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WILLOWWOOD, UNIT ONE
DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions ("Declaration"), is made and entered into as of this 23rd day of May, A.D., 1984, by WILLOWWOOD DEVELOPMENT COMPANY, a Florida general partnership, hereinafter referred to as the "Developer."

RECITALS

A. The Developer is the owner of the Subject Property, as defined in Article I of this Declaration, and otner contiguous property located in Orange County, Florida, all of which property is hereinafter referred to as the "WillowWood Development Property."

B. The Developer desires to create in the Willowwood Development Property a residential community with playgrounds, open spaces, and other common facilities for the benefit of said community.

C. The Developer desires to develop the WillowWood Development Property in phases, the first phase of which shall be the development of the portion described as the Subject Property in Article I.

D. The Developer will add additional phases within the WillowWood Development Property in accordance with the provisions of Article II.

E. The Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of street lights, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the Subject 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 Subject Property and each Owner thereof.

F. The Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

G. The Developer will incorporate under the laws of the State of Florida, as a non-profit corporation, WILLOWWOOD HOMEOWNERS' ASSOCIATION, INC., the purpose of which is to exercise the functions aforesaid for the WillowWood Development Property.

THIS INSTRUMENT PREPARED BY:

J. LINDSAY BUILDER, JR., ESQUIRE
Godbold, Allen, Brown & Builder, P.A.
180 Park Avenue North, Suite 2A
Post Office Box 1570
Winter Park, FLorida 32789

DECLARATION

NOW, THEREFORE, the Developer declares that the real property described as the Subject Property in Article I shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

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

(a) "Association" shall mean and refer to the WILLOWWOOD HOMEOWNERS' ASSOCIATION, INC.

(b) "The Properties" shall mean and refer to the Subject Property and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, which term shall also mean the WillowWood Development Property.

(c) "Common Property" shall mean and refer to those areas of land designated as alphabetical tracts with the word "Tract" followed by a capital letter such as "Tract A," and shown on any recorded subdivision plat of The Properties intended to be devoted to the general use and enjoyment of the Owners of The Properties.

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

(e) "Living Unit" shall mean and refer to any portion of a building or a single family structure situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

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

(g) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1.

(h) "Subject Property" shall mean and refer to WILLOWWOOD, UNIT ONE, per the recorded plat in Plat Book 13, Pages 145 and 146, Public Records of Orange County, Florida.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION
AND
ADDITIONS TO EXISTING PROPERTY

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

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration by any one of the following procedures:

(a) The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional property at future stages and the Developer covenants that the addition of property contemplated hereby will be brought into this scheme in accordance with a development plan approved by the appropriate officials of Orange County prior to the sale of any Lot in the WillowWood Development Property.

Such development plan shows the proposed additions to the Subject Property and contains: (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of common properties proposed for each stage; and (3) the general nature of proposed common facilities and improvements which, if made, will become subject to assessment for their just share of Association expenses. Such development plan shall not bind the Developer, its successors or assigns, to the proposed additions or to adhere to the development plan in any subsequent development of the land shown thereon.

The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the basic scheme of the covenants and restrictions of this Declaration to such property.

Such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect experience or the different character, if any, of the added properties. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants and restrictions established by this Declaration within the Subject Property. Any such Supplemental Declaration of Covenants and Restrictions shall interlock all rights of Members of the Association to the end that all rights resulting to Members of the Association shall be uniform as between and among all sections of The Properties.

(b) Additions of Contiguous Property Not Part of General Plan of Development. The Developer, its successors and assigns, shall also have the right to bring within the scheme of this Declaration additional property which is not presently part of the WillowWood final development plan. Such additional property must be contiguous with the property now involved with such development plan and will be added in the same manner and with the same general intent as the property covered by such Plan.

(c) Mergers. Upon a merger or consolidation of the Association with another association as will be provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration and any Supplemental Declarations upon The Properties. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Subject Property, except as hereinafter provided.

Section 3. General Provisions Regarding Additional Property. Regardless of the above method used to add additional property to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners of The Properties to utilize the Common Property as established hereunder except to grant to the Owners of The Properties being added the right to use the Common Property as established hereunder and the right to proportionately change voting rights and assessments, as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

(a) Except as set forth herein, every Owner shall be a Member of the Association. No person or entity who holds record title of a fee or undivided fee interest in any Lot merely as a security for the performance of any obligation shall be a Member. A builder who in its normal course of business purchases a Lot for the purpose of constructing a Living Unit thereon for resale shall not become a Member of the Association. Only those persons who purchase a Lot and improvements thereon after completion of construction and the Developer shall be Members. If a builder does occupy the Living Unit, and does pay all the assessments required in Article VI, he shall become a Member.

(b) For the purpose of this Article the Developer shall be considered the record Owner of a fee interest in and therefore a Member in regards to all unsold Lots and completed but unsold Living Units either developed or contemplated in the WillowWood Development Property. The Developer has filed with the Zoning Department of Orange County, Florida, the final plan of development of the WillowWood Development Property which calls for development of a total of 117 Living Units. The Developer shall have the Voting Rights described in Section 2 of this Article in regards to the number of planned Living Units on file with the Zoning Department, as the number may be amended from time to time.

(c) The Developer shall also have the Voting Rights to all Lots owned by persons or entities not entitled to Membership as herein defined.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Member shall be the Developer. The Class B Member shall be entitled to four votes for each Lot in which it holds the interest required for membership by Section 1, for each Lot contemplated to be developed in the WillowWood Development Property, and for each Lot owned by persons or entities not entitled to Membership.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Use of Common Property. Subject to the provisions of Section 3 of this Article, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Property. The Developer may retain the legal title to the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same. The Developer may convey to the Association certain items of the Common Property and retain others. To illustrate, the Developer may, at its discretion, immediately convey to the Association all landscaped beautification areas upon completion of same without conveying to the Association other Common Property. Notwithstanding any provision herein to the contrary, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey all Common Property located within The Properties when the Developer has legally conveyed to Owners other than itself one hundred percent (100%) of the Lots within The Properties.

Section 3. Extent of Members' Rights. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Property, and in aid thereof, to mortgage the Common Property; and

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

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

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

(e) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken; and unless fifty-one percent (51%) of the Members entitled to cast the votes of the membership in accordance with Article III, have agreed to such dedication, transfer, purpose or condition; and

(f) The rights of Members of the Association shall in no way be altered or restricted because of the location of the Common Property in a phase of The Properties in which such Member is not a resident. The Common Property shall be used by the membership, notwithstanding the section of The Properties in which the Lot is acquired. Notwithstanding anything herein to the

contrary, the Developer reserves the right to designate certain areas on future plats of portions of the WillowWood Development Property as restricted to the use and enjoyment of owners of lots or parcels within such portion. Members of the Association other than Members as a result of ownership of portions of the parcels so platted, shall have no right to the use and enjoyment of such restricted areas, nor shall such Members be required to pay any portion of the cost of maintenance of such restricted areas.

ARTICLE V

EASEMENTS

Section 1. Owners' Rights and Duties; Utilities. The rights and duties of the Owners with respect to water, sewer, electricity, gas and telephone lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections, water house connections, electricity, gas and telephone lines or drainage facilities are installed within the Subject Property, the Owners of any Lot served by said connections, lines or facilities shall have the right, and there is hereby reserved to the Developer, its successors and assigns, an easement to the full extent necessary therefor, together with the right to grant and transfer the same to the Owners, to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections, lines or facilities, as and when the same may be necessary as set forth below.

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

Section 2. Construction and Sales. There is hereby reserved to the Developer, its successors and assigns, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots together with the right of the Developer, its successors and assigns, to grant and transfer the same, over the Common Property easements for construction, utility lines, display, maintenance, and exhibit purposes in connection with the erection and sale of Living Units within the Subject Property; provided, however, that such use shall not be for a period beyond the earlier of (i) ten (10) years from the conveyance of the first Lot to an Owner; or (ii) the occupancy of all Living Units by persons other than the builder of such Living Unit (unless the builder pays all assessments required by Article VI); and provided further, that no such use by the Developer and others shall otherwise restrict the Members in the reasonable use and enjoyment of the Common Property.

Section 3. Utilities. Easements over the Subject Property for the installation and maintenance of electric, telephone, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded plat of the Subject Property are hereby reserved by the Developer, its successors and assigns, together with the right to grant and transfer the same.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) an original assessment; (2) annual assessments; and (3) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. Provided, however, the Developer shall not be required to pay any assessments for any Lots it owns or for any Lots for which it is considered a Member. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

If the assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as are 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 Association may cause a lien to be recorded in the Public Records giving notice to all persons that the Association is asserting a lien upon the Lot for the unpaid assessments, interest thereon and costs of collection, including both legal fees and costs and administrative costs.

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 highest rate of interest allowed by the laws of the State of Florida, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment, the stated interest, together with the costs of the action, including legal fees, whether or not judicial proceedings are involved, also including legal fees and costs incurred on any appeal of a lower court decision.

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

(a) Payment of operating expenses of the Association;

(b) Lighting, improvement and beautification of access ways and easement areas;

(c) Maintenance, improvement and operation of any private streets or rights-of-way for the benefit of the Subject Property;

(d) Management, maintenance, improvement and beautification of parks, lakes, ponds, buffer strips, and recreation

areas and facilities and all other Common Property, and improvements thereon, including maintenance of the street trees located on the entrance road leading into The Properties;

(e) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the Association;

(f) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association;

(g) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Association;

(h) Repayment of funds and interest thereon, which have been or may be borrowed by the Association for any of the aforesaid purposes; and

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

Section 3. Original and Annual Assessments.

(a) Original Assessment. The original assessment shall be Three Hundred Dollars ($300.00) per Living Unit and shall be paid by the new Owner at the time of the original closing on a Living Unit. The Association may use any part or all of said sum for the purposes set forth in Section 2 of this Article. The builder who purchases a Lot to build a Living Unit thereon for resale to others shall not be required to pay the original assessment. If a builder who builds a Living Unit occupies the Living Unit, he shall be required to pay the original assessment, all annual assessments, and any special assessments, effective the day he occupies the Living Unit.

(b) Annual Assessment. The Association shall collect an annual assessment for each calendar year. The annual assessment for the year commencing January 1, 1984, shall be Two Hundred Forty Dollars ($240.00) per Lot, payable semi-annually on January 1 and July 1 of each year. This annual assessment shall be in addition to the above mentioned original assessment and shall be prorated in the year of initial purchase of a Lot. The builder who purchases a Lot to build a Living Unit thereon shall be responsible for the annual assessments during the time the builder holds title to the Lot. Said assessment shall be paid directly to the Association, to be held in accordance with the above provisions.

(c) Adjustment to Annual Assessments. The Association may adjust the annual assessment prior to the end of each Calendar Year. Such adjustment shall be in accordance with changes in the Consumer Price Index (hereinafter called the "Price Index"). The Price Index shall mean the average for "all items" shown on the "U.S. city average for urban wage earners and clerical workers (including single workers), all items, groups, subgroups and special groups of items" as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor, using the 1967 annual average with a base of 100.

The annual assessment shall be adjusted in accordance with the following provisions:

(1) The Price Index for August, 1983, shall be designated the Base Price Index;

(2) Prior to the end of the first calendar year and each year thereafter, the Association Board of Directors may adjust the annual assessment so that the ratio of the Price Index for August of that year to the adjusted annual assessment shall be the same as the ratio of the Base Price Index to Two Hundred Forty Dollars ($240.00). Provided, however, after consideration of current maintenance costs and future needs of the Association, the Association Board of Directors may set the annual assessment at a lesser amount than the previous year;

(3) No adjustment whatever shall be made in the annual assessment for any year unless the adjusted annual assessment computed as above provided varies by more than one percent (1%) from the then current annual assessment;

(4) No adjustment shall be made which increases the annual assessment for any year more than fifteen percent (15%) from the previous annual assessment unless approved by fifty-one percent (51%) of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall have been sent to all Members at least thirty (30) days in advance and shall have set forth the purpose of the meeting;

(5) No adjustment shall reduce the annual assessment below Two Hundred Forty Dollars ($240.00);

(6) The Association shall send a notice to the Owners setting forth any adjustment in the annual assessment and the calculations of such adjustment. Such notice must be sent at least fifteen (15) days prior to the payment date of the first installment of the annual assessment.

In the event that a substantial change is made in the method of establishing the Price Index, then the Price Index shall be adjusted to the figure that would have resulted had no change occurred in the manner of computing such Price Index. In the event that such Price Index (or its successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information heretofore used in determining the Price Index shall be used in lieu of such Price Index.

Section 4. Special Assessments for Capital Improvements. In addition to the assessments authorized by Section 3 hereof, 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 or reconstruction, unexpected repair or replacement of any capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall have been sent to all Members at least thirty (30) days in advance and shall have set forth the purpose of the meeting.

Section 5. Change in Original Assessment. The Developer may adjust the original assessment at any time, but no adjustment shall reduce the original assessment to below Three Hundred Dollars ($300.00).

Section 6. Quorum for any Action Authorized Under Section 3(c)(4) or Section 4. The quorum required for any action authorized by Section 3(c)(4) or Section 4 of this Article shall be as follows:

At the first meeting called, as provided in Section 3(c)(4) or Section 4 of this Article, the presence at the meeting of

Members or of proxies, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 3(c)(4) or Section 4 of this Article, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Certificate of Payment. The Association shall upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Lot subject to assessment. This subordination shall not relieve such Lot from liability for any assessments now or hereafter due and payable.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by any local public authority and devoted to public use; (b) all Common Property as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption; and (d) all property owned by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens, other than Lots owned by the Developer.

ARTICLE VII

ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration be made to any previous improvement on a Lot 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 Board as hereinafter defined.

Section 1. Composition. The Developer shall form a committee to be known as the "Architectural Review Board," hereinafter referred to as "ARB", to initially consist of three (3) persons to be designated by the Developer. The ARB shall maintain this composition until control of the Association has been passed to the Owners other than the Developer. At such time the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board. Provided, however, that in its selection, the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as the Developer owns any Lots in The Properties or has not completed development of the WillowWood Development Property. Neither the Association, the Board of Directors of the Association, nor the Members of the Association, shall have the authority to amend or alter the number of members of the ARB which is irrevocably herein set forth as three (3) members. A quorum of the ARB shall be two (2)

members. No decision of the ARB shall be binding without a two-thirds (2/3) vote by the members. The ARB can make decisions without a meeting so long as two (2) members approve of such decision in writing prior to the action taken.

Section 2. Planning Criteria. The Developer, in order to give guidelines concerning construction and maintenance of Living Units, has promulgated the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") for the Subject Property, a copy of which is attached as Exhibit "A". The Developer declares that the Subject Property shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria set forth on Exhibit "A", as amended from time to time by the ARB.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) To amend from time to time the Planning Criteria, or to waive minor violations of the Planning Criteria, at the discretion of the ARB. Any amendments shall be set forth in writing. A copy of any amendment must be sent to all Members, certified, return receipt requested, at the latest address for such Member on file with the Association. Any amendment shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) To approve all buildings, fences, walls, pools or other structures which shall be commenced, erected or maintained upon The Properties and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials, and location of the same and shall approve in writing as to the harmony of the external design and location in relation to surrounding structures and topography. The ARB shall have the right to reject the plans for any building to be built on a Lot if in the sole judgment of the ARB such building, when completed, will be similar in exterior elevation to another building in the general area;

(c) To approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc., is not consistent with the planned development of The Properties or contiguous lands thereto;

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

(e) To require each builder to submit two (2) sets of plans and specifications to the ARB prior to obtaining a building permit, which set of plans and specifications shall become the property of the ARB. The work contemplated must be performed substantially in accordance with the plans and specifications as approved. All approvals of plans or specifications must be evidenced by the signatures of at least two (2) members of the ARB on the plans or specifications furnished. The existence of the signatures of at least two (2) members of the ARB on any plan or specification shall be conclusive proof of the approval by the ARB of such plans and/or specifications.

Section 4. Initial Construction of a Living Unit. The Owner who initially constructs the Living Unit must complete such construction in a timely manner and substantially in accordance with all plans and specifications approved by the ARB, including plans for Lot grading, building plans and specifications, landscaping plans, pool plans and any other plans for construction of any improvement on the Lot (the "Construction"). The Owner shall notify the ARB in writing when the Construction has been completed

and the ARB shall, within ten (10) days of receiving such notice, make an inspection to verify compliance with the approved plans.

Should the ARB or the Developer determine that the Construction has not been completed in accordance with the approved plans and specifications, either the ARB or the Developer shall notify the Owner in writing citing deficiencies and the Owner shall within fifteen (15) days after receipt of notice commence correction of the deficiencies, and continue in an expeditious manner until all deficiencies have been corrected.

Should such Construction not be completed in a timely manner as determined by the ARB or the Developer, or not be completed in accordance with the plans and specifications approved by the ARB, the ARB or the Developer shall have the right to seek specific performance of the Owner's obligation to complete the Construction as approved by the ARB; or in the alternative, to enter upon the Lot and complete the Construction as approved at the expense of the Owner, subject, however, to the following provisions. Prior to commencement of any work on a Lot, the ARB or the Developer must furnish written notice to the Owner at the last address listed in the records of the Association for the Owner, notifying the Owner that unless the specified deficiencies are corrected within thirty (30) days, the ARB or the Developer shall correct the deficiencies and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the ARB or the Developer shall have the right to enter in or upon any such Lot or to hire personnel to do so to complete the Construction as approved by the ARB. The cost of such work, including labor and materials, shall be assessed against the Lot upon which such work is performed and the Association or the Developer shall record a Claim of Lien against the Lot for the work performed, and it shall be a lien and obligation of the Owner and shall become due and payable upon the recording of the Claim of Lien and shall be enforced and collected as provided in Section 1 of Article IV hereof.

The obligation to complete the Construction as approved and the lien provided above shall be binding upon and enforceable against all current and future Owners of the Lot.

Any attorneys' fees or costs and any administrative costs incurred by the ARB or the Developer in enforcing the provisions hereof, including attorneys' fees and costs on appeal of any lower court decision, shall be payable by the Owner, and the Claim of Lien shall further secure the payment of such sums.

Section 5. Certificate of Approval. Upon completion of the Construction, or upon correction of deficiencies cited by the ARB or the Developer, the Owner shall notify the ARB and the Developer in writing to inspect the Lot. If the ARB and the Developer determine that the Construction has been completed in accordance with the approved plans and specifications, the ARB shall issue to the Owner a "Certificate of Approval" in recordable form, executed by a majority of the members of the ARB with the corporate seal of the Association affixed.

Until such time as a Certificate of Approval is issued, the current Owner and all future Owners of the Lot shall be obligated to complete the Construction as approved by the ARB. The recording of a Certificate of Approval shall be conclusive evidence that the Construction as approved by the ARB has been completed, but shall not excuse the Owner from the requirement that future changes to such plan be submitted to and approved by the ARB.

Section 6. Alteration of Existing Living Unit. The Owner who makes exterior additions to, or changes or alterations to, any improvement or constructs any new improvements on the Lot after the initial construction and recording of a Certificate of Approval as described in Section 5 must complete all such work

(the "Alterations") in a timely manner and substantially in accordance with all plans and specifications approved by the ARB. The Owner shall notify the ARB and the Developer in writing when the Alterations have been completed and the ARB and the Developer shall, within ten (10) days of receiving such notice, make inspections to verify compliance with the approved plans.

Should the ARB or the Developer determine that the Alterations have not been completed in accordance with the approved plans and specifications, the ARB or the Developer shall notify the Owner in writing citing deficiencies and the Owner shall within fifteen (15) days after receipt of notice commence correction of the deficiencies, and continue in an expeditious manner until all deficiencies have been corrected.

If correction of the deficiencies is not commenced within fifteen (15) days, or if such correction is not continued thereafter in an expeditious manner, the ARB or the Developer shall be entitled to record in the Public Records a "Notice of Non-compliance" setting forth that the Owner has not completed the Alterations in accordance with approved plans and specifications and that the ARB or the Developer has the right to seek legal action to force the Owner, or any grantee of the Owner, to complete the Alterations in accordance with the plans and specifications. Said "Notice of Non-compliance" shall contain the legal description of the Lot. Once recorded, the "Notice of Non-compliance" shall constitute a notice to all potential purchasers from the Owner that the ARB or the Developer have the right to enforce completion of the Alterations against the Owner, or any grantee of the Owner.

Should the Alterations not be completed in a timely manner as determined by the ARB or the Developer, or should the correction of the deficiencies not be commenced within fifteen (15) days after notice and continue thereafter in an expeditious manner until completion, or should the Alterations not be completed in accordance with the plans and specifications approved by the ARB, the ARB or the Developer shall have the right to enter upon the Lot, make such corrections or modifications as are necessary to cause the Alterations to be completed in accordance with the approved plans and specifications, and charge the cost of any such corrections or modifications to the Owner. The Association or the Developer may cause a lien to be recorded in the Public Records giving notice to all persons that the Owner owes the Association or the Developer for the cost of such corrections or modifications, plus interest thereon and costs of collection, which shall include administrative costs and legal fees and costs.

Once the ARB and the Developer determine that the Alterations have been completed in accordance with the approved plans and specifications, the ARB or the Developer shall issue to the Owner a Certificate of Approval in recordable form, which shall make reference to the recorded "Notice of Non-compliance", and be executed by a majority of the members of the ARB with the corporate seal of the Association affixed or by the Developer. The recording of the Certificate of Approval in this instance shall be conclusive evidence that the Alterations as approved by the ARB have been completed, but shall not excuse the Owner from the requirement that future changes, modifications or alterations be submitted to and approved by the ARB.

Section 7. Subordination of Obligation and Lien to Mortgages. The obligations of the Owner set forth in Section 4 hereof and any Claim of Lien recorded by the ARB as set forth in Section 5 hereof and any "Notice of Non-compliance" recorded by the ARB as set forth in Section 6 hereof shall be absolutely subordinate, junior and inferior, to the lien of any first mortgage held by an institutional lender, either at the time of commencement of the Construction or Alterations, or thereafter. This

subordination shall not relieve the Owner or any future Owners from the provisions of Sections 4, 5 and 6.

Section 8. Subsequent "Certificate of Approval" Not Necessary Unless "Notice of Non-compliance" Recorded. Notwithstanding anything herein to the contrary, the provisions of Sections 4 and 5 shall be applicable to initial construction of a Living Unit on the Lot. After the initial construction and the recording of a "Certificate of Approval", it will not be necessary for an Owner to obtain and record a "Certificate of Approval" for any Alterations unless a "Notice of Non-compliance" is recorded in the Public Records in accordance with Section 6. It will be necessary for an Owner to obtain prior approval of such Alterations from the ARB. Subsequent purchasers of a Living Unit must only determine that one (1) "Certificate of Approval" has been recorded unless a "Notice of Non-compliance" is also recorded.

Section 9. Enforcement of Planning Criteria. In addition to the other duties set forth above, the ARB, along with the Developer and/or the Association, shall have the right and obligation to enforce the provisions hereof relating to the Planning Criteria, as amended from time to time by the ARB or the Association. Should any Owner fail to comply with the requirements hereof, or of the Planning Criteria after thirty (30) days written notice, the ARB, the Developer, and/or the Association shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. The ARB, the Developer, or the Association may cause a lien to be recorded in the Public Records giving notice to all persons that the Owner is indebted to the Association for the cost of such corrections or modifications, plus interest thereon and costs of collection, which shall include administration costs and legal fees and costs. Should the ARB, the Developer, and/or the Association be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner. The ARB, the Developer and the Association, or its agents or employees, shall not be liable to the Owner for any damages or injury to the property or person of the Owner unless caused by negligent action of the ARB, the Developer or the Association.

Section 10. Indemnification.

(a) Subject to the conditions hereinafter set forth, the Association shall indemnify all members of the ARB or former members of the ARB against reasonable expenses, including attorney's fees, settlement payments, judgments and fines actually incurred by them in connection with the defense of any action, suit or proceeding, or threat or claim of such action, suit or proceeding, no matter by whom brought or in any appeal in which they or any of them are made parties or a party by reason of being or having been a member of the ARB, except in relation to matters as to which any such member of the ARB shall be adjudged in such action, suit or proceeding to be liable for willful misconduct. Notwithstanding anything herein to the contrary, members of the ARB shall not be entitled to indemnification for any settlement payment unless such settlement payment be approved in advance by non-interested members of the Board of Directors of the Association.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested members of the Board of Directors of the Association upon receipt of an undertaking by or on behalf of the members of the ARB to repay such

amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized herein.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a member of the ARB, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of the Articles of Incorporation of the Association.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Property, the Association shall have the right to provide exterior maintenance upon any vacant Lot or upon any Living Unit, subject, however, to the following provisions. Prior to performing any maintenance on a vacant Lot or Living Unit, the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of The Properties. Prior to commencement of any maintenance work on a Lot, the Association must furnish fifteen (15) days' prior written notice if the maintenance problem involves yard work and thirty (30) days' prior written notice if the maintenance involves structural work. Notice must be given to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified repairs or maintenance are made within said fifteen (15) or thirty (30) day period the Association shall make said necessary repairs and charge same to the Owner. Upon the failure of the Owner to act within the required period of time, the Association shall have the right to enter in or upon any such Lot or to hire personnel to do so to make such necessary repairs or maintenance as are so specified in the above written notice. In this connection the Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article VI hereof; and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article VI hereof, including, but not limited to, the right of the Association to record a lien against the Lot for the cost of the maintenance along with any attorneys' fees and costs and administrative fees and costs. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Living Unit for any assessment year as required under Article VI hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

ARTICLF IX

RESTRICTIVE COVENANTS

The Subject Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Developer and upon each and every Owner who shall acquire hereafter a Living Unit or Lot or any portion of the Subject Property, and shall be binding upon their respective

heirs, personal representatives, successors and assigns, as follows:

Section 1. Land Use.

(a) No Lot shall be used except for residential purposes. No building shall be erected upon any Lot without the prior approval thereof by the ARB as hereinabove set forth. There shall be only one Living Unit per Lot. No owner may subdivide his Lot, except with the consent of the ARB.

(b) No business, noxious or offensive activity shall be carried on upon the Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(c) No cows, cattle, horses, hogs, poultry or any other animals shall be raised or kept on The Properties, other than domestic dogs and cats.

(d) No dogs, cats or other permitted pets (as determined from time to time by the ARB) will be allowed to run loose on The Properties. All dogs, cats, and other permitted pets must be kept inside the Living Unit, on a leash, or within a fenced area.

Section 2. Living Unit Quantity and Size. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed thirty-five (35) feet in height above the building grade. Such permitted building may include: servants' quarters; greenhouse; a storage room and/or a tool room. Unless approved in advance by the ARB, both as to the use as well as the location and architectural design, no garage, servants' quarters, greenhouse or tool or storage room, or other such buildings may be constructed separate and apart from the Living Unit. Any Living Unit shall have a minimum of two thousand (2,000) square feet of heatable living area, exclusive of open porches or garages.

Section 3. Building Location.

(a) The Living Unit shall not be located nearer than thirty-five (35) feet from the front Lot line, ten (10) feet from the side Lot line and fifty (50) feet from the rear Lot line.

(b) On any adjoining Lots, the front setback shall vary a minimum of five (5) feet unless an exception is approved by the ARB. Corner Lot side setback shall be minimum of twenty-five (25) feet.

(c) On corner Lots, the side yard set back shall be thirty-five (35) feet from the side Lot line contiguous with the street.

Section 4. Garages. Each Living Unit must include a garage large enough for two (2) standard size American automobiles with inside dimensions of at least twenty-two (22) feet by twenty-two (22) feet. No carports shall be permitted. Entrance to all garages must be on the side or rear of the Lot, unless the Lot has a width of ninety-four (94) feet or less at the Living Unit setback line. Any garage entrance visable from the street in front of any Lot shall be equipped with an aesthetically suitable garage door which shall be shut when not in use. All garages and garage doors must be maintained in a useable condition.

Section 5. Water and Sewage Facilities. No individual water supply system shall be permitted on any Lot without the approval of the ARB. The prohibition against individual water supply systems does not restrict the right of an Owner to install, operate and maintain a water well on the premises for use only for swimming pools and irrigation purposes.

Section 6. Landscaping. A basic landscaping plan for each Living Unit must be submitted to and approved by the ARB.

Section 7. Lakes and Ponds. No Owner shall be permitted to pump water from any lake or pond for any purpose, including, but not limited to, for use in swimming pools or irrigation. No boats with internal combustion engines will be allowed on any lake or pond. The use of electric boats will be subject to prior approval by the Developer or the Association. The lakes and ponds are intended for use by sailboats and canoes only.

Section 8. ARB Authority. The ARB shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential Planning Criteria other restrictions regarding such matters as prohibitions against window air-conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters, easements, games and play structures, swimming pools, sight distance at intersection, utility connections and television antennas, driveway construction, and such other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes, or promulgates new restrictions or the Association modifies or changes restrictions set forth by the ARB.

Section 9. Association Rights. The Association shall have the same rights as set forth in Section 8, immediately proceeding.

ARTICLE X

AMENDMENT BY DEVELOPER

While the Developer controls the Association (the number of votes for the Class B Member exceeds the number of votes for the Class A Members), the Developer reserves and shall have the sole right to amend these covenants and restrictions in any manner so long as such amendment does not lower the standards of the covenants and restrictions herein contained. Any amendment by the Developer shall affect each Lot whether owned by the Developer or Owner, unless a Certificate of Occupancy is recorded as to such Lot prior to the recording of the amendment. The amendment shall affect such Lot after the recording of the Certificate of Occupancy if the Owner of the Lot joins in such amendment by executing the document to be recorded in the Public Records or executes a separate instrument to be recorded.

ARTICLE XI

ADDITIONAL COVENANTS AND RESTRICTIONS

No Lot Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Subject Property.

ARTICLE XII

AMENDMENT

Except as to provisions relating to amendments as set forth in Article X and those regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item, any other provisions, covenants or restrictions herein may be amended in accordance with

this Article XII. At least fifty-one percent (51%) of the Members may change or amend any provision hereof, except as above mentioned, in whole or in part. A proposed amendment may be instituted by the Developer, the ARB, the Association, or by petition signed by fifteen percent (15%) of the Members. A written copy of the proposed amendment shall be furnished to each Member at least thirty (30) days but not more than ninety (90) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. The amendment approved by at least fifty-one percent (51%) of the Members shall be executed by the President and Secretary of the Association and recorded in the Public Records. The recorded amendment shall contain a recitation (1) that sufficient notice was given as above set forth, and (2) that at least fifty-one percent (51%) of the Members approved the amendment either in person at the meeting or in writing before or after the meeting, but before recording of the amendment. Said recitations shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitations in such recorded amendment without the necessity of any Members executing the amendment.

ARTICLE XIII

DURATION

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Developer, and their respective legal representatives, heirs, successors and assigns until amended, modified or terminated according to the terms of Article XII hereinabove set forth. These covenants, provisions and restrictions may be terminated in the same manner set forth for amendments in Article XII.

ARTICLE XIV

ENFORCEABILITY

Section 1. If any person, firm or corporation, or other entity (other than a governmental agency) shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, an individual Owner, or the Association to maintain a proceeding in any court of competent jurisdiction against any person so violating or attempting to violate, or failing to comply with, any covenants or restrictions, for the purpose of (1) recovering damages against such person or persons, (2) preventing or enjoining all or any such violations or attempted violations, or (3) requiring compliance with any covenants or restrictions. Should the Developer, an individual Owner, and/or the Association be required to enforce any provision hereof, the reasonable administrative costs incurred, and the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall all be collectible from the party against which enforcement is sought. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, any individual Owner, or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or

court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the record of the Association at the time of such mailing.

ARTICLE XV

LIABILITY OF ASSOCIATION

The Association, its Directors and officers, former Directors and officers, and members or former members of all committees appointed by the Board of Directors or the Developer shall not be liable for any action, or omission, by it or any Director, officer or member of a committee, except in relation to matters as to which any such Director, officer and/or member of a committee shall be adjudged in any action, suit or proceeding to be liable for willful misconduct. No Member or Owner may collect any judgment against the Association, a Director or former Director, officer or former officer, or a member or former member of any committee appointed by the Developer or the Board unless the Association or such person, either individually, or as an agent for the Association, shall be adjudged guilty of willful misconduct.

ARTICLE XVI

INITIAL FUNDING OF ASSOCIATION

Section 1. Initial Funding by the Developer. During the initial stages of development of the Properties, the Developer may make cash advances to cover operational expenses of the Association for the purposes of promoting the recreation, health, safety and welfare of the Members of the Association, as more fully set forth in Article VI, Section 2 hereof. Such cash advances shall be interest free.

Section 2. Repayment of Initial Funding by the Association to the Developer. All cash advances made pursuant to the foregoing Section shall be repaid to the Developer on or before January 1, 1988, and the Association shall take all action necessary to repay such advances by such date including, if necessary, borrowing money or mortgaging the Association's property.

IN WITNESS WHEREOF, The Developer, WILLOWWOOD DEVELOPMENT COMPANY, has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WILLOWWOOD DEVELOPMENT COMPANY

By: _____
~~JEAN PIERRE~~ CUENANT, a
Parther

(CORPORATE SEAL)

BARNETT BANK OF TAMPA, N.A., the holder of a certain Mortgage Deed encumbering the Subject Property, which Mortgage Deed is dated October 20, 1980, and is recorded in Official Records Book 3146, Page 1978, Public Records of Orange County, Florida, by execution hereof consents to the placing of these covenants and

restrictions on the Subject Property and further covenants and agrees that the lien of its Mortgage shall be and stand subordinate to such covenants and restrictions as if said covenants and restrictions had been executed and recorded prior to the recording of its Mortgage.

Signed, sealed and delivered in the presence of:

Susan E Harris

BARNETT BANK OF TAMPA, N.A.

By: Ben T. Hatcher
Ben T. Hatcher, Assistant Vice President

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 JEAN PIERRE CUENANT, well known to me to be a partner of WILLOWWOOD DEVELOPMENT COMPANY, the partnership named as Developer in the foregoing Declaration, 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 Partnership.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of ~~March~~ May, 1984.

Lindsay Buddin Jr.
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida
My Commission Expires June 23, 1987
Bonded Thru Troy Fain - Insurance, Inc.

STATE OF FLORIDA)
) SS:
COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ben T. Hatcher, Assistant Vice President, well known to me to the Assistant Vice Pres. of BARNETT BANK OF TAMPA, 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 banking association.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of April, 1984.

Susan E Harris
NOTARY PUBLIC

My Commission Expires: July 11, 1986

EXHIBIT "A"

ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA

1. Building Type and Location. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed thirty-five (35) feet in height, with a minimum of two thousand (2,000) square feet of heatable living area, exclusive of open porches and garages, a private and closed garage for not less than two (2) nor more than four (4) cars, and storage room or tool room attached to the ground floor of such garage. Unless approved by the ARB as to use, location and architectural design, no garage, greenhouse, tool or storage room, or any other structure may be constructed separate and apart from the Living Unit, nor can any structure be constructed prior to the Living Unit. Approval for the location of any Living Unit on a Lot must be obtained from the ARB prior to the laying of a foundation for the Living Unit. In approving such Living Unit location, the ARB will consider a location of a Living Unit on the Lot which disturbs the least number of trees and position the Living Unit on the Lot to its greatest esthetic advantage.

The exterior color scheme for each Living Unit must be submitted to and approved by the ARB prior to commencement of construction, such scheme to include the color of the roof, exterior walls, shutters, trim, etc.

2. Roofs. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of a Living Unit. The ARB shall have discretion to approve such roofs on part of the main body of a Living Unit, particularly if modern or contemporary in design. No built up roofs shall be permitted, except on approved flat surfaces.

The composition of all pitched roofs shall be cedar shake shingle, slate or concrete construction, tile or other composition approved by the ARB. All pitched roofs must have at least 6/12 slope, unless otherwise approved by the ARB.

3. Garages. In addition to the requirements stated in paragraph one, all garages must have a minimum width of twenty-two (22) feet for a two car garage; thirty-three (33) feet for a three car garage; or forty-four (44) feet for a four car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage or two (2) sixteen (16) foot doors for a four car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door, if feasible, said service door facing to either the side or the rear of the Lot. The garages facing the side yard shall be screened from view from the street by landscaping. Garage doors on all corner Lots or that face either towards a street or the side of a Lot must be constructed entirely of natural wood or press wood material. Except for corner Lots, garage doors that face the rear of a Lot may be constructed of natural wood, press wood material, steel or aluminum. All garage doors shall be equipped with electrical or other self-powered automatic garage door opening devices. On all Lots the garage shall face the side or rear of the Lot unless otherwise approved in writing by the ARB. No carports will be permitted.

4. Driveway Construction. All Living Units shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of brick, concrete or asphalt. When curbs are

required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way as to be acceptable to the ARB.

5. Dwelling Quality and Color. The ARB shall have final approval of all exterior building materials. Eight inch struck joint concrete block shall not be permitted on the exterior of any Living Unit or detached structure. The ARB shall discourage the use of imitation brick or stone for front or side material and encourage the use of front or side materials such as brick, stone, wood and stucco, or a combination of the foregoing on all elevations. If the exterior of the Living Unit is to be stucco, the stucco must be painted after the stucco has been applied. Paint or coloring agent may not be integrated with the stucco and applied. All exterior wood on a Living Unit must be painted or stained with a color or stain approved by the ARB. If the Living Unit is on a corner Lot, the exterior finish must be the same or compatible on all sides exposed to the street.

6. Signs. No sign of any kind shall be displayed to the public view on any Lot unless approved by the ARB, and then only for the purposes of advertising the house and Lot for sale during and after the construction of the house. After the sale of the house by the builder who constructed it, no "for sale" signs of any kind shall be displayed to the public view on any Lot for whatever purpose, including the resale of the Lot by the then Owner.

7. Games and Play Structures. All basketball backboards and any other fixed games and play structures shall be located at the side or rear of the Living Unit not visible from the street, or on the inside portion of the corner Lots within the set back lines. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the Living Unit.

8. Fences and Walls. Composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. Chain link fences will not be permitted. The "finished" side of any such fence or wall improved or constructed shall face to the outside of the Lot, so as to be visible as viewed from the property surrounding the Lot upon which same is constructed.

9. Landscaping. A basic landscaping plan for each Living Unit must be designed and submitted to the ARB for approval. Existing trees to be removed should be shown and may not be removed without the prior approval of the ARB. The ARB will require each Living Unit to be extensively landscaped. As a guideline for the required landscaping plan to be submitted to and approved by the ARB, the plan must show landscape improvements costing Seven Thousand Five Hundred ($7,500.00) or five percent (5%) of the total construction cost of the Living Unit constructed on the Lot, whichever amount shall be greater. The required expenditure shall not include the cost of sod or any automatic irrigation system, but may include a credit for the reasonable value of any trees existing on the Lot.

(a) Each Living Unit shall have at least seven (7) shade/citrus trees per Lot, the type to be planted shall be subject to the approval of the ARB and must have ten (10) to twelve (12) foot of height and six (6) to eight (8) foot of spread.

(b) Palms, subject to the approval of the ARB, can be substituted for shade trees. However three (3) palms will be required to receive credit for one (1) shade tree.

(c) Large shade trees shall not be planted in locations that would immediately or in the future create a nuisance, seriously shade a pool or screen the view of an adjoining Lot.

(d) The plant material shall not include Ear Tree (Enteroloium Cyclocarpum), Australian Pine (Casuarina Equisetifolia) or Brazilian Pepper (Schinus Terebinthifolius).

(e) Irrigation must be provided to the edge of the pavement located within the public right-of-way.

(f) At least one Live Oak Tree (Quercus Virginiana), ten (10) to twelve (12) feet of height and six (6) to eight (8) feet of spread, single trunk two (2) inch caliper must be planted every fifty (50) feet within the public right-of-way contiguous with each Lot. The location of these trees must be approved by the ARB.

10. Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed in any Lot shall be subject to requirements of the ARB, which include, but are not limited to the following:

(a) Composition to be of material thoroughly tested and accepted by the industry for such construction.

(b) The location and construction of any tennis or badminton court must be approved by the ARB.

(c) The outside edge of any pool wall must be at least four (4) feet inside a line which is the extension of the side wall of the Living Unit.

(d) No screening of a pool area may stand beyond a line extended and aligned with the side walls of the dwelling unit unless approved by the ARB. Screens must be charcoal, black or grey in color. Materials must be approved by the ARB.

(e) No overhead electrical wire shall cross the pool. All pool lights other than the underwater lights must be at least four (4) feet from the edge of the pool.

(f) If the backyard surrounding a pool is not fenced, the pool itself must be enclosed by a fence not less than five (5) feet high. Any entrance gate to the backyard or the pool must be constructed with a self-closing latch placed at least forty (40) inches above the ground.

11. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARB shall require to be constructed with each Living Unit. The enclosure shall be located out of sight from the front or side streets and from the adjacent Lot. There shall be no burning of trash or any other waste material.

12. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

13. Clotheslines. No clotheslines shall be placed on any Lot at any time.

14. Removal of Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them in his landscaping plan. No trees can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction or landscaping of a Living Unit. If any tree(s) is (are) removed without the approval of the ARB, the ARB shall have the right to require the Owner, or builder, to replace at the expense of the

Owner (builder) the removed tree(s) with comparable tree(s) approved by the ARB. If the Owner (builder) refuses upon ten (10) days' written notice, the ARB may replace such removed tree(s) and charge the expense thereof to the Owner (builder). The ARB may record a lien against the Lot to secure payment of the cost of replacing the tree(s), including administrative costs, legal fees and costs, and costs of architects and/or landscaping architects.

15. Window Air-Conditioning Units. No window air-conditioning units shall be permitted.

16. Sod. Except for the area reserved for the road, the driveways, the walkways, the shrubbery and other garden type plans, all Lots shall be sodded from the back side of the curb of the street that runs in front and/or side of the dwelling unit constructed thereon to the rear line of the Living Unit. No bahia or similar grass may be used on any Lot. Improved varieties of St. Augustine or Bermuda grass, zoysia or centipede are acceptable.

All lands forming portions of a public right-of-way between the boundary of a Lot and the pavement installed within the right-of-way shall be sodded by the adjacent and abutting Lot Owner. Also, the Owners of each Lot which is contiguous with any of the Tracts upon which are located sidewalks, shall be required to sod the area between the rear or side property line of the Lot and the sidewalk to the side (or rear) yard line as extended to such sidewalk. The Owner of the Lot will be required to include such sodded area described in this Paragraph within its irrigation system and to maintain such area as if it were a part of the Owner's back or side yard. Failure of the Owner to so maintain such area will subject the Owner to the provisions of Article VII, Section 4, "Enforcement of Planning Criteria".

17. Commercial Communication Equipment Prohibited. Use of any communication equipment on any Lot or in any Living Unit including, but not limited to, CB radios, antennas, ham radios, etc., for private or commercial purposes of any kind shall be prohibited.

18. Exterior Antennas. No exterior radio, television or electronic antenna or aerial may be erected or maintained on any Lot; provided, however, that the ARB may grant temporary permission to erect and maintain television antennas to the Owners which cannot be served by existing cable television facilities because of the present unavailability of such facilities and which do not have sufficient space between the roof of such Living Unit and the ceiling immediately below such roof, to install an indoor antenna. Such temporary outdoor antenna must be removed at such time as cable television facilities are available to serve such Living Unit.

19. Exterior Light Fixtures. No exterior lighting fixtures shall be installed on any Lot or Living Unit without adequate and proper shielding or fixture. No lighting fixture shall be installed that may be or become an annoyance or a nuisance to the residents of adjacent Living Units.

20. Vehicles and Repairs. The parking of any unsightly vehicles as determined from time to time by the ARB or commercial vehicles, which description shall include, but not be limited to trucks, truck-tractors, semi-trailers and commercial trailers, as well as the parking of any travel or recreation trailers, including self-propelled or those towed, as well as any mobile homes, at any time on driveways or otherwise on any Lot or on the public streets of the Subject Property, is prohibited except for loading or unloading purposes or when parked entirely within a garage permitted to be built under the provisions of these restrictions. Boats and/or boats and boat trailers may not be parked at any

time on driveways or otherwise on any Lot or on the public streets of the Subject Property. They may be stored within the garage of the Living Unit. There shall be no repair, except emergency repair, performed on any motor vehicle on or adjacent to any Lot in the Subject Property. It is acknowledged and agreed by all Owners by purchasing a Lot that a violation of any of the provisions of this paragraph shall impose irreparable harm to the other Owners. All Owners further agree that a reasonable assessment of such damages would be $50.00 for each day that such violation occurs after notification by either the Developer or a duly elected representative of the Association. All Owners further agree that until the Association is formed, the Developer would be the appropriate party to enforce this paragraph and to whom said assessment for damages would accrue, which assessment for damages would then be used for the benefit of all Owners, with the further agreement that the Association will take over said rights, duties and responsibilities after it is formed.

21. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as heretofore granted by the Developer and at this time a part of the Public Records of Orange County, Florida. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of low or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which are or might be prohibited by the public authority to whom said easement is given. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

22. Air-Conditioning Units, Pool Equipment, Irrigation Pumps, etc. No air-conditioning units, either central or wall units, pool equipment, irrigation pumps, pool heaters, or other mechanical equipment shall be placed on the front of any Living Unit. If such equipment is placed to the side or rear of any such Living Unit but is still visible to or from any public street, bikeway, or adjacent Living Unit, it shall be permissible to so locate such equipment if the same is screened with a permanent type of building material and cannot be seen from any street, bikeway, or adjacent Living Unit, from any angle.

23. Chimneys. Any exposed portion of a chimney outside of the Living Unit shall be constructed solely of brick, stone, stucco or wood. If the fireplace is a metal (self insulated) type with a metal spark arrestor at the top of the chimney, this arrestor must have a cowling or surround make of a material approved in advance in writing by the ARB.

24. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. The exterior finish of the mailbox should be compatible with the material of the Living Unit itself. No mailbox or paperbox shall be placed on top of a pole or post, a structure must be built to hold the mailbox or paperbox. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the Living Unit.

25. Windows. All windows in Living Units must be either wood or aluminum with the color of the finish being either bronze or white. No steel or aluminum awning or casement windows shall

be permitted. No mirrored glass finish shall be permitted in windows.

26. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the Lot lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

27. Utility Connections. All house connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority.

28. Trade or Business or Obnoxious Activities. No trade or business or obnoxious or offensive activity shall be carried on upon any Lot or Living Unit nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

29. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for purposes of construction on such Lot and shall not be stored on such Lots for longer than that length of time reasonably necessary for the construction in which same is to be used.

30. Invalidation of Individual Criteria. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.