

WILLIAMSBURG
DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions ("Declaration"), made and entered into on this 17th day of September, 1981, by INTERNATIONAL COMMUNITY CORPORATION, a Delaware corporation duly authorized to transact business in the State of Florida, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, the Developer is the owner of the real property described as The Property in Article I of this Declaration and desires to create thereon a community of residential dwellings with recreational areas, open areas, and other common areas and facilities for the benefit of said community; and

WHEREAS, Developer has or may acquire additional property in near proximity to The Property which real property shall be hereinafter referred to as "Additions to The Property"; and

WHEREAS, it is contemplated that the real property herein after classified as Additions to The Property is to be developed into residential dwellings; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of the recreational areas, open areas, and other common facilities; and, to this end, desires 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 Owner thereof; and

WHEREAS, 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 common facilities and recreational areas, and administering and enforcing the covenants and restrictions and administering and disbursing the fees, assessments and charges hereinafter created; and,

WHEREAS, the Developer will incorporate under the laws of the State of Florida, as a non-profit corporation, LAKE RIDGE VILLAGE CLUB ASSOCIATION, INC. (hereinafter called the "Club Association"), the purpose of which will be to hold title to, and operate and maintain the Recreation Facilities located within The Property, as defined herein; and

WHEREAS, the Developer will incorporate under the laws of the State of Florida, as a non-profit corporation, THE HOMEOWNER'S ASSOCIATION OF WILLIAMSBURG, INC. (hereinafter called the "Homeowner's Association"), the purpose of which will be to hold title to the Common Property located within The Property, as defined herein, as well as similar Common Property located within other properties platted and developed prior to recordation of this Declaration, and within Additions to The Property, and to provide for the maintenance of such Common Property.

NOW, THEREFORE, the Developer declares that the real property described as The Property in Article I, hereof 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.

This Instrument Was Prepared By:
F. VERNON BENNETT, ATTY. *Return to*
BROAD AND CASSEL
2699 Lee Road
Winter Park, Florida 32789

ARTICLE I

DEFINITIONS

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

(a) "Club Association" shall mean and refer to LAKE RIDGE VILLAGE CLUB ASSOCIATION, INC.

(b) "Homeowner's Association" shall mean and refer to THE HOMEOWNER'S ASSOCIATION OF WILLIAMSBURG, INC.

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

(d) "Common Property" shall mean and refer to those open areas of land on the recorded subdivision plat of The Property and Additions to The Property intended to be devoted to the common use and enjoyment of the Owners of The Property and Additions to The Property, title to which lands shall be conveyed by the Developer to the Homeowner's Association and held by the Homeowner's Association for the use and benefit of the Owners. Provided, however, Common Property shall not include any green belt areas or easements located within a Lot as shown on the plat of The Property, nor shall Common Property include the Recreation Facilities to be owned and operated by the Club Association, nor any numbered platted Lot within The Property and Additions to The Property intended for residential use.

(e) "Recreation Facilities" shall mean and refer to those areas of land on the recorded subdivision plat of The Property and Additions to The Property, and improvements thereon, intended to be used and enjoyed by the Members of the Club Association as a recreation facility, title to which lands shall be conveyed by the Developer to the Club Association.

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

(g) "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 Property and Additions to The Property but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

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

(i) "The Property" shall mean and refer to the plat of LAKE RIDGE VILLAGE, Williamsburg At Orangewood, as per the recorded plat in Plat Book 10, pages 73-75, Public Records of Orange County, Florida.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Property Subject to Declaration. The Property as more particularly defined in Article I(i) is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to The Property.

(a) The Developer, from time to time, may, in its sole discretion, without the necessity of consent or joinder of any Owners or other parties whatsoever, cause additional lands to become subject to the Declaration, which additional lands have been hereinabove defined as Additions to The Property, but under no circumstances shall Developer be required to make such additions. Such Additions to The Property shall be of such size as the Developer determines and the number of such Additions to The Property shall be at the sole discretion of the Developer. Until such time as such Additions are made to The Property in the manner hereinafter set forth, real property owned by Developer other than The Property shall in no way be affected by or become subject to the terms and conditions of this Declaration.

(b) Additions to The Property, if any, shall be developed and platted in such a manner which in the opinion of the Developer provides for the preservation of the values and amenities of The Property, with reasonable portions of said real property set aside for open areas and other common facilities as may be designated on such plats.

(c) The additions authorized under this and the succeeding subsections, shall be made by the Developer executing and filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the Additions to The Property, extending the scheme of the covenants and restrictions of this Declaration to such property; and such Supplementary Declaration may contain such complementary additions as may be necessary to reflect the different character, if any, of the Additions to The Property and as are not inconsistent with the scheme of this Declaration. Said Supplementary Declaration shall not require the joinder, consent or approval of any Owner or other parties whatsoever. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within The Property.

Section 3. Mergers. Upon a merger or consolidation of either the Homeowner's Association or the Club 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 the Declaration upon The Property and Additions to The Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Property and Additions to The Property, except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING
RIGHTS IN THE CLUB ASSOCIATIONSection 1. Membership.

(a) Every Owner shall be eligible to become a Member of the Club Association, and shall become a Member of the Club Association upon execution and delivery of the form of membership application prescribed by the Club Association, together with payment of the membership fees therein prescribed. 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 eligible as a Member.

(b) An Owner may assign his right to become a Member of the Club Association to a person to whom he has leased his Lot (a "Renter"), and such person holding a valid lease upon a Lot shall become a Special Member of the Club Association upon execution and delivery of the form of membership application prescribed by the Club Association, together with payment of the membership fees therein prescribed. Such Special Members of the Club Association shall acquire full rights to use and enjoy the Recreation Facilities subject to the terms and provisions hereof; provided, such Special Members shall not have or acquire any voting rights in the Club Association.

(c) For the purpose of this Declaration the Developer shall be considered the Owner of a fee interest in and therefore a Member in regard to each and every Lot for which it holds record title.

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

Class A. Class A Members shall be all Owners with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot, and in no event shall more than one vote be cast with respect to any such Lot. When more than one person or entity holds an ownership interest in a Lot, all such persons or entities shall be Members, and the one vote entitled to be exercised for that Lot shall be exercised as they among themselves determine.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to five votes for each Lot owned by the Developer provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote on the basis of one vote for each Lot owned by the Developer.

Notwithstanding the foregoing, upon conversion of the Class B membership to Class A membership, the Developer shall retain the right to veto certain types of actions by the Club Association for a period of time, as provided in the Bylaws of the Club Association.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS
IN THE HOMEOWNER'S ASSOCIATION

Section 1. Membership. Every Owner as defined hereinabove, shall be a member of the Homeowner's Association. In addition, every record owner of the fee simple title to a lot in a recorded subdivision plat located within the Williamsburg development, which areas were platted and developed prior to recordation of this Declaration, shall also be eligible to become a member of the Homeowner's Association, which areas include:

(a) Plat of LIME TREE VILLAGE, as per plat thereof recorded in Plat Book 7, Pages 72-74, and LIME TREE VILLAGE REPLAT as per plat thereof recorded in Plat Book 8, Page 35, all in the Public Records of Orange County, Florida;

(b) Plat of MONTPELIER VILLAGE - PHASE 1, Williamsburg At Orangewood, as per plat thereof recorded in Plat Book 8, Pages 41-43, of the Public Records of Orange County, Florida;

(c) Plat of MONTPELIER VILLAGE - PHASE 2, Williamsburg At Orangewood, as per plat thereof recorded in Plat Book 8, Pages 41-43, of the Public Records of Orange County, Florida;

(d) Plat of WINDMILL POINTE, Williamsburg At Orangewood, as per plat thereof recorded in Plat Book 8, Pages 137-139, of the Public Records of Orange County, Florida;

(e) Plat of GREEN BRIAR VILLAGE, Williamsburg At Orangewood, as per plat thereof recorded in Plat Book 9, Pages 101-103, of the Public Records of Orange County, Florida.

The Owners of Lots within the abovedescribed platted villages shall become members of the Homeowner's Association at such time as Orange County, Florida shall establish a municipal service taxing unit for each such platted village, for the purpose of levying and collecting tax revenues or assessments to maintain and improve the Common Property located within such platted village, as described hereinbelow. No person or entity who holds record title of a fee or undivided fee interest in any lot merely as security for the performance of any obligation shall be a member.

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

Class A. The Class A Members shall be all Owners with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot, and in no event shall more than one vote be cast with respect to any such Lot. When more than one person or entity holds an ownership interest in a Lot, all such persons or entities shall be Members, and the one vote entitled to be exercised for that Lot shall be exercised as they among themselves determine.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to five (5) votes for each Lot owned by the Developer, and in addition shall be entitled to twenty (20) votes for each acre of lands adjoining The Property or Additions to The Property which Developer owns or upon which Developer holds a binding and enforceable option or contract to purchase same. Provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote on the basis of one vote for each Lot owned by

the Developer. Provided, further, Developer shall have the right at any time, upon written notice to the Homeowner's Association, to elect to terminate the Class B membership, which shall thereupon be converted to Class A membership as provided herein.

Section 3. Purposes of the Homeowner's Association. The Homeowner's Association is created for the purpose of holding title to the Common Property located within The Property and Additions to The Property as defined herein, as well as similar Common Property in other platted developments within the Williamsburg development, described in Section 1. hereinabove, to the use and benefit of all Owners of Lots within the development, and to administer tax revenues and assessments levied and collected from time to time by Orange County, Florida (The "County") for the purpose of the maintenance and improvement of all such Common Property.

The assessments levied by the County, to be administered by the Homeowner's Association, shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Homeowner's Association and promoting the recreation, health, safety, and welfare of the residents in The Property and Additions to The Property, and in particular for the improvement and maintenance of the Common Property, properties, services, and facilities which have been constructed, installed or furnished, or may subsequently be constructed, installed, or furnished, which are devoted to the purpose and related to the use and enjoyment of the Common Property and of the homes situated upon The Property, and Additions to The Property, including, but not limited to:

- (a) Payment of operating expenses of the Association;
- (b) Lighting, improvement, maintenance and beautification of access ways and easement areas within the Common Property, and the acquisition, maintenance, repair and replacement of traffic control signs and costs of controlling and regulating traffic on the access ways;
- (c) Maintenance, improvement and operation of drainage easements and systems;
- (d) Maintenance, improvement and operation of any private streets, easements or rights-of-way within the Common Property for the benefit of The Property and Additions to The Property;
- (e) Management, maintenance, improvement and beautification of lakes, ponds, buffer strips, and recreation areas and facilities within the Common Property, and improvements thereon.
- (f) Repayment of deficits incurred by the Homeowner's 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;
- (g) Repayment of funds and interest thereon, which have been or may be borrowed by the Association for any of the aforesaid purposes;
- (h) Repayment of taxes and insurance on the Common Property exclusive of green belt areas and easements located within Lots in The Property and Additions to The Property;
- (i) Doing any other thing necessary or desirable, in the judgment of the Homeowner's Association, to keep the Common Property within The Property and Additions to The Property neat

and attractive or to preserve or enhance the value of The Property and Additions to The Property, or to eliminate fire, health or safety hazards, or, which in the judgment of the Homeowner's Association, may be of general benefit to the Owners.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Use of Open Areas and Common Property. Every Owner shall have a license and right of enjoyment in and to the open areas located within or designated on the plat of The Property and Additions to The Property, and a license and right of enjoyment in and to the Common Property located within The Property and Additions to The Property, and such license shall include the privilege of ingress and egress over, through, and across said open areas, green belt areas and Common Property.

Section 2. Title to Common Property. Title to the Common Property, as defined in the Declaration and as designated on the Plat of The Property and Additions to The Property, shall be deeded to the Homeowner's Association by the Developer at such time as Developer has completed the tracts in accordance with the approved plans of development for the particular village where located, and an appropriate municipal service taxing unit established by Orange County to provide for the maintenance of such Common Property.

In the event all or any portion of the Common Property which lies within a Plat of The Property or Additions to The Property, and which is designated on this date as a flood prone area by Orange County, shall be offered for sale, Orange County shall have the first right to acquire said Common Property lying below the flood prone line established on this date for a purchase price of One Dollar (\$1.00). Orange County shall be notified in writing by the Homeowner's Association in the event of such offer for sale and Orange County shall have thirty (30) days from receipt of such notice to exercise and close on its right to acquire same. If Orange County fails to exercise and close on its right to acquire said property, then the Homeowner's Association may offer the Common Property for sale to third parties and Orange County shall have no further rights therein.

Section 3. Title to Recreation Facilities. Title to the Recreation Facilities as defined in the Declaration and as designated on the Plat of The Property and Additions to The Property shall be deeded to the Club Association by the Developer at such time as the Developer has less than a majority of the voting rights set out in Article III, Section 2, or at such earlier date as the Developer may desire.

Section 4. Title to Green Belt Area. To the extent the plat of The Property or Additions to The Property provides for green belt areas and easements within the Lots designated on the plats, each Owner shall acquire fee simple title in the Lot including the green belt area and easements located within said Lot, subject to the terms of this Declaration, the rights of the Developer to use those green belt areas and easements as set out in Section 5 of Article V, and further subject to the license granted in Section 1 of Article V to all Owners of Lots within The Property and Additions to The Property.

Section 5. Easement Reserved Unto Developer Over Green Belt Area, Easement Area and Common Property. The Developer hereby reserves unto itself, its successors in interest and assigns an easement over, upon, under and across all Common Property, Easement Areas and Green Belt Areas shown on any recorded plat of The Property or Additions to The Property, and such easement shall include, but shall not be limited to the right to use the said Green Belt Areas, Easement Areas and Common Property to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences, or private conveniences designed to benefit the Owners and The Property and Additions to The Property (for example cable television) or utilities and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe installation, and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility or service. The easement being reserved herein shall include the right of the Developer to grant and transfer any such easement to the company furnishing the service or utility through the Common Property, Green Belt Areas and Easement Areas.

Section 6. Extent of Members' Rights. The license, easement and right of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Homeowner's Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Property, and in aid thereof, to mortgage said property. In the event of a default upon any such mortgage the lender shall have a right (1) to take possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Owners and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Homeowner's Association and all rights of the Owners hereunder shall be fully restored, or (2) to foreclose the mortgage and have the Common Property sold at a foreclosure sale; and,

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

(c) the right of the Homeowner's Association, as provided in its Articles and Bylaws, to suspend the enjoyment right of any Owner for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,

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

(e) the right of the Homeowner's Association to dedicate or transfer fee simple interest in all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners; provided, however, that no such dedication or transfer of a fee simple interest in the Common Property,

determination as to the purposes or as to the conditions thereof, shall be effective unless written notice of the proposed dedication or transfer and action thereunder is sent to every Owner at least thirty (30) days in advance of any action taken; and unless an instrument signed by Owners entitled to cast in accordance with Article IV, two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition.

ARTICLE VI

EASEMENTS

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

(a) Wherever sanitary sewer house connections, water house connections, electricity, gas and telephone lines or drainage facilities are installed within The Property, the Owners of any Lot served by said connections, lines or facilities shall have the right to enter upon the Lots, or to have utility companies enter upon the Lots, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections, lines or facilities, as and when the same may be necessary 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 Property, which connections serve more than one (1) Lot, the Owner of each Lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot. In the event that an Owner or a public utility company serving such Owner enters upon any Lot in furtherance of the foregoing, 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 designees, successors and assigns, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots, easements over the Common Property for construction, utility lines, display, maintenance, and exhibit purposes in connection with the erection of improvements and sale of Lots within The Property and Additions to The Property; provided, however, that such use shall terminate upon the sale of all Lots; 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.

ARTICLE VII

COVENANT FOR MEMBERSHIP FEES AND ASSESSMENTS BY THE CLUB ASSOCIATION

Section 1. Creation of the Lien and Personal Obligation of Fees and Assessments. Each Owner of any Lot within The Property or Additions to The Property shall be eligible to become a Member of the Club Association, and shall become a Member of the Club Association upon execution and delivery of the form of membership application prescribed by the Club Association, together with payment of the membership fees therein prescribed. Each Owner of

any Lot within The Property or Additions to the Property, who is also a Member of the Club Association by application thereto, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Club Association, (1) the prescribed annual membership fees or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual fees and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot owned by such Member. Each such fee or assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided including reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the fee or assessment fell due.

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

If the fee or assessment is not paid within thirty (30) days after it becomes delinquent, the full amount remaining unpaid of the annual fee or special assessment shall immediately become due and payable in full, and it shall bear interest from the date it becomes delinquent at the rate of fifteen percent (15%) per annum. The Club 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 fee or assessment, the stated interest, together with the lien fee, costs of the action, including reasonable attorneys' fees, whether or not judicial proceedings are involved, and reasonable attorneys' fees and costs incurred on any appeal of a lower court decision.

Section 2. Purpose of Fees and Assessments. The fees and assessments levied or charged by the Club Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Club Association and promoting the recreation, health, safety, and welfare of the Members, and in particular for the improvement and maintenance of the Recreation Facilities, 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 Recreation Facilities situated upon The Property, and Additions to The Property, including, but not limited to:

- (a) Payment of operating expenses of the Association;

(b) Lighting, improvement, maintenance and beautification of the Recreation Facilities, including buildings, access ways and easement areas, and the acquisition, maintenance, repair and replacement of traffic control signs and costs of controlling and regulating traffic on the access ways;

(c) Maintenance, improvement and operation of drainage easements and systems upon the Recreation Facilities;

(d) Maintenance, improvement and operation of any private streets, easements or rights-of-way for the benefit of the Recreation Facilities and Members of the Club Association;

(e) Management, maintenance, improvement and beautification of lakes, ponds, and buffer strips included within the Recreation Facilities and areas and improvements thereon.

(f) Providing lawn maintenance services to the Members of the Club Association, but only when and to the extent, and upon terms specifically authorized by the Club Association;

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

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

(i) Repayment of deficits incurred by the Club Association, if any, in making capital improvements to or upon the Recreation Facilities, and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Club Association.

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

(k) Payment of taxes and insurance on the Recreation Facilities;

(l) Doing any other thing necessary or desirable, in the judgment of the Club Association, to keep the Recreation Facilities, or to preserve or enhance the value of the Recreation Facilities, or to eliminate fire, health or safety hazards, or, which in the judgment of the Club Association, may be of general benefit to the Owners and Members.

Section 3. Annual Fees and Assessments.

The first annual membership fee shall be a maximum of Six Hundred Dollars (\$600.00) per Lot. Such first annual membership fee shall commence on the date the Owner (or Renter) submits the required membership application, shall be prorated for the month and year of initial membership, and shall be due and payable on the first day of each month. The annual fees for any year, after the first year, shall become due and payable on the first day of January of said year. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment. The Club Association shall provide for monthly payments of said annual membership fees payable the first day of each month, provided, however, in the

event an Owner fails to make payments in accordance with any such monthly payments schedule established by the Association, the Association may declare the entire unpaid annual fee immediately due and payable in full.

The annual membership fee shall be paid directly to the Club Association, to be held in accordance with the above provisions. The Association's Board of Directors may adjust the annual membership fee after the end of each Calendar Year except, however, while the Developer retains control of the Association, the Developer may adjust the assessment on a quarterly basis to meet any increase in the costs of maintenance of the Recreation Facilities.

Section 4. Special Assessments for Capital Improvements. In addition to the annual membership fees authorized by Section 3 hereof, the Club 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 improvements upon the Recreation Facilities, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Maximum of Annual Fees. The Club Association may increase the maximum annual membership fees each year by an amount not to exceed fifteen (15%) percent above the maximum annual membership fee for the previous year without a vote of the membership. The maximum annual membership fee may be increased by more than fifteen (15%) percent in any year only upon the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, a written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting; provided, further, that the limitations of Section 3 hereof shall not apply to any change in the maximum fees undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 3 hereof. The votes shall be counted in accordance with Article III, Section 2, hereof.

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

At the first meeting called, as provided in Sections 4 and 5 of this Article, the presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5 of this Article, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from 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 and Recreational Facilities as defined in Article I, Section I hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Purpose. The Club Association in each village within the Property, and Additions to The Property, shall have the right, but not a duty, to exercise architectural control as hereinafter provided, for the purpose of insuring the community developed by Developer as a residential community or high standards and aesthetic beauty, over all residences or Dwelling Units, and any other structures appurtenant or otherwise, and improvements to be placed or constructed upon any Lot or any other portion of The Property affected hereby.

Section 2. Parties Exercising Architectural Control: The right to exercise the architectural control provided herein shall be vested in the Board of Directors of the Club Association for each village located within The Property and Additions to The Property, and each Club Association shall exercise such control within its own village. Provided, each such Board of Directors, in its sole and absolute discretion, shall have the right to select and appoint an Architectural Review Committee, to be comprised of Owners within that particular village, to which the Board may delegate and assign the right to exercise and enforce such controls.

Section 3. Lot Owner to Obtain Approval: Each Lot Owner, by holding or accepting title to any Lot, covenants and agrees that no building or other structure or improvement, or any change or alteration thereto, other than normal maintenance and repair which does not significantly alter or change the original condition and color of same, shall be placed, constructed or made upon any Lot unless and until plans and specifications therefore have been submitted to the Board of Directors of the Club Association, or, the Architectural Review Committee, for approval. Said plans and specifications shall describe with sufficient detail the improvements to be made including, but not limited to, all materials, equipment, and colors to be used. The Board of Directors, or its designated Architectural Review Committee, may, in its reasonable discretion, require the party submitting such plans and specifications to provide further detail.

The Board of Directors or the Architectural Review Committee shall have the right to approve or disapprove the plans and specifications on any grounds, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Board or Committee, shall be sufficient. In the event the Board or Committee fails to approve or disapprove such plans or specifications, or to require that said plans and specifications be revised, within thirty (30) days after the same had been submitted for approval, said plans and specifications shall be deemed approved and this provision shall be deemed to have been complied with. In the event approval is given by the Board of Directors or the Architectural Review Committee, or in the event no disapproval is given as required, and accordingly approval is presumed, the Lot Owner may proceed to make any such improvements or repairs in strict conformance with the plans and specifications submitted.

Section 4. Enforcement: In the event any Owner shall fail to obtain the required approval prior to any such construction, improvement, change, or alteration, the Club Association for the village in which the Lot is located shall have the right to enforce this provision by injunction from the appropriate court having jurisdiction, which shall include, but not be limited to, an order from the court to require the Lot Owner to stop, remove and/or alter any such construction, improvement, change or alteration in a manner which is satisfactory to the Club Association, or its designated Architectural Review Committee. In addition, in the event the Club Association shall bring a court action to enforce this provision, the Club Association shall be entitled to recover from the Lot Owner all costs and expenses, including reasonable attorneys' fees, incurred in bringing such action, and shall be entitled to a lien upon the Lot to secure payment of such judgment for costs incurred, which lien may be foreclosed in the manner provided in Article VII, Section 1 hereof.

Section 5. No Liability. Notwithstanding anything contained herein to the contrary, the Club Association shall have merely the right, but not the duty, to exercise such control, and shall not be liable to any Lot Owner or other person due to the exercise or non-exercise of such control, or the approval or disapproval of any construction, improvement, alteration, or maintenance. Furthermore, the approval or failure to disapprove any plans or specifications submitted for approval shall not be deemed to be a warranty that such plans or specifications are complete, or do not contain structural defects, or in fact, meet any standards of the Architectural Review Committee, or are architecturally or aesthetically appropriate, and the members of the Board of Directors of the Club Association or the Architectural Review Committee shall not be liable for any deficiency, or injury resulting from any deficiency or defect in such plans or specifications.

ARTICLE IX

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance of the Recreation Facilities, the Club Association for each village shall have the right to provide exterior maintenance upon any vacant Lot or upon any residence located on a Lot within the village subject, however, to the following provisions. Prior to performing any maintenance on an unimproved Lot or residence

located on a Lot, the Board of Directors of the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of The Property or Additions to The Property. Prior to commencement of any maintenance work on a Lot, the Board of Directors must furnish thirty (30) days prior written notice to the Owner at the last address listed in the Club Association's records for said Owner, notifying the Owner that unless the specified repairs or maintenance are made within said thirty (30) day period the Board of Directors shall cause said necessary repairs or maintenance to be made and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Board of Directors shall have the right to enter in or upon any such Lot or to hire personnel to do so, to make such necessary repairs or maintenance as are so specified in the above written notice. In this regard the Board of Directors shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, provided, however, that a request of an owner to provide the foregoing shall not obligate the Association to do so.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed and it shall be a lien against the Lot and obligation of the Owner and shall become due and payable in all respects, and may be collected or foreclosed, as provided in Article VII hereof for other assessments and liens. In the event the Club Association shall be required to bring a court action to collect such assessment, or to foreclose the lien, it shall also be entitled to recover all costs incurred, including reasonable attorney's fees, as a result of such action.

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

ARTICLE X

SPECIAL RESTRICTIONS AFFECTING COMMON PROPERTY AND OPEN AREAS

Section 1. General Intent. It shall be the intent and purpose of these restrictions and covenants to maintain and enhance certain areas designated as open areas or spaces or green belt areas on plats heretofore or hereafter filed for record in the Office of the Clerk of the Court of Orange County, Florida with respect to The Property and the Additions to The Property, or otherwise shown thereon as open space areas or Common Property. It shall be the further intent and purpose of these restrictions and covenants to protect natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites, and implement generally the development.

Section 2. Rights of Members. To insure that land designated as open areas or spaces or green belt areas and Common

Property will remain as undeveloped and natural woodland, a license for open space is hereby granted to the Owners of Lots within The Property and Additions to The Property and no Owner of a Lot shall fence any portion of the open areas or Common Property or place a hedge thereon or fence or hedge that portion of their property which faces or abuts the open areas or Common Property thereon or cause the same to become obstructed in any manner whatsoever.

Section 3. Buildings. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside as open space or a green belt area on plats filed for record in the Office of the Clerk of the Court of Orange County, Florida, with respect to The Property and the Additions to The Property, or otherwise shown thereon as Common Property.

Section 4. Wildlife. The Homeowner's Association shall have the right to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkeys and other wildlife, to make access trails or paths through said open areas and green belt areas and Common Property for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the same designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the aforementioned areas.

Section 5. Trash. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon the open areas, green belt areas or Common Property except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as open areas, green belt areas or Common Property.

ARTICLE XI

GENERAL RESTRICTIONS

Section 1. Residential Use. No Lot shall be used in whole or in part for anything other than residential purposes, and each such Lot is hereby restricted to the residential use of a single family, their household servants and guests.

Section 2. Adult Community Restriction. In recognition of the fact that The Property and Additions to The Property are being developed for the enjoyment, comfort, convenience and accommodation of adult persons, occupancy of each and every Dwelling Unit shall be and is hereby restricted to adults with whom no dependent children under the age of sixteen (16) years reside.

Section 3. Single Residential Use. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family Dwelling Unit and appurtenant out buildings or structures as may be suitable and necessary for the purposes for which said Lot is permitted to be used with construction thereof to be in accordance with the plans and specifications on file at the office of the Developer.

Section 4. No Trade, Business, Profession or Occupation. No Dwelling Unit shall be used in whole or in part to conduct a trade, business, profession or any other type of commercial activity.

Section 5. Subdivision. No Lot shall be subdivided or split by any means whatsoever into any greater number of residential plots nor into any residential plot or plots of smaller size.

Section 6. No Temporary Buildings. No structure of a temporary character, trailer, basement, tent, shack, garage, foreign or out buildings, shall be used on any Lot at any time as a residence, either temporarily or permanently; however, a construction shed may be placed on a Lot and remain there temporarily during the course of active construction of a Dwelling Unit by Developer.

Section 7. Removal of Buildings. No building or structure shall be removed from or upon The Property or Lots except as provided in Section 8.

Section 8. Destruction of Dwelling Unit.

(a) In the event any Dwelling Unit shall be partially destroyed by fire, an act of God, or other casualty to the extent that repairs can be made to the Dwelling Unit, thereby restoring it to substantially the same condition prior to such loss, the Owner shall, with diligence, after any such loss take the necessary measures to restore the Dwelling Unit.

(b) In the event any Dwelling Unit shall be destroyed beyond repair by fire, act of God or other casualty, the Owner shall, with due diligence, either restore the Dwelling Unit to substantially the same condition existing prior to such loss or clear the Lot of all rubble and debris and, thereafter, until such time as a Dwelling Unit is erected thereon, provide for the monthly maintenance of said Lot to ensure proper landscaping, maintenance and upkeep.

(c) Any Dwelling Unit repaired or replaced in contemplation of this Section shall be repaired or replaced in substantial compliance with architectural design and plans and specifications from which the Dwelling Unit was originally constructed.

Section 9. Occupancy Before Completion. No building, structure, or Dwelling Unit upon The Property shall be occupied until the same is approved for occupancy by Orange County or other such governmental agency which is responsible for regulation of building construction.

Section 10. Maintenance and Repair. All Dwelling Units, structures, buildings, out buildings, walls and driveways placed and maintained on The Property or any portion thereof, shall at all times be maintained in good condition and repair.

Section 11. Walls and Fences. No walls or fabricated fences shall be constructed, erected or maintained on or about any portion of a Lot within The Property.

Section 12. Signs. No signs of any kind shall be displayed to the public view on any Lot, except one (1) professional sign of not more than five (5) square feet advertising The Property for sale or for rent. All signage shall be reviewed and approved by the Board of Directors of the Club Association for the village in which the Lot is located, or an Architectural Review Committee designated by the Club Association, as provided in Article VIII of this Declaration of Covenants and Restrictions, which approval shall be made in writing prior to the display of any signage as contemplated by this paragraph.

Section 13. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no solicitations of any kind on The Property except by lawful permit obtained from the applicable governmental body.

Section 14. 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 at the rear of all dwellings out of sight from the street. There shall be no burning of trash or any other waste materials.

Section 15. Exterior Lighting. No lighting fixture may be installed that may become an annoyance or nuisance to the residents of adjacent properties.

Section 16. Livestock, Poultry and Pets. No livestock, horses, poultry or animals of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Section 17. Clothesline. No clothesline for the drying of clothes, sheets, blankets or other articles shall be erected or maintained on The Property.

Section 18. Lawns and Landscaping. "Developer" has provided landscaping to each Lot within The Property. The Landscaping on each Lot shall, at all times, be maintained by Owner in good appearance and free from overgrown weeds and rubbish.

Section 19. Topsoil Drainage. No sod or topsoil shall be removed from The Property without permission of Developer or its successors or assigns. No change in elevation of The Property shall be made without permission of Developer, its successors or assigns. No change in elevation of The Property shall be made without protecting adjoining Lots from surface water drainage caused by such change.

Section 20. Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot on The Property. Commercial vehicles (excluding pickup trucks 3/4 ton or under), semi-trailers, buses, recreation vehicles, boats and boat trailers shall not be parked, stored, kept or maintained on The Property.

Section 21. Antennas. No exterior radio, television or electronic antenna or aerial may be erected or maintained anywhere with The Property.

Section 22. Driveways. No driveways to the rear or side of any Dwelling Unit may be constructed other than those constructed by Developer.

ARTICLE XII

SPECIAL RESTRICTIONS

Section 1. Applicability. The following special restrictions shall apply only to those certain Lots within The Property

specifically described herein, and shall be of no applicability, force or affect as to other portions of The Property or Additions to The Property. The Lots to which these special restrictions apply are described as follows:

(a) "Orangewood Boulevard Lots":

Lots 186-189, 198-201, 210-213, 223-226, 224-247, and 283-293, Plat of LAKE RIDGE VILLAGE, Williamsburg At Orangewood, as per plat thereof recorded in Plat Book 10, Pages 73-75, Public Records of Orange County, Florida.

(b) "Central Florida Parkway Lots":

Lots 71-74, and 314-319, Plat of LAKE RIDGE VILLAGE, Williamsburg At Orangewood, as per plat thereof, recorded in Plat Book 10, Pages 73-75, Public Records of Orange County, Florida.

Section 2. No Vehicular Access. The Orangewood Boulevard Lots shall have, or be entitled to no vehicular access to Orangewood Boulevard, and the Central Florida Parkway Lots shall have, or be entitled to no vehicular access to Central Florida Parkway. All residences to be constructed upon said Lots shall front on or face, and all driveways or other accessways of any nature whatsoever shall open on or connect to, the interior platted streets adjoining each of said Lots.

Section 3. Landscape Buffers. The Developer shall install such landscaping as may be required by Orange County within the platted Landscape Easements upon the Orangewood Boulevard Lots and the Central Florida Parkway Lots, which easements adjoin the respective rights-of-way for Orangewood Boulevard and Central Florida Parkway. Thereafter, it shall be the responsibility of each Owner of such Lots to maintain or to replace as may be required from time to time, the landscaping required by Orange County and installed by the Developer, and no Owner may remove or alter such landscaping in any way without the written approval of Orange County and the Developer; provided, periodic trimming, consistent with good landscaping practices, shall not constitute a violation of this restriction, so long as it does not impair or defeat the purpose of such landscaping as a buffer from the respective rights-of-way.

Section 4. Failure to Maintain. In the event any Owner of said Lots shall fail or refuse to maintain or replace such landscaping, as required herein, the Club Association shall have the right to enter upon the Lot, and to perform the required maintenance or replacement of the landscaping at the expense of the Owner. Provided, that prior to commencement of any such landscaping maintenance or replacement, the Club Association shall furnish thirty (30) days prior written notice to the Owner at the last address listed in the Club Association's records for said Owner, notifying the Owner of the need for such maintenance or replacement. In the event the Owner shall fail to act within said period of time, the Club Association shall have the right to enter upon the Lot and to perform the necessary maintenance or replacement of the landscaping, the cost of which shall be charged to and paid by the Owner.

The cost of such landscaping maintenance or replacement shall be assessed against the Lot upon which performed, and shall

be a lien against the Lot and obligation of the Owner, which shall be due and payable immediately and may collected or foreclosed by the Club Association in the same manner provided for collection or foreclosure of other liens for assessments as provided in Article VII hereof. In the event the Club Association shall be required to bring a court action to collect such assessment, or to foreclose the lien, it shall also be entitled to recover all costs incurred, including reasonable attorney's fees, as a result of such action.

ARTICLE XIII

EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are shown on the plat of record, and the same are reserved for such use. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of the drainage in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each Lot, and all other 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.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, a Club Association, the Homeowner's Association, or the Owner of any land subject to this Declaration, their legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, an individual Owner, a Club Association or the Homeowner's Association, (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. Should the

Developer, an individual Owner, and/or the Club or Homeowner's 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 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 Club or Homeowner's Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

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

Section 5. Subdivision of Lots. No Lot shall be subdivided, or boundaries of any Lot changed. However, the Developer reserves the right to replat any Lots prior to their sale, without the necessity of the joinder or approval of any Owner or Association. In the event any such replatting results in changing the boundary of the Common Property, the Homeowner's Association shall deed such portion of the Common Property to the Developer as is needed to replat the Lots in exchange for the Developer deeding an equal amount of acreage to the Homeowner's Association to be used as Common Property.

Section 6. Amendments. This Declaration of Covenants and Restrictions may be amended only upon a two-thirds (2/3) vote of the Owners of Lots subject to these covenants and restrictions, and any such amendment shall thereafter be recorded in the Public Records of Orange County, Florida, and shall thereupon become a part of this Declaration of Covenants and Restrictions as though the same were first set out herein.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed by its duly authorized officers 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:

John M. Haskin

Cathy Stafford

INTERNATIONAL COMMUNITY CORPORATION,
a Delaware Corporation

By: Victor Young
VICTOR YOUNG, Senior Vice-
President

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF ORANGE) SS:

I HEREBY CERTIFY that on this day before me, an official duly authorized in the state and county aforesaid to take acknowledgments personally appeared before me VICTOR YOUNG, as Senior Vice-President of INTERNATIONAL COMMUNITY CORPORATION, a Delaware corporation, to me known to be the person described in and who, upon first being duly sworn, executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 17th day of September, 1981.

RECORDED & RECORD VERIFIED

Thomas A. Haskin

County Comptroller, Orange Co., Fla.

NOTARY PUBLIC
My Commission expires: Feb. 23, 1982