

DECLARATION OF COVENANTS AND RESTRICTIONSP.C.ORANGE TREE ESTATE HOMES (SECTION ONE)

THIS DECLARATION is made this 12th day of July, 1983, by ARVIDA CORPORATION, a Delaware corporation, which declares hereby that "The Properties" described in Article II of this Declaration are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

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

(a) "Association" or "Estate Homes One" shall mean and refer to ORANGE TREE ESTATE HOMES SECTION ONE MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit, which is to be incorporated.

(b) "Common Areas" shall mean and refer to the property legally described in Exhibit A attached to and made a part hereof, plus all property designated as Common Areas in any future recorded supplemental declaration; together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, walkways, sprinkler systems and street lights, if any, but excluding any public utility installations thereon, provided that certain portions of the Common Areas shall not be Common Areas to the extent such portions are governed by the Master Association as provided in the Master Covenants.

(c) "Developer" shall mean and refer to Arvida Corporation, a Delaware corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of The Properties. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

(d) "Development" shall mean and refer to all that real property more particularly described on Exhibit B attached hereto (and other property added thereto as provided in the Master Covenants), all of which is intended, for the most part, to be made a part of a common scheme of development in the manner specified in the said Master Covenants.

(e) "Estate Home Sections" shall mean and refer to those sections of the Development (including The Properties) in which the Developer (or its affiliates) constructs or intends to construct estate home-type Units on estate home-type lots.

Return to
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(f) "Limited Common Areas" shall mean and refer to such portions of the Common Areas which are intended for the exclusive use (subject to the rights, if any, of Orange County and the public) of the Owners of specific Lots, and shall specifically include the mailbox structure if located within the swale area abutting the Lot, and that part of the driveway and/or parking areas serving the Lot which is also located adjacent to the swale (all of which items are located within the dedicated rights-of-way and/or on the Common Areas within the imaginary projection of the side Lot lines to the nearest side line of the abutting roadway). Unless otherwise provided specifically to the contrary, reference to the Common Areas shall include the Limited Common Areas.

(g) "Lot" shall mean and refer to any Lot on the various plats of portions of The Properties, which plat is designated by Developer hereby or by any other recorded instrument to be subject to these covenants and restrictions (and to the extent the Developer is not the Owner thereof, then designated by the Developer joined by the Owner thereof), any Lot shown upon any resubdivision of any such plat, and any other property hereafter declared as a Lot by the Developer and thereby made subject to this Declaration. To the extent the Developer is not the Owner thereof, then such declaration shall be made by the Developer joined by the Owner thereof.

(h) "Master Association" shall mean and refer to ORANGE TREE MASTER MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit, which is (or is to be) incorporated.

(i) "Master Covenants" shall mean and refer to the Master Covenants for Orange Tree recorded (or to be recorded) by the Developer in the Public Records of Orange County.

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

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

(l) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(m) "Unit" shall mean and refer to the individual estate home residence constructed on the Lot.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Legal Description. The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Orange County, Florida, and is more particularly described as follows:

Lots 1-47, Block D, and Tracts C, D, E and P (less those portions of Tracts D and E which are "Landscaping

and Pedestrian Easements" under the Master Covenants), all of ORANGE TREE COUNTRY CLUB - UNIT TWO, according to the Plat thereof recorded in Plat Book 12, Page 65 of the Public Records of Orange County, Florida;

all of which real property, and all additions thereto, is herein referred to collectively as "The Properties". To the extent all or any portion thereof is not owned by the Developer, the respective Owners thereof shall have joined in this Declaration for the purpose of subjecting that portion of The Properties owned by each of them to this Declaration.

Section 2. Supplements. Developer may from time to time bring other land being in the Estate Home Sections under the provisions hereof by recorded supplemental declarations (which shall not require the consent of then existing Owners or the Association, or the Master Association, or any mortgagee, except in the case of property not then owned by the Developer, in which case the Owner thereof shall join in the applicable supplemental declaration) and thereby add to The Properties. To the extent that such additional real property shall be made a part of The Properties as a common scheme, reference herein to The Properties should be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Except as provided in Article IX, Section 13 hereof, nothing herein, however, shall obligate the Developer to add to the initial portion of The Properties, to develop any such future portions under such common scheme, nor to prohibit Developer (or the applicable Developer-affiliated Owner) from rezoning and changing the development plans with respect to such future portions and/or the Developer from adding additional or other property to The Properties under such common scheme. All Owners, by acceptance of a deed to their Lots, thereby automatically consent to any such rezoning, change, addition or deletion thereafter made by Developer (or the applicable Developer-affiliated Owner thereof) and shall evidence such consent in writing if requested to do so by the Developer at any time.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

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

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, subject only as provided in the

following sentence in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate one (1) year after the last Lot within The Properties has been sold and conveyed by the Developer (or its affiliates), or sooner at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Section 3. General Matters. When reference is made herein, or in the Articles, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS; OTHER EASEMENTS

Section 1. Members Easements. Except for Limited Common Areas above specified, each Member, and each tenant, agent and invitee of such Member, shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, their tenants, agents and invitees, in such manner as may be regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) Easements over and upon the Common Areas in favor of the Master Association and all other associations governing certain other lots within the Development and in favor of all persons having the right to use the "common areas" governed by the Master Association or any such other association.

(b) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded.

(c) The right of the Association to suspend the Owner's (and his permittees') voting rights and right to use the recreational facilities (if any) for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(d) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities (if any) situated on the Common Areas.

(e) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(f) The employees of the Developer and their families shall have the right to use all Common Areas, including recreation facilities (if any), in perpetuity.

(g) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all permitted user's immediate family who reside with him, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

(h) The right of the Developer to permit such persons as Developer shall designate to use the Common Areas and all recreational facilities located thereon (if any).

(i) The right of the Association, by a 2/3rds affirmative vote of the entire membership, to dedicate portions of the Common Areas to a public agency under such terms as the Association deems appropriate and to create or contract with special taxing districts for lighting, roads, recreational or other services, security, or communications and other similar purposes deemed appropriate by the Association (to which such creation or contract all Owners hereby consent).

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and the paving, drainage structures, street lighting fixtures and appurtenances, landscaping, improvements and other structures (except utilities) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. Maintenance of the aforesaid street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of Developer's and its affiliates' responsibility to Orange County of any kind with respect to the Common Areas and shall indemnify and hold the Developer and its affiliates harmless with respect thereto.

The Owner shall be responsible for the maintenance, replacement and repair of the Limited Common Areas appurtenant to, and all paving, landscaping, structures and improvements located on, his Lot. Without limiting the generality of the foregoing, the area between the applicable Lot line and the edge of water of any lake abutting any Lot shall be maintained by the Lot Owner.

All work pursuant to this Section and all expenses incurred hereunder shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. In order to effect economies of scale, the Master Association, on behalf of itself and/or the Association and/or other affected associations, shall have the power to incur, by way of contract or otherwise, expenses general to the Development, or appropriate portions thereof, and the Master Association shall then allocate portions of such expenses among the Master Association, the Association and other affected associations based on the relative amount of property governed by the Master Association, the Association and other affected associations and the size and type of improvements located thereon. The portion so allocated to the Association shall be deemed a general expense (or in the case of charges applicable to only one or more specific Lots to the exclusion of others, a special expense to be

allocated only among the affected Lots), collectible through assessments (either general or special) against applicable Lots. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of the right to use the Common Areas.

Section 4. Utility Easements. Use of the Common Areas for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration. The Developer and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Areas for the installation and maintenance of community and/or cable TV and security and other communication lines, equipment and materials and other similar underground television, radio and security cables (and all future technological advances not now known) for service to the Lots and other portions of the Development.

Section 5. Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 6. Limited Common Areas. At the time that title to a Lot is conveyed to an Owner thereof, there shall be deemed to have been vested in such Owner, as an appurtenance to the Lot (and not separately alienable therefrom), the exclusive right to use (but not title to) the applicable Limited Common Areas (as defined in Article I), if any, subject always, however, to the rights, if any, of Orange County and the public with respect thereto. The Developer, from time to time, may add to the Limited Common Areas by recorded supplemental declaration. Maintenance and repair of the Limited Common Areas shall be effected by the respective Owners (or, in the case of certain landscaping, by the Association) as specified elsewhere herein.

Section 7. Ownership. The Common Areas (except for the Limited Common Areas) are hereby dedicated non-exclusively to the joint and several use, in common, of the Developer and the Owners of all Lots that may from time to time constitute part of The Properties and the Developer's and such Owners' tenants, guests and invitees. The Common Areas (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the date when the last Lot within The Properties has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of the Developer), be conveyed to the Association, which shall accept such conveyance. Beginning from the date these covenants are recorded, the Association shall be responsible for the maintenance of such Common Areas (whether or not then conveyed or to be conveyed to the Association), such maintenance to be performed in a continuous and satisfactory manner without cost to the general taxpayers of Orange County. It is intended that all real estate taxes assessed against that portion of the Common Areas owned or to be owned by the Association shall be proportionally assessed against and payable as part of the taxes of the applicable Lots within The Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Developer (or the then Developer-affiliated Owner thereof) and the Association as of the date of such recordation. Developer and its affiliates (including the "Class D Member" of the Master Association) shall have the right from time to time to enter upon

the Common Areas and other portions of The Properties for the purpose of construction, reconstruction, repair, replacement and/or alteration of any improvements or facilities on the Common Areas or elsewhere on The Properties that Developer and its affiliates (including the "Class D Member") elect to effect, and to use the Common Areas and other portions of The Properties for sales, displays and signs or for any other purpose during the period of construction and sale of any portion of the Development (and for "Country Club" activities, as defined in the Master Covenants). Without limiting the generality of the foregoing, the Developer and its affiliates shall have the specific right to maintain upon any portion of The Properties sales, administrative, construction or other offices without charge, and appropriate easements of access and use are expressly reserved unto the Developer and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Developer shall not be liable for delays in such completion to the extent resulting from the above-referenced activities.

Section 8. Golf Course Easements. Portions of The Properties, including Lots, may now or hereafter be made subject to easements for construction, maintenance, and operation of the Orange Tree Country Club and the golf course thereof (as defined in the Master Covenants). Such easements shall not be established over those portions of Lots on which Units are or are to be constructed. To the extent not indicated on the relevant plats, the Class D Member of the Master Association (as provided in the said Master Covenants) may establish said easements and the Owner of the affected Lot shall be required to join in the establishment thereof (and failing to do so shall be deemed to have so joined). Such easements are hereby established over and upon the Common Areas and shall be in favor of all Country Club members. Easements are hereby imposed on all Lots to allow golf balls to land on such Lots and golfers shall have the right to enter upon such Lots for the purpose of removing such golf balls therefrom. Under no circumstances shall the Developer or the Association be responsible for damage to the improvements on the Lot.

Section 9. Other Easements. Easements are reserved over each Lot and the Common Areas in favor of each other Lot and the Common Areas in order to permit drainage and run-off from one Lot (and its improvements) to another or to the Common Areas or from the Common Areas to any Lot or Lots.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, the Developer (and each party joining in this Declaration or in any supplemental declaration), for all Lots within The Properties, hereby covenant and agree, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments or charges for the maintenance, management, operation and insurance of the Common Areas as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, capital improvement assessments, as provided elsewhere herein, assessments for maintenance as provided in Section 4 hereof and all other charges and assessments hereinafter referred to, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in

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this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid. Except as provided herein with respect to special assessments which may be imposed on one or more Lots and Owners to the exclusion of others, all assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction equally.

Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Section 2. Purpose of Assessments. The regular assessments levied by the Association shall be used exclusively for maintenance of the Common Areas, for certain Lot maintenance, for capital improvements, reserves (if any), and to promote the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with them, their guests and tenants, all as provided for herein.

Section 3. Specific Damage. Owners (on their behalf and on behalf of their children and guests) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association and a special assessment may be levied therefor against such Owner or Owners. Such special assessments shall be subject to all of the provisions hereof relating to other assessments, including, but not limited to, the lien and foreclosure procedures.

Section 4. Exterior Maintenance. The Owner shall maintain the structures and grounds on his Lot and his Limited Common Areas [and the area, if any, between the applicable Lot line and any abutting lake (to the edge of water)] at all times in a neat and attractive manner and as provided elsewhere herein. Upon the Owner's failure to do so, the Association may at its option, after giving the Owner five (5) days' written notice sent to his last known address, or to the address of the subject premises, have that portion of the grass, weeds, shrubs and vegetation which the Owner is to maintain cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, Limited Common Areas and other areas and replaced, and may have any portion of the Lot, Limited Common Areas and other areas resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and special assessment charged against the Lot on which the work was done and shall be the personal obligation of all Owners of such Lot. Upon the Owner's failure to maintain the structures and improvements on his Lot in good repair and appearance and otherwise as required herein, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute a special assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion.

Section 5. Capital Improvements. Funds in excess of \$20,000.00 in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the Association and which have not previously been collected as reserves or are otherwise available to the Association shall be levied by the Association as special assessments only upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Association voting at a meeting or by ballot as may be provided in the By-Laws of the Association.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual installments if so determined by the Board of Directors of the Association.

The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment shall be fixed in the Board resolution authorizing such assessment.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment of the first installment thereof, except as to emergency assessments. In the event no such notice of a change in the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

Subject to other provisions hereof, the Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more

persons, firms or corporations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

Section 8. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) are not paid on the date(s) when due (being the date(s) specified herein), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) or the next 12 months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid or may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and reasonable attorneys' fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In the case of an acceleration of the next 12 months' worth of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from

the selling Owner have been fully paid and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 9 of this Article.

It shall be the legal duty and responsibility of the Association or the Master Association (as hereinafter contemplated) to enforce payment of the assessments hereunder. Failure of the Association or the Master Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owner.

Section 9. Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to tax liens and to the lien of any mortgage (recorded prior to recordation by the Association of a claim of lien, which mortgage encumbers a Lot) to any institutional lender and which is now or hereafter placed upon any property subject to assessment; provided, however, that any such mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for assessments under this Article shall be inferior to liens for assessments of the Master Association.

Section 10. Access at Reasonable Hours. For the purpose solely of performing the Lot and exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day to accomplish such work.

Section 11. Collection of Assessments. The Master Association shall collect the assessments of the Estate Homes One Association, upon certification by the Estate Homes One Association to the Master Association from time to time (but at least 30 days prior to each applicable assessment period) of the amount of its assessment with respect to each Lot governed hereby, together with the assessments due the Master Association, in a lump sum. In the absence of such certification, the Master Association shall assume that the assessments due the Estate Homes One Association with respect to any particular Lot are the same as the assessments previously imposed against such Lot in the last previous assessment period for which a certification was given. The Master Association shall pay sums collected by it as agent for the Estate Homes One Association to the Estate Homes One Association within 30 days of the receipt thereof. In the event

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that only a portion of the lump sum assessments are collected, the amount collected shall be applied first to the assessments of the Master Association and then to the Estate Homes One Association.

The Master Association may, at any time and from time to time, cease collecting the assessments due the Estate Homes One Association upon sixty (60) days' prior written notice to the Estate Homes One Association (whereupon it shall be the duty of the Estate Homes One Association to make such collections) and may, at any time and from time to time thereafter, again elect to make such collections as provided herein, all at the sole option of the Master Association.

Section 12. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer, (or any of its affiliates) is the Owner of any Lot, neither the Developer, nor any such affiliates, shall be liable for assessments against such Lot, provided that Developer either (i) funds any deficit in operating expenses (exclusive of reserves and management fees) of the Association not produced by assessments receivable from Owners other than Developer, or (ii) certifies to the Association in advance of any particular calendar year and pays during such year an amount which the Developer is willing to contribute to the Association for such year (all additional expenses to be borne by the Owners other than the Developer as part of their assessments as provided herein). Developer may at any time and from time to time commence (or require such affiliates to commence) paying such assessments as to Lots that it or they own and thereby automatically terminate its obligation to fund such deficits or make such contributions, or at any time and from time to time elect again to fund such deficits or make such contributions as aforesaid. When all Lots within The Properties are sold and conveyed to purchasers, neither Developer, nor its affiliates, shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

Section 13. Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association for the Owners of all Lots, as their interests may appear, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States.

ARTICLE VI

CERTAIN RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article VII shall be applicable to all of The Properties but shall not be applicable to the Developer or property owned by the Developer.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one estate home. Temporary uses by Developer and its affiliates for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by

the Developer or its affiliates (except if such changes are made by the Developer) without the consent of the Architectural Control Board as provided herein.

Section 3. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats covering The Properties and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, the Master Association and Developer and its affiliates, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, telephone and security lines, cables and conduits, under and through the utility easements as shown on the plats. Developer and its affiliates, and its and their designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antennae, radio, television and security lines (and for all future technological advances not now known) within platted utility easement areas. All utilities and lines within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

Section 4. Nuisances. No noxious, offensive or unlawful activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

Section 5. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle, shall be permitted on The Properties at any time or used at any time as a residence, either temporarily or permanently, except by the Developer and its affiliates during construction. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building.

Section 6. Signs. No sign of any kind shall be displayed to the public view on The Properties, except only one sign of not more than one (1) square foot used to indicate the name of the resident or one sign of not more than five (5) square feet advertising the property for sale or for rent (in locations and in accordance with design standards approved by the Architectural Control Board), or any sign used by a builder to advertise the company during the construction and sales period. No sign of any kind shall be permitted to be placed inside a home or on the outside walls of the home or on any fences on The Properties, nor on the Common Areas, nor on dedicated areas, nor on entryways or any vehicles within The Properties, except such as are placed by the Developer or its affiliates.

Section 7. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 8. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except no more than two (2) household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, and Owners shall be responsible to clean-up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable rules and regulations.

Section 9. Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted.

Section 10. Architectural Control. No building, wall, fence or other structure or improvement of any nature (including, but not limited to, landscaping, exterior paint or finish, hurricane protection, basketball hoops, birdhouses, other pet houses, swales, asphaltting or other improvements or changes of any kind) shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Architectural Control Board have been approved in writing by the Architectural Control Board named below and all necessary governmental permits are obtained. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Board (a committee appointed by the Board of Directors of the Association) is composed initially of:

Laura Griffani
David Meseroll
Chuck McNamara

and the address of said Board is, until changed, Orange Tree Country Club, 8000 Orange Tree Lane, Orlando, Florida 32811. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Board shall act on submissions to it within thirty (30) days after receipt of the same (and all further documentation required) or else the request shall be deemed approved. Members of the Board shall be appointed by the Board of Directors of the Association as a committee thereof.

SECTION 11001

Anything to the contrary herein notwithstanding, any approval of the Architectural Control Board shall be subject to veto by the Architectural Control Committee of the Master Association (the "Committee") as provided in the Master Covenants. Accordingly, all submissions to the Architectural Control Board hereunder shall be accompanied by an identical submission to the Committee and all approvals of the Board shall first be submitted to the Committee for approval or rejection before being delivered or permitted to be effected.

Without limiting the generality of Section 1 hereof, the foregoing provisions shall not be applicable to the Developer or its affiliates or to construction activities conducted by the Developer or such affiliates.

Section 11. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all residential buildings may be maintained as that originally installed, without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board shall be necessary before any such exterior finishing color is changed. The Lot landscaping (except for that portion to be maintained by the Association, if any), including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner as originally installed by Developer, unless the prior approval for any change, deletion or addition is obtained from the Architectural Control Board.

Section 12. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on The Properties, nor in dedicated areas, unless the Developer designates specifically certain spaces for some or all of the above. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to vans for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Developer or its affiliates. No on-street parking shall be permitted.

Any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers; and an affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 13. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary

condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.

Section 14. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer or its affiliates, and except any approved by the Architectural Control Board as above provided.

Section 15. No Drying. To the extent lawful, no clothing, laundry or wash shall be aired or dried on any portion of The Properties.

Section 16. Lakefront Property. As to all portions of The Properties which have a boundary contiguous to any lake within the Development, the following additional restrictions shall be applicable:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake unless erected by the Developer or its affiliates, subject to any and all governmental approvals and permits that may be required.

(b) The Master Association shall be responsible for the water quality and beds of all private lakes (to the edge of water), in accordance with the provisions of the Master Covenants.

(c) All restrictions contained in the Master Covenants for the Development with respect to the lakes are incorporated herein by this reference. Without limiting the generality of the foregoing, no parking or use of lake slope or shore areas shall be permitted.

Section 17. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Control Board for energy conservation purposes.

Section 18. Exterior Antennas. No exterior antennas shall be permitted on any Lot or improvement thereon, except that Developer and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines.

Section 19. Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Developer or its affiliates during construction periods.

Section 20. Leases. No portion of a Lot and Unit (other than an entire Lot and Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, the Master Covenants or other applicable provisions of any agreement, document or instrument governing The Properties or administered by the Association or the Master Asso-

ciation. Leasing of Lots and Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. No lease shall be approved for a term less than one (1) year. Owners wishing to lease their Lots and Units shall be required to place in escrow with the Association the sum of \$1,000.00 which may be used by the Association to repair any damage to the Common Areas or other portions of the Development resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out.

Section 21. Additional Rules and Regulations. Attached hereto as Schedule A are certain additional rules and regulations of the Association which are incorporated herein by this reference and which, as may the foregoing, may be modified, in whole or in part, at any time by the Board without the necessity of recording an amendment hereto or thereto in the public records.

ARTICLE VII

RESALE RESTRICTIONS

No Owner may sell or convey his interest in a Lot unless all sums due the Association and the Master Association shall be paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

ARTICLE VIII

ENFORCEMENT

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of an Owner to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of Common Areas (except for legal access) of defaulting Owners. The offending Lot Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why penalties should not be imposed. At least 6 days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses. If the impartiality of the Board is in question, the Board shall appoint three (3) impartial Members to a special hearing panel.

(c) Penalties: The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Developer, the Master Association, the Estate Homes One Association, the Committee, the Architectural Control Board and the Owner of any land subject to this Declaration, and their respective legal

representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Lots subject hereto has been recorded, agreeing to revoke said covenants and restrictions. Provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

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

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer alone, for so long as it or its affiliates holds title to any Lot affected by this Declaration; or alternatively by approval at a meeting of Owners holding not less than 66 2/3% vote of the membership in the Association, provided, that so long as the Developer or its affiliates is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. In the event Arvida Corporation is not the Developer, no amendment may be made which, in its opinion, adversely affects its interest without its consent. The foregoing sentence may not be amended.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Orange County Public Records.

Section 7. Cumulative Effect; Conflict. The provisions of this Declaration shall be inferior and subject to the provisions of the Master Covenants, and in the case of any conflict, the Master Covenants shall take precedence over this Declaration. Without limiting the generality of the foregoing, this Declaration is specifically made subject to the terms of Article VIII, Section 10 of such Master Covenants. This Section may not be amended.

Section 8. Withdrawal. Developer reserves the 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 then owned by the Developer or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of reasonable changes in the plans for The Properties desired to be effected by the Developer.

Section 9. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

Section 10. Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Association or the Architectural Control Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 11. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Unit Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 12. CPI. Whenever specific dollar amount are mentioned in this Declaration (or in the Articles or By-Laws or rules and regulations), unless limited or prohibited by law, such amounts will be increased from time to time by application of a nationally recognized consumer price index chosen by the Board, using the date this Declaration is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

Section 13. Covenants Running With The Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 1 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE

LAND AND WITH TITLE TO THE PROPERTIES. WITHOUT LIMITING THE GENERALITY OF SECTION 4 HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

Section 14. Mandatory Merger. If any one or more portions of the Estate Home Sections are developed under a declaration of covenants and restrictions different from this Declaration and, therefore, are governed by an association different from the Association, upon the development by the Developer (or its affiliates) of the last of the Estate Home Sections in the Development, the Developer can, by written notice to the Association (and each other association governing portions of the Estate Home Sections), require all of such associations and the Association (or any two or more thereof) to merge or consolidate (at Developer's election) into a single association which will then govern all the lots affected by such merger or consolidation under and pursuant to all applicable declarations then affecting such lots. The consent of Members and members of the Board of Directors to such merger or consolidation shall not be required, but to the extent, notwithstanding the foregoing, they must be obtained, such consents shall be deemed given by acceptance by each of such persons or entities of the respective deeds to each of their respective Lots. In the event of any such merger or consolidation, all regular expenses incurred by the resulting association in respect of all of the properties governed by such association shall be shared equally by all affected lots (including, but not limited to, the Lots).

At the election of the Developer, the aforesaid mandatory merger/consolidation provisions may also be made applicable to the Master Association and all or any combination of "Sub-Associations" (as defined in the Master Covenants).

EXECUTED as of the date first above written.

Signed, Sealed and Delivered
in the Presence of:

Amel J. Bertra

Nancy J. McAnis

ARVIDA CORPORATION

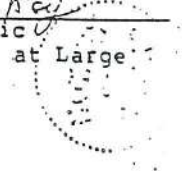
By: [Signature]
Sr. Vice President President

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me, this 13th
day of July, 1983, by Sanford B. Mott
Senior Vice President of ARVIDA CORPORATION,
a Delaware corporation, on behalf of the corporation.

D. Leo F. LePaj
Notary Public
State of Florida at Large



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 17, 1985
WOMEN THROUGH SERVICE, UNDERWRITERS

SCHEDULE OF EXHIBITS

EXHIBIT "A"

Legal Description of Common Areas.

EXHIBIT "B"

Legal Description of Orange Tree (the
"Development").

EXHIBIT "A"

Tracts C, D, E and R of ORANGE TREE COUNTRY CLUB - UNIT TWO, according to the Plat thereof recorded in Plat Book 12, Page 65 of the Public Records of Orange County, Florida.

The following property lying and being in Orange County, Florida:

The West 1/2 of the N.W. 1/4 of the N.E. 1/4 of Section 26, Twn. 23 S., Rng. 28 E.

And

The N.E. 1/4 of the N.W. 1/4 and the N.W. 1/4 of the N.W. 1/4 of Section 26, Twn. 23 S., Rng. 28 E., less the School Site (Dr. Phillips Elem.) and the Golf Course, as located from time to time on the various plats of Orange Tree County Club.

And

Section 23, Twn. 23 S., Rng. 28 E.; less the N.W. 1/4 of the N.W. 1/4 and less the N.E. 1/4 of the N.W. 1/4 and less the S.E. 1/4 of the N.W. 1/4 and less the N.E. 1/4 of the S.E. 1/4 and less the E. 1/2 of the N.E. 1/4 of the N.E. 1/4 and less the Golf Course, as located from time to time on the various plats of Orange Tree Country Club.

Less and except all "Existing Parcels" (as defined in the Master Covenants) not made subject to the Master Covenants.

SCHEDULE A TO
 DECLARATION OF COVENANTS AND RESTRICTIONS
 FOR ORANGE TREE ESTATE HOMES (SECTION ONE)

1. The Common Areas and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored therein.

2. The personal property of Owners must be stored in their respective Units or in outside storage areas (if any are provided by Developer).

3. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any Unit or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from or on the Unit, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the Unit or Lot, except as provided in the Declaration with respect to refuse containers.

4. No Owner shall permit anything to fall, nor sweep or throw, from the Unit any dirt or other substance onto the Lot or Common Areas.

5. Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

6. No motor vehicle which cannot operate on its own power shall remain on The Properties for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon. No portion of the Common Areas may be used for parking purposes, except those portions specifically designed and intended therefor.

Areas designated for guest parking shall be used only for this purpose and neither Owners nor occupants of Units shall be permitted to use these areas.

Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration.

7. No Owner shall make or permit any disturbing noises in the Unit or on the Lot by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Unit or on his Lot in such a manner as to disturb or annoy other residents (applying reasonable standards). No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

8. No electronic equipment may be permitted in or on any Unit or Lot which interferes with the television or radio reception of another Unit.

9. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the Unit or on the Lot, except as approved by the Architectural Control Board.

10. No Owner may alter in any way any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Control Board.

11. No vegetable gardens shall be permitted except in fully enclosed patio areas.

12. No commercial use shall be permitted in the Development even if such use would be permitted under applicable zoning ordinances.

13. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, on a Lot or on the Common Areas.

14. An Owner who plans to be absent during the hurricane season must prepare his Unit and Lot prior to his departure by designating a responsible firm or individual to care for his Unit and Lot should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

15. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Unit.

16. All persons using any pool on the Common Areas (if any) shall do so at their own risk. All children under twelve (12) years of age must be accompanied by a responsible adult. Bathers are required to wear footwear and cover over their bathing suits in any enclosed recreation facilities (if any). Bathers with shoulder-length hair must wear bathing caps while in the pool, and glasses and other breakable objects may not be utilized in the pool or on the pool deck, if any. Pets are not permitted in the pool or pool area (if any) under any circumstances.

17. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within The Properties and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing recreation facilities (if any).

18. Pets and other animals shall neither be kept nor maintained in or about The Properties except in accordance the Declaration and with the following:

(a) Under no circumstances shall more than two (2) household pets be permitted for each Lot. No pet shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash of reasonable length. Said pets shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes. In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Areas.

(b) Any pet deemed to be objectionable by the Board of Directors for any reason shall be removed promptly by the Owner on fifteen (15) days' notice.

19. No hunting or use of firearms shall be permitted anywhere on The Properties.

20. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of recreation facilities, if any, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

21. These rules and regulations shall not apply to the Developer, nor its affiliates, agents or employees and contractors (except in such contractors' capacity as Owners), nor to institutional first mortgagees, nor property while owned by either the Developer or its affiliates or such mortgagees. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

RECORDED & RECORD VERIFIED

Thomas H. Hill

County Comptroller, Orange County, California

BY-LAWS

OF

ORANGE TREE ESTATE HOMES SECTION ONE
MAINTENANCE ASSOCIATION, INC.

A Corporation Not for Profit
Under the Laws of the State of Florida

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to ORANGE TREE ESTATE HOMES SECTION ONE MAINTENANCE ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to The Properties as defined in the Covenants (the "Covenants") described in the Articles of Incorporation of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III of the Articles of Incorporation of the Association.

Section 5. All other definitions from the Covenants are incorporated herein by this reference.

ARTICLE II

LOCATION

Section 1. Until changed, the principal office of the Association shall be located at Orange Tree Country Club, 8000 Orange Tree Lane, Orlando, Florida 32811.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, that portion of The Properties against which such assessments are made as provided in the Covenants.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by majority vote of all Members present in person or by proxy and voting at the annual meeting.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership.

Section 3. The first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days' notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within Orange County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Orange County, Florida, and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the Directors.

Section 8. Directors (including affiliates of the Developer) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

ARTICLE V

OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 3. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held in the month of March in each year at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership.

Section 3. Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days' in advance of the meeting and shall set forth the general nature of the business to be transacted, provided however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence in person or by proxy at the meeting of Members entitled to cast 33 1/3% of the votes of the membership shall constitute a quorum for any action governed by these By-Laws.

Section 5. Proxies must be in writing and signed by all record Owners of a Lot or the person designated in a voting certificate signed by all such Owners as the person authorized to cast the vote attributable to such Lot. No person other than a designee of the Developer is permitted to cast more than five (5) votes by proxy.

Section 6. Meetings shall be governed by Roberts Rules of Order (latest edition).

ARTICLE VII

BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

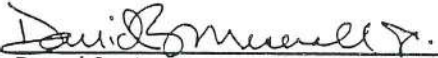
ARTICLE VIII

AMENDMENTS

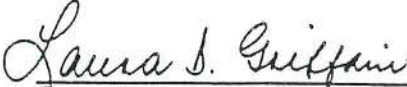
Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of 66-2/3% of Members present and voting in person or by proxy, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Covenants may not be amended except as provided in such Covenants. Anything to the contrary herein notwithstanding, the Developer shall have the absolute right to amend these By-Laws and the Articles of Incorporation as long as the Developer or its affiliates owns any Lot governed by the Association without the consent of the Members or the Board.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Covenants and these By-Laws, the Covenants shall control.

WE HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association on the 25 day of July, 1983



President



Secretary

FILED

1973 JUL 22 11 57 AM

ARTICLES OF INCORPORATION
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OF

ORANGE TREE ESTATE HOMES SECTION ONE
MAINTENANCE ASSOCIATION, INC.

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be the ORANGE TREE ESTATE HOMES SECTION ONE MAINTENANCE ASSOCIATION, INC., which is hereinafter referred to as "the Association".

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants and Restrictions for Orange Tree Estate Homes (Section One) recorded (or to be recorded) in the Public Records of Orange County, Florida, as hereafter amended and/or supplemented from time to time (the "Covenants"). The further objects and purposes of the Association are to preserve the values and amenities in The Properties and to maintain the Common Areas thereof for the benefit of the Members of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Covenants above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in the Covenants and to provide for the general health and welfare of its membership.

Definitions set forth in the Covenants are incorporated herein by this reference.

ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall

be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

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

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, subject only as provided in the following sentence, in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast in the aggregate from time to time. The Class B membership shall cease and terminate one (1) year after the last Lot within The Properties has been sold and conveyed by Developer (or its affiliates), or any time prior thereto at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members, and may make provisions for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if 33-1/3% of the total number of Members in good standing shall be present or represented at the meeting.

Section 4. General Matters. When reference is made herein, or in the Covenants, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of Members and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
David Meseroll	8000 Orange Tree Lane Orlando, Florida 32811
Norris Siert	8000 Orange Tree Lane Orlando, Florida 32811
Laura Griffani	8000 Orange Tree Lane Orlando, Florida 32811

Section 3. Election of Members of Board of Directors. Except as otherwise provided herein and for the first Board of Directors, directors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in The Properties or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

ARTICLE VI

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until suc-

cessors are duly elected and have taken office, shall be as follows:

<u>Name and Office</u>	<u>Address</u>
<u>President:</u>	
David Meseroll	8000 Orange Tree Lane Orlando, Florida 32811
<u>Vice-President:</u>	
Norris Siert	8000 Orange Tree Lane Orlando, Florida 32811
<u>Secretary-Treasurer:</u>	
Laura Griffani	8000 Orange Tree Lane Orlando, Florida 32811

ARTICLE VII

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection (by affirmative vote of 66-2/3% of the Members), provided that as long as the Developer or its affiliates owns any Lot, these Articles may be amended by the Developer alone without the consent of the Members or the Board.

Section 2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Covenants, the Covenants shall control.

ARTICLE IX

SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
David Meseroll	8000 Orange Tree Lane Orlando, Florida 32811
Norris Siert	8000 Orange Tree Lane Orlando, Florida 32811
Laura Griffani	8000 Orange Tree Lane Orlando, Florida 32811

ARTICLE X

INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be not in or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 5. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 6. The provisions of this Article X shall not be amended.

ARTICLE XI

REGISTERED AGENT

Until changed, David Meseroll shall be the registered agent of the Association and the registered office shall be at 8000 Orange Tree Lane, Orlando, Florida 32811.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands this ___ day of July, 1983.

David Meseroll

DAVID MESEROLL

Norris Siert

NORRIS SIERT

Laura O. Griffani

LAURA GRIFFANI

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 12th day of July, 1983, by DAVID MESEROLL and NORRIS SIERT.

Dorothy F. LeRoy

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 17 1985
BONDED UNDER GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 15th day of July, 1983, by LAURA GRIFFANI.

Margaret J. Beerman

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:
Notary Public, State of Florida
My Commission Expires April 14, 1985
BONDED INTO THE INS. GUARANTEE FUND

AMENDMENT TO THE RULES AND REGULATIONS
OF THE ORANGE TREE ESTATE HOMES SECTION ONE MAINTENANCE
ASSOCIATION, INC.

Pursuant to the Declaration of Covenants, Restrictions for Orange Tree Estate Homes (Section One) the Board of Directors has the right to adopt and modify the Rules and Regulations of the Orange Tree Estate Homes Section One Maintenance Association, Inc., and the Board hereby amends the Rule and Regulation regarding fining, and restates the Rule to read as follows:

Fining. The following is the Association's procedure regarding fines for failure to comply with the covenants, conditions, restrictions, rules and regulations of the Association or the provisions of the Florida Statutes:

1. The Association, upon determination that an Owner, their family, invitees, employees, tenants, or guests have violated the terms of the governing documents or the rules and regulations, shall give the Owner notice of the violation and a reasonable opportunity to correct the violation.
2. In the event that the covenant, condition, restriction, rule or regulation (not including non-payment of assessments) is not corrected after sending notice to the Owner, the Board of Directors may meet to decide whether to impose a fine.
3. The Association shall provide notice to the Owner of the time and place of the Board meeting held to discuss imposing a fine and include in the notice a description of the violations.
4. During the meeting the Board shall provide an opportunity for the Owner to give reasons why the fine should not be imposed.
5. The Board will then vote on whether to impose a fine and issue a written decision within 21 days of the meeting regarding whether a fine was imposed. The fines will be levied in accordance with Florida Statute 720.305(2), not to exceed \$100 per violation, against any member, tenant, guest, or invitee. The fine may be levied on the basis of each day of a continuing violation.
6. If the Board decides to fine the Owner then the Owner may request a hearing before a committee of at least three members of the Association appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. In order to request a hearing, the Owner must deliver his or her request in writing to the Association within 10 days of receiving notice that they have been fined. If the Owner fails to deliver their request to the

Association within 10 days of receiving notice then the fine shall be imposed.

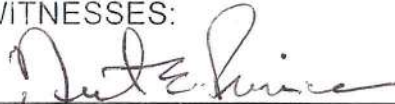
7. If the Owner properly requests a hearing, then the Owner shall be provided with at least 14 days written notice of the proposed committee hearing, and the notice shall inform the Owner that the purpose of the hearing is to allow the Owner to explain why the fine should not be imposed.
8. The committee, by majority vote, shall approve or disapprove the proposed fine. The committee may not impose a partial fine, and if the committee does not approve the proposed fine, then the fine may not be imposed. The committee shall issue a written decision and provide the written decision to the Owner and to the Board.

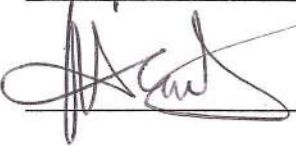
THIS IS TO CERTIFY that this AMENDMENT TO THE RULES AND REGULATIONS OF ORANGE TREE ESTATE HOMES SECTION ONE MAINTENANCE ASSOCIATION, INC., was duly adopted by a majority of the Board of Directors at a meeting held on the 14 day of November, 2007.

(CORPORATE SEAL)

**ORANGE TREE ESTATE HOMES SECTION
ONE MAINTENANCE ASSOCIATION, INC.**


WITNESSES:





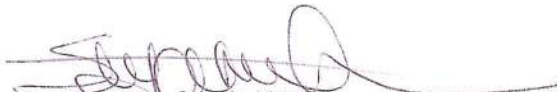
By: 

President

Attest: 

Secretary

DATED: 11.14.07



Stefanie Nicholson
My Commission DD297774
Expires March 08, 2008



JAN 03 4 39 PM '84. 023400 PG 022
SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 12th day of January, 1984, by ARVIDA CORPORATION, a Delaware corporation, authorized to transact business in the State of Florida ("Developer").

W I T N E S S E T H:

D. Developer is the Developer under the Declaration of Covenants and Restrictions for Orange Tree Estate Homes (Section One), dated July 13, 1983, and recorded July 22, 1983, in Official Records Book 3400, Page 1353 of the Public Records of Orange County, Florida, as amended and/or supplemented (the "Declaration").

E. The Declaration provides, in part, that Developer may, from time to time, bring other land under the provisions of the Declaration by recorded supplemental declarations.

F. Developer, being the fee simple owner of the Property hereinafter described, now desires to bring the Property under the provisions of the Declaration.

NOW, THEREFORE, in consideration of the premises, and the powers granted to the Developer in the Declaration, the Developer hereby makes the following supplement to the Declaration:

1. "The Properties" (as defined in the Declaration) shall be supplemented to include all that certain real property (the "Property") located in Orange County, Florida, more particularly described as:

Lots 1 through 53, inclusive, Block E of ORANGE TREE COUNTRY CLUB UNIT THREE according to the Plat thereof recorded in Plat Book 13, Page 44 of the Public Records of Orange County, Florida, together with the portions thereof shown as Tracts A, B, C and F on said Plat.

2. The "Lots" (as defined in the Declaration) shall be supplemented to include all of the above-listed lots.

3. The "Common Areas" (as defined in the Declaration) shall be supplemented to include Tracts A, B, C and F as shown on the aforesaid Plat.

EXECUTED the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

ARVIDA CORPORATION

[Signature]
[Signature]

By: [Signature]
Sanford B. Miot,
Senior Vice President
(Corporate Seal)

RECORDED & RECORD VERIFIER

STATE OF FLORIDA
COUNTY OF DADE

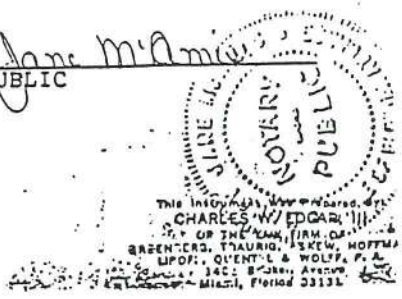
) [Signature]
County Comptroller, Orange Co. D

The foregoing instrument was acknowledged before me this 12th day of January, 1984, by SANFORD B. MIOT, Senior Vice President of ARVIDA CORPORATION, a Delaware corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida
My Commission Expires March 7, 1986

Return to: Ted R. Brown, [Signature]
2 South Orange Ave.
Orlando, FL 32802



Doc Tax \$ _____ Comptroller
Lnt Tax \$ _____ By FL
Total \$ 15.00 Deputy Clerk
SUPPLEMENTAL DECLARATION

This SUPPLEMENTAL DECLARATION is made this 4th day of August, 1989, by ARVIDA/JMB PARTNERS, a Florida general partnership ("Developer").

W I T N E S S E T H:

A. Developer is the successor to the "Developer" under that certain declaration entitled Declaration of Covenants and Restrictions for Orange Tree Estate Homes (Section 1), recorded July 22, 1983, in Official Records Book 3400, Page 1353, of the Public Records of Orange County, Florida, as amended and/or supplemented (the "Declaration") and is the successor to the "Developer" under that certain Master Covenants for Orange Tree, recorded July 22, 1983, in Official Records Book 3400, Page 1411, of the Public Records of Orange County, Florida, as amended and/or supplemented (the "Master Covenants").

B. The Declaration provides that the Developer may add additional property to The Properties (as defined in the Declaration) from time to time.

C. Developer executed and filed a Supplemental Declaration dated August 25, 1986, supplementing The Properties to include all that certain real property located in Orange County, Florida, and more particularly described as:

All of ORANGE TREE COUNTRY CLUB UNIT FIVE, according to the Plat thereof recorded in Plat Book 18, Page 107 and 108 of the Public Records of Orange County, Florida, less and except Tract "C" thereof.

(hereinafter referred to as "Unit Five");

D. Developer may amend, change or add to the Declaration and the Master Covenants for so long as it holds title to any Lot affected by the Declaration and the Master Covenants.

E. Developer holds title to at least one (1) Lot affected by the Declaration and the Master Covenants.

F. Developer has installed an eight inch (8") drainage pipe (the "Pipeline") in an easement area which has been granted by the owners of Lots 37, 38 and 41 of Unit Five in those certain Permanent Pipeline Easements (the "Permanent Pipeline Easements") recorded at Official Records Book 4105, Page 3673, Official Records Book 4105, Page 3669, Official Records Book 4105, Page 3676, all in the Public Records of Orange County, Florida, and desires to impose upon the Association (as that term is defined in the Declaration and Master Covenants) as that term is defined

3325903 ORANGE CO. FL.
02:58:00PM 8/23/89

This instrument has been prepared by and should be returned to:

OR 4108 PG 4272

Harold L. Downing, Esquire, of
SMITH & SCHNACKE, L.P.A.
Suite 1300
One duPont Centre
Post Office Box 4961
Orlando, Florida 32802
407 839 6000

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AUG 28 1989

in the Declaration and Master Covenants) certain duties with respect to the Pipeline contained therein.

G. Developer now desires to make this Supplemental Declaration to modify and amend the provisions of the Declaration and the Master Covenants as they apply to the real property described on the attached Exhibit "A".

In consideration of the Developer's authority under the Declaration, it is hereby declared:

1. The lands more particularly described on the attached Exhibit "A" shall be excepted from the lakefront, lakeshore and lakebed use and access restrictions as applied in, among other places, if any, Article VI, Section 16, paragraphs (a) and (c) of the Declaration, as amended and supplemented, and from those certain restrictions with respect to Lake Marsha contained in the Master Covenants, as amended, and such other documents as may be reasonably necessary to effect this intent, provided, however, that any construction to, use of or access to those certain lands (including all lakeslopes, lakeshores and lakebeds) shall still be subject to any and all applicable governmental laws, rules or regulations and any and all governmental approvals and permits that may be required.

2. The Association shall be responsible to inspect, maintain, repair and replace the Pipeline and shall exercise the duties and enjoy the benefits described in the Permanent Pipeline Easements.

IN WITNESS WHEREOF, Developer has executed these presents the day and year above written.

ARVIDA/JMB PARTNERS, a Florida
general partnership

By: ARVIDA/JMB MANAGERS, INC.,
a Florida corporation

By: David L. Guy
David L. Guy,
Vice-President

Lori A. Powers
[Signature]

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME, the undersigned, duly authorized in the state and place aforesaid to take oaths and acknowledgments, did appear David L. Guy as Vice-President of ARVIDA/JMB MANAGERS, INC., a Florida corporation, the managing partner of ARVIDA/JMB PARTNERS, a Florida general partnership, this 4th day of August, 1989.

Lori A. Powers
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 23, 1993

OR4108FG4273

EXHIBIT "A"

Lots 37, 38 and 41, ORANGE TREE COUNTRY CLUB - UNIT FIVE, as recorded in Plat Book 18, Pages 107 and 108, Public Records of Orange County, Florida;

and

Beginning at the Northwest corner of Lot 37, ORANGE TREE COUNTRY CLUB - UNIT FIVE, as recorded in Plat Book 18, Pages 107 and 108, Public Records of Orange County, Florida, run North 29°01'13" East, a distance of 31.50 feet; thence North 00°00'00" East, a distance of 73.00 feet; thence South 44°16'34" East, a distance of 186.65 feet; thence South 00°00'00" West, a distance of 112.00 feet to a point, said point being the Northeast corner of Lot 37; thence along the North line of Lot 37 North 68°49'59" West, a distance of 12.81 feet; thence North 07°26'56" West, a distance of 28.60 feet; thence North 28°37'56" West, a distance of 53.27 feet; thence North 57°57'17" West, a distance of 123.17 feet to the POINT OF BEGINNING.

and

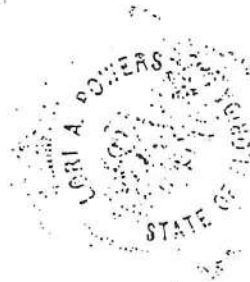
Beginning at the Northwest corner of Lot 38, ORANGE TREE COUNTRY CLUB - UNIT FIVE, as recorded in Plat Book 18, Pages 107 and 108, Public Records of Orange County, Florida, run North 00°00'00" East, a distance of 112.00 feet; thence South 84°31'13" East, a distance of 90.92 feet; thence South 00°00'00" West, a distance of 113.00 feet to a point, said point being the Northeast corner of Lot 38; thence along the North line of Lot 38, South 81°52'25" West, a distance of 48.34 feet; thence North 68°49'59" West, a distance of 45.74 feet to the POINT OF BEGINNING.

and

Beginning at the Northwest corner of Lot 41, ORANGE TREE COUNTRY CLUB - UNIT FIVE, as recorded in Plat Book 18, Pages 107 and 108, Public Records of Orange County, Florida, run North 00°00'00" East, a distance of 130.00 feet; thence South 69°31'37" East, a distance of 8.35 feet; thence South 05°23'24" East, a distance of 133.00 feet to a point, said point being the Northeast corner of Lot 41; thence along the North line of Lot 41, North 75°17'39" West, a distance of 21.00 feet to the POINT OF BEGINNING.

RECORDED & RECORD VERIFIED

Martha D. Haynie
County Comptroller, Orange Co., FL



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EXHIBIT "A"