

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

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This instrument prepared by and to be returned to:  
Julius J. Zschau, Esq.  
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.  
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**TOWNHOMES AT WINDSOR PALMS**

THIS DECLARATION, made on the date hereinafter set forth by PULTE HOME CORPORATION, a Michigan corporation, and having a mailing address of 555 Winderley Place, Suite 420, Maitland, Florida 32751, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property in Osceola County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the property described on Exhibit "A" attached hereto and made a part hereof is subject to the restrictions of a Master Association known as MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WYNDHAM PALMS, as recorded in Official Record Book 1720, Page 347, Public Records of Osceola County, Florida and any duly recorded amendments thereto; and

WHEREAS, Declarant desires to create an exclusive residential community known as "TOWNHOMES AT WINDSOR PALMS" on the Exhibit "A" land; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties; and, to this end, the Declarant desires to subject the real property described in Exhibit "A" to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property;

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

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, TOWNHOMES AT WINDSOR PALMS HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions stated above, which association is not intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes);

NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached Exhibit "A" shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE I - DEFINITIONS

Section 1. "Architectural Control Committee" or the "Committee" shall mean and refer to the person or persons designated from time to time to perform the duties of the Architectural Control Committee as set forth herein, and their successors and assigns.

Section 2. "Articles" shall mean the Articles of Incorporation of the TOWNHOMES AT WINDSOR PALMS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, attached hereto as Exhibit "B" and made a part hereof, including any and all amendments or modifications thereof.

Section 3. "Association" shall mean and refer to the TOWNHOMES AT WINDSOR PALMS HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

Section 4. "Board" shall mean the Board of Directors of the Association.

Section 5. "Bylaws" shall mean the Bylaws of the Association attached hereto as Exhibit "C" and made a part hereof, including any and all amendments or modifications thereof.

Section 6. "Common Area" or the "Common Property" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of conveyance of the first lot are described on Exhibit "D" attached hereto and incorporated herein by reference.

Section 7. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area, medians and shoulders of collector and arterial roadways, certain boundary walls and entrance signs, and street lighting on collector and arterial roadways.

Section 8. "Declarant" shall mean and refer to PULTE HOME CORPORATION, a Michigan corporation, its successors and assigns. It shall not include any person or party who purchases a Lot from PULTE HOME CORPORATION, unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by PULTE HOME CORPORATION as Declarant hereunder with regard thereto.

Section 9. "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TOWNHOMES AT WINDSOR PALMS and any amendments or modifications thereof hereafter made from time to time.

Section 10. "Dwelling" shall mean and refer to each and every single family residential dwelling constructed on any lot.

Section 11. "FHA" shall mean and refer to the Federal Housing Administration.

Section 12. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association of its holdings.

Section 13. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 14. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 15. "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

Section 16. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot, commercial property, membership recreational facilities or a residential Dwelling, which owner and holder of said mortgage shall be any

federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

Section 17. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 18. "Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area.

Section 19. "Master Association" shall mean and refer to the WYNDHAM PALMS MASTER COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 20. "Master Declaration" shall mean and refer to the MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WYNDHAM PALMS, as recorded in Official Record Book 1720, Page 347, Public Records of Osceola County, Florida and any duly recorded amendments thereto.

Section 21. "Master Plan" shall mean and refer to the Master Development Plan for WYNDHAM PALMS on file with the planning and zoning department of City of Kissimmee and as the same may be amended or modified from time to time.

Section 22. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any lot.

Section 23. "Parcel" shall mean and refer to any part of the Properties owned by Declarant which has not yet been, but is intended to be, platted as part of a residential subdivision.

Section 24. "Plat" shall mean and refer to the plat of TOWNHOMES AT WINDSOR PALMS, which has been recorded as WINDSOR PALMS TOWNHOMES, PHASE 3A, in Plat Book 14 at pages 105 through 106, Public Records of Osceola County, Florida. This definition shall be deemed to automatically be amended to include the plat of each phase, as such phase is added to this Declaration.

Section 25. "Properties" shall mean and refer to that certain real property described on attached Exhibit "A", and made subject to this Declaration.

Section 26. "Transient Tenant" shall mean and refer to any person or entity to which a Dwelling is rented or leased for a period of less than six (6) months.

Section 27. "VA" shall mean and refer to the Veterans Administration.

Section 28. "Work" shall mean and refer to the initial construction of improvements, including residential dwellings, common areas, amenities, landscaping upon all or any portion of the Properties to a single family residential community, through completion of construction and the sale and/or leasing thereof by Declarant.

Section 29. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; and the use of the term "including" or "include" is without limitation. Wherever any time period in this Declaration, the Articles or the By-Laws is measured in days, "days" means consecutive calendar days; and if such time period expires on a Saturday, Sunday or Legal Holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or Legal Holiday. Unless the context expressly requires otherwise, the term "Common Area", "Common Property", "Lot", and "Property" include any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Declaration or any other document described in the preceding Sections of this Article are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

## ARTICLE II - PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area; and any improvements thereon, including, but not limited to any Surface Water Management System (hereinafter referred to as "SWMS"), lakes, ponds, retention areas, culverts and/or related appurtenances which may be located within the Properties; to maintain the decorative entranceways to the Properties and streets within the Properties; to maintain and repair the exterior surface of certain walls and fences, if any, bordering the Properties and bordering the streets within the Properties; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain; to pay for the costs of street lighting for Common Areas, streets within the Properties, or other areas

designated by the Board of Directors, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and Bylaws, or this Declaration.

Section 2. Operation, Maintenance and Repair of Lots. The purpose of the Association shall also be to operate, maintain and repair the Lots, and any improvements thereon, including, but not limited to, maintenance of roofs and landscaping of Dwellings, the exterior painting of Dwellings and the maintenance of gutters and downspouts of Dwellings.

Section 3. Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of Article XII of this Declaration. The Declarant shall not be obligated, however, to make any such additions. Any and all such additions to the Common Area by Declarant must be accepted by the Association and such acceptance shall be conclusively presumed by the recording of a deed in the Public Records of Osceola County, Florida, by or on behalf of Declarant for any such Common Areas or the designation of such Common Areas on a plat duly recorded for any portion of the Properties. The Association shall be required, upon request of Declarant, to execute any documents necessary to evidence the acceptance of such Common Areas. The conveyance of the Common Area to the Association shall vest in the Association exclusively all riparian rights in and to any stream, pond, lake or other waterbody situated thereon, in whole or in part, notwithstanding the fact that any Lot is shown or described as abutting the same.

### ARTICLE III - DEVELOPMENT PLAN

Section 1. General. In connection with the construction of residential Dwellings on Lots, Declarant may construct attached Dwellings within Lots subject to Article IX hereof. Notwithstanding the foregoing, nothing contained in this Declaration shall bind Declarant to continue or complete such development plan, once started, and Declarant neither commits to, nor warrants or represents to do so. Declarant may discontinue such development plan at any time without liability to any Owner or other party.

Section 2. Boundary Walls. The Declarant may construct a border wall along all or part of some or all of the publicly dedicated streets bounding the perimeter of the Properties. Such walls (the "Boundary Walls") may be constructed either on dedicated rights of way, Common Areas or the Lots, or other land of Owners adjacent to such rights of way. Whether or not located on Common Areas, the Association shall maintain and repair at its expense such Boundary Walls, if any.

Section 3. Easement for Maintenance. The Declarant hereby reserves to itself and grants to the Association, its agents and contractors a non-exclusive perpetual easement as to all land adjacent to streets within the Properties or streets bounding the perimeter thereof to the extent reasonably necessary to discharge the

duties of Boundary Wall and any additional maintenance required under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit. The Declarant also hereby reserves for itself and the Association, and its and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across the Properties for the purpose of exercising its and their rights and obligations under this Declaration.

Section 4. Reciprocal Easements. There shall be reciprocal appurtenant easements between the lands adjacent to either side of a Boundary Wall for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such walls as constructed, repaired or reconstructed.

Section 5. Sprinkling System. Declarant reserves the right to install, operate and maintain irrigation and sprinkling equipment on any Common Area or within landscaped rights of way which the Association is obligated to maintain under this Declaration. The Association shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense and such shall be a Common Expense.

Declarant also reserves the right to install, operate and maintain irrigation and sprinkling equipment on, over, under, across and through any other area within the Properties including, but not limited to the grassed or landscaped areas of Lots. The Association shall be obligated to maintain, operate and repair such irrigation and sprinkling equipment at its own expense and such shall be a Common Expense. The Association shall have an easement on, over, under, across, and through the grassed and landscaped areas of all Lots for the purpose of maintenance and repair of the irrigation and sprinkling equipment.

Section 6. Lawn and Landscaping Maintenance. All lawn and landscaping maintenance in the Common Area and on all Lots in the Properties shall be the responsibility of the Association. Lawn maintenance shall include cutting, sprinkling, pest control, replanting and related maintenance. Such maintenance shall include the maintenance of landscaped areas and shrubbery located on Lots. The Association shall have an easement over each Lot in the Properties to accomplish the lawn and landscaping maintenance referred to herein. The expense of such lawn and landscaping maintenance shall be a Common Expense.

Section 7. Additional Land Added to Properties. In the event Declarant shall make additions to the Properties pursuant to Article XII, it may, but shall not be obligated to, continue a development plan similar to the scheme described above, or with such modifications thereto as Declarant in its sole discretion, may deem appropriate, all as set forth in the amendment or supplement to the Declaration. As to any additions as to which the development scheme is continued, the Association shall

be responsible for the maintenance of any Boundary Walls as set forth above or, if modified, in any amendment or supplement to the Declaration as set forth therein.

#### ARTICLE IV - PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any regular annual assessment levied under this Declaration against his Lot remains unpaid for a period in excess of ninety (90) days, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of the Association to dedicate, transfer or mortgage all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles;

(e) The right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles; and

(f) The right of the Association to otherwise deal with the Common Area as provided by its Articles.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Area to: (i) all family or household members of such Owner; or (ii) such Owner's tenants or contract purchasers; and (iii) all family or household members of such tenants or contract purchasers provided the foregoing actually reside upon such Owner's Lot. Any delegation to tenants or invitees of any of the foregoing is subject to the Association's rules and regulations.

Section 3. Reciprocal Easements for Party Walls. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls or any non-party walls; for lateral and subjacent support; for roofs and eaves and for maintenance, repairs and replacements

thereof for encroachments caused by the placement, settling, and shifting of any such walls as constructed by Declarant or reconstructed in accordance with this Declaration; and for access to maintenance and repair of utility facilities serving more than one Lot. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspection and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise by the Owner(s) making use of such easement(s).

If any portion of the Common Area by virtue of the Work performed by the Declarant encroaches upon a Lot, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Lot by virtue of the Work performed by the Declarant encroaches upon the Common Area or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or on the Lots for the purpose of marketability of title. In the event a building on the Common Area or a Lot or any portion thereof is destroyed and then rebuilt, the Owners of the Lot or Lots agree that the minor encroachments of parts of the Common Area, or any other Lots, because of such reconstruction shall be permitted and that an easement for such encroachment and the maintenance and repair shall exist.

Section 4. Easements for Dwellings. Each Owner of a Lot shall have an easement of reasonable size and duration upon, over and across the Lots adjacent to it when any part of the Dwelling or appurtenant structure thereof (including, but not limited to, gabled ends) is constructed in such a manner so as to lie directly on or over the common side or rear Lot lines between such Lots, such easement being for the purpose of maintenance, repair and reconstruction of the Dwelling or appurtenant structure originally constructed by Declarant and for rain water run-off as may be required. This easement shall apply only when necessary to accomplish the purposes set forth herein, and the Owner exercising such easement rights shall be liable for any damages to the adjacent Lot arising thereby. Each Lot on which such a Dwelling or appurtenant structure, as described above, has been constructed is hereby benefited and burdened by reciprocal appurtenant easements for maintenance, repair and reconstruction as described above; for lateral and subjacent support; and for encroachments between each Lot for the unwillful placement, settling or shifting of the improvements as originally constructed thereon, or reconstructed in accordance with this Declaration; provided, however, that in no event shall an easement for encroachment exist if such encroachment was caused by willful misconduct on the part of the Owner of any Lot. Notwithstanding anything in this Section to the contrary, in no event shall any easement extend to a distance of more than five (5) feet, as measured

from any point on the common boundary line between Lots along a line perpendicular to such boundary at such point.

Section 5. Easements for Utilities, Drainage and Sprinklers. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to Declarant over all utility and drainage easement areas encumbered by recorded easements as of the date hereof (which easements shall include without limitation, the right of reasonable access over Lots to and from the easement areas). The Association shall have the right hereafter to convey such additional easements encumbering the Common Area as may be deemed necessary or desirable on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Further, an easement is hereby reserved over all portions of the Properties for electrical apparatus, CATV facilities, or other apparatus for any utilities, now or hereafter installed to serve any portion of the Properties; provided, however, no such apparatus or facilities shall be installed within a Lot or Dwelling so as to unreasonably interfere with the use thereof by the Owner, nor shall such facilities hinder the Association in the exercise of its right hereunder. The easement rights reserved pursuant to this paragraph shall not impose any obligation on Declarant to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them. Within such easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction, or obstruct or retard the flow, of water through drainage channels in such easement areas or which may reduce the size of any water retention areas constructed in such easement areas. The Owner of any Lot subject to an easement described herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes or other equipment or facilities placed on, in, over or under the Properties which is subject to such easement. Subject to the terms of this Declaration regarding maintenance of Common Areas, the easement areas of each Lot and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Lot, except for those improvements for which a public authority, the Association or utility company is responsible. With regard to specific easements of record for drainage, Declarant shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Lot, unless the Owner of such Lot shall consent to such alteration.

The Common Area as provided in Article I is defined to include easements under each Lot for the benefit of each respective Lot Owner serviced by said easements, for all conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to the Lots, which easements shall be maintained exclusively by the Association.

Section 6. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 7. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area or be displayed from the windows of the Dwellings. This Section, however, shall not apply to the Declarant.

Section 8. Animals. No animals shall be permitted on or in the Common Area at any time.

Section 9. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Board.

Section 10. Title to Common Area. The Declarant shall convey title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record, and subject to such easements, covenants or restrictions as granted or imposed by Declarant in connection with the development of the Properties or related activity.

Section 11. Easements Reserved in Common Area. The Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the Common Area for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the Properties. The Declarant shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over the Common Area, provided such lines and facilities benefit land which is or will be within the Properties. The Association shall join in or separately execute any easements for the foregoing purposes which the Declarant shall direct or request from time to time.

Section 12. Declarant and Association Easement. In addition to the aforementioned easements, Declarant reserves for itself, the Association, the Architectural Control Committee, and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across each Lot and the right to enter upon each Lot for the purpose of exercising its rights and obligations under this Declaration. Entry into any Dwelling, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose, except

pursuant to a valid order of court. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 13. Easement for Pedestrian Access. A non-exclusive easement is hereby reserved in favor of Declarant, the Association, and their successors and assigns, over and across a strip of land extending three (3) feet on each side of any and all Lot lines within the Properties which are not improved by a party wall or other improvements, and which lines lie between the exterior walls of any two buildings on the Properties, to be used for pedestrian ingress and egress to and from all portions of the Common Area. It is the intent of this paragraph that the right to use the six (6) foot easement over certain Lot lines, as described above, may be assigned on a non-exclusive basis by Declarant and/or the Association, without relinquishing the right of the assigning party to use the easement for the purposes herein stated. Without limiting the generality of the stated purpose of the easement herein described, it is intended that this easement be used to allow specified pedestrians to walk between buildings on the Properties in order to reach any portion of the Common Area.

Section 14. Association Easement. A non-exclusive easement is hereby established over all portions of the Common Areas, for ingress and egress to and from all portions of the Properties, and for maintenance of the Common Area and all Dwellings for the benefit of the Association, and the Architectural Control Committee and their respective contractors, agents and licensees, subject to the following:

(a) All provisions of this Declaration, any additional covenants and restrictions of record, any plat of all or any part or parts of the Properties, and the Articles of Incorporation and Bylaws of the Association.

(b) Rules and regulations adopted by the Association governing the use and enjoyment of the Common Area.

Section 15. Owners Easements. Owners of Lots shall have a non-exclusive easement over the Lots of other Owners for the purpose of delivery of bulky items and for the purpose of major improvements or repairs. In the event the user of such easement damages the Lots over which he traverses, such user shall be responsible for the repair of the damages. In the event the Dwellings constructed on adjacent Lots share a common sidewalk, both Owners of the adjacent Lots and their guests, tenants and invitees, shall have a non-exclusive easement for ingress and egress over all sidewalks as constructed. In the event such common sidewalk shall require repair, replacement or maintenance, it shall be the obligation of the Association to repair, replace, or maintain such sidewalks, and such repair, replacement or maintenance shall be a Common Expense.

Section 16. Easement Over the Grassed Area. The Association and its contractors shall have an easement over grassed portions of Lots for lawn maintenance which maintenance shall include, without limitation, fertilizing, pruning, mowing, spraying of insecticide and resodding, if necessary, as well as any related functions. This easement shall extend to equipment of those maintaining lawns and grassed areas.

Section 17. Easements Reserved in Common Area for Use in Connection with Other Homeowner Associations. Declarant hereby reserves unto itself, its successors and assigns, the right to grant easements over any of the Common Area not occupied by a building or recreation amenity to be used for, by or in connection with any homeowners association development which may hereafter be erected on land now or hereafter owned by Declarant within the Properties, or as may become necessary in providing such developments with utility services, drainage or irrigation facilities. Neither this reservation of rights, nor anything else herein contained is intended to, nor shall it, constitute or be deemed to constitute a commitment, warranty or representation by Declarant to hereafter construct or develop such other homeowners association developments and Declarant hereby declares that it neither makes nor gives any such commitment, warranty or representation.

#### ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights. Every Owner of a Lot, which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. The Declarant shall be a member so long as it owns one or more Lots.

Section 2. Membership Classifications. The Association shall have two classes of voting membership, Class A, and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(a) Class A. Class A members shall be all Owners of Lots subject to assessment; provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated

be cast with respect to such Lot nor shall any split vote be permitted with respect to such Lot. Every Owner of a Lot within the Properties, who is a Class A member, shall be entitled to one (1) vote for that Lot.

(b) Class B. Declarant shall be the Class B member, and shall be entitled to three (3) votes for each Lot owned; provided, however, that as to land which is annexed or added pursuant to Article XII of this Declaration, Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon Declarant shall be entitled to three (3) votes per Lot in lieu of the votes per acre.

(c) Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earliest:

- (i) When 75% of the Lots are conveyed to Owners, other than Declarant; or
- (ii) On December 31, 2015; or
- (iii) When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article XII hereof, such additional land shall automatically be and become Class B Lots. In addition, if following such addition of land, the total votes allocable to all Lots then owned by the Declarant (calculated as if all such Lots are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots owned by the Declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurrence (ii) or (iii) above shall have taken place.

#### ARTICLE VI - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND OWNERS

Section 1. Common Area. Subject to the rights of the Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area and all other improvements thereon and all furnishings, equipment and other personal property related thereto. The Association shall keep the foregoing in good, clean, substantial, attractive, sanitary and serviceable condition, order and repair. The Association's duties with respect to the Common Area include the management, operation, maintenance, repair, servicing, replacement and renewal of all improvements, equipment and personal property installed thereon by the Declarant as

part of the Work. The Association's duties also include the duty to repair under the circumstances outlined in this article.

## Section 2. Lot Maintenance.

(a) Responsibility of Association. The Association shall provide maintenance upon each Lot and each Lot is subject to assessment for such maintenance, including but not limited to: (i) the exclusive right to conduct exterior maintenance including but not limited to the repair, replacement and maintenance of Common Area improvements, roofs, gutters, front patios, lawns, trees, shrubs, landscaped areas including any partially enclosed front yards of Lots, walks, fences, the community pool, community pool furniture and equipment, and other exterior improvements installed by Declarant as part of the Work, and their replacements; (ii) the exclusive right to painting and repair of exterior building surfaces, every ten (10) years, or more often if deemed necessary by the Board of Directors, the initial such time period to commence from the date that the first Lot is sold to a residential Owner; (iii) repair, replacement, and maintenance of the utility easements located under each Lot as described in Article IV, and (iv) the right to maintain irrigation systems within the Common Property. The Association's duty of exterior maintenance does NOT include: glass surfaces; replacement of exterior doors; screened enclosures, rear lanai, or splash pool located in rear of Dwellings. The Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time as specified herein. Where it is stated herein that the Association has "exclusive control", it means the Owners of Lots shall not be required, or entitled, to conduct such activities, it being the intent of the Association to control such activities for purpose of maintaining uniformity within the Property. All maintenance performed by the Association shall be at least up to the maintenance standards established in the Declaration.

(b) Responsibility of Owner. The Owner shall provide exterior maintenance as follows, the cost for which each Owner shall be individually responsible: (i) maintenance, repair and replacement of rear screen porches, patios, lanais, screened enclosures and splash pools upon each Owner's Lot; (ii) repair or replacement of all glass surfaces on his/her Lot; (iii) replacement of exterior doors; (iv) maintenance, repair, or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty damage with the Lot of an Owner; (v) repair or replace any property whether upon such Owner's Lot or any other Lot, or the Common Property, which repair or replacement is required because of any negligence or the willful act of such Owner or any member of such Owner's family or household, or any invitee of such Owner; and (vi) the cost of labor and materials for replacement of roofs on individual Lots in excess of the reserves established for such purpose pursuant to Article VI, Section 2 hereof. All maintenance performed by the Owner shall be at least up to the maintenance standards established in the Declaration.

(c) Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances: (i) such Owner does not when reasonably necessary replace any glass surfaces or exterior doors on such Owner's Lot; or (ii) any maintenance, repair or replacement, whether upon such Owner's Lot, or any other Lot or Common Property, is required because of any negligent or willful act of such Owner or any member of such Owner's family or household or any invitee of such Owner; or (iii) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot; and (iv) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-seven percent (67%) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by Article VII, Section 14, of this Declaration. Failure of the Association to undertake any such maintenance, replacement or repair on behalf of the Owner shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association determines are necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, any future Declaration, or its Articles, Bylaws, rules and regulations. The Association may contract with others to furnish trash collection, lawn care, Common Property maintenance, and any other services or materials, or both, to all Lots, or to any group of Lots; provided, however, if such services or materials, or both, are furnished to less than all Lots, then:

- (i) only those Lots enjoying the benefit thereof shall be assessed for the cost thereof, as provided in this Declaration; and
- (ii) provided further, each such Owner's consent shall be required.

Section 4. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Bylaws.

Section 5. Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots, the Common Property, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration,

and any applicable future Declaration. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. All rules and regulations initially may be promulgated by the Board of Directors, subject to amendment or rescission by a majority of both classes of membership present and voting at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

Section 6. Implied Rights. The Association may exercise any other right, power or privilege given to it expressly by this Declaration, any future Declaration, its Articles or Bylaws, or by law, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power or privilege so granted.

Section 7. Restriction on Capital Improvements. Except for replacement or repair of items installed by Declarant as part of the Work, and except for personal property related to the Common Property, the Association may not authorize capital improvements to the Common Property without Declarant's consent until termination of the Class "B" control period as described in Article V. At all times hereafter, all capital improvements to the Common Property, except for replacement or repair of those items installed by Declarant as part of the Work and except for personal property related to the Common Property shall be approved by sixty-seven percent (67%) of each class of members who are present in person or by proxy and voting at a meeting duly convened for such purpose, as provided in this Declaration.

Section 8. Litigation. The Association shall have the power to initiate or defend litigation on behalf of the Association, subject to the following limitations: no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of each class of members. This paragraph shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens and enforcement of restrictive covenants against Owners), (b) the imposition and collection of assessments as provided in Article VII hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 9. Surface Water/Stormwater Management System.

(a) The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the South Florida Water Management District ("SFWMD") Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the surface water or stormwater management system(s) shall mean exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by SFWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by SFWMD.

(b) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the surface Water/Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, any governmental entity having jurisdiction and SFWMD.

(c) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association, City of Kissimmee, or SFWMD to any drainage areas or SFWMD for maintenance or landscape purposes. The right of ingress and egress, and easements therefore are hereby specifically reserved and created in favor of the Declarant, the Association, SFWMD, City of Kissimmee or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(d) No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water/Stormwater Management Systems. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the Surface Water/Stormwater Management System without the prior written consent of the Association, City of Kissimmee, and SFWMD.

(e) Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area, drainage easement, or the Surface Water/Stormwater Management System including, but not limited to, easements for maintenance or ingress and egress, shall be removed, if required by the Association or SFWMD, the cost of which shall be paid for by such Owner as a special assessment.

(f) SFWMD and any governmental entity having jurisdiction shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Surface Water/Stormwater Management System.

(g) No Owner of property within the Property may construct or maintain any building, residential dwelling, or structure, or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from SFWMD and City of Kissimmee pursuant to Ch. 40, Fla. Adm. Code.

Section 10. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws.

Section 11. Insurance. The Association at all times shall procure and maintain adequate policies of public liability insurance, as well as other insurance that it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

Section 12. Common Expense. The expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth in this Article, are hereby declared to be Common Expenses and shall be paid by Class A members. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles of Incorporation or the Bylaws are deemed to be and are hereby Common Expenses.

Section 13. Suspension of Use Rights; Levy of Fines. The Association may suspend for a reasonable period of time the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines, not to exceed One Hundred and no/100 Dollars (\$100.00) per violation per day for each day of a continuing violation not to exceed One Thousand and no/100 Dollars (\$1,000.00) in the aggregate, against any Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or rules and regulations promulgated by the Association. A fine or suspension may be imposed only after giving such Owner, tenant, guest or invitee at least fourteen (14) days written notice and an opportunity for a hearing before a committee of at least three (3) members of the Association appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The committee must approve a proposed fine or suspension by a majority vote. No suspension of the right to use the Common Area shall impair the right of an Owner or Owner's tenant to have vehicular ingress to and egress from such Owner's Lot, including, but not limited to, the right to park.

## ARTICLE VII - COVENANT FOR MAINTENANCE ASSESSMENTS

### Section 1. Creation of the Lien and Personal Obligation for Assessments.

The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to the Association: (i) annual assessments or charges and charges for Common Expenses; (ii) special assessments or charges against a particular Lot as may be provided by the terms of this Declaration. Such assessments and charges, together with the maximum interest allowable by law, computed from the date the delinquency first occurs and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person who is the owner of such Lot when such assessment arose. Such personal obligation for delinquent assessments shall not pass to the Owner's successor in title who are not affiliated or related to the Owner by marriage, blood or adoption, unless assumed expressly in writing; provided, however, the above-referred to lien shall continue to be enforceable against the Lot. No First Mortgagee who obtains title to a Lot pursuant to the remedies provided in the First Mortgagee's mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association; the maintenance, repair and replacement of Boundary Walls required or permitted to be maintained by the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

### Section 3. Maximum Annual Assessment for Common Expenses.

(a) Initial Assessment. Until January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum

annual Common Expenses assessment per Lot shall not exceed One Thousand Two Hundred and No/100 Dollars (\$1,200.00).

(b) Standard Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual assessment for Common Expenses as stated above may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the members.

(c) Special Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual assessment for Common Expenses may be increased above the increase permitted by subsection 3(b) above by a vote of two-thirds (2/3) of each class of voting members at a meeting duly called for this purpose.

(d) Duty of Board to Fix Amount. The Board of Directors may fix the annual assessment for Common Expenses at an amount not in excess of the maximum annual assessment rate established in this Section.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any members meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast one-tenth (1/10) of all the votes of each class of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Declarant's Common Expenses Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to any annual assessment for any Lot which it may own, provided Declarant shall be responsible for paying the difference between the

Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their Class A Lots. Such difference shall be called the "deficiency", and shall not include any reserve for replacements, operating reserve, depreciation reserves, capital expenditures or special assessments. The Declarant may at any time, give thirty (30) days prior written notice to the Association terminating its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than Declarant. Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. Such assessment shall be prorated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession as the case may be.

Section 7. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article shall not apply to the Common Area or any other Homeowner's Association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments for Common Expenses shall commence as to all Lots subject thereto upon the conveyance of the first lot from the Declarant to its purchaser. The Board of Directors shall fix the amount of the annual assessment for Common Expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Board of Directors, annual assessments for Common Expenses shall be collected on a quarterly basis. The due date for special assessments shall be as established by the Board of Directors.

Section 9. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, including those owned by the Declarant, together with interest and all

costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot in favor of the Association.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In lieu of foreclosing its lien, the Association, at its election, shall have the right to collect amounts due it by suit for collection brought against the Owner personally obligated for payment.

Section 12. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by an Institutional Lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such First Mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such First Mortgagee a period of thirty (30) days in which to cure such delinquency before

instituting foreclosure proceedings against the Lot; provided, however, that such First Mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such First Mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article VII. Mortgagees are not required to collect assessments.

Section 14. Special Assessments. Any cost or expense required to be paid by an Owner related solely to such Owner or its Lot, and any and all other accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration or any applicable future Declaration, including any indemnity contained here, or by contract express or implied, or because of any act or omission of any Owner or of any Owner's family, household members or invitees, also shall be assessed by the Association against such Owner's Lot after such Owner fails to pay the same when due and such default continues for thirty (30) days after written notice.

Section 15. Certificate of Amounts Due. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 16. Cable Television. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of cable television services to the community and all Dwellings included therein. If such agreement is established, the fees for the cable television service payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the cable television service.

Section 17. Visual Security. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a visual security service channel to the community and all Dwellings included therein. If such agreement is established, the fees for the visual security service channel payable to the service provider shall be a Common Expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the visual security service channel.

Section 18. Community Bulletin Board. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a community bulletin board channel to the community and all Dwellings included therein. If such agreement is established, the

fees for the community bulletin board channel payable to the service provider shall be a Common Expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the community bulletin board channel.

Section 19. Property Taxes. Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarant intends that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each such Lot for local property tax purposes. Declarant further intends that any assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area in excess of Five Hundred Dollars (\$500.00), then the amount of such excess may be specially assessed by the Board of Directors, in its discretion, in the following manner: the amount of such excess with respect to the Common Property shall be divided by the number of Lots within the Property, and the quotient shall be the amount of such special assessment against each Lot. In the Board's discretion, such special assessment may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due. Such special assessment is not an increase in the annual assessment subject to the limitations of the preceding section of this Article.

Section 20. Capital Contribution. There shall be a capital contribution fee of Three Hundred Fifty Dollars (\$350.00), which fee shall be paid by each Owner at the time of closing and transfer of title on their Lot, to be used by the Association to establish an initial reserve account or to be used for any normal operating expenses of the Association.

#### ARTICLE VIII - HUD AND VA APPROVAL

Section 1. Master Plan of Development. The Declarant has on file at its business office, presently located at 555 Winderley Place, Suite 420, Maitland, Florida 32751, a copy of the master plan of development (the "Master Plan") for the land which is subject to this Declaration, showing a general indication of the size and location of developments; the approximate size and location of Common Area, if any; and the general nature of any proposed Common Area facilities and improvements, if any. Such Master Plan shall not bind the Declarant to make any such Common Areas or adhere to the Master Plan. Such Master Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. As used herein, the term

"Master Plan" shall mean such general plan of development together with any amendments or modifications thereof hereafter made.

Section 2. HUD, FHA or VA Approval. As long as there is a Class B member, the following actions will require the prior approval of HUD or FHA or VA:

- (a) Dedication of additional Common Areas;
- (b) Amendment of the Articles of Incorporation of the Association;
- (c) Amendment of the Bylaws of the Association;
- (d) Dissolution of the Association;
- (e) Amendment of this Declaration; and
- (f) Annexation of additional properties.

Such approval need not be evidenced in writing and the recording, filing or dedication, as appropriate, shall be presumed to have such approval when made.

Section 3. Acceptance of Land. In the event that the Declarant conveys, from time to time, any portion or portions of the real property contained within the real property described in Exhibit "A" attached hereto to the Association, the Association is irrevocably bound to accept such conveyance.

#### ARTICLE IX - USE RESTRICTIONS

Section 1. Residential Use. All of the subdivision shall be known and described as residential property and no more than one single-family Dwelling may be constructed on any Lot, subject to unintentional encroachments as described in Article IV, Section 3. No Dwelling may be divided into more than one residential Dwelling and no more than one family shall reside within any Dwelling.

#### Section 2. Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved to Declarant, Association and City of Kissimmee in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easements areas), and Declarant, Association and City of Kissimmee each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section or as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain

the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

(b) The Declarant may designate certain areas of the Properties as "Drainage Easements" on the final plat. No permanent improvements or structures shall be placed or erected upon the Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. This Paragraph shall not apply to Declarant if such improvements by it are approved by City of Kissimmee.

(c) The Declarant, for itself and its successors and assigns and for the Association hereby reserves an easement five (5) feet wide running along the rear or side lot line, as the case may be, of any Lot which is parallel to and adjacent to any arterial and/or collector roads and streets for the purpose of construction of a privacy wall or fence and name monuments for the Properties. Once such fence or monuments, or both, have been erected, the Association shall have the obligation, at the Association's expense, which shall be a Common Expense, to maintain, repair and replace the exterior portions of such wall or fence and monuments in a neat and aesthetic condition. The level of maintenance and repair as well as color of paint shall be consistent with the level of maintenance and repair and color applied to the exterior surfaces of such wall, fence or monument. The Declarant hereby grants the Association a non-exclusive perpetual easement as to all Lots to the extent necessary to permit the Association to undertake such boundary wall maintenance and painting as it may be responsible for pursuant to this Declaration. Lot Owners other than Declarant shall not alter or modify such boundary wall, including, without limitation, the color of such boundary wall. The responsibility of a Lot Owner for maintenance, repair or painting of a wall or fence pursuant to this Article shall not be affected by the fact that the wall or fence is located partially on his Lot and partially on the abutting right-of-way, or Common Area, as the case may be. In such event, for the purpose of the Lot Owners' obligation hereunder, such wall or fence will be deemed located entirely within the Lot boundary. If an Owner shall fail to undertake any maintenance, repair, upkeep

or painting pursuant to this Article IX, then the Declarant or the Association, after giving such Owner at least ten (10) days written notice, shall be authorized, but shall not be obligated, to undertake such work at the Owner's expense. Entry upon an Owner's Lot for such purpose shall not constitute a trespass. If such work is undertaken by the Association, the charge therefore shall be specially assessed against the Lot and secured by a lien thereon as provided by Section 14 of Article VII. The specific rights granted by this Section are in addition to, and not exclusive of, those rights or remedies which may be otherwise available to the Association, or other parties.

(d) Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Properties, their present Owners and their successors and assigns. The easement set forth in this Paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Properties so as to provide access to these services to said abutting lands directly from the Properties.

(e) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Properties; provided, however, that the creation thereof does not adversely affect the use of any Lot.

(f) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon.

(g) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

(h) Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside perimetrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Properties.

Section 3. Use of Accessory Structures. Other than the Dwelling and an attached garage, if applicable, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Properties.

Section 4. Commercial Uses and Nuisances. No trade, business, professional or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show Dwellings for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Properties open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on December 31, 2015, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Osceola County, Florida. It is the express intentions of this Section that the rights granted Declarant to maintain sales offices, general business offices and model homes shall not be restricted or limited to Declarant's sales activity relating to the Properties, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own.

Section 5. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept anywhere within the Property.

Section 6. Maintenance of Improvements. Each Lot Owner shall keep in good condition all improvements constructed upon his Lot by Declarant, including, without limitation, the residential Dwelling, walls, fences, gates, walkways, driveways and the like so that proper maintenance can be accomplished by the Association.

Section 7. Vehicles. The parking or storage of automobiles except upon paved areas of the Properties is prohibited. The overnight parking of vehicles of any kind is prohibited on the Common Area, except in areas designated as parking areas by the Association. The overnight parking of any of the following vehicles is prohibited upon any areas of the Properties, except in areas designated by the Master Association: trucks or vans used for commercial purposes, mobile homes, trailers, boats, boat trailers, truck campers and any trucks or vans weighing more than 3/4 ton. However, truck campers, trucks and vans weighing more than 3/4 ton and not carrying ladders or other protruding objects and not containing material used in a trade or business and not having any lettering on the body of the vehicle will be permitted. The provisions hereof shall not apply to Declarant, and its invitees, in connection with the construction, development or marketing of the Properties or marketing of the Lots.

Section 8. Rubbish. No Lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view.

Section 9. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any front street or side street or any adjacent or abutting property and are hereby restricted to the areas between the rear Dwelling line and the rear yard line and, in the cases of Lots bordering a side street, to that portion of the aforescribed area which is not between the side street and the side Dwelling line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 10. Antennas and Roof Structures. No television, radio, or other electronic towers, aerials, antennas, satellite dishes or devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennas specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennas that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennas.

To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the Dwelling and surrounding landscape. Antennas shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations.

Section 11. Street Lighting. In accordance with Article I, Section 7 and Article II, Section 1, hereof, the cost of street lighting shall be a common expense of the Association.

Section 12. Lot Upkeep. After acquiring title from Declarant, all Owners of Lots shall, as a minimum, keep the Lot free and clear of debris.

Section 13. Storage. No articles, objects or other property may be placed, stored or kept in, on or upon a Lot after it has been conveyed by Declarant if such items are thereby visible from adjoining Lots or streets.

Section 14. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 15. Alteration to Walls Prohibited. Unless granted permission in writing by either Declarant or the Architectural Control Committee, no Lot Owner shall be

permitted to alter, add to, attach or affix any object or thing to any party wall or Boundary Wall located upon or bordering his Lot, and only those items added, affixed or attached by Declarant, if any, shall be permitted.

Section 16. Drapes and Window Treatments. No newspaper, aluminum foil, reflective film, nor any other material shall be placed over the windows of any Dwelling. All drapes or curtains shall show a white or off-white color to the outdoor side of such drapes or curtains.

Section 17. Signs. No sign, billboard or advertising of any kind shall be displayed to public view on any of the Properties. Notwithstanding the foregoing provisions, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon the Properties such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Properties. No signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Properties shall be permitted.

Section 18. Obstructions. No obstructions such as gates, fences, or hedges shall be placed on any Lot so as to prevent access to or use of any of the easements described in this Declaration, except as installed by Declarant. Following completion of construction of any Dwelling, no wall shall be constructed on any Lot, except for replacement walls. In order to preserve the uniform appearance and aesthetics of the community and to facilitate maintenance of the lawn areas, fences are prohibited, except as herein provided and except as initially installed by Declarant.

Section 19. Landscaping. No Owner shall cause or allow any alteration of the landscaping originally installed within his Lot without the prior written consent of the Architectural Control Committee. Any shrubs or plantings permitted to be installed on a Lot under this Section shall be maintained by the Association.

Section 20. Amendments and Modifications by Declarant. Notwithstanding any provisions of this Declaration to the contrary, Declarant, its successors and designated assigns, reserves the right and authority, subject to FHAVA approval (which approval need not be evidenced in the public record), so long as Declarant owns a Lot within the Properties, to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth in this Article IX without notice to or approval by other Lot Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of Dwellings, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Declarant under this Section.

## ARTICLE X – ARCHITECTURAL CONTROL

Section 1. Committee. The Board of Directors shall appoint as a standing committee an Architectural Control Committee composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself the Architectural Committee. No members of the Committee shall be entitled to compensation for services performed; but the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds. Committee members need not be Owners.

Section 2. Committee Authority.

(a) The Committee has full authority to regulate the use and appearance of the exterior of the Property to: (i) assure harmony of external design and location in relation to surrounding buildings and topography; and (ii) to protect and conserve the value and desirability of the Properties as a residential community. The power to regulate includes the power to prohibit those exterior uses or activities inconsistent with the provisions of this Declaration or contrary to the best interests of other Owners in maintaining the value and desirability of the Properties as a residential community. The Committee may adopt, promulgate, rescind, amend and revise reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations are: (i) consistent with the provisions of this Declaration; and, (ii) if the Board has not constituted itself as the Committee, approved by the Board prior to taking effect. Violation of the Committee's rules and regulations shall be enforced by the Board in the name of the Association. Notwithstanding the foregoing, any architectural control review required by the Declaration shall be undertaken by the Owner in connection with any improvements and approval of any action by the Committee hereunder shall not be deemed approval under the Declaration.

(b) No changes, alterations, additions, reconstructions, attachments or color change of any nature may be made to the exterior of any lot including that portion of any lot not actually occupied by its improvements, except for replacement of items installed by the Declarant as to part of the Work; unless approved by the Architectural Control Committee. The Committee's approval is not required for any changes, alterations or additions within an enclosed rear entry patio or entry area and screened from view provided, however, any trees or shrubs capable of attaining a height in excess of the walls, fencing or shrubbery as the case may be, not installed by the Declarant as part of the Work are subject to Committee's approval. No Owner may undertake any exterior maintenance of his Lot that is the duty of the Association as provided by this Declaration, without the Committee's prior approval. No exterior door or surface may be replaced by any Owner without the Committee's prior approval unless the replacement is identical to that utilized by the Declarant as part of the Work. Nothing may be kept, placed, stored or maintained upon the exterior of any lot,

including any portion of any lot not enclosed by its improvements thereon without the Committee's prior approval unless it is within an enclosed yard, fully enclosed rear entry patio, or entry area and screened from view. Notwithstanding any provision of this Declaration to the contrary, the Committee's approval is not required for any structure, use or activity expressly permitted by the Committee's promulgated rules and regulations.

Section 3. Procedure. All applications to the Committee for approval of any structure, use, activity, alteration, addition or color change required by the preceding section must be accompanied by detailed plans and specifications showing its nature, kind, shape, height, materials, location, color, appropriate cost and estimated maintenance cost, together with such other drawings, documentation, models and information as the Committee reasonably may require. If the Committee does not approve or disapprove any application within sixty (60) days after receipt, the Committee's approval will be deemed given. In all other events, the Committee's approval must be in writing. If no application has been made to the Committee, an appropriate proceeding may be instituted at any time to enjoin or remove any structure, use, activity, alteration, addition or color change in violation of the prohibitions contained in the preceding section of this Article. The Association or any Owner additionally may resort immediately to any other lawful remedy for such violation. The Committee may deny any application upon the ground that the proposed structure, use, activity, alteration, addition or attachment will create an unreasonable maintenance burden upon the Association or, such being the case, may condition its approval upon the Owners assuming responsibility for its repair, maintenance and replacement. The Committee additionally may condition the approval of any application upon the Owners providing reasonable security that the contemplated work will be completed substantially in accordance with the plans and specifications submitted to the Committee. At the request of any Owner, the Association from time to time will issue without charge a written certification that the improvement and other exterior items situated upon the Owner's Lot have been approved by the Committee, if such is the case. The Committee from time to time may adopt, promulgate, rescind, amend and review rules and regulations governing procedure in all matters within its jurisdiction. If the Board of Directors does not constitute itself, the Architectural Control Committee, then the provision must be made for review by the Board of decisions of the Architectural Control Committee, or any other subcommittee, at the request of the affected Owner, subject to such reasonable limitations of procedures as the Board deems advisable. The Board of Directors, or Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendation for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable. In all events, the Association's procedures for review and enforcement of the architectural control provisions of this Declaration at all times shall provide any affected Owner with reasonable prior notice and a reasonable opportunity to be heard in person and by a representative of such Owner's choosing.

Section 4. Standards. All actions by the Board of Directors or Architectural Control Committee with respect to architectural control shall: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) protect and conserve the value and desirability of the Property as a residential community and (iii) be consistent with the provisions of this Declaration; and (iv) in the best interests of all Owners in maintaining the value and desirability of the Properties as a residential community.

Section 5. Declarant Consent and Reserved Rights. So long as Declarant is a Class B Member of the Association, all actions of the Architectural Control Committee require Declarant's prior written approval. The Declarant is specifically exempt from the restrictions set forth in this Article and the Declarant may approve construction plans as to any Lot.

Section 6. Members of Committee. The Architectural Control Committee shall consist of three (3) members. The initial members of the Architectural Control Committee shall consist of persons designated by the Declarant from time to time. Each of said persons shall hold office until all Lots planned for the Properties have been conveyed, or sooner at the option of the Declarant. Thereafter, each new member of the Architectural Control Committee shall be appointed by the Board of Directors and shall hold office until such time as such person has resigned or has been removed or a successor has been appointed, as provided herein. Members of the Architectural Control Committee may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the Architectural Control Committee.

Section 7. Purpose and Function of Architectural Control Committee. The purpose and function of the Architectural Control Committee shall be to (a) create, establish, develop, foster, maintain, preserve and protect within TOWNHOMES AT WINDSOR PALMS, a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of development and construction with consistent architectural and landscape standards, and (b) review, approve and control the design of any and all buildings, structures, signs and other improvements of any kind, nature or description, including landscaping, to be constructed or installed upon all Properties and all Common Area within TOWNHOMES AT WINDSOR PALMS. Neither the Declarant nor the Architectural Control Committee, or any of its members, shall have any liability or obligation to any person or party whomsoever or whatsoever to check every detail of any plans and specifications or other materials submitted to and approved by it or to inspect any Improvements constructed upon Properties or Common Area to assure compliance with any plans and specifications approved by it or to assure compliance with the provisions of the Design Review Manual for TOWNHOMES AT WINDSOR PALMS or this Declaration.

Section 8. All Improvements Subject to Approval. No buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, signs, landscaping, planting, irrigation, landscape device or object, or other Improvements of any kind, nature or description, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon any of the Properties or Common Area, nor shall any change or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures, or other Improvements of any kind, including, without limitation, the painting of the same (other than painting, with the same color and type of paint which previously existed) shall be made or undertaken upon any Properties or Common Area except in compliance and conformance with and pursuant to plans and specifications therefore which shall first have been submitted to and reviewed and approved in writing by the Architectural Control Committee.

Section 9. Standards for Review and Approval. Any such review by and approval or disapproval of the Architectural Control Committee shall take into account the objects and purposes of this Declaration and the purposes and function of the Architectural Control Committee. Such review by and approval of the Architectural Control Committee shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other Improvement under review, both in its entirety and as to its individual or component parts, in relation to its compatibility and harmony with other, contiguous, adjacent and nearby structures and other Improvements and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of TOWNHOMES AT WINDSOR PALMS community in general. The Architectural Control Committee shall have the right to refuse to give its approval to the design, placement, construction, erection or installation of any Improvement on Properties or Common Area which it, in its sole and absolute discretion, deems to be unsuitable, unacceptable or inappropriate for TOWNHOMES AT WINDSOR PALMS.

Section 10. Design Standards and Design Review Manual for TOWNHOMES AT WINDSOR PALMS. The Architectural Control Committee shall develop, adopt, promulgate, publish and make available to all Owners and others who may be interested, either directly or through the Association, at a reasonable charge, and may from time to time change, modify and amend, a manual or manuals setting forth detailed architectural and landscape design standards, specifications and criteria to be used by the Architectural Control Committee as a guide or standard for determining compliance with this Declaration and the acceptability of those components of development, construction and improvement of any Properties or Common Area requiring review and approval by the Architectural Control Committee. Until the Declarant's delegation of the architectural and landscape review and control functions to the Association, any such Design Review Manual must be approved by the Declarant in writing prior to its adoption and promulgation. Any such single Design Review Manual or separate Architectural Design Standards Manual and separate Landscape Design Standards Manual may include a detailed interpretation or explanation of

acceptable standards, specifications and criteria for a number of typical design elements, including, without limitation, site planning, architectural design, building materials, building construction, landscaping, irrigation, and such other design elements as the Architectural Control Committee shall, in its discretion, determine. Such Design Review Manual shall be used by the Architectural Control Committee and other affected persons only as a guide and shall not be binding upon the Architectural Control Committee in connection with the exercise of its review and approval functions and ultimate approval or refusal to approve plans and specifications submitted to it pursuant to this Declaration.

Section 11. Procedure for Design Review. The Architectural Control Committee shall develop, adopt, promulgate, publish and make available to all Owners, their architects and contractors and others who may be interested, either directly or through the Association, at a reasonable charge, and either included within or separate and apart from the Design Review Manual, reasonable and practical rules and regulations governing the submission of plans and specifications to the Architectural Control Committee for its review and approval. Unless such rules and regulations are complied with in connection with the submission of plans and specifications requiring review and approval by the Architectural Control Committee, plans and specifications shall not be deemed to have been submitted to the Architectural Control Committee. Additionally, the Architectural Control Committee shall be entitled, in its discretion, to establish, determine, charge and assess a reasonable fee in connection with and for its review, consideration and approval of plans and specifications pursuant to this Article, taking into consideration actual costs and expenses incurred during the review process, including the fees of professional consultants, if any, to and members of the Architectural Control Committee, as well as taking into account the costs and expenses associated with the development, formulation and publication of any Design Review Manual adopted by the Architectural Control Committee pursuant to this Declaration. The initial Design Review Fee shall be Fifty Dollars (\$50.00). However, such Design Review Fee may be increased or decreased by the Architectural Control Committee from time to time.

Section 12. Time Limitation on Review. The Architectural Control Committee shall either approve or disapprove any plans, specifications or other materials submitted to it within thirty (30) days after the same have been duly submitted in accordance with any rules and regulations regarding such submission as shall have been adopted by the Architectural Control Committee. The failure of the Architectural Control Committee to either approve or disapprove the same within such thirty (30) day period shall be deemed to be and constitute an approval of such plans, specifications and other materials; subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this Declaration and also subject to the provisions of the Design Review Manual.

Section 13. Duration of Approval. Any approval of plans, specifications and other materials, whether by the Architectural Control Committee or by the Declarant or

the Board of Directors of the Association following appeal, shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other Improvement for which plans, specifications and other materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the Architectural Control Committee on resubmission in any respect.

Section 14. Inspection of Construction. Any member of the Architectural Control Committee or any officer, director, employee or agent of the Declarant or Association may, but shall not be obligated to, at any reasonable time, enter upon, without being deemed guilty of trespass, any Properties or Common Area and any building, structure or other Improvement located thereon, in order to inspect any building, structure or other Improvement constructed, erected or installed or then being constructed, erected or installed thereon in order to ascertain and determine whether or not any such building, structure or other Improvement has been or is being constructed, erected, made, placed or installed in compliance with this Declaration and the plans, specifications and other materials approved by the Architectural Control Committee.

Section 15. Evidence of Compliance. Upon a request therefore from, and at the expense of, any Owner upon whose Lot the construction, erection, placement or installation of any building, structure or other Improvement has been completed or is in the process, the Architectural Control Committee shall cause an inspection of such Lot and the Improvements then located thereon to be undertaken within thirty (30) days, and if such inspection reveals that the buildings, structures or other Improvements located on such Lot are in compliance with plans, specifications and other materials approved by the Architectural Control Committee, the Architectural Control Committee shall direct the Association through its President, Secretary or other officer of the Association thereunto duly authorized, upon the payment by the requesting Owner of a reasonable fee approximating the actual costs associated with such inspection and the preparation of such notice, to provide to such Owner a written statement of such compliance in recordable form. Such written statement of compliance shall be conclusive evidence of compliance of the inspected Improvements with the provisions of this Article as of the date of such inspection.

Section 16. Interior Alterations Exempt. Nothing contained in this Article shall be construed so as to require the submission to or approval of the Architectural Control Committee of any plans, specifications or other materials for the reconstruction or alteration of the interior of any building, structure or other Improvement constructed on Properties or Common Area after having been previously approved by the Architectural Control Committee, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other Improvement.

Section 17. Declarant Exempt. The Declarant shall be exempt from compliance with the provisions of this Article.

Section 18. Exculpation for Approval or Disapproval of Plans. The Declarant, any and all members of the Architectural Control Committee and any and all officers, directors, employees, agents and members of the Association, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the Architectural Control Committee for consent or approval pursuant to the provisions of this Article, by the submission thereof, and each Owner by acquiring title to any Lot or any interest therein, shall be deemed to have agreed that he or it shall not be entitled to and shall not bring any action, proceeding or suit against the Declarant, the Architectural Control Committee, the Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the Architectural Control Committee, or by Declarant or Board of Directors of the Association on appeal, shall be reviewed and approved only as to their compliance with the provisions of this Declaration and their acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in this Declaration and the Design Review Manual, and shall not be reviewed or approved for their compliance with any applicable Governmental Regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, neither the Declarant, the Architectural Control Committee, the Association, nor any individual member, officer, director, employee or agent of any of them, shall assume or incur any liability or responsibility whatsoever for any violation of Governmental Regulations or any defect in the design or construction of any building, structure or other Improvement, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Article.

## ARTICLE XI

### INSURANCE AND CASUALTY LOSSES; CONDEMNATION

Section 1. Common Property Insurance. Insurance on the Common Property, other than title insurance, shall be covered by the following provisions.

(a) Association's Authority to Purchase. All insurance policies upon the Common Property shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain

insurance coverage upon the personal liability, personal property, individual Lot or living expenses of any Owner but the Owner may obtain such insurance at his own expense; provided, however, such insurance may not be of a nature to affect policies purchased by the Association.

(b) Coverage:

(i) Casualty. All buildings and improvements in the Common Property and all personal property included in the Common Property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against at least the following:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the buildings on the land, including but not limited to sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, water damage and windstorm.

(ii) Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association.

(iii) Worker's Compensation Policy. To meet the requirements of law.

(iv) Other. Such other Common Property insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the Common Property insurance shall be a common expense, collected from Owners as part of the annual general assessment. Premiums shall be paid by the Association.

(d) Proceeds. All Common Property insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of Common Property insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

(f) Reconstruction or Repair After Casualty. The Board of Directors, in its sole discretion, shall determine whether or not any damaged portion of the Common Property shall be repaired or replaced.

(g) Condemnation. In the event that any portion of the Common Property shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Property by condemnation shall be deemed to be a casualty and any proceeds received as a result of such taking shall be deposited with the Association and shall be distributed to the Association and to any Owner who is directly or adversely affected by the condemnation, as their respective interests may appear.

Section 2. Insurance on Lots and Dwellings. Insurance on Lots and Dwellings, other than title insurance, shall be covered by the following provisions:

(a) Owner's Duty to Purchase Property Insurance. It shall be the individual responsibility of each Owner at his expense to provide homeowners insurance and with respect to his own Lot and Dwelling. The Association may require each Owner to carry homeowners insurance with respect to his respective Lot and Dwelling and to furnish a copy such policy to the Board of Directors upon request. The Board of Directors may request a copy of such insurance policy or certificate of insurance from each Owner on an annual basis or from time to time; provided, however, failure of the Board of Directors to make such a request shall not be deemed a waiver of the right to do so thereafter. The insurance policy carried by the Owner shall name the Association as trustee and attorney in fact for such Owner.

(b) Failure of Owner to Purchase Property Insurance. The Association may purchase homeowners insurance for an individual Owner's Lot and Dwelling and assess the costs of any required insurance to the Owner of such Lot and Dwelling under the following circumstances: (i) the Owner fails to insure such Lot and Dwelling as required by Article XII, Section 2(a) of this Declaration; or (ii) such Owner does not when reasonably necessary replace any expired or soon to be expired homeowners insurance on such Owner's Lot and Dwelling. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than a majority of the Board may purchase such homeowners insurance and may assess by specific assessment the costs of such insurance, against such Owner's Lot in the manner provided by Article VII, Section 14, of this Declaration. Failure of the Association to purchase such homeowners insurance on behalf of the Owner shall in no event be deemed a waiver of the right to do so thereafter.

(c) Coverage.

(i) Homeowners Insurance. All Lots and improvements thereon shall be insured in an amount equal to the maximum insurable replacement value as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage to the personal Lot and Dwelling by fire and other hazards covered by a standard extended coverage endorsement;

(2) Any and all risks of loss to the personal Lot and Dwelling, the contents thereof, or the personal liability related thereto; and

(3) Such other risks as from time to time shall be customarily covered with respect to personal dwellings similar in construction, location and use as the personal Dwellings on the Properties, including but not limited to sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, water damage and windstorm.

(ii) Other. Such other insurance and the Board of Directors of the Association shall determine from time to time to be desirable.

(d) Premiums. Except as provided in Article XII, Section 2(b), premiums for the described insurance shall be paid by the Owner of the respective Lot.

(e) Reconstruction or Repair After Casualty. Immediately after the damage or destruction by fire or other casualty to Lot or Dwelling, the Owner of such Lot or Dwelling shall proceed with the filing and adjustment of all claims arising under the insurance policy covering such Lot or Dwelling; provided, further, the Owner shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such estimates for repair or reconstruction shall be sufficient so as to restore the Lot or Dwelling to substantially the same condition in which it existed prior to the fire or casualty. The Association may undertake such filing and adjustment under the insurance policy as the trustee and attorney in fact for such Owner.

The Board of Directors, in its sole discretion, shall determine whether or not any damaged portion of the Owner's Lot and/or Dwelling, and any improvements thereon, shall be repaired or replaced. Each Owner hereby agrees to assign his or her rights to any insurance proceeds payable as a result of fire or other casualty, excluding proceeds payable for replacement of personal property damaged thereby, to the Association. Proceeds of insurance policies received by the Association as a result of such Owner's assignment shall be distributed and used by the Association as the Board of Directors may determine.

(f) Condemnation. In the event that any portion of the Owner's Lot or Dwelling shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Lot or Dwelling by condemnation shall be deemed to be a casualty and any proceeds received as a result of such taking shall be deposited with the Association and shall be distributed to the Association and to any Owner who is directly or adversely affected by the condemnation, as their respective interests may appear.

Section 3. Fidelity Insurance or Bond. The Association shall maintain a policy providing comprehensive fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors and/or employees of the Association and all others who handle or are responsible for handling funds of the Association. Such coverage shall be in an amount at least equal to the estimated maximum of funds under the control of the Association at any given time; provided, however, that such fidelity coverage or fidelity bonds shall not be in an amount less than the greater of (a) three (3) months' aggregate assessments on all Lots, plus reserve funds; or (b) as required by any U.S. Governmental Mortgage Regulation dealing with fidelity coverage. Such fidelity coverage or bonds shall meet the following requirements:

(a) all such fidelity coverage or bonds shall name the Association as an obligee; and

(b) such fidelity coverage or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation, including, without limitation, officers, directors, managers and/or employees.

In the event the Association has delegated some or all of its responsibility for handling of funds to a manager or management company, the Association may require the manager or management company to purchase, at its own expense, a policy of fidelity insurance or bonds which fully comply with the provisions of this Section 3.

## ARTICLE XII – MASTER PLAN OF DEVELOPMENT

Section 1. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties is made subject to such additional deed restrictions, such land shall be subject to additional deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform deed restrictions or to impose additional deed restrictions of any kind on all or any part of the Properties.

Section 2: Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records of Osceola County, Florida, after which time the covenants, conditions and restrictions

contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty five (25) year period, or each successive ten (10) year period, an instrument signed by the then Owners of eighty percent (80%) of the Lots agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25) year or ten (10) year period has been recorded in the Public Records of Osceola County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 3. Enforcement. The Association, the Declarant and any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 of this Article. Failure of the Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions of this Declaration, and such other provisions shall remain in full force and effect.

Section 5. Amendment. This Declaration may be amended from time to time by recording among the Public Records of Osceola County, Florida by:

(a) An instrument signed by the Declarant, as provided in Section 6 of this Article; or

(b) A vote of two-thirds (2/3) of the Voting Members, at a meeting called for such purpose at which a quorum is present; or

(c) An instrument signed by the duly authorized officers of the Association provided such amendment by the Association officers has been approved in the manner provided in Paragraph (b) of this Section; or

(d) An instrument signed by two-thirds (2/3) of the Voting Members approving such amendment.

Notwithstanding anything herein to the contrary, so long as the Declarant, or its assigns shall own any Lot no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration, nor shall any amendment pursuant to (b) or (c) above be valid unless approved by the Declarant, as evidenced by its written joinder. Any amendment to this Declaration which would affect any SWMS located within the Properties must have the prior approval of SFWMD; such approval need not be recorded.

Section 6. Exception. Notwithstanding any provision of this Article to the contrary, the Declarant shall have the right to amend this Declaration, from time to time, so long as Declarant owns a Lot within the Properties, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots or any other amendment which Declarant deems necessary provided such amendment does not destroy or substantially alter the master plan or scheme of development of the Properties. Any such amendment shall be executed by the Declarant and shall be effective upon its recording in the Public Records of Osceola County, Florida. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

Section 7. Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

Section 8. Assignments. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Owners of a majority of Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 9. Withdrawal. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

Section 10. Warranties. Declarant makes no warranties, express or implied, as to the improvements located in, on or under the Common Area. Each Owner of a Lot,

other than Declarant, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either express or implied, made or given, with respect to the improvements in, on or under the Common Area, all such warranties being specifically excluded.

Section 11. FHAVA Approval. As long as there is a Class B membership, and provided FHA or VA approval is sought by Declarant, the following actions will require the prior approval of the FHA or VA: annexation of additional properties, dedication of Common Area, and amendment of this Declaration, the Articles and/or Bylaws.

Section 12. Annexation.

(a) Additions to Properties and Master Plan

(1) Additions to the Properties. Additional land, which is described on Exhibit "E" attached hereto and incorporated herein by reference, may be brought within the jurisdiction and control of the Association in the manner specified in this Section 12 and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twelve (12) years from the date this instrument is recorded and provided further that if FHA or VA approval is sought by Declarant, the VA or FHA approves such action. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for use as designated on the Master Plan, subject to Declarant's rights to modify, unless FHA or VA approval has been sought by Declarant and subsequent to that approval being obtained the VA or FHA shall approve or consent to an alternate land use. All additional land which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration.

Notwithstanding anything contained in this Section and in said Master Plan, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

(2) Master Plan of Development. The Declarant has heretofore submitted to the City of Kissimmee Planning and Zoning Department a plan of development (the "Master Plan") for the land which may become subject to this Declaration, showing a general indication of the size and location of additional developments which may be added in subsequent stages and proposed land uses in each; the approximate size and location of Common Area for each stage; and the

general nature of any proposed Common Area facilities and improvements. Such Master Plan shall not bind the Declarant to make any such additions or adhere to the Master Plan. Such Master Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued.

(b) Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures;

(1) Additions in Accordance with a Master Plan of Development. The Declarant shall have the right from time to time in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration additional land, provided that such additions are in accordance with the Master Plan or any amendments or modifications thereof.

(2) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the Property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land 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 Properties. No such merger or consolidation shall be effective unless approved by a two thirds (2/3) vote of each class of members of the Association present in person or by proxy at a meeting of members called for such purpose, and, if VA or FHA approval has been sought by Declarant, by the VA or FHA.

(c) General Provisions Regarding Additions to the Properties.

(1) The additions authorized under Section b(1) of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section (c)(4). Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the

covenants established by this Declaration as such affect the land described on the attached Exhibit "A".

(2) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provision of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the Owners of the lands being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

(3) Prior to the addition of any land pursuant to Section (b)(1) of this Article, the Declarant shall submit to VA or FHA plans for the development thereof, if Declarant has sought VA or FHA approval.

(4) Nothing contained in this Article shall obligate the Declarant to make any additions to the Properties.

(d) Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the lands it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Lots thereof as provided in Article V, Section 2.

(e) Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the land it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have the assessment obligation with regard to Lots which it owns, upon the same terms and conditions as contained in this Declaration.

Section 14. Approvals. Wherever in the covenants the consent or approval of Declarant is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by Declarant. In the event Declarant fails to act on any such written request within thirty (30) days after the same has been received by Declarant as required above, the consent or approval of Declarant to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants herein contained.

Section 15. Mediation/Arbitration of Disputes and Other Matters. Notwithstanding anything to the contrary contained in this Declaration, all disputes and other matters (except as set forth herein) between or among the Declarant, the

Association, the Board of Directors, any committee of the Association, any officer, director, partner, member, shareholder, employee, agent or other representative of any of the foregoing and any Owner(s) (all of whom shall collectively be deemed to be intended beneficiaries of this Section), shall be submitted first to mediation and, if not settled during mediation, then to final, binding arbitration, all in accordance with the provisions hereinafter set forth in this Section, and such disputes and other matters shall not be decided by a court of law. The disputes and other matters which are subject to mediation and/or arbitration under this Section include, without limitation, the following: (a) those arising under the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association; (b) those regarding any of the rules and regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees; (c) any and all controversies, disputes or claims between any of the intended beneficiaries of this Section, regardless of how the same might have arisen or on what it might be based; and (d) any statements, representations, promises, warranties, or other communications made by or on behalf of any of the intended beneficiaries of this Section.

The mediation shall be conducted before the American Arbitration Association ("AAA") in accordance with AAA's Commercial or Construction Industry Mediation Rules. If the dispute or other matter is not fully resolved by mediation, then the same shall be submitted to binding arbitration before AAA in accordance with their Commercial or Construction Industry Arbitration Rules, and any judgment upon the award rendered by the arbitrator(s) may be entered in and enforced by any court having jurisdiction over such dispute or other matter. The arbitrator(s) appointed to decide each such dispute shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues may be involved. Unless otherwise provided by law, the costs of mediation and arbitration shall be borne equally by the parties involved. Each party shall pay its respective attorneys' fees, costs and expenses, including those incurred in mediation, arbitration, or other matters. All decisions regarding whether a dispute or other matter is subject to arbitration shall be decided by the arbitrator.

Notwithstanding the foregoing, the following actions shall not be subject to this Section: (a) actions relating to the collection of fees, assessments, fines and other charges imposed or levied by the Association, the Board of Directors or any of the Association's committees; and (b) actions by the Association to obtain an injunction to compel the compliance with, or enjoin the violation of, the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, and all rules and regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees.

Section 16. Master Association. In addition to the terms of this Declaration, and the Articles and Bylaws of the Association, all Lots are also subject to the terms and provisions of the MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WYNDAHM PALMS, recorded in Official Record Book 1720,

Page 347, Public Records of Osceola County, Florida, together with all amendments thereof now or hereafter made, called the "Master Declaration". Membership in the Master Association is mandatory, and each Unit Owner shall automatically become and remain a member of the Master Association as long as the Owner owns a Unit. The Unit Owner's membership shall automatically terminate upon termination of the Owner's interest in the Unit, and thereupon automatically transfer to and inure to the successor Unit Owner. Each Unit shall have one (1) Class A vote in the Master Association, with voting rights to be exercised as set forth in the Master Declaration, Articles of Incorporation and Bylaws of the Master Association. Each Unit Owner, and every lessee, invitee, licensee, agent, servant, guest and family member of any Owner shall be bound by Articles of Incorporation and Bylaws of the Master Association, the terms and conditions of the Master Declaration, and all rules and regulations promulgated by the Master Association thereof in effect from time to time. Pursuant to the Master Declaration, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on the Owner's Lot. Each Lot Owner, by acceptance of a deed or otherwise acquiring title to a Lot thereby does agree to responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges as shall be levied thereby.

Section 17. Expansion or Modification of Common Areas. Additions or modifications to the Common Area may be made if not inconsistent with the Master Plan and any amendments thereto. Neither the Declarant, its successors or assigns, shall be obligated, however, to make any additions or modifications. Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans.

**ARTICLE XIII - MAINTENANCE AND COMMON AREAS;**  
**DAMAGE; INSURANCE**

Section 1. Maintenance of Common Area and Landscaping. All of the Common Area, all lawns and all original plantings, all storage areas and all personal property owned by the Association shall be maintained by and at the expense of the Association, unless otherwise specifically set forth herein. It is the intent and purpose of this provision that all landscaped areas, including without limitation trees, grass, shrubs and plantings; private access streets, storage areas, and parking spaces; security gates; paving; swimming pools and other recreation areas; drainage easements, all walks; and all other commonly owned facilities shall be maintained exclusively by the Association and not by any Owner or Owners individually, regardless of whether any of same are within the boundaries of any Lot, subject to the terms of Article IX, Section 19. The Association's maintenance responsibilities shall extend to and include maintenance of the decorative identification sign(s) for TOWNHOMES AT WINDSOR PALMS, indicating the entrance to the Property. This provision shall not limit the obligation of an Owner to maintain the exterior of his Dwelling, including patios and screened porches. In the event that the need for maintenance or repair of the Common Area or any personal property owned by the Association is caused by the

willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be due and payable from the Owner, and shall be secured by a lien against such Owner's Lot as provided in Section 4 of this Article.

Section 2. Maintenance and Painting of Exterior of Dwellings. The Association, subject to the rights of the Owners and Declarant, as set forth herein and in any other recorded restrictions, shall be responsible for the painting of the exterior of the Dwellings. Such painting shall be performed at such times and by such persons as may be designated by the Board of Directors.

Section 3. Care and Appearance of Dwellings. Each Dwelling shall be maintained in a structurally sound and neat and attractive manner, including glass, screened areas, rear patios or lanais, splash pools, and otherwise by and at the expense of the Owner. Upon the Owner's failure to do so, the Architectural Control Committee may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and/or improve the appearance of the Dwelling in a reasonable and workmanlike manner, with funds provided by the Association, and with the approval by two-thirds (2/3) vote of the Board of Directors. The Owner of such Dwelling shall reimburse the Association for any work above required, and to secure such reimbursement the Association shall have a lien upon the Lot enforceable as provided in Section 4 below.

Section 4. Lien Rights; Foreclosure. Upon performing any work described in Section 3 of this Article, or to secure any other sum payable by an Owner under the terms of this Declaration, the Association shall be entitled to file in the Public Records of Osceola County, Florida, a notice of its claim of lien by virtue of this contract with the Owner. Said notice shall state the cost of said work and shall contain a description of the Lot against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the expense is incurred, but shall not be binding against creditors until said notice is recorded. Each Lot shall stand as security for any expense due to the Association pursuant to Article VII or this Article and for any other sums due from the Owner to the Association hereunder, and in connection with such Lot, and this provision shall also be binding on the Owner of such Lot at the time the expense or obligation is incurred, who shall be personally liable. The amount secured by the lien herein provided shall be due and payable upon demand and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage. The amount due and secured by said lien shall bear interest at the highest contract rate of interest permitted by Florida law from time to time, from the date of demand, and in any action to enforce payment the Association shall be entitled to recover costs and attorneys' fees, which shall also be secured by the lien being foreclosed. The Owner shall continue to be liable for assessments levied by the Association during the period of foreclosure and the same shall be secured by the lien foreclosed. The Association shall have the right to bid at the foreclosure sale and acquire title to the Lot. The lien herein provided shall be subordinate to the lien of any mortgage, encumbering any Lot, recorded prior to the recording of a notice of lien, in favor of any institutional lender or mortgage company or

insured by the FHA or guaranteed by the VA; provided, however, that any such mortgagee when in possession, any purchaser at any foreclosure sale, any mortgagee accepting a deed in lieu of foreclosure, and all persons claiming by, through or under any of the same, shall hold title subject to the obligations and lien herein provided.

Section 5. Utilities; Equipment and Fixtures. All fixtures and equipment installed within a Lot, and all fixtures and equipment serving only one Dwelling including without limitation, utility lines, pipes, wires, conduits and the like, shall be maintained and kept in good repair by the Owner of the Lot or the Dwelling served by such equipment and fixtures. In the event any such equipment and fixtures are installed on a Lot to serve more than one Dwelling, the expense of maintaining and repairing same shall be shared equally by the Owners of the Dwellings served by same. Notwithstanding the foregoing, in the event any such equipment or fixtures are damaged as a result of the actions of any person or entity other than the Owner or Owners responsible for repairing same, the person causing the damage shall be liable for expenses incurred by the Owner or Owners in repairing same. No Owner shall do or allow any act, or allow any condition to exist, or impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any Dwelling or any Owner or resident of the Property or create a hazard to persons or property. In the event a blockage or obstruction occurs in a sewer line serving more than one Lot, the cost of clearing such blockage shall be assessed against the Owner deemed responsible by the Board of Directors, and if it cannot be determined which Owner was responsible, the cost shall be borne equally by all Owners of Lots served by the portion of the sewer line in which the blockage occurred and shall be assessed against all such Owners. Any cost assessed against an Owner pursuant to this Section shall be a lien upon such Owner's Lot(s) pursuant to Section 4 of this Article.

#### ARTICLE XIV - PARTY WALLS

Section 1. General Rules of Law to Apply. Any wall built as a part of the Work upon the property and placed on the dividing line between Lots is considered to be a party wall; and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by negligence or willful acts or commissions apply to the ownership, maintenance and use of such walls.

Section 2. Sharing of Repair, Replacement and Maintenance. The cost of reasonable repair, replacement and maintenance of a party wall or roof shall be shared by the Owners who make use of the wall and roof in proportion to such use. The Association may include a reserve for roof replacement in the annual maintenance Assessment. In the event this reserve is insufficient to replace a roof on a Dwelling, the Owner of the Dwelling will be assessed for the shortfall, subject to any applicable prorations as provided in the preceding sentence.

Section 3. Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty and is not covered by insurance as required in Article XI, any Owner who has used the wall or roof may restore it or have it restored, but in either event, only in conformity with all applicable codes and subject to approvals by the Architectural Control Committee; and, if other Owners thereafter make use of the wall or roof, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes any party wall or roof to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lot affected and shall pass to and bind each such Owner's successors in title.

Section 6. Number of Dwellings. No portion of the Property may be combined or resubdivided in any manner so as to increase the number of dwellings on the Property from those established by the Plat of the Property.

Section 7. Negligent or Willful Acts. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be damaged or destroyed shall bear the sole cost of repair and restoration.

Section 8. Enforcement. In the event an Owner shall fail to comply with any of his party wall obligations pursuant to this Article, including reimbursement or contribution, any aggrieved adjoining Lot Owner shall be entitled to enforce such obligations as provided in Section 2 of this Article, which rights of enforcement shall be in addition to such other rights and remedies as may otherwise be available to such Lot Owner.

Section 9. Damage, Reconstruction; Insurance. In the event a Dwelling or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom; and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of the Common Area, to grass over and landscape the land, and/or replace improvements within the Common Area in a manner consistent with the surrounding area. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Dwelling, access ways, or Common Areas, or any part or parts

thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications. Liability insurance coverage shall be obtained in such amounts as the Association may determine from time to time for the purpose of providing liability insurance coverage for the Common Areas and all premiums incurred in connection therewith shall be a Common Expense of all Owners. Each Owner shall at all times maintain, for each Lot and Dwelling owned, adequate casualty insurance to provide for complete reconstruction of the Dwelling after casualty, and liability insurance coverage in such amounts and on such terms as required by this Declaration. The Association shall, at all times, maintain casualty insurance to provide for complete reconstruction of all carports and storage areas after casualty.

#### ARTICLE XV - LEASES

In order to insure a community of congenial residents and occupants of the Lots and to protect the value of the Lots and further continuous harmonious development of the Property, the leasing of a Lot by any Owner other than the Declarant shall be subject to the following provisions:

(a) Entire Dwellings may be rented, provided the occupancy is only by the lessee, his family and guests. No rooms may be rented.

(b) A Dwelling may be leased or rented by the respective Owner thereof to Transient Tenants as well as long-term tenants.

(c) The lease of any Dwelling shall not release or discharge the Owner from compliance with any of his obligations and duties as an Owner.

(d) Any such lease shall be in writing and provide that all of the provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Dwelling to the same extent as against an Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration and the Bylaws, and designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, which covenant shall be an essential element of any such lease or tenancy agreement.

(e) In the event that a Dwelling is occupied by a person or persons other than the Owner, such Owner shall not be entitled to utilize the recreation facilities of the Property during the period of such occupancy.

ARTICLE XVI - SPECIAL PROVISIONS TO COMPLY  
WITH REQUIREMENTS OF FNMA

Section 1. Information. The Association shall make available to all Owners and to lenders, holders, insurers or guarantors of any first mortgage encumbering a Lot, upon reasonable notice and for a reasonable charge not to exceed the cost of photocopying, current copies of this Declaration, the Articles and Bylaws, and any rules and regulations in force from time to time, and/or the most recent audited annual financial statement of the Association. Copies of any of the foregoing, and the books and records of the Association shall be available for inspection, upon request, during normal business hours.

Section 2. Contracts. The Association shall not be bound to contracts or leases prior to transfer of control by Declarant to other Owners, unless there is a right of termination, without cause, exercisable by the Association, without penalty, after transfer of control by the Declarant, and upon not more than ninety (90) days' notice to the other party to such contract or lease.

Section 3. Transfer of Control. The Declarant shall transfer control of the Association to other Owners no later than the earlier of the following events:

- (a) When seventy-five percent (75%) of the Lots have been sold by Declarant; or
- (b) On December 31, 2015; or
- (c) When Declarant waives in writing its right to Class B membership.

The term "control" means the right to control the Association, the Board of Directors, the Property or the Owners in any manner except through votes allocated to Lots owned by Declarant on the same basis as votes pertaining to other Lots.

Section 4. Reserves. The Association shall establish and maintain, out of regular maintenance assessments, adequate reserve funds for periodic maintenance, repair and replacement of improvements to the Common Areas and other portions of the Property which the Association is obligated to maintain.

Section 5. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the Lot encumbered by its mortgage.

(b) Any sixty (60) days delinquency in the payment of assessments or charges owed by the Owner of the Lot encumbered by its mortgage.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

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

Section 6. Fidelity Bonds. All officers of the Association dealing with funds of the Association, and such other officers as the Board of Directors may designate from time to time, shall be provided with fidelity bond coverage at the expense and for the benefit of the Association.

#### ARTICLE XVII - DECLARANT AND ASSOCIATION LIABILITY

NEITHER DECLARANT, NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTIES. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, AND INVITEES, RELEASES DECLARANT AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DECLARANT, NOR THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AND DETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR THE USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHYABIT OR ENTER INTO WATER BODIES

CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTIES, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTIES MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTIES, ALL OWNERS OR USERS OF SUCH PROPERTIES SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR BOTTOMS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

LEGAL DESCRIPTION

CL 2002219856

OR 2167/1664

EXHIBIT "A"

*A portion of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, being a portion of Tract "L-2", Wyndham Palms, according to the plat thereof, as recorded in Plat Book 11, Pages 155 - 160, of the Public Records of Osceola County, Florida, and being more particularly described as follows:*

*Commence at the Northeast corner of Section 16, Township 25 South, Range 27 East, Osceola County, Florida; thence South 89°38'28" West, along the North line of said Section 16, a distance of 2208.48 feet to the POINT OF BEGINNING; thence continue South 89°38'28" West, along said North line, a distance of 446.92 feet to the North 1/4 corner of said Section 16; thence South 89°59'17" West, along said North line of Section 16, a distance of 241.26 feet to the Northwesterly corner of Tract "L-2", Wyndham Palms, Plat Book 11, Pages 155-160; thence Southerly along the Westerly line of said Tract "L-2" the following courses: South 49°21'14" East a distance of 216.46 feet; thence South 38°07'39" East a distance of 276.54 feet; thence South 21°31'48" East a distance of 210.23 feet; thence South 10°23'16" East a distance of 174.02 feet; thence South 05°38'17" East a distance of 194.10 feet; thence departing said West line of Tract "L-2" run the following courses: North 80°12'19" East, a distance of 182.68 feet; thence South 10°13'33" East, a distance of 29.88 feet; thence North 79°21'44" East, a distance of 30.99 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 2000.00 feet and a central angle of 01°49'26"; thence on a chord bearing of North 09°43'33" West, run 63.67 feet along the arc of said curve to a point; thence North 81°11'11" East, a distance of 31.01 feet; thence South 10°15'15" East, a distance of 98.99 feet; thence North 76°04'41" East, a distance of 129.31 feet to the East line of said Tract "L-2; thence Northerly along said East line the following courses: North 01°29'56" West, a distance of 64.84 feet; thence North 13°42'16" East, a distance of 40.64 feet; thence North 77°13'42" East, a distance of 60.59 feet; thence North 12°46'18" West, a distance of 111.63 feet; thence North 20°00'53" East, a distance of 135.83 feet; thence South 89°38'28" West, a distance of 163.54 feet; thence North 45°21'32" West, a distance of 106.07 feet; thence North 00°21'32" West, a distance of 485.00 feet to the POINT OF BEGINNING.*

*Containing 9.244 acres, (402,681.92 sq ft) more or less.*

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 17<sup>th</sup> day of December, 2002.

Signed, sealed and delivered in the presence of:

PULTE HOME CORPORATION  
a Michigan corporation

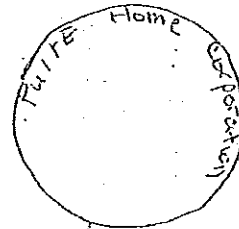
Judith L. Duncan  
Printed Name: Judith L. Duncan

By [Signature]  
Print Name: Douglas W. Puvogel  
Its: Attorney-In-Fact

Louis Harvey  
Printed Name: Louis Harvey

(CORPORATE SEAL)

"DECLARANT"



STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of DECEMBER, 2002, by DOUGLAS W. PUVOGEL as ATTORNEY-IN-FACT of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, who ~~are~~ personally known to me, ~~or who have produced~~ as ~~identification. AND DID NOT TAKE AN OATH.~~

**DIANA M. CABRERA**  
Notary Public - State of Florida  
Commission #DD 015582  
My Commission Expires April 4, 2005

Diana M. Cabrera  
Notary Public  
Printed Name: DIANA M. CABRERA  
My commission expires: APRIL 4, 2005  
My Commission # is: DD 015582

CL 2002219856

OR 2167/1665

EXHIBIT "B"

EXHIBIT "C"

EXHIBIT "D"

LEGAL DESCRIPTION

TRACT "B" OF WINDSOR PALMS TOWNHOMES, PHASE 3A AS  
RECORDED IN PLAT BOOK 17, PAGE 105 OF THE PUBLIC  
RECORDS OF OSCEOLA COUNTY, FLORIDA.



STATE OF FLORIDA, COUNTY OF OSCEOLA, I HEREBY CERTIFY  
that the above copy is a true copy of the  
original document recorded in the public records.  
LARRY WHALEY, Clerk Circuit Court

12/26/02 *Lawrence*



CL 2002219856

OR 2167/1666

## FLORIDA DEPARTMENT OF STATE

Jim Smith  
Secretary of State

December 17, 2002

TOWNHOMES AT WINDSOR PALMS HOMEOWNERS ASSOCIATION, INC.  
555 WINDERLEY PLACE  
SUITE 420  
MAITLAND, FL 32751

The Articles of Incorporation for TOWNHOMES AT WINDSOR PALMS HOMEOWNERS ASSOCIATION, INC. were filed on December 16, 2002, and assigned document number N0200009662. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H02000237167.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

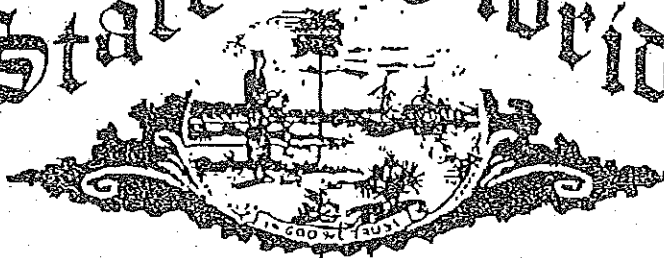
Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Claretha Golden  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 802A00066307

# State of Florida



## Department of State

I certify from the records of this office that TOWNHOMES AT WINDSOR PALMS HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on December 16, 2002.

The document number of this corporation is N02000009662.

I further certify that said corporation has paid all fees due this office through December 31, 2002, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 802A00066307-121702-N02000009662-1/1, noted below.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Seventeenth day of December, 2002

Authentication Code: 802A00066307-121702-N02000009662-1/1

CL 2002219856

OR: 2167/1667



CR2EO22 (1-99)

Jim Smith  
Secretary of State

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TOWNHOMES AT WINDSOR PALMS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on December 16, 2002, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H02000237167. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N02000009662.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Seventeenth day of December, 2002

Authentication Code: 802A00066307-121702-N02000009662-1/1

CL 2002219856

OR 2167/1668



CR2EO22 (1-99)

Jim Smith  
Secretary of State

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

3P

This instrument prepared by and return to:  
Julius J. Zschau, Esq.  
Pennington, Moore, Wilkinson  
Bell and Dunbar, P.A.  
2701 N. Rocky Point Drive, Suite 930  
Tampa, Florida 33607

CL 2003034456 OR 2202/1102  
SKS Date 02/27/2003 Time 09:16:58

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
TOWNHOMES AT WINDSOR PALMS**

THIS FIRST AMENDMENT is made this 19<sup>th</sup> day of FEBRUARY, 2003, by PULTE HOME CORPORATION, a Michigan corporation, and having a mailing address of 555 Winderley Place, Suite 420, Maitland, Florida 32751, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Osceola County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions for Townhomes at Windsor Palms, as recorded in O.R. Book 2167, Page 1607, Public Records of Osceola County, Florida (herein, together with any amendments thereto, collectively called the "Declaration"); and

WHEREAS, Declarant reserved the right in the Declaration pursuant to Article XII, Section 6, to amend the Declaration without the approval or joinder of the Association or other Owners (as those terms are defined in the Declaration); and

WHEREAS, Declarant wishes to amend the Declaration;

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

Words in the text which are lined through (——) indicate deletions from the present text; words in the text which are underlined indicate additions to the present text).

1. The recitals set forth above are true and correct and are incorporated herein by reference.

2. Section 3(a) of Article VII of the Declaration is hereby amended to read as follows:

Section 3. Maximum Annual Assessment for Common Expenses.

(a) Initial Assessment. Until January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual Common Expenses assessment per Lot shall not exceed ~~One Thousand Two Hundred and No/100 Dollars (\$1,200.00)~~ One Thousand Five Hundred and No/100 Dollars (\$1,500.00).

3. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

4. This First Amendment shall be effective immediately upon it being recorded in the Public Records of Osceola County, Florida.

(Balance of page left intentionally blank. Signature page follows)

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this First Amendment to Declaration of Covenants, Conditions and Restrictions for Townhomes at Windsor Palms to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

Signed, sealed and delivered in the presence of:

PULTE HOME CORPORATION, a Michigan corporation

Judith R. Duncan  
Printed Name: Judith R. Duncan

By: [Signature]  
Print Name: Jim LeFerman  
Its: Attorney-In-Fact

Shirley G. Scott  
Printed Name: SHIRLEY G. SCOTT

(CORPORATE SEAL)

"DECLARANT"

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of FEBRUARY, 2003, by JIM LEFERMAN as ATTORNEY-IN-FACT of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, who are personally known to me, or who have produced [Signature] as identification.

DIANA M. CABRERA  
Notary Public - State of Florida  
Commission #DD 015582  
My Commission Expires April 4, 2005

[Signature]  
Notary Public  
Printed Name: DIANA M. CABRERA  
My commission expires: APRIL 4 2005  
My Commission # is: DD 015582

This instrument prepared by and to be returned to:  
Julius J. Zschau, Esq.  
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.  
2701 North Rocky Point Drive, Suite 930  
Tampa, FL 33607  
(813) 639-9599

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT  
CL 2003070873 OR 2238/2867  
SEB Date 04/28/2003 Time 11:50:01

3P

SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
TOWNHOMES AT WINDSOR PALMS

THIS SECOND AMENDMENT is made this 9<sup>th</sup> day of April, 2003, by PULTE HOME CORPORATION, a Michigan corporation, and having a mailing address of 555 Winderley Place, Suite 420, Maitland, Florida 32751, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Osceola County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions for Townhomes at Windsor Palms, as recorded in O.R. Book 2167, Page 1607, Public Records of Osceola County, Florida (herein, together with any amendments thereto, collectively called the "Declaration"); and

WHEREAS, Declarant reserved the right in the Declaration pursuant to Article XII, Section 6, to amend the Declaration without the approval or joinder of the Association or other Owners (as those terms are defined in the Declaration); and

WHEREAS, Declarant wishes to amend the by the Declaration by the addition of the real property described in Schedule "1" attached hereto and incorporated herein by reference.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

Words in the text which are lined through (—) indicate deletions from the present text; words in the text which are underlined indicate additions to the present text).

1. Section 24 of Article I of the Declaration is hereby amended to read as follows:

Section 24. "Plat" shall mean and refer to the plat of TOWNHOMES AT WINDSOR PALMS, which has been recorded as WINDSOR PALMS TOWNHOMES, PHASE 3A, in Plat Book 14 at pages 105 through 106, Public Records Osceola County, Florida, and the replat of WINDSOR PALMS TOWNHOMES, PHASE 3B which has been recorded in Plat Book 14 at page 155, Public Records of Osceola County, Florida. This definition shall be deemed to automatically be amended to include the plat of each phase as such phase is added to this Declaration.

2. Exhibit "A" to the Declaration is hereby amended to add the land described on Schedule "1" attached hereto and made a part hereof, and said land shall be subject to each and every term, condition, covenant and restriction of the Declaration as it exists and as it may have been amended from time to time.

3. Exhibit "D" to the Declaration is hereby amended to add the Common Areas depicted as Tract "A-1" and "A-2" on the replat of WINDSOR PALMS TOWNHOMES, PHASE 3B which has been recorded in Plat Book 14 at page 155, Public Records of Osceola County, Florida.

4. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

5. This Second Amendment shall be effective immediately upon it being recorded in the Public Records of Osceola County, Florida.

[SIGNATURES AND NOTARY JURATS APPEAR ON THE FOLLOWING PAGE]

CL 2003070873

OR 2238/2868

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Second Amendment to Declaration of Covenants, Conditions and Restrictions for Townhomes at Windsor Palms to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

"DECLARANT"

Signed, sealed and delivered in the presence of:

PULTE HOME CORPORATION, a Michigan corporation

Judith L. Duncan  
Printed Name: Judith L. Duncan

By: [Signature]  
Print Name: Jim Leiferman  
Its: Attorney-In-Fact

Louis Harvey  
Printed Name: Louis Harvey

(CORPORATE SEAL)

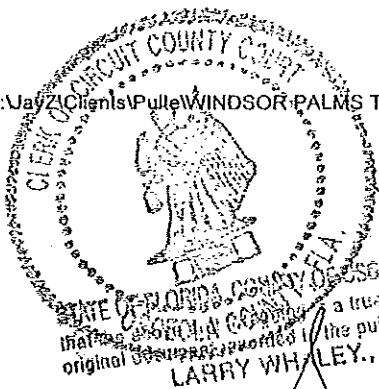
STATE OF FLORIDA )  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of APRIL, 2003, by JIM LEIFERMAN as ATTORNEY-IN-FACT of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, who ~~are~~ personally known to me ~~or who have produced~~ as identification.

**DIANA M. CABRERA**  
Notary Public - State of Florida  
Commission # DD 015582  
My Commission Expires April 4, 2005

[Signature]  
Notary Public  
Printed Name: DIANA M. CABRERA  
My commission expires: APRIL 4, 2005  
My Commission # is: DD 015582

S:\Jay\2\Clients\Pulte\WINDSOR-PALMS TOWNHOMES\Amendments\Second Amendment.doc

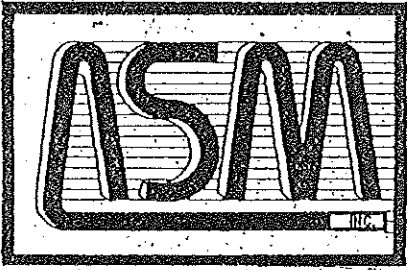


STATE OF FLORIDA COUNTY OF ORANGE  
I HEREBY CERTIFY that a true copy of the original instrument is on file in the public records.  
LARRY W. LEY., Clerk Circuit Court

4283 By: [Signature] D.D.

CL 2003070873

DR 2238/2869



ASM DEVELOPMENT SERVICES, INC.

LARRY WHALEY 1P  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

CL 2003070874 OR 2238/2870  
SEB Date 04/28/2003 Time 11:50:01

AFFIDAVIT OF SURVEYOR

STATE OF FLORIDA  
COUNTY OF OSCEOLA

BEFORE ME, the undersigned authority, personally appeared Brett A. Moscovitz, of American Surveying & Mapping, Inc., "Affiant", who deposes and says:

1. That Affiant is a registered land surveyor licensed by the State of Florida.
2. The Affiant has corrected on the proposed plat of Windsor Palms Townhomes, Phase 3A in the General Notes on sheet 1 & 2 numbers 2 & 3, & 6 changed Windsor Palms Homeowners Association to " Townhomes of Windsor Palms Homeowners Association, Inc".
3. Affiant further states that he is familiar with the nature of an oath, and with the penalties as provided by the laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that Affiant has read, or had heard read, the full facts of this affidavit, and understands its context.

~~FURTHER AFFIANT SAYETH NAUGHT.~~

~~Brett A. Moscovitz  
PSM # 5011  
State of Florida  
County of Osceola~~

STATE OF FLORIDA COUNTY OF OSCEOLA I HEREBY CERTIFY  
that the above and foregoing is a true copy of the  
original document recorded in the public records.  
LARRY WHALEY, Clerk Circuit Court  
dated 4-28-03 By [Signature] D.C.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February 20, 2003, Brett A. Moscovitz, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

[Signature]  
David McLean  
Notary Public/ State of Florida  
My Commission Expires:

David McLean Jr  
My Commission CC932152  
Expires April 30, 2004