

**VILLA D'ESTE AT SWEETWATER COUNTRY CLUB
SUPPLEMENTAL 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 25th day of July A.D., 1984, 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 the Subject Property to the "Existing Property" as 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"); and in the Supplemental Declaration of Covenants and Restrictions recorded in Official Records Book 3386, Page 1556 ("Supplemental Declaration for SECTION-C, PHASE-I"); and in the Supplemental Declaration of Covenants and Restrictions recorded in Official Records Book 3474, Page 2699 ("Supplemental Declaration for UNIT-V, 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.

B. The Subject Property is part of the "Sweetwater Country Club Development Property" defined in the Original Declaration for UNIT-I, PHASE-I.

C. The Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, street lights, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the Subject Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Subject Property and each Owner thereof.

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

E. The Developer has incorporated under the laws of the State of Florida, as a not for profit corporation, SWEETWATER COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., the purpose of which is to exercise the functions aforesaid for the Sweetwater Country Club Development Property.

This Instrument Prepared By:

J. LINDSAY BUILDER, JR.
GODBOLD, ALLEN, BROWN & BUILDER, P.A.
180 Park Avenue North, Suite 2A
Winter Park, Florida 32790

F. The Developer shall convey to VILLA D'ESTE AT SWEETWATER JOINT VENTURE, a joint venture composed of TREND SETTER OF SWEETWATER, INC., a Florida corporation, and F.S. JOINT VENTURE #1, INC., a Florida corporation (the "Joint Venture") the Lots and Tracts, as defined herein, located within the Subject Property.

G. The Joint Venture shall cause Living Units, as defined herein, to be built on the Lots and to develop the Subject Property into a community to be known as Villa D'Este at Sweetwater.

H. The Joint Venture will incorporate under the laws of the State of Florida as a not for profit corporation, VILLA D'ESTE HOMEOWNERS' ASSOCIATION, INC., the purpose of which will be to maintain and administer the community properties and facilities located within Villa D'Este at Sweetwater, and administer and enforce the covenants and restrictions and collect and disburse to the Association the assessments and charges hereinafter created.

NOW, THEREFORE, the Developer declares that the Subject Property shall be: (a) added to the Existing Property; and (b) held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

Definitions

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

(a) "Association" shall mean and refer to the 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 Lots in The Properties.

(d) "Limited Common Property" shall mean and refer to Tract "A" of the Subject Property, which is designated as the streets, roads, rights-of-way, easements, drainage retention areas, etc., used for ingress, egress, service, utilities and drainage by the Owners of Lots in the Subject Property.

(e) "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.

(f) "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.

(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 any foreclosure proceeding or a deed in lieu of foreclosure.

(i) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section I, hereof. Provided, however, the Joint Venture shall not be a Member. Only those persons who purchase a Lot and the improvements thereon during or after completion of construction and the Developer shall be Members.

(j) "Villa D'Este Association" shall mean and refer to the VILLA D'ESTE HOMEOWNERS' ASSOCIATION, INC., to be formed by the Joint Venture.

(k) "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, all in the Public Records of Orange County, Florida.

(l) "Subject Property" shall mean and refer to VILLA D'ESTE AT SWEETWATER COUNTRY CLUB, per the recorded plat in Plat Book 14, Pages 34 and 35, 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; and VILLA D'ESTE AT SWEETWATER COUNTRY CLUB. 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 the Subject Property 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 is allowed 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 Property together with the covenants and restrictions established by the 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) 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. The Joint Venture or any builder who in its normal course of business purchases a Lot, or portion of the Sweetwater Country Club Development Property, 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 the Living Unit is not occupied 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. A builder, or a lessee of the builder, who does occupy the Living Unit must pay the assessments required in Article VI, and if paid such builder 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. The 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 and Limited Common Property

Section 1. Use of Common Property and Limited Common Property. Tract "A" of the Subject Property constitutes the Limited Common Property within the Subject Property. The Limited Common Property is required for ingress and egress, drainage retention, drainage and utilities by the Owners of Lots within the Subject Property, but such areas will not be dedicated to the public.

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. Title to Limited Common Property. The Developer shall convey legal title to the Limited Common Property to the Joint Venture upon conveyance of the Lots to the Joint Venture.

Section 4. 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. The Developer and the Association shall have no right to mortgage the Limited Common Property; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Property; 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.

Section 5. Use of Limited Common Property. The Limited Common Property shall be used only by those Owners specifically authorized herein 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. 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 3. 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 implace 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

Maintenance Assessments

Section 1. Obligation for Maintenance 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 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 Joint Venture shall not be required to pay any assessments for any Lots it owns.

If the Assessments are 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 Lots/Living Units.

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 Villa D'Este Association and the Owners, or foreclose the lien against the Lots/Living Units, 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, lighting maintenance, improvement and beautification along: (i) State Highway #434, from Interstate Highway 4 to the intersection with the Wekiwa Springs Road; (ii) along Wekiwa Springs Road to the Orange County line; and (iii) the Piedmont-Wekiwa Springs Road from the Orange County line to State Highway 436. Specifically, the Association is authorized to allocate a portion of the original assessment, transfer 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, including maintenance of perimeter drainage retention areas located outside the Subject Property but which are used for retention of storm water run-off from the Subject Property, if any;

(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; and

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

Section 3. Original, Transfer, Annual and Service and Maximum Assessments.

(a) Original Assessment. The original assessment shall be Five Hundred and no/100 Dollars (\$500.00) per Living Unit (to be paid by the Owner at time of closing on the purchase of each Living Unit). The original assessment shall be paid by each Owner 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. 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 and No/100 Dollars (\$400.00) 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 held in accordance with the above provisions.

(d) Adjustment to Transfer and Annual Assessments. The Association may adjust the transfer and annual 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 transfer and annual 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 transfer and annual assessments so that the ratio of the Price Index for the first month following the end of each such year to the adjusted transfer and annual assessments shall be the same as the ratio of the Base Price Index to the initial transfer and annual assessments. Provided, however, after consideration of current maintenance costs and future needs of the Association, the Association Board of Directors may set the annual assessments at a lesser amount than the previous year;

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

(4) No adjustment whatever shall be made in the transfer or annual assessment for any year more than ten percent (10%) from the previous transfer or annual assessment;

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

(c) Service Assessment. Each Owner shall pay a service and maintenance assessment of Six Dollars (\$6.00) per month commencing on the date of closing, which amount shall be payable quarterly. The service and maintenance assessment may be increased from time to time by ATC in accordance with rates established periodically by the Board of County Commissioners of Orange County, or such governmental body exercising such authority, for similar service. 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 and transfer 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.

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 and Limited 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 or the Joint Venture.

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 the Joint Venture 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 VII

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. Any Living Unit shall have a minimum of 1,800 square feet of living area.

(c) 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.

(d) Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted on any Lot without the approval of the ARB. The above

does not restrict the right of an Owner to install, operate and maintain a water well on the premises for use only for swimming pools and irrigation.

(e) 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.

(f) 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.

(g) 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.

(h) 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 (other than the Joint Venture), without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Subject Property.

ARTICLE XII

C.R. 3535 PG 321

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

Duration

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

ARTICLE XIV

Enforceability

Section 1. If any person, firm or corporation, or other entity 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 institute 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 all as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Leonor Chicharota
Oliver Sandicic

THE HUSKEY COMPANY

By: E. Everette Huskey
E. Everette Huskey,
President

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared 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 25th day of July, 1984.

Leonor Chicharota
NOTARY PUBLIC

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DECEMBER 22, 1987

This instrument was prepared by and should be returned to:
J. LINDSAY BUILDER, JR., Esquire
Godbold, Allen, Brown & Builder, P.A.
P. O. Box 1570
Winter Park, Florida 32790

EXHIBIT "A"

ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA

1. 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 house 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.
2. 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 dwelling, 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 residence constructed thereon.
3. Fences and Walls. 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.
4. 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.
5. 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.
6. Clotheslines. No clotheslines shall be placed on any lot at any time.
7. 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 home.
8. Window Air-Conditioning Units. No window air-conditioning units shall be permitted.
9. 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 residence, each property 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 residence.

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

11. Vehicles and Repair. No inoperative cars, trucks, trailers, campers or other such types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of 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 in the subdivision. All automobiles, trucks, boats, trailers and other vehicles shall be stored and kept in the garage so that they cannot be seen from adjoining property. All vehicles shall have current license plates.

12. 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.

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

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

15. 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.

16. 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.

17. 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.

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

RECORDED & RECORD MAINTAINED

Thomas W. Miller
County Comptroller, Orange Co., CA

VILLA D'ESTE AT SWEETWATER COUNTRY CLUB
SUPPLEMENTAL 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 25th day of July A.D., 1984, 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 the Subject Property to the "Existing Property" as 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"); and in the Supplemental Declaration of Covenants and Restrictions recorded in Official Records Book 3386, Page 1556 ("Supplemental Declaration for SECTION-C, PHASE-I"); and in the Supplemental Declaration of Covenants and Restrictions recorded in Official Records Book 3474, Page 2699 ("Supplemental Declaration for UNIT-V, 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.

B. The Subject Property is part of the "Sweetwater Country Club Development Property" defined in the Original Declaration for UNIT-I, PHASE-I.

C. The Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, street lights, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the Subject Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Subject Property and each Owner thereof.

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

E. The Developer has incorporated under the laws of the State of Florida, as a not for profit corporation, SWEETWATER COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., the purpose of which is to exercise the functions aforesaid for the Sweetwater Country Club Development Property.

This Instrument Prepared By:

J. LINDSAY BUILDER, JR.
GODBOLD, ALLEN, BROWN & BUILDER, P.A.
180 Park Avenue North, Suite 2A
Winter Park, Florida 32790

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

D. The Developer has incorporated under the laws of the State of Florida, as a nonprofit corporation, SWEETWATER COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., the purpose of which will be to exercise the functions aforesaid for the Sweetwater Country Club Development Property as defined in the Original Declaration.

E. After the platting of the Subject Property and the recording of this Declaration, the Developer intends to convey the Lots located within the Subject Property to SWEETWATER PARK VILLAGE BY MEL LAVERGNE, INC., a Florida corporation ("LaVergne"). The Developer shall enter an agreement with LaVergne whereby LaVergne shall have the right and obligation to construct all improvements within and to the Subject Property required by Orange County. LaVergne shall also construct/landscape the Limited Common Property under the same agreement. Once completed, LaVergne will sell the Lots to third parties to build, or to have built, Living Units (as defined herein) on the Lots (as defined herein).

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

ARTICLE I

DEFINITIONS

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

(a) "Association" shall mean and refer to the 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) "Limited Common Property" shall mean and refer to that portion of The Properties which is designated for use by specific Owners. Tract B of the Subject Property shall be considered "Limited Common Property" for purposes of this Declaration. Such Limited Common Property shall be for the sole use and benefit of the Owners of Lots within the Subject Property.

(e) "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.

(f) "Living Unit" shall mean and refer to any portion of a building or a single family structure situated upon The