

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

PIEDMONT LAKES

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**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PIEDMONT LAKES**

THIS DECLARATION, made on the date hereinafter set forth by Residential Communities of America, a Florida general partnership, is hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Apopka, County of Orange, State of Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Piedmont Lakes Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subjected to this Declaration.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first lot are Tracts A, B, C, E and F of PIEDMONT LAKES, PHASE ONE, according to the plat thereof as recorded in Plat Book 19, Pages 42 thru 48, which is in the Public Records or Orange County, Florida. Declarant reserves the right to convey additional Common Area to the Association as additional lands are made subject to this Declaration as provided in Article II hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Residential Communities of America, a general partnership, or any successor and assign of all of its rights hereunder.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of Piedmont Lakes.

ARTICLE II

PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner 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 its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or part of the Common Area or Private Drives if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by

the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area and facilities and Private Drives, if any to the members of his family, his tenants or contract purchasers who reside on the Property, but not otherwise.

Section 3. Additional Lands. Additional land within the area described on Exhibit "B" attached hereto and made a part hereof may be annexed by the Declarant without the consent of members of Association within seven (7) years from the date hereof, provided that the Veterans Administration ("VA") determines that the annexation is in accord with the general plan heretofore approved by it.

Annexations contemplated by Declarant shall become effective upon the recording of a Supplementary Declaration in the Public Records of Orange County, Florida. Should the Declarant, in its sole discretion, determine not to annex additional lands as provided, the general plan of development shall not bind the Declarant to make any additions contemplated or to adhere to this plan in the subsequent development of any lands described on Exhibit "B" and this Declaration shall not encumber in any manner whatsoever the land described on the attached Exhibit "B" until such time and if and only if Declarant has recorded a supplementary Declaration in the Orange County Public Records specifically describing the land to be subjected to this Declaration. Additional property which is outside of the area described in Exhibit "B" may be annexed to the Property with the consent of two-thirds (2/3) of each class of members of the Association. Any such annexation shall become effective upon the recording of a Supplementary Declaration in the Public Records of Orange County, Florida. As long as there is a Class B membership and as long as the VA has an interest in Piedmont Lakes, the annexation of additional properties will require the prior approval of the VA.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on the date seven (7) years from the date this Declaration is recorded, with it being agreed that notwithstanding the cessation of Class B membership in accordance with above, upon the subjecting of additional land to this Declaration, Class B membership shall be reinstated for all Lots owned by Declarant so long as the total number of Class B votes shall then be greater than the total number of Class A votes.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association; (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) Private Drive assessment, if applicable, all such

assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the person who was the owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas as herein defined.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be Two Hundred Forty and no/100 Dollars (\$240.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the

purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area as herein defined, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any action Authorized Under Sections 3 and . Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. Notwithstanding anything herein to the contrary, as long as Class B membership exists, as to unoccupied Lots owned by Declarant, Declarant may elect to pay 25% of the annual assessment on each such unoccupied lot; provided that if Declarant so elects, Declarant shall pay all costs not due from Owners and incurred by the Association in accomplishment of the purposes set forth in Article IV, Section 2 hereof. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (3) days in advance of each annual assessment period. Written notice of the assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed

certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum.

The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage provided that a Claim of Lien has not been recorded by the Association in the Public Records of Orange County, Florida prior to the recordation of such first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Except for those improvements constructed by Declarant, no building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board.

In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

USE RESTRICTIONS

Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

Section 2. Residential Lots. All Lots included within the real estate to which these restrictions pertain shall be known and described as residential Lots. No structure shall be erected, altered, placed or permitted to remain on any of said Lots, other than one single-family dwelling unit not to exceed thirty-five (35) feet in height.

Section 4. Setback. No building shall be located upon any residential building Lot which is less than twenty (20) feet from the road right-of-way at the front of a Lot, nor less than twenty (20) feet from the road right-of-way, if such road abuts a side Lot line. Notwithstanding the above, if a lesser set-back is required by applicable zoning ordinance, such lesser set-back shall prevail.

Section 5. No Offensive Activity. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which constitutes a public nuisance.

Section 6. No Temporary Structures. Unless otherwise specifically allowed or permitted under these covenants, no trailer, basement, tent, shack, detached garage, barn, shed, toolhouse or other outbuilding shall at any time be placed temporarily or permanently upon the Property, nor shall any Property improvements be made to said Property until and unless such Owner shall first obtain the written approval of the Architectural Control Committee.

Section 7. No Subdivision. No Lot located within the Property shall be subdivided to constitute more than one building plat.

Section 8. Fences. No fence or wall shall be erected upon any Lot without the prior consent of the Architectural Control Committee as to the location, type, materials used, and size. All fences shall be constructed of natural wood materials of stockade picket type not exceeding six (6) feet in height and shall be of natural wood coloring. All fence posts and fence framing shall be on the interior of the fence. No fence shall be in front of any residence on a Lot or nearer to any street than the minimum set-back line. No fences shall be constructed upon any Lot which shall extend into the waters of adjacent lake areas. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9. Easements.

(a) The Declarant, for itself and its successors and assigns, hereby reserves and is given, and Association is hereby granted and given, a perpetual, alienable, and releasable easement, privilege and right on, over, and under the Common Area for the necessary, ordinary, or reasonable maintenance and upkeep of structures on adjoining Lots and lakes on Property.

Further, each Lot and Common Areas shall be subject to an easement for minor encroachments created by construction, settling and overhangs including plants, board and cement walkways, screen and trellis supports and patio enclosure walls for all buildings constructed by Declarant; and in the event any dwelling is partially or totally destroyed and then rebuilt, the owners of the adjoining Lot(s) agree that minor encroachments created by construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

(b) Landscape Buffer easements, if any, described in the plat(s) of the property are hereby dedicated in the manner stated on said plat(s). Detailed landscape and fencing plans for all Landscape Buffer easements and all other required landscape screening and buffer areas as defined in those "Conditions of Approval approved by the city of Apopka council June 5, 1985, revised June 17, 1985" shall be approved by the City of Apopka when building permit for each individual lot is issued.

(c) Each Lot owner shall have the responsibility of maintaining all required landscape buffer easements and all required landscape areas located on each individual Lot. All buffer areas shown on plat shall be maintained as open space.

(d) The Declarant and/or Association, as the case may be, shall have the unrestricted sole right and power of alienating and releasing the privileges, easements and rights referred to in this section and in any Plats of property provided that Declarant's rights hereunder shall only exist so long as the Declarant shall own at least one (1) Lot within the Property. The Owners of the Lot subject to the privileges, rights and easements referred to in this section

shall acquire no right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over, or under the Property which is subject to said privileges, rights and easements. All easements created in this Section are and shall remain private easements and the sole and exclusive property of the Declarant and its successors and assigns and/or Association, as the case may be.

Section 10. Parking. No parking facilities are allowed on any single Lot except a paved pad large enough for not more than two (2) automobiles. No wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures.

Said Vehicles, boats or objects may be so kept, only if completely inside a garage attached to the main residence. Private automobiles or vehicles of the occupants may be parked in the driveway on the Lot. No wheeled vehicle or boat shall be kept or parked in front or side yard of any Lot. No trailers or recreational vehicles shall be maintained or kept on any Lot.

Section 11. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that each household may keep not more than two (2) household pets, provided that they are not kept, bred or maintained for any commercial purpose.

Section 12. Architectural Control Committee Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Architectural Control Committee shall have the right and authority to waive such violation.

Section 13. Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 14. Signs. No sign of any kind may be displayed to the public view on any Lot except one professional sign of not more than seven (7) square feet advertising the property for sale or rent, or signs used by the Declarant to advertise the Property during the initial construction and sales period.

Section 15. Common Area and Private Drives, if any. Other than those improvements constructed by Declarant, no improvements shall be constructed upon any portion of the Common Area or Private Drives, if any, without the approval of the Architectural Control Committee. These areas shall be maintained by the Association as open recreational areas and roadways as provided in the plats of the Property. The Association shall also maintain the part of the land within Tract "A" which includes a flood control berm and outfall structure for the use and benefit of all Lot owners. Further, said land which is a part of Tract "A" shall be burdened and benefitted by the Easement dated March 26, 1986 and recorded in O.R. Book 3792, Page 2389 of the Public Records of Orange County, Florida, and Association shall have all obligations of Residential Communities of America under such "Easement" so long as the Association shall own said land in Tract "A".

(a) No activities constituting a nuisance shall be conducted upon Common Areas and Private Drives, if any.

(b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon Common Areas and Private Drive, if any.

(c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area and Private Drives, if any, which shall be binding upon all members of the Association.

(d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and Private Drives and any other governmental liens which may be assessed against the Property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area and Private Drives, if any. Said insurance policies shall be in the name of the Association and for the benefit of the Association members and owners of record of the Private Drives and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not

inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable. The sum and extent of such insurance coverage at all times shall meet all requirements, if any, applicable to the Common Areas and Private Drives established by the VA.

(e) Except for those capital improvements made to the Common Area by the Declarant at its expense, at all times hereafter, all capital improvements to the Common Area and Private Drives except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Area and Private Drives, shall required the approval of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 16. Property Maintenance. In the event an owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Control Committee, including but not limited to landscaping, grass and shrubbery, the Owner shall be notified and given thirty days within which to correct or abate the situation. If the Owner fails to do so, the Committee shall have the right (although it shall not be required to do so) to enter upon said Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of said Lot. The cost of such repair, maintenance and restoration, together with reasonable attorney's fees and costs for collection thereof, shall thereupon constitute a lien upon said Lot which lien shall become effective only upon the filing of a written claim of lien. The form substance and enforcement of said lien shall be in accordance with the mechanics lien law of the State of Florida, and the Owner of said Lot shall, by virtue of having acquired said Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien except if a Claim of Lien has been filed in the Orange County Public Records prior to the recordation of such first mortgage.

Section 17. Rights of Declarant. Notwithstanding anything in Article VI

to the contrary, Declarant shall have the right to use Property for ingress and egress thereover including the use of construction machinery and trucks thereon and no person shall in any way impede or interfere with the Declarant, its employees or agents, in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Furthermore, the Declarant may make such use of Property free from the interference of Lot Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and constructions offices of a temporary nature on Property.

Section 18. Signal Receiving and Transmitting Devices. Except for antennae (not to exceed one per Lot) which shall be approved by the Association prior to installation, neither antennae, nor satellite dishes, nor any other device used to transmit or receive audio or visual signals may be placed or installed on any Lot except in the rear yard of a residence and same shall be screened from viewed as required by the Association at its sole discretion.

ARTICLE VIII

LAKE LOTS

Section 1. Maintenance. Certain Lots may be contained within the Property adjacent to or constitute part of a lake or canal (the "Lake Lots"). Each Lake Lot shall be maintained by its Owner at such Owner's expense, so that grass, planting, or other lateral support of the embankments shall prevent erosion of the embankments and shall be maintained in a clean, neat and orderly condition, including but not limited to the control of the growth of and eradication of plants, fowl, reptiles, animals and fish as may be consistent with good lake maintenance and with preservation of lake areas as recreational areas.

Section 2. Structures. No docks or other structures shall be constructed on a Lake Lot extending into any lake area without the approval of the Architectural Review Committee.

Section 3. Nuisances. No activities constituting a nuisance shall be conducted upon the lake areas and no rubbish, trash, garbage, or any other discarded items shall be deposited in any lake on Property.

Section 4. Access. No Lot Owners within the development shall have the right of use and access to the lake areas over and across the Lots other than Owners of Lots, if any, abutting lakes.

Section 5. Boats. No diesel or gasoline motor driven boats shall be permitted to be parked or used in lake areas.

Section 6. Fishing. No fishing with nets in the lake shall be permitted.

Section 7. Plants. No plants may be positioned so as to extend into or permitted to grow into the lake.

Section 8. Right to Grant Additional Easements. Declarant reserves the right to convey a further non-exclusive easement for ingress and egress over and upon lake areas constituting part of any Lot as a non-exclusive right of use and access over the surface waters of lake areas for the benefit of members of the Association.

Section 9. Obligation to Inform St. Johns Water Management District. Declarant, the Association, and all successors and assigns agree that prior to any alterations or changes in the operation of the storm water management system, the St. Johns River Management District will be informed of said proposed alteration or change.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other

provisions which shall remain in full force and effect.

Section 3. Duration of Covenants. The covenants and restrictions of this Declaration shall run with and bind property for a term of twenty (20) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 4. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded.

Section 5. VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the VA: annexation of additional properties, dedication of Common Area or Private Drives, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Communication. All communication from individual Lot Owners to the Declarant, its successors; the Board of Directors of the Association; or any officer of the Association shall be in writing.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this _____ day of _____, 19__.

WITNESS:

RESIDENTIAL COMMUNITIES OF AMERICA,
A Florida General Partnership
BY: ROLESHAR, INC., a General Partner

BY: _____
J. D. FEINSTEIN, President

STATE OF FLORIDA

COUNTY OF SEMINOLE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. D. FEINSTEIN, President of ROLESHAR, INC., a General Partner of RESIDENTIAL COMMUNITIES OF AMERICA and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said Corporation and that the seal affixed hereto is the true Corporate Seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 19____.

NOTARY PUBLIC

My Commission Expires:

This instrument prepared by:
Residential Communities of America
890 S.R. 434 North
Altamonte Springs, FL 32714

EXHIBIT "A"

LEGAL DESCRIPTION:

From the Northeast corner of Section 13, Township 21 South, Range 28 East, Orange County, Florida run N 89°06'32" W along the North line of the Northeast 1/4 of said Section 13, 1331.78 feet to the Point of Beginning of the following described parcel of land, thence S 00°39'42" W 98.00 feet; thence S 59°05'02" W 440.17 feet; thence N 80°06'32" W 626.48 feet; thence S 00°36'31" W 100.00 feet; thence N 89°06'32" W 300.00 feet to the East Right of Way of Piedmont Wekiwa Road; thence S 00°36'31" W along said Right of Way 936.51 feet to the P.C. of a curve concave to the West having a radius of 640.76 feet a central angle of 17°36'07" thence along the arc of said curve 196.85 feet; thence departing said curve run S 00°36'31" W 1367.22 feet; thence N 85°41'48" W 575.07 feet to the aforesaid East Right of Way, thence S 04°26'13" W along said Right of Way 707.92 feet; thence departing said right of Way run N 89°48'16" E 287.72 feet; thence S 00°35'51" W 334.86 feet; thence S 89°59'59" E 333.40 feet; thence N 00°36'31" E 308.92 feet; thence S 83°51'51" E 164.19 feet; thence N 36°08'09" E 197.32 feet; thence S 53°51'51" E 99.28 feet; thence S 83°51'51" E 70.00 feet; thence S 36°08'09" W 23.18 feet; thence S 83°51'51" E 490.19 feet; thence N 00°38'09" E 609.29 feet; thence N 17°04'21" W 96.26 feet; thence N 33°29'04" W 102.94 feet; thence N 47°26'05" W 38.61 feet; thence N 56°33'23" W 139.99 feet; thence N 32°59'08" E 158.98 feet; thence N 57°00'52" W 40.51 feet; thence N 31°59'08" E 104.35 feet; thence N 51°01'29" W 25.29 feet; thence N 38°58'31" E 105.00 feet; thence N 28°55'59" E 50.78 feet; thence N 38°58'31" E 100.00 feet; thence N 51°01'29" W 75.02 feet; thence N 42°45'52" W 70.00 feet; thence S 47°14'08" W 8.34 feet; thence N 42°45'52" W 115.00 feet; thence S 47°14'08" W 25.00 feet; thence N 42°45'52" W 100.00 feet, thence N 47°14'08" E 92.42 feet; thence S 86°22'36" W 11.96 feet; thence N 31°36'28" W 113.00 feet; thence N 58°23'32" E 200.00 feet; thence S 31°36'28" E 105.00 feet; thence N 32°32'40" E 35.00 feet; thence N 04°42'36" E 24.46 feet; thence N 14°05'17" W 50.00 feet; thence N 16°08'41" W 50.00 feet; thence N 17°32'36" W 50.00 feet; thence N 17°35'04" W 200.00 feet; thence N 18°03'18" W 55.00 feet; thence N 31°13'41" W 86.93 feet; thence N 51°29'04" W 85.00 feet; thence N 66°03'48" W 180.00 feet; thence N 79°19'45" W 55.00 feet; thence S 00°36'31" W 33.00 feet; thence N 89°23'29" W 59.93 feet; thence S 00°36'31" W 105.00 feet; thence N 89°23'29" W 50.00 feet; thence S 00°36'31" W 10.00 feet; thence N 89°23'29" W 150.00 feet; thence N 00°36'31" E 35.00 feet; thence N 89°23'29" W 60.00 feet; thence N 00°36'31" E 210.00 feet; thence S 89°23'29" E 25.00 feet; thence N 00°36'31" E 55.00 feet; thence N 04°35'00" E 98.13 feet; thence N 06°03'58" E 110.79 feet; thence S 82°13'06" E 105.42 feet; thence S 78°47'15" E 105.42 feet, thence S 75°21'24" E 105.42 feet; thence S 71°55'33" E 105.42 feet; thence S 68°29'42" E 105.42 feet; thence S 65°03'50" E 105.42 feet; thence S 60°41'54" E 57.95 feet; thence S 52°10'28" E 120.02 feet; thence S 39°02'46" E 141.12 feet; thence N 68°18'25" E 224.17 feet; thence N 69°50'47" E 105.61 feet; thence N 73°32'35" E 425.00 feet; thence S 89°56'43" E 152.93 feet; thence N 01°00'00" E 182.64 feet; thence N 02°41'28" W 68.00 feet; thence N 15°01'07" W 65.00 feet; thence N 24°00'56" W 110.00 feet; thence N 10°24'50" W 70.00 feet; thence N 01°04'35" W 70.00 feet; thence N 07°05'55" E 52.59 feet; thence N 78°47'57" W 70.00 feet; thence N 59°46'26" W 135.00 feet; thence N 12°08'23" W 145.00 feet; thence N 37°57'41" E 165.92 feet; thence N 89°06'32" W 320.00 feet to the Point of Beginning. Containing 84.41 acres more or less.

EXHIBIT "B"

Begin at the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 21 South, Range 28 East, Orange County, Florida; run North 405.00 feet; thence S. 88 deg. 28 minutes 50 seconds West 407.26 feet; thence S. 82.00 feet; thence N. 84 deg. 30 minutes 00 seconds West 509.06 feet; thence S. 35 deg. 30 minutes 00 seconds West 116.82 feet; thence North 84 deg. 30 minutes 00 seconds West 348.88 feet to the West line of the East half of said Section 13; thence S. 00 deg. 00 minutes 41 seconds West 309.42 feet to the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 13; thence North 89 deg. 33 minutes 55 seconds East 1329.04 feet to the Point of Beginning

That part of the SW 1/4 of the SE 1/4 of Section 13, Township 21 South, Range 28 East, Orange County, Florida, being described as follows: Commence at the Southeast corner of said SW 1/4 of the SE 1/4; thence on a bearing of North 975.52 feet along the East line of said SW 1/4 of the SE 1/4 for a Point of Beginning; thence N 88 deg. 30 minutes 00 seconds West 431.46 feet; thence South 01 deg. 30 minutes 00 seconds West 348.60 feet; thence North 88 deg. 30 minutes 00 seconds West 224.07 feet; thence North 07 deg. 40 minutes 00 seconds East 159.09 feet; thence North 66 deg. 36 minutes 30 seconds West 278.76 feet; thence South 88 deg. 30 minutes 00 seconds East 269.89 feet; thence North 07 deg. 40 minutes 00 seconds East 87.00 feet; thence North 88 deg. 30 minutes 00 seconds West 711.53 feet to the West line of said SW 1/4 of the SE 1/4; thence North 00 deg. 00 minutes 41 seconds West 347.11 feet along said West line to the Northwest corner of said SW 1/4 of the SE 1/4; thence North 89 deg. 33 minutes 55 seconds East 1329.04 feet along the North line of said SW 1/4 of the SE 1/4 to the Northeast corner of said SW 1/4 of the SE 1/4; thence on a bearing of South 391.99 feet along the East line of said SW 1/4 of the SE 1/4 to the Point of Beginning.

Begin 405 feet North of the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 21 South, Range 28 East, run West 427 feet to a road, North 528, 84 feet, East 427 feet, South 528.84 feet to the Point of Beginning.

PHASE TWO LEGAL DESCRIPTION

From the Northeast corner of Section 13, Township 21 South, Range 28 East, Orange County, Florida, run S 00N43'00" W along the East line of the Northeast 1/4 of said Section 13 1251.48 feet; thence N 89N56'43" W 772.03 feet, thence S 00N01'20" E 183.05 feet; thence S 89N58'40" W 185.69 feet; thence S 00N01'20" E 158.27 feet; thence S 89N58'40" W 168.78 feet; thence S 04N09'25" W 48.90 feet to the Point of Beginning of the following described Parcel of land; thence S 04N09'25" W 500.00 feet; thence S 89N00'25" W 174.84 feet; thence S 00N39'42" W 377.91 feet; thence S 00N38'09" W 433.49 feet; thence S 89N13'03" W 365.00 feet; thence N 00N46'57" W 62.51 feet; thence N 58N52'06" W 70.00 feet, thence N 47N26'05" W 154.43 feet; thence N 56N33'23" W 139.99 feet; thence N 32N59'08" E 158.98 feet; thence N 57N00'52" W 40.51 feet; thence N 32N59'08" E 104.35 feet; thence N 51N01'29" W 25.29 feet; thence N 38N58'31" E 105.00 feet; thence N 28N55'59" E 50.78 feet; thence N 38N58'31" E 100.00 feet; thence N 51N01'29" W 75.02 feet; thence N 42N45'52" W 70.00 feet; thence S 47N14'08" W 8.34 feet; thence N 42N45'52" W 115.00 feet; thence S 47N14'08" W 25.00 feet; thence N 42N45'52" W 100.00 feet; thence N 47N14'08" E 92.42 feet; thence S 86N22'36" W 11.96 feet; thence N 31N36'28" W 113.00 feet; thence N 58N23'32" E 200.00 feet; thence S 31N36'28" E 105.00 feet; thence N 32N32'40" E 35.00 feet; thence N 04N42'36" E 24.46 feet; thence N 14N05'17" W 50.00 feet; thence N 16N08'41" W 50.00 feet; thence N 17N32'36" W 50.00 feet; thence N 17N35'04" W 150.00 feet; thence N 72N24'56" E 180.00 feet; thence S 17N35'04" E 62.32 feet; thence N 68N18'25" E 238.52 feet; thence S 46N34'53" E 373.27 feet; thence N 89N58'40" E 70.00 feet to the Point of Beginning, containing 21.49 acres more or less.

PHASE THREE LEGAL DESCRIPTION:

From the Northeast corner of Section 13, Township 21 South, Range 28 East, Orange County, Florida, run S 00N43'00" W along the East line of the Northeast 1/4 of said Section 13 1251.48 feet; thence N 89N56'43" W 760.03 feet to the Point of Beginning of the following described Parcel of land; thence N 89N56'43" W 12.00 feet; thence S 00N01'20" E 183.05 feet; thence S 89N58'40" W 185.69 feet; thence S 00N01'20" E 158.27 feet; thence S 89N58'40" W 168.78 feet; thence S 04N09'25" W 48.90 feet; thence S 89N58'40" W 70.00 feet; thence N 46N34'53" W 373.27 feet; thence S 68N18'25" W 238.52 feet; thence N 17N35'04" W 62.32 feet; thence S 72N24'56" W 180.00 feet; thence N 17N35'04" W 50.00 feet; thence N 18N03'18" W 55.00 feet; thence N 31N13'41" W 86.93 feet; thence N 51N29'04" W 85.00 feet; thence N 66N03'48" W 180.00 feet; thence N 79N19'45" W 55.00 feet; S 00N36'31" W 33.00 feet; thence N 89N23'29" W 59.93 feet; thence S 00N36'31" W 105.00 feet; thence N 89N23'29" W 50.00 feet; thence S 00N36'31" W 10.00 feet; thence N 89N23'29" W 150.00 feet; N 00N36'31" E 35.00 feet; thence N 89N23'29" W 60.00 feet; thence N 00N36'31" E 210.00 feet; thence S 89N23'29" E 25.00 feet; thence N 00N36'31" E 55.00 feet; thence N 04N35'00" E 98.13 feet; thence N 06N03'58" E 110.79 feet; thence S 82N13'06" E 105.42 feet; thence S 78N47'15" E 105.42 feet; thence S 75N21'24" E 105.42 feet; thence S 71N55'33" E 105.42 feet; thence S 68N29'41" E 105.42 feet; thence S 65N03'50" E 105.42 feet; thence S 60N41'54" E 57.95 feet; thence S 52N10'28" E 120.02 feet; thence S 39N02'46" E 141.12 feet; thence N 68N18'25" E 224.17 feet; thence N 69N50'47" E 105.61 feet; thence N 73N32'35" E 425.00 feet; thence S 89N46'43" E 152.93 feet; thence S 01N00'00" W 107.40 feet; thence S 89N56'43" E 55.22 feet; thence S 00N03'17" W 200.00 feet to the Point of Beginning containing 17.45 acres more or less.

PHASE FOUR LEGAL DESCRIPTION:

Begin at the Northeast corner of Section 13, Township 21 South, Range 28 East, Orange County, Florida, run S 00N43'00" W along the East line of the Northeast 1/4 of said Section 1251.48 feet; thence run N 89N56'43" W 760.03 feet; thence run N 00N03'17" E 150.00 feet; thence run N 00N03'17" E 50.00 feet; thence run N 89N56'43" W 55.22 feet; thence run N 01N00'00" E 107.40 feet; thence run N 01N00'00" E 182.64 feet; thence run N 02N41'28" W 68.00 feet; thence run N 15N01'07" W 65.00 feet; thence run N 24N00'56" W 110.00 feet; thence run N 10N24'50" W 70.00 feet; thence run N 01N04'35" W 70.00 feet; thence run N 07N05'55" E 52.59 feet; thence run N 78N47'57" W 70.00 feet; thence run N 59N46'26" W 135.00 feet; thence run N 12N08'23" W 145.00 feet; thence run N 37N57'41" E 165.82 feet; thence run S 80N06'32" E 1011.78 feet to the Point of Beginning, containing 25.78 acres more or less.