approval or joinder of any other person or Owner. Notwithstanding any provision contained herein to the contrary, any such amendment to this Master Declaration need be signed and acknowledged only by the Declarants and need not be approved by the Master Association, Lot Owners or lienors or mortgagees of Lots and Tracts, whether or not elsewhere required for an amendment.

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

Section 4. Annexation. Additional residential property, Common Area and Conservation Area may be annexed to the Property with the consent of two-thirds (2/3) of the votes of the members.

Section 5. Right of Master Association to Merge. The Master 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 and SFWMD approves such merger. This right shall be exercised by recording of an Amendment to this Master Declaration recorded among the Public Records of Orange County, which Amendment shall set forth a legal description of the property to which this Master Declaration, as amended, shall apply. The Amendment shall further have attached to it a resolution of this Master 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 votes 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. Wetlands Monitoring Program. The Master Association shall be responsible for all costs related to compliance with the requirements of SFWMD requirements with respect to the Property, including but not limited to the cost of complying with the terms and conditions of the Permit and the cost of the Wetlands Monitoring/Maintenance Program approved by the South Florida Water Management District under the terms of the Permit; provided, however that said Wetlands Monitoring Maintenance Program shall be administered by EF Development, at the expense of the Master Association, unless SFWMD approves a transfer of responsibility to the Master Association.

Section 7. Conflict with Subassociation. In the event of any conflict between the provisions of this Master Declaration and any other Declaration of Covenants, Conditions and Restrictions affecting any portion of the Property, the provisions of this Master Declaration shall prevail. In the event of any conflict between this Master Declaration and the Articles of Incorporation or By-Laws of a Subassociation, the provisions of this Master Declaration shall prevail.

Section 8. Conveyance of Conservation Area.

(a) The Trustee shall, contemporaneous, with the recording of this Master Declaration, convey to the Master Association those Conservation Areas described in Exhibit "C" attached hereto. Tompkins shall, promptly following the platting of Parcel 1, convey to the Master Association those Conservation

Areas shown on the recorded plat or plats of Parcel 1. The Conservation Area shall be conveyed to the Master Association by Special Warranty Deed free and clear of any mortgages and other liens.

(b) Contemporaneous with the recording of the plat or plats of Parcel 1, the Declarants shall execute an amendment to this Master Declaration which describes the Conservation Area located within Parcel 1 by a platted tract description. The Declarants shall have the right and obligation to amend this Master Declaration as aforesaid without the consent, approval or joinder of any other person or Owner. Notwithstanding any provision contained herein to the contrary, any such amendment to this Master Declaration need be signed and acknowledged only by the Declarants and need not be approved by the Master Association, Lot Owners, or lienors or mortgagees of Lots and Tracts, whether or not elsewhere required for an amendment.

Section 9. Maintenance of Conservation Area.

Notwithstanding any provision contained herein to the contrary, the Master Association shall maintain the Conservation Area to the extent such maintenance is authorized by the County and SFWMD.

Section 10. Indemnification of County.

(a) The Master 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 Conservation Area.

(b) The County shall be a third party beneficiary with respect to the obligations of the Master Association to maintain the Conservation Areas and shall have the right to enforce all provisions of this Master Declaration with respect thereto by any proceeding at law or in equity. If the County shall seek to enforce the aforesaid provisions of this Master 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 on appeal. The provisions of Sections 8, 9 and 10 of this Article shall not be amended without the prior written consent of the County. Furthermore, the provisions of this Master Declaration with respect to the obligations of the Master Association to maintain the Conservation Area shall not be amended or removed without the prior written consent of the County.

IN WITNESS WHEREOF, RUSSELL W. DIVINE, as Trustee under Trust Agreement dated December 16, 1988, E F DEVELOPMENT, INC., TOMPKINS INVESTMENT GROUP INCORPORATED and J.E. JONES CONSTRUCTION COMPANY have caused their respective seals to be hereunto affixed and these presents to be signed by their proper officers, or representatives, thereunder duly authorized, as of the 2nd day of August, 1989.

Signed, sealed and delivered in the presence of:

Stewart
Carl J. Cafaro



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

OR 4 106 PG 0496

E F DEVELOPMENT, INC.,
a Florida corporation

Whisley M. Patterson
Mary P. Mears

By: Jeffrey B. Fuqua
JEFFREY B. FUQUA, President

(CORPORATE SEAL)

TOMPKINS INVESTMENT
GROUP INCORPORATED,
a Delaware corporation

Margaret J. Stallen
Susan P. Schroder

By: [Signature]
President

(CORPORATE SEAL)

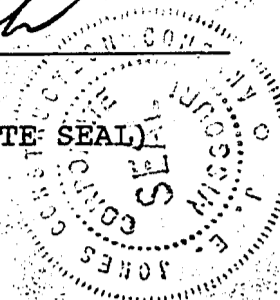
J.E. JONES CONSTRUCTION COMPANY
a Missouri corporation

Whisley M. Patterson
Mary P. Mears

By:

J.W. [Signature]

(CORPORATE SEAL)



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 acknowledgements, 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.

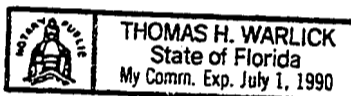
WITNESS my hand and official seal in the County and State last aforesaid this 1st day of AUGUST, 1989.

[Signature]
Notary Public

(NOTARIAL SEAL)

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 FUQUA**, 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.

[Signature]
Notary Public

(NOTARIAL SEAL)

My commission expires:

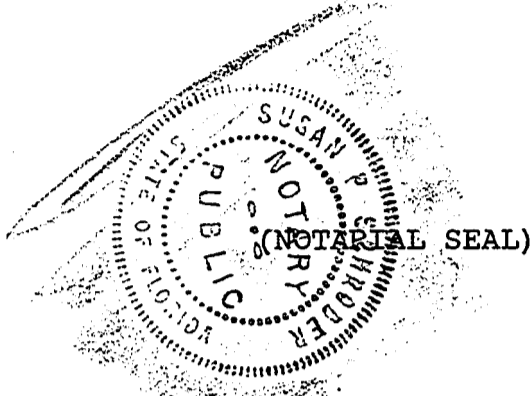
Notary Public, State of Florida
My Commission Expires June 21, 1992
Bonded to the [unclear] Insurance Inc. [unclear]

STATE OF FLORIDA)
) SS
COUNTY OF Osceola)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. Stephen Hudson, well known to me to be the President of **TOMPKINS INVESTMENT GROUP INCORPORATED**, a Delaware 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 2nd day of August, 1989.



Susan P. Schroder
Notary Public

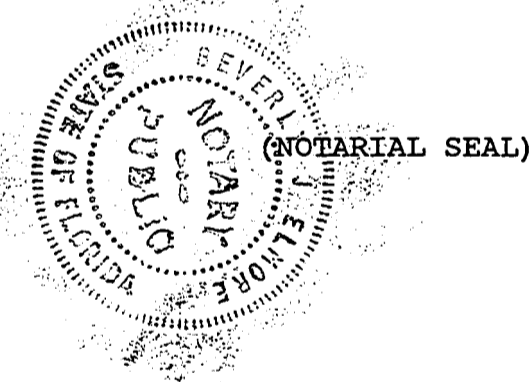
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 5, 1992
BONDED THRU GENERAL INS. UND.

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. Elmore
Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires June 21, 1992
Bonded Thru Troy Bolt - Insurance Inc.

EXHIBIT "A"

"PARCEL 6"

Lots 1 thru 44, inclusive, and Tract A, Southchase Unit 7, according to the plat thereof recorded in Plat Book 24, Page 23; 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 25, 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.

OR4106PG0499

EXHIBIT "B"

(Parcel 1)

That part of Sections 14, 15, 22 and 23, Township 24 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Begin at the Northeast corner of the Southeast 1/4 of said Section 15; thence run S 00°01'46" W along the East line of said Southeast 1/4 for a distance of 21.28 feet to a point lying 2675.82 feet South of (when measured at right angles) to the North line of said Section 14; thence run N 89°47'53" E parallel with the North line of said Section 14 for a distance of 60.54 feet to the Westerly Right-of-Way line of the Sunshine State Parkway (a 400' R/W); thence run S 00°29'50" E along said Westerly Right-of-Way line for a distance of 3023.80 feet to the Northerly Right-of-Way line of proposed Wetherbee Road; thence run the following courses along said Northerly Right-of-Way line; thence S 74°28'29" W for a distance of 236.14 feet; thence run S 69°00'13" W for a distance of 104.71 feet; thence run S 72°25'31" W for a distance of 121.79 feet to a point on a non-tangent curve concave Southeasterly having a radius of 2980.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 02°57'49" for a distance of 154.14 feet having a chord bearing of S 73°32'32" W; thence S 60°01'25" W for a distance of 104.34 feet to a point on a non-tangent curve concave Southeasterly having a radius of 2960.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 03°57'05" for a distance of 204.14 feet; having a chord bearing of S 68°06'33" W; thence run S 66°08'00" W for a distance of 1325.31 feet; thence leaving the aforementioned Northerly Right-of-Way line run N 08°52'00" W for a distance of 83.29 feet to the point of curvature of a curve concave Southwesterly having a radius of 2950.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 19°08'00" for a distance of 985.12 feet to the point of tangency; thence run S 74°48'54" W for a distance of 1333.55 feet to the centerline of Eighth Street (a 50' R/W) according to the PLAT OF FLAMINGO as recorded in Plat Book K, Page 111 of the Public Records of Orange County, Florida; thence run N 00°15'32" E along said centerline for a distance 552.50 feet; thence run N 89°25'18" E along the South line of Lot 16, Block B of IRLO O. BRONSON'S SUBDIVISION as recorded in Plat Book Q, Page 156 of the Public Records of Orange County, Florida and the South line of the Southwest 1/4 of said Section 15 for a distance of 276.34 feet; thence run N 00°02'47" W along the East line of said plat of IRLO O. BRONSON'S SUBDIVISION for a distance of 2649.40 feet; thence run N 89°36'47" E along the North line of the South 1/2 of said Section 15 for a distance of 3327.45 feet to the Point of Beginning.

LESS: Lots 13, 14 and 15, Block 5; Lots 9 and 10, Block 22; Lots 19 and 20, Block 24; Lot 7, Block 29 PLAT OF FLAMINGO as recorded in Plat Book K, Page 72 of the Public Records of Orange County, Florida

AND LESS: platted road rights-of-way per the aforesaid Plats.

AND LESS: platted road rights-of-way per the plat of Connelly, 1st Addition, as recorded in Plat Book J, Pages 58 and 59 of the Public Records of Orange County, Florida

AND

PLUS THE FOLLOWING DESCRIBED PARCEL:

OR4106PG0500

EXHIBIT "B" continued

That part of Sections 15 and 22, Township 24 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 15; thence run S 00°01'46" W along the East line of said Southeast 1/4 for a distance of 21.28 feet to point lying 2675.82 feet South of (when measured at right angles) to the North line of Section 14, Township 24 South, Range 29 East, Orange County, Florida; thence run N 89°47'53" E parallel with the North line of said Section 14 for a distance of 60.54 feet to the Westerly Right-of-Way line of the Sunshine State Parkway (a 400' R/W); thence run S 00°29'50" E along said Westerly Right-of-Way line for a distance of 3023.80 feet to the Northerly Right-of-Way line of proposed Wetherbee Road; thence run the following courses along said Northerly Right-of-Way line; thence S 74°28'29" W for a distance of 236.14 feet; thence run S 69°00'13" W for a distance of 104.71 feet; thence run S 72°25'31" W for a distance of 121.79 feet to a point on a non-tangent curve concave Southeasterly having a radius of 2980.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 02°57'49" for a distance of 154.14 feet having a chord bearing of S 73°32'32" W; thence S 60°01'25" W for a distance of 104.34 feet to a point on a non-tangent curve concave Southeasterly having a radius of 2960.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 03°57'05" for a distance of 204.14 feet, having a chord bearing of S 68°06'33" W; thence run S 66°08'00" W for a distance of 327.00 feet; thence leaving the aforementioned Northerly Right-of-Way line run N 23°52'00" W for a distance of 71.30 feet to the point of curvature of a curve concave to the Southeast having a radius of 550.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 90°53'56" for a distance of 872.57 feet to the point of reverse curvature of a curve concave to the Northwest having a radius of 515.83 feet; thence run Northeasterly along the arc of said curve through a central angle of 34°45'58" for a distance of 313.00 feet; thence run N 48°44'42" W for a distance of 158.93 feet; thence run N 54°42'51" W for a distance of 165.78 feet; thence run N 49°26'02" W for a distance of 71.07 feet; thence run N 60°48'25" W for a distance of 99.85 feet; thence run N 65°03'04" W for a distance of 123.20 feet to the Point of Beginning.

Thence run N 20°54'09" E for a distance of 202.11 feet; thence run N 16°28'44" E for a distance of 146.72 feet; thence run N 04°14'04" E for a distance of 249.00 feet; thence run N 43°43'02" E for a distance of 237.61 feet; thence run N 55°39'46" E for a distance of 251.65 feet to a point on a curve concave to the Southwest having a radius of 981.43 feet and a chord bearing of N 36°02'49" W; thence run Northwesterly along the arc of said curve through a central angle of 04°15'42" for a distance of 73.00 feet; thence run N 38°10'40" W for a distance of 217.15 feet to the point of curvature of a curve concave to the Southwest having a radius of 818.07 feet; thence run Northwesterly along the arc of said curve through a central angle of 48°40'22" for a distance of 694.95 feet; thence run N 86°51'02" W for a distance of 209.71 feet to the point of curvature of a curve concave to the Southeast having a radius of 952.85 feet; thence run Southwesterly along the arc of said curve through a central angle of 60°53'11" for a distance of 1012.56 feet; thence run S 32°15'47" W for a distance of 204.14 feet to the point of curvature of a curve concave Easterly having a radius of 861.45 feet; thence run Southerly along the arc of said curve through a central angle of 60°15'47" for a distance of 906.07 feet; thence run S 28°00'00" E for a distance of 578.00 feet; thence run N 88°18'17" E for a distance of 160.66 feet; thence run N 59°24'28" E for a distance of 441.66 feet; thence run N 05°29'16" E for a distance of 86.34 feet; thence run N 21°58'04" E for a distance of 121.58 feet; thence run N 48°17'35" E for a distance of 57.02 feet; thence run N 62°47'01" E for a distance of 132.38 feet; thence run N 75°31'31" E for a distance of 161.60 feet; thence run

EXHIBIT "B" Continued

N 88°33'53" E for a distance of 239.23 feet; thence run
S 65°03'04" E for a distance of 64.00 feet to the Point of
Beginning.

LESS the platted road rights-of-way as shown in the PLAT OF
FLAMINGO, Plat Book K, Page 72 of the Public Records of Orange
County, Florida.

Containing 60.361 acres more or less and being subject to any
rights-of-way, restrictions and easements of record.

GNTMV3/5266I(2)
E38 (07/31/89)

OR4106PG0502

EXHIBIT "C"

The Conservation Area shall include, but not be limited to, the following described lands:

Tract A, Southchase Unit 8, according to plat thereof recorded in Plat Book 24, Page 25-27, Public Records of Orange County, Florida; and

Tract B, Southchase Unit 12, according to plat thereof recorded in Plat Book 24, Page 34-36, Public Records of Orange County, Florida.

FLOPPY/D0355aaa(17)
E38-5266 (06/30/89)

OR4106PG0503

JOINDER AND CONSENT

BARNETT BANK OF CENTRAL FLORIDA, N.A. (hereinafter "Barnett"), as the owner and holde 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 Master 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:

[Signature]
[Signature]

BARNETT BANK OF CENTRAL FLORIDA, N.A.

By: [Signature]
SINDY QUACKENBUSH,
Vice President

(CORPORATE SEAL)

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 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.

(NOTARIAL SEAL)

[Signature]
Notary Public

My commission expires:

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

JOINDER AND CONSENT

FIRSTSTATE FINANCIAL, a Savings Bank (hereinafter "Firststate"), as the owner and holder of that certain mortgage and security agreement recorded in Official Records Book 4018, at Pages 2597-2630, Public Records of Orange County, Florida (hereinafter the "Mortgage"), hereby consents to and joins in the foregoing Master Declaration.

IN WITNESS WHEREOF, Firststate Financial, a Savings Bank, has caused this instrument to be executed in its name by its proper officer thereunto duly authorized as of the 20th day of June, 1989.

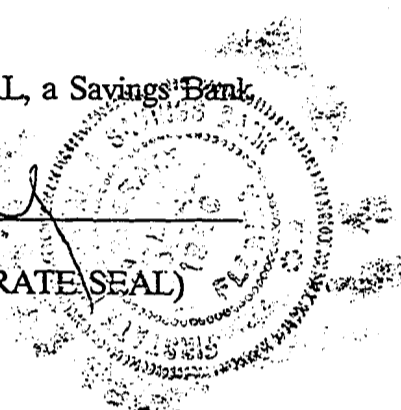
Signed, sealed and delivered
in the presence of:

FIRSTSTATE FINANCIAL, a Savings Bank

Glenn P. Kelly
Archie Rutkowski

By: Glenn P. Kelly

(CORPORATE SEAL)



STATE OF FLORIDA)
COUNTY OF) SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Glenn P. Kelly, well known to me to be the Sr. Vice President of FIRSTSTATE FINANCIAL, a Savings Bank, 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 20th day of June, 1989.



Archie Rutkowski

Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 11, 1992

RECORDED & RECORD VERIFIED
Martha A. Heynie
County Comptroller, Orange Co., FL

OR 4106 PG 0505