APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT THEIR MEETING
NOV 26 1990

JLB/DC0019L
Sweetwater Cr. 07/27/90

SWEETWATER COUNTRY CLUB, UNIT-II, PHASE-II
SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions ("Declaration"), made and entered into as of the 30th day of July, 1990, by THE HUSKEY COMPANY, a Florida corporation, hereinafter referred to as the "Developer".

BACKGROUND FACTS

A. The Developer is the owner of the real property described as the Subject Property in Article I of this Declaration and desires to add said property to the Existing Property that is defined in the Declaration of Covenants and Restrictions recorded in Official Records Book 2770, Page 1797, ("Original Declaration for UNIT-I, PHASE-I"); in the Supplemental Declaration of Covenants and Restrictions recorded in Official Records Book 2847, Page 460, ("Supplemental Declaration for UNIT-II, PHASE-I"); in the Supplemental Declaration of Covenants and Restrictions recorded in Official Records Book 2869, Page 1012, ("Supplemental Declaration for SECTION-A, PHASE-I"); in the Supplemental Declaration of Covenants and Restrictions recorded in Official Records Book 2913, Page 984 ("Supplemental Declaration for SECTION-B, PHASE-I"); in the Supplemental Declaration of Covenants and Restrictions recorded in Official Records Book 2934, Page 770 ("Supplemental Declaration for UNIT-III, PHASE-I"); in the Supplemental Declaration of Covenants and Restrictions recorded in Official Records Book 2998, Page 237 ("Supplemental Declaration for UNIT-IV, PHASE-I"); in the Supplemental Declaration of Covenants and Restrictions recorded in Official Records Book 3386, Page 1556 ("Supplemental Declaration for SECTION-C, PHASE-I"); in the Supplemental Declaration of Covenants and Restrictions recorded in Official records Book 3474, Page 2699 ("Supplemental Declaration for UNIT-V, PHASE-I"); in the Supplemental Declaration of Covenants and Restrictions recorded in Official Records Book 3535, Page 307 ("Supplemental Declaration for VILLA D'ESTE AT SWEETWATER COUNTRY CLUB"); in the Supplemental Declaration of Covenants and Restrictions recorded in Official Records Book 3664, Page 2018 ("Supplemental Declaration for SWEETWATER COUNTRY CLUB PLACE"); in the Supplemental Declaration of Covenants and Restrictions recorded in Official Records Book 3751, Page 0540 ("Supplemental Declaration for SECTION-A, PHASE II"); in the Supplemental Declaration of Covenants and Restrictions recorded in Official Records Book 3887, Page 0722 ("Supplemental Declaration for SECTION-B, PHASE-II"); in the Supplemental Declaration of Covenants and Restrictions recorded in Official Records Book 3931, Page 3272 ("Supplemental Declaration for SWEETWATER PARK VILLAGE; and in the Supplemental Declaration of Covenants and Restrictions recorded in Official Records book 3943, Page 4958 ("Supplemental Declaration for SECTION-D, PHASE-I"); all in the Public Records of Orange County, Florida; and further desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of said community.

RETURN TO ANNE - CLERK'S OFFICE BCC - 5TH FLOOR COUNTY ADMINISTRATOR'S BUILDING

Rec Fee $ 97.00
Add Fee $ 12.50
Doc Tax $ —
Int Tax $ —
Total $ 109.50

MARTHA O. HAYNIE, Orange County Comptroller
By _____ Deputy Clerk

3659647 Orange Co. FL.
11/30/90 11:16:20am

THIS INSTRUMENT PREPARED BY:

J. LINDSAY BUILDER, JR., ESQUIRE
ALLEN, BROWN & BUILDER, P.A.
359 Carolina Avenue
Post Office Box 1570
Winter Park, Florida 32790

OR4240 PG3219

subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. Definitions. 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 SWEETWATER COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.

(b) "The Properties" shall mean and refer to all Existing Properties as defined in the Original Declaration and additions thereto, as are subject to the Original or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Common Property" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties intended to be devoted to the common 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 map 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) "MEDPAK" shall mean and refer to MEDPAK INC., a Florida corporation, its successors and assigns.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Subject Property; 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.

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

(g) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof, except when each such Living Unit is situated upon its own individual Lot.

(h) "Owner" shall mean and refer to the record owner, including the Developer, whether one or more persons or entities, of 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. Provided, however, the term "Owner" shall not mean or refer to any builder who in its normal course of business purchases any Lot for the purpose of constructing a Living Unit or Multifamily Structure thereon for resale, but shall mean and refer to those persons who purchase a Lot and improvements thereon during or after completion of construction, and the Developer.

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

(j) "Existing Property" shall mean and refer to SWEETWATER COUNTRY CLUB, UNIT-I, PHASE-I, as per the recorded plat in Plat Book 6, Page 150; SWEETWATER COUNTRY CLUB, UNIT-II, PHASE-I, as per the recorded plat in Plat Book 7, Page 45; SWEETWATER COUNTRY CLUB, SECTION-A, PHASE-I, as per the recorded plat in Plat Book 7, Page 59; SWEETWATER COUNTRY CLUB, SECTION-B, PHASE-I, as per the recorded plat in Plat Book 7, Page 95; SWEETWATER COUNTRY CLUB, UNIT-III, PHASE-I, as per the recorded plat in Plat Book 7, Page 116; SWEETWATER COUNTRY CLUB, UNIT-IV, PHASE-I, as per the recorded plat in Plat Book 8, Page 29; SWEETWATER COUNTRY CLUB, SECTION-C, PHASE-I, as per the recorded plat in Plat Book 12, Pages 54, 55 and 56; SWEETWATER COUNTRY CLUB, UNIT-V, PHASE-I, as per the recorded plat in Plat Book 13, Page 64; VILLA D'ESTE AT SWEETWATER COUNTRY CLUB, as per the recorded plat in Plat Book 14, Pages 34 and 35; SWEETWATER COUNTRY CLUB PLACE, as per the recorded plat in Plat Book 15, Pages 114 and 115; SWEETWATER COUNTRY CLUB, SECTION-A, PHASE II, as per the recorded plat in Plat Book 17, Pages 11, 12 and 13; SWEETWATER COUNTRY CLUB, SECTION-B, PHASE-II, as per the recorded plat in Plat Book 19, Pages 103, 104 and 105; SWEETWATER PARK VILLAGE, as per the recorded plat in Plat Book 20, Pages 80 and 81; and SWEETWATER COUNTRY CLUB, SECTION D, PHASE I, as per the recorded plat in Plat Book 20, Page 110, all in the Public Records of Orange County, Florida.

(k) "Subject Property" shall mean and refer to SWEETWATER COUNTRY CLUB, UNIT-II, PHASE-II, per the recorded plat in Plat Book 27, Page 43-45 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. The purpose of filing this Declaration is to add the Subject Property to the Existing Property.

(a) Supplemental Declaration of Covenants and Restrictions. The Subject Property shall constitute additional property

within the scope of Article II of the Original Declaration. This Declaration contains essentially the same substance as the Original Declaration and is intended to interlock all rights of all Members of the Association, to the end that all rights resulting to Members of the Association shall be uniform as between Owners of Lots in SWEETWATER COUNTRY CLUB, UNIT-I, PHASE-I, SWEETWATER COUNTRY CLUB, UNIT-II, PHASE-I; SWEETWATER COUNTRY CLUB, SECTION-A, PHASE-I; SWEETWATER COUNTRY CLUB, SECTION-B, PHASE-I, SWEETWATER COUNTRY CLUB, UNIT-III, PHASE-I; SWEETWATER COUNTRY CLUB, UNIT-IV, PHASE-I; SWEETWATER COUNTRY CLUB, SECTION-C, PHASE-I; SWEETWATER COUNTRY CLUB, UNIT-V, PHASE-I; VILLA D'ESTE AT SWEETWATER COUNTRY CLUB; SWEETWATER COUNTRY CLUB PLACE; SWEETWATER COUNTRY CLUB, SECTION-A, PHASE-II; SWEETWATER COUNTRY CLUB, SECTION-B, PHASE II; SWEETWATER PARK VILLAGE; SWEETWATER COUNTRY CLUB, SECTION-D, PHASE-I; and SWEETWATER COUNTRY CLUB, UNIT-II, PHASE-II. This Declaration shall in no event revoke, modify or add to the covenants of the Original Declaration or any Supplemental Declarations as they relate to the existing Property.

(b) Additions in Accordance with a General Plan of Development. The Developer covenants that the addition of property contemplated hereby is in accordance with the General Plan of Development prepared prior to the sale of any Lot in the Sweetwater Country Club Development Property (a copy of said General Plan of Development is on file at the Zoning Department of Orange County, Florida).

(c) Merger. 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 the Original Declaration and the Supplemental Declarations upon the Existing Properties together with the covenants and restrictions established by Supplemental Declaration upon any other properties as one scheme. 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) 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 or Multifamily Structure thereon for resale shall not become a Member of the Association so long as such builder does not occupy the Living Unit as a residence. Only

those persons who purchase a Lot and improvements thereon during or after completion of construction and the Developer shall be Members. If a builder does occupy the Living Unit and does pay 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 Living Units either developed or contemplated in the Sweetwater Country Club Development Property. The Developer has filed with the Zoning Department of Orange County, Florida, the Sweetwater Country Club PD Plan which calls for development of a total of 395 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 Living Unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Living Unit, all such persons shall be Members, and the vote for such Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit.

Class B. Class B Member shall be the Developer. The Class B Member shall be entitled to four votes for each Lot or Living Unit in which it holds the interest required for membership by Section 1 and for each Lot and/or Living Unit contemplated to be developed in the Sweetwater Country Club Development Property, 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 as such.

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 and/or Living Unit.

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 all landscaped beautification areas, street lights, or such other items to the Association upon completion of same without conveying to the Association certain 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 said property; and

(b) the right of the Association to take such steps as are reasonably 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 ninety (90) days in advance of any action taken; and unless an instrument signed by Members entitled to cast in accordance with Article III, two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition; and

(f) the rights of the Members of the Association shall in no wise 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.

(g) Limited Common Property shall be used only by those Owners specifically authorized in the Original Declaration, or any Supplemental Declaration, to use the Limited Common Property.

ARTICLE V

EASEMENTS

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

(a) Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and MATV 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 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, telephone and MATV 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 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 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 residential dwelling units within the Subject Property; provided, however, that such use shall not be for a period beyond the earlier of (i) five (5) years from the conveyance of the first Lot to an Owner; or (ii) 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.

Section 3. Utilities. Easements over the Subject Property for the installation and maintenance of electric, telephone, MATV, 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.

Section 4. MATV. There is hereby reserved to the Developer, its successors and assigns, over the Subject Property, together with the right to grant and transfer the same (which right has been granted and transferred to American Television and Communications Corporation ("ATC")) the right to place on, under or across the Subject Property, transmission lines and other facilities for a MATV system and thereafter to own and convey such lines and facilities and the right to enter upon the Subject Property to service, maintain, repair, reconstruct and replace said lines or facilities; provided, however, that the exercise of such rights does not unreasonably interfere with any Owner's reasonable use and enjoyment of his Lot.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot who is also a Member by acceptance of a deed therefor, 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) transfer assessments; (2) annual assessments or charges; 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.

If the assessment is not paid on the date when due, 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 Living Unit.

If the assessment is not paid within thirty (30) days after

the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Living Unit, 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, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways including, but not limited to, lighting, lighting maintenance, improvement and beautification along: (i) State Highway 434, from Interstate Highway 4 to the intersection with the Wekiva Springs Road; (ii) along Wekiva Springs Road to the Orange County line; and (iii) the Piedmont-Wekiva Springs Road from the Orange County line to State Highway 436. Specifically, the Association is authorized to allocate up to a maximum of twenty percent (20%) of the original assessment and annual assessment, as hereinafter defined, toward those items in this paragraph (b) and toward the repayment of the costs of such initial improvements, such allocation to be done by the Association on an equitable basis considering the use of the roads by residents and guests of other Sweetwater developments;

(c) Maintenance, improvement and operation of drainage easements and systems;

(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;

(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 service, 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;

(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, Transfer, Annual and Service and Maximum Assessments.

(a) Original Assessment. The original assessment shall be One Thousand Two Hundred Fifty Dollars ($1,250.00) per Living Unit (to be paid by the Owner at time of closing on each Living Unit). The Association may use any part or all of said sum for the purposes set forth in Section 2 of this Article. In addition, the Owner shall pay at the time of closing, an original assessment of Two Hundred Fifty Dollars ($250.00) per Living Unit to ATC, or its successors or assigns, which amount shall represent the cost of running underground sound cable from the property line to the Living Unit and the installation of four (4) outlets for the MATV system. No outside or roof-top antenna of any type may be installed. All Owners must subscribe to the MATV system.

(b) Transfer Assessment. The transfer assessment shall be Two Hundred Fifty and No/100 Dollars ($250.00) per Living Unit to be paid by the Owner at the time of closing on the purchase of an existing Living Unit. The transfer assessment shall be paid by the purchaser upon each conveyance after the transaction in which the original assessment is paid. The transfer assessment shall be paid by each Owner (purchaser) directly to the Association. The Association may use any part or all of said sum for the purposes set forth in Section 2 of this Article.

(c) Annual Assessment. The initial annual assessment shall be Four Hundred Seventy-Five Dollars ($475.00) per Living Unit, payable semi-annually on April 1 and October 1 of each year. This annual assessment shall be in addition to the above mentioned original and transfer assessments and shall be prorated in the year of initial purchase by the Owner. Said assessment shall be paid directly to the Association, to be held in accordance with the above provisions.

(d) Adjustment to Transfer and Annual Assessments. The Association may adjust the annual and transfer assessments after 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 and transfer assessments shall be adjusted in accordance with the following provisions:

(1) The Price Index for March, 1977 shall be designated the Base Price Index;

(2) Promptly after the end of the first year and each year thereafter, the Association Board of Directors shall adjust the annual and transfer assessments so that the ratio of the Price Index for the first month following the end of each such year to the adjusted annual and transfer assessments shall be the same as the ratio of the Base Price Index to the initial annual and transfer assessments. 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 or transfer assessments for any year unless the adjusted

annual assessment or the adjusted transfer assessment computed as above provided varies by more than one percent (1%) from the then current annual or transfer assessment;

(4) No adjustment whatever shall be made in the annual or transfer assessment for any year more than ten percent (10%) from the previous annual or transfer assessment unless approved in accordance with Section 5 hereof;

(5) No adjustment shall reduce the annual or transfer assessment below the initial annual or transfer assessment;

(6) The Association shall send a notice to the Owners setting forth any adjustment in the annual assessment and the calculations of such adjustment at least sixty (60) 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 non-partisan publication evaluating the information heretofore used in determining the Price Index shall be used in lieu of such Price Index.

(e) Service Assessment. Each Owner shall pay the MATV system service and maintenance assessment established by and payable to ATC commencing on the date of closing. The service and maintenance assessment may be increased from time to time by ATC. Said assessment shall be paid directly to ATC in consideration for the availability and servicing of the MATV system.

Section 4. Special Assessments for Capital Improvements. In addition to the annual 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 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. Any portion of such special assessment which is for the cost of repair, etc., of any Limited Common Property shall be voted on by only the Owners entitled to use such Limited Common Properties and only such Owners shall be required to pay such portion of the special assessment.

Section 5. Change in Maximum of Annual Assessments. In addition to the procedure provided in Section 3 hereof, the Association may change the maximum assessments prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum assessments 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 III, Section 2 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 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 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 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 Living Unit subject to assessment. This subordination shall not relieve such Living Unit 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.

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, upon the recording of the Declaration for SWEETWATER COUNTRY CLUB, UNIT-I, PHASE-I, immediately formed a committee known as the "Architectural Review Board", hereinafter referred to as "ARB", consisting of five (5)

persons designated by the Developer, including an architect selected 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 Developer owns any Lots in The Properties or has not completed the General Plan of Development for the entire area owned by Developer. The Board of Directors shall also be obligated to appoint at least one (1) architect and one (1) Member of the Association to the ARB. Neither the Association, the Board of Directors of said 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 five (5) members. A quorum of the ARB shall be three (3) members. No decision of the ARB shall be binding without a quorum present and a 2/3, 3/4 or 3/5 affirmative vote by the Members.

Section 2. Planning Criteria. The Developer, in order to give guidelines to Owners concerning construction and maintenance of Living Units, hereby promulgates 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. Any amendments shall be set forth in writing and be made known to all Members and to all prospective Members of 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;

(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 development plan formulated by the Developer for 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 a set 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 and 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. Enforcement of Planning Criteria. In addition to the other duties set forth above, the ARB, along with the Developer and/or the Board of Directors of 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 Board of Directors of 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. Should the ARB, the Developer, and/or the Board of Directors 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 Board of Directors of 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 Board of Directors.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, 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 thirty (30) days prior written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified repairs or maintenance are made within said thirty (30) day period the Association shall make said necessary repairs and charge same to the Owner. Upon the failure of the Owner to act within said 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. 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.

ARTICLE 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:

(a) Land Use. No Lot shall be used except for residential purposes. No building shall be erected upon any Lot without prior approval thereof by the ARB as hereinabove set forth. There shall be only one house per Lot; no Owner may subdivide a Lot.

(b) Dwelling Quantity and Size. Each single family Living Unit shall be located on not less than 12,000 square feet and a minimum width of 95 feet of the building line. Any Living Unit shall have a minimum of 1,800 square feet of living area.

(c) Building Location.

(1) Front yards shall not be less than 30 feet in depth measured from the front Lot line to the front of any building structure.

(2) Rear yard shall not be less than 35 feet in depth measured from the rear Lot line to the rear of any building structure, exclusive of pool or patio.

(3) Side yards shall be provided on each side of every dwelling structure of not less than 10 feet from side Lot lines, except on a corner Lot, where setbacks from all streets or roads shall be a minimum of 30 feet on the front and 25 feet on the side.

(d) Garages. No carports shall be permitted, and each Living Unit shall include a garage which shall be at least adequate to house two (2) standard sized American automobiles. All garages and garage doors must be maintained in usable condition.

(e) Water Facilities. No individual water supply system for the Living Unit or for irrigation or swimming pools, or for any other purpose, shall be permitted on any Lot. The original Owner of a Lot shall be required to pay to Orange County the normal and customary water tap-in fee for connection to the county water system. In addition, the original Owner of a Lot must pay to the Developer a supplemental water tap-in fee of One Thousand and No/100 Dollars ($1,000.00) at the time of closing on the purchase of the Lot from the Developer.

(f) Landscaping. For any Lots contiguous with the golf course, sodding will be required on all sides of the Lot, including front and back yards. All other Lots must be sodded on front and side yards. Appropriate shrubs must be placed in the front and on each side of the Living Unit. Wood mulch must be used in areas around shrubs and trees unless the area up to the base of the shrub or tree is sodded.

(g) Fencing and Screening. No chain link or metal fences shall be allowed, and the composition, location and height of any other fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. No fences shall be permitted along the golf course except a pool fence, and the ARB shall approve only fences that are not more than five (5) feet high and decorative.

(h) Outside Installations. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio received upon any other Lot. No outside antenna for radio or television shall be constructed, erected or maintained at any time on any Lot.

(i) In addition to the ARB, the Association shall have the authority, from time to time, to include within the promulgated 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 intersections, utility connections and television antennas, driveway construction, and such other restrictions as it shall deem appropriate.

ARTICLE X

AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Subject Property which do not lower standards of the covenants and restrictions herein contained, and (c) to release any Lot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE XI

ADDITIONAL COVENANTS AND RESTRICTIONS

No property 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 herein 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 set forth herein may be amended in accordance with this provision. The Owners of at least seventy-five percent (75%) of the Lots and Living Units may change or amend any provisions hereof, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the Public Records of Orange County, Florida. A proposed amendment may be instituted by the Developer, the ARB, the Association, or by petition signed by fifteen percent (15%) of the then Owners of the Living Units. A written copy of the proposed amendment shall be furnished to each Owner at least ninety (90) days but not more than one hundred twenty (120) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded amendment.

ARTICLE XIII

PRIVATE IMPROVEMENTS WITHIN THE SUBJECT PROPERTY

Section 1. Creation of Private Improvements.

(a) The Developer desires to plat and develop the Subject Property as Sweetwater Country Club, Unit II, Phase II, pursuant to Chapter 65-2015, Laws of Florida and the Orange County Subdivision Regulations adopted thereto. As part of its plan of development for the Subject Property, the Developer desires to design and construct private streets and a private drainage system (the "Private Improvements"), which will not be dedicated to Orange County (the "County") or to the general public for use and enjoyment.

(b) The Private Improvements will be dedicated to the record owners of the fee simple title to any portion of the Subject Property (a "Subject Property Lot Owner") for their common use and enjoyment. The Developer will grant to each Subject Property Lot Owner a non-exclusive, perpetual easement and right appurtenant over and through the Private Improvements for the benefit of each Subject Property Lot Owner, their heirs, successors, personal representatives, assigns, tenants, servants, visitors and licenses, which easement and right shall run with the land, passing with the title thereto.

Section 2. Creation of the Lien and Personal Obligation of Costs Incident to Maintenance of the Private Improvements.

(a) In addition to the other covenants for maintenance assessments set forth in this Declaration, including but not limited to Article VI herein, each Subject Property Lot Owner who is also a Member (as provided in Article III hereof), hereby covenants and agrees to pay to the Association all assessments applicable to or associated with the cost of maintaining the Private Improvements (a "Private Improvement Assessment"), provided, however, the Developer shall not be required to pay a Private Improvement Assessment for any portion of the Subject Property to which the Developer holds fee simple title.

(b) The amount of the Private Improvement Assessment shall be determined by the Developer, while the Developer holds title to the Private Improvements, and, by the Association when title to the Private Improvements is conveyed to the Association. The determination of the amount of the Private Improvement Assessment shall be at the sole discretion of the fee title holder to the Private Improvements, either the Developer or the Association. The Developer and the Association may annually collect the Private Improvement Assessment and hold such sums in an account for future maintenance costs associated with the Private Improvements.

(c) If a Private Improvement Assessment is not paid on the date when due, a lien may be recorded, interest shall accrue, and a lien may be enforced by the Developer or the

Association in the same manner as provided in Article VI of this Declaration.

Section 3. Purpose of Private Improvement Assessment. The assessments levied by the Association pursuant to this Paragraph XIII shall be used exclusively for the purpose of maintaining, repairing, replacing and upgrading the Private Improvements.

Section 4. Indemnification and Hold Harmless.

(a) The County is willing to permit the use of the Private Improvements within the Subject Property only on the condition that the Developer and the Association indemnify and hold the County harmless from all losses, damages, costs, claims, suits, liabilities, expenses, and attorneys' fees (including those for legal services rendered at the appellate court level) resulting from or relating to the use, construction or maintenance of the Private Improvements.

(b) In order to satisfy the conditions imposed by the County in Section 4, Subparagraph (a), the Developer states and declares that while the Developer holds title to the Private Improvements, the Developer shall indemnify the County and hold the County harmless from the matters described in Section 4, Subparagraph (a). Upon conveyance of the Private Improvements to the Association, the Association shall indemnify the County and the Developer and hold the County and the Developer harmless from the matters described in Section 4, Subparagraph (a).

(c) The County is a third-party beneficiary of the maintenance obligations provided in this Article XIII and the County has the legal right to enforce the maintenance and the indemnification obligations in a court of competent jurisdiction.

(d) Neither the Developer nor the Association may amend or otherwise remove from this Declaration any of the language set forth in this Article XIII pertaining to the hold harmless indemnification obligations of the Developer and the Association, without the consent of the County.

(e) Notwithstanding anything to the contrary herein, the Developer shall maintain the Private Improvements for a period of one (1) year following the completion of the Private Improvements. At the end of this one (1) year mandatory maintenance period, the Developer will convey the Private Improvements to the Association, and the Association shall assume all obligations for the maintenance and upkeep of the Private Improvements. Simultaneously with the transfer of title of the Private Improvements to the Association and assumption by the Association of the maintenance responsibilities, the Developer shall deposit with the Association an amount of money equal to the total annual Private Improvement Assessment which would be due and collectible from each Subject Property Lot Owner. Thereafter, the Developer shall be relieved of its duty to maintain the Private Improvements and the hold harmless and indemnification obligations set forth in this Section shall be of no further force and effect against the Developer.

ARTICLE XIV

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 XV

ENFORCEABILITY

Section 1. 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, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. Should the Developer, an individual Owner, 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 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.

IN WITNESS WHEREOF, the Developer, THE HUSKEY COMPANY, has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

THE HUSKEY COMPANY

By: _____
E. Everette Huskey, President

(CORPORATE SEAL)

AMERIFIRST BANK, A FEDERAL SAVINGS BANK, F/K/A AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, the holder of that certain Mortgage encumbering the Subject Property, which instrument is dated February 3, 1989, and is recorded in Official Records Book 4053, Page 3947, Public Records of Orange County, Florida by execution hereof consent to the placing of these covenants and restrictions on the Subject Property and further covenant and agree 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.

Victoria M. Kotchuk

AMERIFIRST BANK, A FEDERAL SAVINGS BANK

By: _____
DAVID DEFIBAUGH
VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared E. EVERETTE HUSKEY, well known to me to be the President of THE HUSKEY COMPANY, the corporation 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 corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of January, 1990.

_____
Notary Public
My Commission Expires:
Notary Public, State of Florida
My Commission expires May 21, 1993

STATE OF FLORIDA
COUNTY OF Hillsborough

I HEREBY CERTIFY on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared DAVID DEFIBAUGH, well known to me to be the Vice President of AMERIFIRST BANK, A FEDERAL SAVINGS BANK, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said banking association.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of February, 1990.

Victoria M. Kotchuk
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: MAY 16, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

huskey
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CCC/MS0011I
09/21/90

JOINDER AND CONSENT TO SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BANK OF CENTRAL FLORIDA, as Mortgagee under that certain Mortgage and Security Agreement dated May 9, 1990, and recorded in Official Records Book 4186, Page 2040, Public Records of Orange County, Florida, and under that certain Mortgage dated July 30, 1990 and recorded in Official Records Book 4209, Page 990, 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 have been executed and recorded prior to the recording of its Mortgage.

Signed, sealed and delivered
in the presence of:

BANK OF CENTRAL FLORIDA

By: _____

Attest: _____

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of September, 1990, by Don Rogers and _____, as President and _____ respectively, of BANK OF CENTRAL FLORIDA, on behalf of the corporation.

_____
NOTARY PUBLIC

My Commission Expires: 12/21/93

This instrument prepared by:
Donald J. Curotto, Esq.
Allen, Brown & Builder, P.A.
P.O. Box 1570
Winter Park, Florida 32790

JLB/DC0019L
07/27/90

EXHIBIT "A"

ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA

1. Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed 35 feet in height, a private and closed garage for not less than two nor more than four 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, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any of the aforementioned structures be constructed prior to the main residential dwelling.

2. Roofs. All roof materials are subject to approval by the ARB. The minimum pitch for all roofs shall be 6/12.

3. Garages. In addition to the requirements stated in Paragraph 1, all garages must have a minimum width of 22 feet for a two car garage; 33 feet for a three car garage; or 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 16 feet for a two car garage or two 16 foot doors for a four car garage, or two, three, or four individual overhead doors, each a minimum of eight feet in width, and a service door, if feasible, said service door facing to either the side or the rear of the Lot. No carports will be permitted.

4. Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least 16 feet in width at the entrance to the garage. Asphalt will be permitted, if construction is in accordance with the following specifications: minimum of six inches of compact clay, four inches of compacted lime rock, one inch blacktop 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 to be acceptable to the ARB.

5. Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight inch concrete block shall not be permitted on the exterior of any Living Unit or detached structure except on the rear not facing a street. The ARB shall discourage the use of imitation brick for front or side material and encourage the use of front or side materials such as brick, four inch block, stone, wood and stucco, or a combination of the foregoing.

6. 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, or on the inside portion of the corner Lots within the set back lines. Treehouses 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 constructed thereon.

7. Fences, Walls and Screening. No chain link or metal fences shall be allowed. The height of all fences is restricted to no more than five feet. The composition and location of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. No fences shall be permitted along the golf course, except for a fence required around a pool in accordance with county or state regulations. 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.

8. Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on 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 outside edge of any pool wall may not be closer than four feet to a line extended and aligned with the side walls of the Living Unit.

(c) No screening of pool area may stand beyond a line extended and aligned with the side walls of the Living Unit unless approved by the ARB.

(d) Pool screening may not be visible from the street in front of the Living Unit.

(e) Location and construction of tennis or badminton courts to be approved by ARB.

9. 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 home, which enclosures shall be located out of sight from the front or side streets. There shall be no burning of trash or any other waste material, except within the confines of an incinerator the design and location of which shall be approved by the ARB.

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

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

12. 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 of six inches in diameter at one foot above natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a Living Unit.

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

14. 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 building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. 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.

15. Windows. No steel or aluminum casement windows shall be permitted.

16. Vehicles and Recreational Equipment. No truck or commercial vehicle, or mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailers or vans, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any Lot unless they are parked within a garage. This prohibition on parking shall not apply to: (a) temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance of a Living Unit; and (b) a mobile home, motor home, house trailer or camper for a period of time not in excess of twenty-four (24) hours for the limited purpose of loading or unloading such vehicle.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) hours. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal or failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

17. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed.

18. 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 property 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.

19. 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 Living Unit in such manner to be acceptable to the governing utility authority.

20. MATV System. All Owners must subscribe to the MATV System. No outside or roof-top antenna of any type may be installed.

21. Obnoxious Activities. No 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.

22. 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.

23. 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.

24. Imposition of Fines for Violations. It is acknowledged and agreed among all Owners that a violation of any of the provisions of these Architectural Review Board Planning Criteria by an Owner may impose irreparable harm to the other Owners. All Owners agree that a fine not to exceed One Hundred and No/100 Dollars ($100.00) per day may be imposed by the Association for each day a violation continues after notification by the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida and shall be treated as an unpaid assessment in accordance with Article VI.

The committee's approval or disapproval as required in the above set forth residential planning criteria shall be in writing.

RECORDED & RECORD VERIFIED
Martha O. Haynie
County Comptroller, Orange Co., FL

STATE OF FLORIDA — COUNTY OF ORANGE
I HEREBY CERTIFY that the foregoing is a copy of this document as recorded in this office.
Martha O. Haynie, County Comptroller
By: _____, D.C.
Dated DEC 21 1990

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