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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

*Turnover 4.2*

OF

PHILLIPS LANDING

DR. PHILLIPS, FLORIDA

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DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
OF

PHILLIPS LANDING  
DR. PHILLIPS, FLORIDA

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EXHIBITS

- A - Legal Description of Property
- B - Legal Description of Additional Property
- C - Plan
- D - Chart

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DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF PHILLIPS LANDING

DR. PHILLIPS, FLORIDA

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This Declaration of Covenants, Conditions and Restrictions of Phillips Landing, Dr. Phillips, Florida (hereinafter referred to as the "Declaration") is made this 11th day of December, 1995, by **INTRAM/PARK SQUARE JOINT VENTURE**, a Florida joint venture, whose address is 5401 Kirkman Road, Suite 725, Orlando, Florida 32819 (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located in Orange County, Florida, described on Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, Declarant intends to develop the real property described in Exhibit "A" subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the above-referenced real property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. Said easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property described in Exhibit "A" attached hereto, shall be binding upon all parties having and/or acquiring any right, title or interest in the real property described therein or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said real property.

ARTICLE I

DEED RESTRICTIONS

Except as to construction trailers, sales trailers, and sales offices specifically provided for herein, notwithstanding anything else to the contrary herein, this Declaration of Covenants, Conditions and Restrictions, and all powers, rights and obligations hereunder, are subject to those certain deed restrictions ("Deed Restrictions")

contained in that certain Special Warranty Deed recorded in Official Records Book 486 Page 715, of the Public Records of Orange County, Florida, and dated December 1, 1995 from Dr. Phillips, Inc. to Intram/Park Square Joint Venture. Nothing herein shall serve to alter, amend, or limit the Deed Restrictions or Dr. Phillips, Inc.'s rights thereunder. Further, any specific reference hereinafter to the Deed Restrictions and/or this Article I shall in no way detract from or limit the application of the Deed Restrictions and this Article I to other provisions herein. Notwithstanding anything else to the contrary herein, for a period of thirty (30) years following the recording of this Declaration, the only consents required for altering, modifying, adding to, reducing, or changing the Plan attached hereto as Exhibit "C" and the chart attached hereto as Exhibit "D" (the "Chart") shall be those of Declarant and Dr. Phillips, Inc.

If Declarant conveys to a third party all or any portion of the real property described in Exhibit "A" attached hereto, then Dr. Phillips, Inc. and Declarant shall not be required to obtain the agreement of any such successor in title to any portion of the said real property in order to amend the Plan attached hereto as Exhibit "C" and the chart attached hereto as Exhibit "D". It is the intent of Declarant that Dr. Phillips, Inc. and Declarant, without the consent of any other party (whether or not all or any portion of the real property described on Exhibit "A" attached hereto has been conveyed to a third party) can, together, amend the Plan and the Chart.

## ARTICLE II

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### DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

- A. "Additional Property" shall mean and refer to the real property described in Exhibit "B" attached hereto and made a part hereof. In no event, however, shall the provisions of this Declaration create any interest, right, or title in, have any effect upon or in any way restrict the Additional



Property unless and until Dr. Phillips, Inc., its successors or assigns, consents in writing and of record to such.

- B. "Association" shall mean and refer to Phillips Landing Master Community Association, Inc., a Florida non-profit corporation, its successors and assigns, and shall be a homeowners' association, not a condominium formed pursuant to Chapter 718 of the Florida Statutes.
- C. "Board" shall mean the Board of Directors of the Association.
- D. "Common Area" or "Common Property" shall mean all tracts of property within the Plan, together with any improvements thereon, including landscaping and irrigation facilities, owned or to be owned by the Association for the common use and enjoyment of members of the Association. The Common Area shall also include all rights of way of all streets, roads, drives, courts, ways and cul-de-sacs within the Property, including paving, curbing, and other improvements thereto, and also including street lighting located adjacent thereto. The Common Area shall further include the entrance gate and security system as may be constructed and installed on the Property, including the gate constructed on Street A as shown on Exhibit "C". The Common Area shall further include stormwater drainage retention and detention ponds and other areas which are part of the master surface water management system for the Property, and all improvements thereon, and certain conservation easement areas (specifically excepting conservation easement areas which are a part of a Lakefront Lot), all as shown on the Plan and any Plat of the Property or any portion thereof hereafter recorded.
- E. "Common Expenses" shall mean all costs and expenses incurred by the Association in the discharge of its powers, duties and obligations pursuant to the Articles and Bylaws and pursuant to this Declaration. By way of illustration and example, the Common Expenses shall include, but not be limited to the following:
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- (i) Management and administration fees incurred by the Association.
  - (ii) Salaries, fees, and other compensation reasonably paid to officers, employees, and consultants of the Association and the Architectural Review Committee described in Article IX below.
  - (iii) Expenses relating to the maintenance, repair, and/or replacement of the Common Area, including the establishment of reserves for the replacement of Common Area which require periodic replacement or repair. The repaving and resurfacing of the rights of way of streets, roads, drives, courts, and cul-de-sacs located

within the property subject to the Plan shall be completed in accordance with the provisions of Article XVII herein.

- (iv) Taxes, real and personal, insurance premiums, interest, principal, and other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions.
- F. "Conservation Area(s)" or "Conservation Easement Area(s)" shall mean and refer to all of such areas so designated by the Declarant or its successors and assigns upon any recorded subdivision plat or plats of the Properties, or in any Plan, or in any easements, dedications or restrictions made or imposed pursuant to conservation ordinances, laws, rules or regulations of governmental authorities, including, without limitation, the South Florida Water Management District.
- G. "County" shall mean and refer to Orange County, Florida, a political subdivision of the State of Florida.
- H. "Declarant" shall mean Intram/Park Square Joint Venture, a Florida joint venture, and the Declarant in any Supplemental Declaration incorporating any of the Additional Property under the terms and jurisdiction of this Declaration. Wherever the term Declarant is used in this Declaration, the Articles of Incorporation or Bylaws of the Association or a Village Association, it shall always be deemed to include Declarant's successors and assigns; but only to the extent specifically so identified by an instrument in writing executed and recorded by Declarant and approved by all Class C Members in writing.
- I. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Phillips Landing, Dr. Phillips, Florida as it may, from time to time, be amended.
- J. "Exclusive Common Area" shall mean certain portions of the Common Area which are for the exclusive use and benefit of one or more, but less than all, Villages. All costs associated with maintenance, repair, replacement and insurance of Exclusive Common Areas shall be assessed against the Owners of Lots and Residential Units in only those Villages which are benefited thereby as a Village Assessment, as defined herein. Initially, any Exclusive Common Area shall be designated as such by the Declarant and the exclusive use thereof shall be assigned in the deed conveying the Exclusive Common Area to the Association or in a recorded notice of Village designation. Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of a particular Village or Villages, and Exclusive Common Area may be

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reassigned between Villages upon the vote of a majority of both the total Association and a majority of the votes of Owners within the Villages to which the Exclusive Common Areas are assigned. 18  
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- K. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Residential Unit or Lot or Residential Property, which owner and holder of said mortgage may be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, national banking association, an agency of the United States government, private or public pension fund, Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.
- L. "Lakefront Lot" shall mean any Lot abutting on a lake as reflected on a plat of any portion of the Property.
- M. "Lot" shall mean any parcel of land shown upon any recorded subdivision map or plat of the Properties upon which in the future will be located a detached single family Residential Unit.
- N. "Maintenance" shall mean, but not be limited to, the following: cleanup, landscaping and grounds care, dredging, chemical treatment and other services related to retention areas, swales and drainage ditches; painting and structural upkeep of improved properties, roads, walls, entry features and rights of way; and repair and all other such functions incidental to the services of the Association.
- O. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV hereof.
- P. "Notice" shall mean delivery to the person or entity who appears as Owner in the records of the Association, of any document by mail with postage prepaid to the last known address according to the records of the Association. If available from the records of the Association, notices to an Owner may (but shall not be required to) be sent to a tenant of an Owner occupying the Residential Unit. Notice to one of two or more co-owners shall constitute notice to all Owners.
- Q. "Owner" shall mean and refer to the owner as shown by the records of the Association (whether it be the Declarant, one or more persons, firms or legal entities) of fee simple title to any Lot, Residential Unit or Residential Property located within the Properties. Owner shall not mean or refer an Institutional Lender or to the holder of a mortgage or security interest,

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their successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

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- R. "Plan" shall mean and refer to any recorded plat of any portion of the Properties and Additional Property and the most recent proposed plat or land use plan submitted to and approved by Orange County, Florida for the development of Phillips Landing, as changed, amended and modified from time to time with the written approval of Orange County and Dr. Phillips, Inc. As depicted on the Plan, the contemplated development shall initially consist of three (3) villages, which are shown as Village One, Village Two and Village Three. The anticipated boundaries are described on the Plan; however, Declarant shall execute and record a Notice of Village Designation at the time of platting of any portion of a Village setting forth those portions of the property subject to the Plan which are to become part of a particular Village. A copy of the most recent Plan is attached hereto as Exhibit "C" and is by this reference made a part hereof.
- S. "Properties" or "Property" shall mean and include the real property described in Exhibit "A" attached hereto and, when added in accordance with the terms and conditions hereof, shall also include real property which is in the future subjected to this Declaration under the provisions of Article III hereof.
- T. "Residential Property" shall mean any parcel of land located within the Properties intended for use as a site for Residential Units but which has not been platted (i.e. is not shown on a recorded subdivision map or plat).
- U. "Residential Unit" shall mean and refer to any platted and developed single family Lot (or improved property intended for use as a residential dwelling), which has thereon a single family detached dwelling home, for which a certificate of occupancy or permit to be occupied has been issued by the appropriate governmental authorities.
- V. "Supplemental Declaration" shall mean any supplement, amendment or modification of this Declaration.
- W. "Turnover" shall mean the transfer of operation of the Association by the Declarant as described in Article XVI hereof.
- X. "Village" shall mean each separately denominated residential area subject to this Declaration, in which owners may have common interests other than those common to all Association Members, such as a common

theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Association Members. As described above, the Declarant shall record a Notice of Village Designation at the time of platting any portion of the property subject to the Plan for the purpose of designating which Village designation shall apply to various portions of the property so platted.

- Y. "Village Association" shall mean a homeowners' association formed to operate and oversee a number of Residential Units and Lots and property common to such Residential Units and Lots within a Village, whether by and through a non-profit corporation organized under Chapter 617, Florida Statutes, or such other organization or affiliation as may be selected or used.
- Z. "Village Expenses" shall mean the actual and estimated expenses incurred by the Association for the primary benefit of Owners of Residential Units and Lots within a particular Village, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board and as more particularly authorized herein.
- AA. "Village Representative" shall mean the senior elected officer (e.g., Village Association president), if any, from each Village who shall be the person responsible for casting all votes attributable to Lots and Residential Units in the Village. The next senior officer of each Village Association shall be the alternate Village Representative.
- BB. "Voting Member" shall mean the Declarant(s) as to votes allocated to the Class C Member, any Residential Property or Lot or Residential Unit Owner as to the votes allocated to a Class B member, and the Village Representatives as to all the votes allocated to Class A Members; provided, that a Member that owns a Lot or Residential Unit in a Village that is not represented by a duly elected Village Representative shall be a Voting Member as to such Member's allocated votes. All vote allocations are as provided in Section 4.2 hereof.

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### ARTICLE III

#### PROPERTY SUBJECT TO DECLARATION

Section 3.1. Existing Property. The real property initially subject to this Declaration is the Properties described in Exhibit "A."

Section 3.2. Additional Property.

- A. Additional residential property and Common Area, other than the Additional Property, may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members.
- B. The Additional Property may be annexed by the Declarant(s) in whole or in part, from time to time, without the consent of Members or anyone except Declarant and Dr. Phillips, Inc., so long as Declarant is a Class C Member of the Association. Upon annexation of said Additional Property, the Owners of the Additional Property so annexed for all intents and purposes shall be deemed to be Members of the Association in accordance with the provisions of this Declaration and the land annexed shall be deemed to be part of the "Properties" under this Declaration. The Owners of the Lots and Residential Units and Residential Property shall be subject to this Declaration and to the Articles of Incorporation and Bylaws of the Association in the same manner and with the same effect as the original Owners of Lots and Residential Units and Residential Property within the Properties, and the Additional Property which is annexed shall be encumbered by and subject to all the terms and conditions of this Declaration. When the Additional Property is annexed, the Declarant shall file a Supplemental Declaration among the Public Records of Orange County, Florida, which Supplemental Declaration shall reference this Declaration and shall contain the legal description of the portion of the Additional Property which is annexed. Notwithstanding any other provision of this Declaration to the contrary, the Supplemental Declaration adding such annexed lands shall not be required to be executed by any existing Owners of Lots or Residential Units or Residential Property, or anyone, other than Declarant.
- C. No provision of this Declaration shall be construed to require Declarant or any other person or entity to annex or withdraw any real property to or from the scheme of this Declaration. Further, the Declarant is not obligated to bring all or any part of the remaining real estate covered by the Plan into the Association. Such remaining real estate may be added to the Properties, and/or it may be incorporated into one or more separate Village Associations.
- D. The Declarant intends to develop the Properties and its adjoining lands in accordance with the Plan, but hereby reserves the right to modify the Plan (with respect to the Properties and other lands included in the Plan) from time to time subject to the written consent of Dr. Phillips, Inc. as provided in Article I hereof. No representation or warranty is made herein or elsewhere with regard to any future modification or amendment to the Plan.

- E. Covenants and restrictions applicable to annexations to the Properties shall be compatible with, but need not be identical to, the covenants and restrictions set forth in this Declaration.

#### ARTICLE IV

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#### ASSOCIATION

Section 4.1. Membership. Every Owner, including the Declarant, shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing its ownership interest, each Owner accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles of Incorporation and the Bylaws of the Association, and other rules and regulations of the Association. In addition to the foregoing, the family, guests, invitees and tenants of said Owners shall, while in or on the Properties, abide and be bound by the provisions of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association.

#### Section 4.2. Allocation of Voting Rights.

- A. Members of the Association shall be allocated votes as follows:

Class A. Class A Members shall be all Owners of improved Residential Units, and all Owners of Lots who are not Class B Members or Class C Members. Class A Members shall be allocated one vote for each platted Lot with or without an improved Residential Unit in which they hold the interest required for membership by Section 4.1 of this Declaration.

Class B. Class B Members shall be Owners of Residential Property and/or platted Lots and/or Residential Units (other than the Declarant prior to conversion of the Class C membership to Class A membership) which are or will be building single family homes for Residential Unit Owners with Declarant's approval, within Village Two and Village Three as shown on the Plan. Builders of custom homes in Village One shall not be Class B Members. (They shall be Class A Members.) Class B members shall be allocated one vote for each Residential Unit allowable to the Residential Property and/or platted Lots and/or Residential Units under the Plan owned by the Class B member.

Class C. The Class C Member(s) shall be the Declarant(s), or their specifically designated (in writing) successor(s). Until the Class A and Class B membership exists, the Declarant shall have the right to take all actions required or permitted to be taken by the Association. Thereafter, the Class C Member shall be allocated three (3) votes for each vote accorded to each Class A Member and Class B Member hereunder (if

there is more than one Class C Member, the total votes attributable to Class C membership shall be divided in accordance with the ratio of Lots as shown on the Plan owned by each Class C Member at the time of inclusion or annexation among this Declaration to the total Lots owned by all Class C Members among the Properties); provided that the Class C membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (i) Twenty (20) years from the date of recording of this Declaration among the Public Records of Orange County, Florida.
- (ii) When ninety-nine percent (99%) of the maximum number of Residential Units allowed under the Plan have been conveyed to Residential Unit Owners.
- (iii) At an earlier time determined by Declarant in its sole discretion.

B. Within six (6) months after the happening of the earliest of the foregoing events or any time earlier at the sole discretion of Declarant, the Declarant shall (pursuant to Article XVI) conduct a turnover meeting for the purpose of turning over the Association to the Residential Unit and Lot Owners and electing new directors of the Association.

C. When any of the Properties entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that portion of the Properties. In the circumstance of such common ownership, if the Owners fail to designate their voting representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by any of the other Owners. Upon such notification the Owner may not vote until the Owner(s) appoint their representative pursuant to this paragraph.



- D. For purposes of determining voting rights hereunder the membership roster of the Association shall be set as of thirty (30) days prior to the vote of the Association.
- E. When the Village in which a Class A Member owns a Residential Unit or Lot has a duly appointed or elected Village Representative, the Village Representative shall have the exclusive right to exercise the voting rights of such Class A Member.

Section 4.3. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument conveying record fee title to any Residential Unit or Lot or Residential Property, and by the delivery to the Association of a copy of such recorded instrument, the Owner designated by such instrument shall, by acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a Member, but shall not be entitled to voting privileges enjoyed by its predecessor in interest until delivery of a copy of the conveyance instrument to the Association. The foregoing shall not, however, limit the Association's powers or privileges and the new Owner shall be liable for accrued and unpaid fees and assessments attributable to the Residential Unit or Lot or Residential Property acquired. If an Owner intends to rent to tenants, the Owner shall be liable for and shall pay all fees and assessments attributable to such Residential Units. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner of record transfers or conveys his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

## ARTICLE V

### FUNCTIONS OF THE ASSOCIATION

Section 5.1. Services. Subject to the Deed Restrictions and Article I hereof, the Association shall have the powers provided herein and in the Articles of Incorporation and Bylaws thereof from time to time, and such other powers as may be vested in the Association by law, and may provide (or cause to be provided) the following services:

- A. Maintenance of all Common Property, landscaping, irrigation systems, and stormwater drainage and retention systems, including all retention ponds and drainage improvements.

B. Adopting, publishing and enforcing such reasonable rules and regulations as the Board deems necessary.

C. In addition to Maintenance herein provided, the Association may provide exterior or other maintenance upon any Lot or Residential Unit constructed thereon, which, in the Association's opinion, requires such maintenance because said Lot or Residential Unit is being maintained in a sub-standard manner. The Association shall notify the Owner of said Lot or Residential Unit in writing, specifying the nature of the condition to be corrected, and if the Owner has not corrected same within twenty-one (21) days after the date of said notice, the Association (after approval by a majority affirmative vote of the Board) may correct such condition. Said maintenance shall include but not be limited to painting, repairs, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

The cost of such maintenance shall be assessed by the Association against the Lot or Residential Unit upon which such maintenance is performed, but shall not be considered part of the annual maintenance assessment or charge. Any such Individual Assessment or charge shall be a lien upon the Lot or Residential Unit and an obligation of the Lot or Residential Unit Owner and shall become immediately due and payable in all respects, together with attorney's fees, court costs, interest and other fees or costs of collection as provided for other assessments of the Association.

D. Construction of improvements on Common Property and the granting of easements as may be required to provide the services as authorized in this Article.

E. In addition to Maintenance herein provided, the Association may, in the discretion of its Board, assume the maintenance responsibilities of a Village. In such event, all costs of such maintenance shall be assessed only against the Lots and Residential Units within the Village to which the services are provided. This assumption of maintenance responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the community-wide standard of the Properties. The provision of services in accordance with this Section shall not constitute discrimination within a class.

F. Upon resolution of the Board, each Village shall be responsible for paying, through Village Assessments, costs of maintenance of Exclusive Common

Areas associated with such Village as well as certain portions of the Common Property within or adjacent to such Village, which may include, without limitation, buildings and amenities within the Village, the costs of maintenance of any right-of-way and green space between the Village and adjacent public roads, private streets within the Village, and lakes or ponds within the Village, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association. Any Village Association having responsibility for maintenance of all or a portion of the property within a particular Village pursuant to a declaration of covenants affecting the Village shall perform such maintenance responsibility in a manner consistent with the community-wide standard. If any such Village Association fails to perform its maintenance responsibility as required herein and in any additional declaration, the Association may perform it and assess the costs against all Residential Units and Lots within such Village as provided in Section 7.9.

- G. The creation, maintenance, restoration and monitoring of all plantings within the Conservation Easement Area, and such other obligations as may be imposed on the Permit holder in connection with the South Florida Water Management District permitting of the stormwater drainage and retention systems and wetland mitigation required in connection with the development of the Property.
- H. The enforcement of all Conservation Easement Area restrictions, and the Conservation Buffer Zone restrictions as set forth in Article XIII below.

The Association may hire a management company to carry out any of the tasks it is empowered to undertake.

Section 5.2. Mortgage and Pledge. The Board shall have the power and authority to mortgage the property of the Association, but only with the written approval of at least two-thirds (2/3) of the Members other than the Declarant (and Dr. Phillips, Inc. if a mortgage is given prior to February 28, 1998, but not thereafter) and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions.

Section 5.3. Conveyance by Association. Subject to the provisions hereof, the Association shall be empowered to delegate or convey any of its functions or properties to any governmental unit; public utility; or private party approved by all classes of voting Members, consistent with the intended use of such property.

ARTICLE VI

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EASEMENTS

Section 6.1. Appurtenant Easements. Declarant grants to all Owners (and their guests, lessees and invitees) as an appurtenance to and as part of the ownership held by such Owner but subject to the Declaration, the Articles and Bylaws and the rules and regulations promulgated by the Association, a perpetual non-exclusive easement for ingress and egress over, across and through and for the use and enjoyment of, all Common Property (other than Exclusive Common Areas whose use is restricted by rule of the Association to Owners of particular Village); such use and enjoyment to be shared in common with Declarant and the other Owners, their guests, lessees and invitees.

Section 6.2. Utility Easements. Subject specifically to the Deed Restrictions and Article I hereof, the Declarant reserves to itself (and its successors or assigns) the right to grant easements to any private company, public or private utility or governmental authority providing utility and other services within the Properties and the Common Property upon, over, under and across the Properties. Said easements shall be given for the purpose of maintaining, installing, repairing, altering and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, power lines, telephone service, gas lines, siphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners, the Properties and the Common Property. All such easements shall be of a size, width, and location as Declarant, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements (including Residential Units) which are now, or will be, located upon the Properties.

Section 6.3. Declarant Easements. The Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate in writing, a perpetual easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress; provided, however, that such access and use does not unreasonably interfere with the reasonable use and enjoyment of the Common Property and facilities located thereon by the Owners. Subject specifically to the Deed Restrictions and Article I hereof, the Declarant hereby further reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate in writing, a non-exclusive perpetual easement, privilege and right in and to, over, under, on and across the Properties for ingress and egress to construct, locate and maintain any lines, cables, conduits, pipes and other such improvements related to the infrastructure and development thereof in connection with Declarant's development under the Plan or any portion thereof; provided, however, that any such construction, location, installation or development by

Declarant shall not be permitted in, on, under or across houses and pools and Declarant shall be obligated to restore any disturbed area to as close to the original condition of the area as is reasonably practical. Declarant reserves for itself, its successors and assigns, a non-exclusive easement for the installation and maintenance of security and television cables and wires within the rights-of-way and easement areas referred to herein.

Section 6.4. Service Easements. Declarant hereby grants to people and entities affiliated with delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant, its successors or assigns and to such other persons as the Declarant from time to time may designate, a non-exclusive, perpetual easement for ingress and egress over and across the Common Property for the purposes of performing their authorized services, to service the Properties and to perform any investigation related thereto.

Section 6.5. Drainage Easements. Drainage flow shall not be obstructed or diverted from drainage easements. Subject specifically to the Deed Restrictions and Article I hereof, the Association shall have easements for and may, but shall not be required to, cut drain ways for surface water wherever within the Properties and whenever such action may appear to the Association to be necessary to maintain reasonable standards of health, safety and/or appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other action reasonably necessary to install utilities and maintain reasonable standards of health, safety and/or appearance, but shall not include the right to disturb any improvements erected within the Properties which are not located within the specific easement areas designated on the plats or in this Declaration. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) which are reflected in the Permits (as described hereinafter) shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines. No Owner of a Lot or Residential Unit may alter any elevations and slopes except upon written consent of the Association.

Section 6.6. Access Easement. Declarant hereby creates and declares a perpetual non-exclusive easement over, upon and across the sidewalks, streets and roads (including boulevards, avenues, courts, ways, drives, cul-de-sacs and words of similar meaning) for pedestrian and vehicular access, ingress and egress for the benefit of the owners, mortgagees, guests, occupants, invitees, licensees, and tenants of the Additional Property; provided, however, the declaration of the foregoing easement shall be subject to such reasonable rules and regulations as promulgated by the Declarant and/or the Association for use of the above described facilities as long as such rules and regulations (exclusive of any fees) are the same imposed upon Members. This Access Easement shall not include ingress and egress for construction of improvements upon the Additional Property. No fee shall be due from the owner(s) of the Additional Property unless and until the Additional Property is developed.

Thereafter, if the Additional Property is not annexed into the Association and single-family dwelling units are constructed on the Additional Property, then the owners of fee simple title to each single-family dwelling unit shall pay to the Association each year (within 30 days of a written request) funds for maintenance of and capital improvements to the sidewalks, streets and roads (including boulevards, avenues, courts, ways, drives, cul-de-sacs and words of similar meaning) within the Properties, which payment specifically will not include the entire amount of Original Assessments, Special Assessments, or Special Road Reserve Assessments, but may include only those portions of the foregoing Assessments which are for prospective maintenance and capital improvements. The amount payable each year shall be the same as the portion of the Assessments assessed to each Residential Unit on the Property for maintenance of and capital improvements to the sidewalks, streets and roads (including boulevards, avenues, courts, ways, drives, cul-de-sacs and words of similar meaning). For example, if each Residential Unit within the Properties is charged \$100 for prospective maintenance and capital improvements of the foregoing, then each owner of fee simple title to each single-family dwelling unit within the Additional Property shall be charged \$100. The amounts collected shall be used for such maintenance and capital improvements. If payment is not made, then the non-paying owner, including that owner's guests, occupants, tenants, invitees and licensees, may not use the said sidewalks, streets and roads.

If the Additional Property is annexed into the Association, then this Access Easement shall be terminated and the Additional Property shall be subject to the remaining terms of this Declaration.

Section 6.7. Extent of Easements. The rights and easements of enjoyment created in this Article VI shall be subject to the following:

- A. Subject specifically to the Deed Restrictions, Article I, and Section 5.2, the right of the Declarant, or the Association, to borrow money from any lender for the purpose of improving and/or maintaining the Common Property and providing services authorized herein and, in aid thereof, to mortgage said properties (but only with the approval of at least two-thirds (2/3) of the Members other than the Declarant, if the Association intends to mortgage Common Property after the platting thereof);
- B. The right of the Association to suspend the rights and easements of enjoyment of any Member or any tenant of any Member for any period during which any Assessment remains unpaid, and for any period for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any Assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment.

C. Subject specifically to the Deed Restrictions and Article I hereof, the right of the Association to give, dedicate, mortgage or sell all or any part of the Common Property (including leasehold interests therein) to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be determined by the Association; provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the affirmative vote of two-thirds (2/3) of the votes cast by all Members other than the Declarant at a duly called meeting of the Members of the Association, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent at least thirty (30) days prior to such meeting to every Member entitled hereunder to vote. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property, prior to the recording in the Public Records of Orange County, Florida thereof. Such certificate shall be conclusive evidence of authorization by the Members.

Section 6.8. Consent. Dr. Phillips, Inc. shall consent to all easements and proposed actions which are consistent with the approved Plan for the Property.

## ARTICLE VII

### ASSESSMENTS

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Section 7.1. 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 Property, to pay the Common Expenses, and for the improvements, preservation, and maintenance of the Common Area, and as otherwise provided in this Declaration.

Section 7.2. Creation of the Lien and Personal Obligations of Assessments. The Declarant covenants, and each Owner of any Lot or Residential Unit shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed, to pay the Association: (i) Original Assessments, (ii) Annual Assessments, (iii) Special Assessments, (iv) Individual Assessments and (v) Village Assessments, all fixed, established and collected from time to time as hereinafter provided. The Original, Annual, Special, Individual and Village Assessments, together with interest thereon and costs of collection thereof, including costs and reasonable attorneys' fees, shall be a charge and a continuing lien as provided herein on the real property and improvements of the Owner against whom each Assessment is made. Each such Assessment, together with such interest thereon and costs of collection shall also be the personal obligation of the person who was the Owner of such real property at the time when the



Assessment first became due and payable. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Area or by the abandonment of the property against which the Assessment was made. In the case of co-ownership of Lot(s) or Residential Unit(s), all of such co-owners shall be jointly and severally liable for the entire amount of the Assessment.

Section 7.3. Original Assessments. The maximum Original Assessment shall be EIGHT HUNDRED FORTY AND NO/100 DOLLARS (\$840.00) per Lot or Residential Unit and shall be paid at closing on the sale of each Lot or Residential Unit from the Declarant or builder to any Lot or Residential Unit Owner. Notwithstanding anything herein to the contrary, Class B members shall not be liable for Original Assessments (but their successors shall be liable), except to the extent they are living in a Residential Unit.

Section 7.4. Annual Assessment. The Annual and Original Assessments levied by the Association against all Lots and Residential Units owned by Class A Members shall be used exclusively for the improvement, maintenance, enhancement and operation of the Common Areas and to provide services which the Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions and to the payment of any other Common Expenses. Notwithstanding anything herein to the contrary, Class B Members shall not be liable for Annual Assessments (except to the extent they are living in a Residential Unit).

Section 7.5. Special Assessments. In addition to the Original Assessments, the Association may levy in any Assessment year upon each Lot or Residential Unit owned by a Class A Member a Special Assessment for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of a capital improvement upon Common Areas or easements including the necessary fixtures and personal property related thereto or for emergency purposes; 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 that purpose. Written notice of any meeting called for the purpose of making the levy of a Special Assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. Notwithstanding anything herein to the contrary, Class B Members shall not be liable for Special Assessments (except to the extent they are living in a Residential Unit).

Section 7.6. Individual Assessments. The Association may impose an Individual Assessment upon any Owner whose use or treatment of Common Areas or Lot(s) or Residential Unit(s) is not in conformance with the standards as adopted by the

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Association or which increases the maintenance cost to the Association above that which would result from compliance by the Owner with the restrictions imposed by this Declaration. The amount of such assessment shall be equal to such cost incurred plus ten percent (10%) of the costs for administration and may be enforced in the manner provided for any other assessment. Individual Assessments may be approved by the Board without a vote of the membership. Further, notwithstanding anything to the contrary, Individual Assessments may be levied against Class B Members.

Section 7.7. Date of Commencement of Annual Assessments; Due Dates. Annual Assessments shall be payable in advance in annual installments or in such other installments as determined by the Board. Prior to January 1 of each year, the Board shall set the amount of the Annual Assessment for all assessable items by estimating the sum necessary to fulfill the obligations and purposes of said Assessment. Written notice of the Annual Assessment shall then be sent to every Owner subject thereto and the due date shall be established by the Board. The Annual Assessment shall be in addition to the Original Assessment and shall be prorated in the year of purchase.

Section 7.8. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or Residential Unit or Residential Property to an Owner other than the Declarant, the maximum Annual Assessment shall be EIGHT HUNDRED FORTY AND NO/100 DOLLARS (\$840.00) per Lot or Residential Unit; provided, however, the maximum Annual Assessment may be higher for a specific Village if so provided in the Notice of Village Designation, which shall control in the event that a higher minimum Annual Assessment is required for a specific Village.

- A. From and after January 1 of the year immediately following the conveyance of the first Lot or Residential Unit or parcel of Residential Property to an Owner other than the Declarant, the maximum Annual Assessment may be increased each year not more than twenty-five percent (25%) above the maximum Annual Assessment for the previous year without a vote of the membership, as set forth in paragraph B, regardless of whether the Annual Assessment for the previous year was less than the maximum Annual Assessment permitted hereunder.
- B. From and after January 1 of the year immediately following the conveyance of the first Lot or Residential Unit or parcel of Residential Property to an Owner other than the Declarant, the maximum Annual Assessment may be increased above twenty-five percent (25%) by a vote of a simple majority of each class of Members who are voting, in person or by proxy, at a meeting duly called for this purpose.
- C. Notwithstanding anything contained in this Section 7.8 to the contrary, the maximum Assessment applies only so long as no Additional Property is

added to the Property. As and when Additional Property is added to this Declaration, the maximum Assessment may be modified as required by the Board.

Section 7.9. Village Assessments. The Association may impose a Village Assessment upon any Lot or Residential Unit subject to the jurisdiction of a Village Association, which Assessment shall be for Village Expenses reasonably benefiting only or primarily Lots and Residential Units within a particular Village. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a separate budget covering the estimated Village Expenses to be incurred by the Association for each Village on whose behalf Village Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration or the Bylaws specifically authorizes the Board to assess certain costs as a Village Assessment.

The Village Association for each Village may request that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Village, as appropriate. Village Expenses shall be allocated equally among all Lots and Residential Units within the Village benefited thereby and levied as a Village Assessment. The Board shall cause a copy of such budget and notice of the amount of the Village Assessment to be levied on each Lot or Residential Unit in the Village for the coming year to be delivered to each Owner of a Lot or Residential Unit in the Village at least thirty (30) days prior to the beginning of the fiscal year.

In the event the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Assessments applicable to Owners that are Members of a Village Association shall be billed to such Village Association. The Village Association shall have the initial responsibility for billing the Owner and collecting such assessments, which assessment will be deemed a debt of the Village Association. If the Village Association pays the assessment applicable to an Owner, but the Owner does not promptly reimburse the Village Association, such Village Association shall be subrogated to the Association's lien rights herein provided.

Section 7.10. Assessment of Declarant. Notwithstanding any provision of this Declaration, or the Articles of Incorporation or the Bylaws of the Association to the contrary, for as long as there is Class C membership in the Association, the Original, Annual, Village (if applicable) and Special Assessments on any property owned by the Declarant(s) shall be zero, i.e. Declarant shall not pay Original, Annual, Village (if applicable), or Special Assessments, provided, that the Declarant shall be obligated for

the difference between the amount of Assessments levied on all Lots and Residential Units subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or any combination thereof. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses. Notwithstanding anything in this Declaration to the contrary, upon termination of the Class C membership in the Association, as hereinabove provided, the Original Assessment, Annual Assessment, Village (if applicable) Assessment and Special Assessment against any and all Lots and Residential Units owned by Declarant shall also be zero.

Section 7.11. Duties of the Board Regarding Rosters. The Board shall prepare a roster of Owners 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.

The Association shall, upon demand, at any time, furnish to any Owner liable for said Assessment a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be prima facie evidence of payment of any Assessment therein stated to have been paid.

Section 7.12. Determination of Allocation of Assessments. The number of Lots and Residential Units used for the calculation of Annual Assessments shall be determined as of the ownership of record thirty (30) days prior to the commencement of the fiscal year of the Association and once so determined shall be controlling for the entire fiscal year.

Section 7.13. Remedies of the Association for Nonpayment of Assessments. Any Assessment, whether an Original Assessment, Annual Assessment, Special Assessment, Individual Assessment or Village Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys fees, which costs, expenses and attorneys fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any Assessments which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot or Residential Unit as Owner thereof.

No Owner may waive or otherwise escape liability for the Assessments provided herein by nonuse of the Common Area or the Lot(s) or Residential Unit(s) owned. Any suit to recover a money judgment for unpaid expenses and Assessments hereunder shall not be deemed to be a waiver of the lien securing the same.

Section 7.14. Subordination of the Lien to First Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. The sale or transfer of any Lot or Residential Unit shall not affect the Assessment lien. However, the sale or transfer of any Lot or Residential Unit pursuant to a 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. Such unpaid Assessments shall be deemed a Common Expense of the Association and collectible from all Owners, pro rata, including the acquiring mortgagee, its successor or assign. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot or Residential Unit from the lien for Assessments thereafter becoming due.

Section 7.15. Prohibited Uses of Assessments. Notwithstanding anything to the contrary contained herein, expressly, by implication, or otherwise, the Association shall not have the power or authority to use, make, levy, impose, enforce, or collect any Assessment for the purpose, in whole or in part, of financing the prosecution of or otherwise supporting actual or contemplated litigation against the Association, the Declarant, or any of its officers or directors, with respect to matters relating to the development, construction, or operation of the real property described or depicted in the Plan. Any attempted Assessment for the foregoing purpose shall be null and void and all Lots and Residential Units within the Property are hereby exempted and exonerated from any such Assessment.

Section 7.16. Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use and (b) all Common Property as defined in Article II hereof.

Section 7.17. Collection of Assessments. Assessments allocated to any Lot or Residential Unit shall be billed by the Association and collected by the Association. The Owners shall be liable for the payment of the Association Assessments. Nothing herein shall be deemed a waiver by the Association of its independent right of lien and collection against any Owner and the Association may at any time invoice and proceed directly against an Owner for Assessments owed hereunder.

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ARTICLE VIII

VILLAGES

All Lots and Residential Units shall be located within a Village. The Lots and Residential Units within a particular Village may or may not be subject to additional covenants, however, the Owners of such Lots and Residential Units (or Property) shall be members of a Village Association in addition to the Association.

To the extent that additional rules and restrictions are not set forth in a declaration of covenants and restrictions applicable to a given Village, each Village Association shall have the right to propose to the Board, for consideration for adoption by the Board, reasonable rules designed to restrict the use of Exclusive Common Area, if any, to Owners, their guests, tenants and invitees, of Lots and Residential Units within such Village. The Board shall consider such proposed rules at the next regularly scheduled Board meeting after the proposed rules are formally submitted to the Board. If the Board finds, in the reasonable exercise of its discretion, that the proposed rules are acceptable, such rules (with such modifications, if any, as the Board deems to be necessary) shall be adopted by the Board and shall thereafter be effective with respect to the Exclusive Common Area in question subject specifically to the Deed Restrictions and Article I hereof. Nothing herein shall prevent the Board from adopting such rules on its own initiative.

Each Village Association, upon the affirmative vote, written consent, or a combination thereof, of a majority of Owners within the Village, may request that the Association provide a higher level of service or special services for the benefit of Lots and Residential Units in such Village, and if agreed to by the Board the cost of such additional services shall be assessed against the Class A members within the Village as a Village Assessment pursuant to Article VII.

The senior elected officer of each Village Association shall serve as the Village Representative for such Village and shall cast all votes attributable to Lots and Residential Units in the Village on all Association matters requiring membership vote, unless otherwise specified in this Declaration or the Bylaws of the Association. The Village Representative may cast all such votes as he/she, in his/her discretion, deems appropriate.

Subject to the Deed Restrictions and Article I hereof, the developer of any Village may apply to the Board and Dr. Phillips, Inc. to divide the parcel constituting the Village into more than one Village or to combine two Villages into one Village at any time. Subject to the Deed Restrictions and Article I hereof, upon a petition signed by a majority of the Owners in a Village, any Village Association may also apply to the Board and Dr. Phillips, Inc. to divide the property comprising the Village into two or more Villages or to combine two Villages into one Village. Any such application shall be in writing and shall include a plat of survey of the entire parcel which indicates the

boundaries of the proposed Villages. Subject to the Deed Restrictions and Article I hereof, a Village division requested by the Village or by the developer of the Village shall automatically be deemed granted unless the Board and/or Dr. Phillips, Inc. denies such application in writing within thirty (30) days of its receipt thereof. The Board and Dr. Phillips, Inc. may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Villages. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect. The applicant to: (i) divide the Property comprising the Village into two or more Villages, or (ii) combine two Villages into one Village, shall record a Notice of Village Designation in the Public Records of Orange County, Florida within 5 days after the application is approved.

The Association, subject to the Deed Restrictions and Article I hereof, shall have the right of specific approval or veto of annual budgets and all legal documents (and amendments thereof) associated with all Village Associations, including, but not limited to, Articles of Incorporation, Bylaws, and Declarations of Covenants, Conditions and Restrictions and rules and regulations. All Village documents shall be consistent and compatible with this Declaration, the Articles and the Bylaws.

#### ARTICLE IX

OR Bk 4986 Pg 737  
Orange Co FL 5450636

#### ARCHITECTURAL REVIEW

No building, house, garage, fence, swimming pool, sign, outdoor lighting, walls, exterior antennas, satellite dishes, or other structure of any nature shall be commenced, constructed, erected, or maintained upon the Property, nor shall any exterior addition to, change or alteration therein, be made, nor shall any tree removal, landscaping and additional landscaping, fences or changes in existing fences, hedges, planting walls, walkways and other structures be commenced until the plans and specifications showing the nature, kind, shape, height, materials, color, approximate cost and location of the same shall have been submitted to and approved in writing by the Board or by an Architectural Review Committee as set forth in Article X. Any change in the outward appearance of any improvement including but not limited to repainting in a different color, adding decorative sculptures, wrought iron grills, or the like shall also require written approval by the Board or ARC before any work is commenced. Disapproval of plans, specifications or location may be based upon any grounds, including purely aesthetic considerations, which the Board or ARC, in its sole discretion deems sufficient. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with except that this Article is specifically subject to the Deed Restrictions and Article I hereof.

ARTICLE X

ARCHITECTURAL REVIEW COMMITTEE

Section 10.1. General. The rights, powers and obligations set forth in Article X are specifically subject to the Deed Restrictions and Article I hereof.

Section 10.2. Composition. The Declarant, upon the recording of this Declaration, shall form a committee known as the "Architectural Review Committee" (herein referred to as "ARC"), initially consisting of no less than five (5) persons designated by the Declarant. Subject to Section 10.3 below, the Declarant shall appoint the members of the ARC until control of the Association has been passed on to the Owners other than the Declarant. At such time, the ARC shall be appointed by the Board and shall serve at the pleasure of the Board. Members of the ARC need not be officers, directors or members of the Association, provided however, that, in its selection, the Board shall be obligated to appoint a designated representative of Declarant to the ARC for so long as Declarant owns any Lot or Residential Unit or Residential Property if Declarant desires to have a representative. Members of the ARC shall be entitled to reasonable compensation for services performed, and the ARC may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds.

Section 10.3. Permanent ARC Members. The Declarant, so long as it owns any Lot or Residential Unit within the Properties, whether or not still a Class C Member, shall have the right (but not the obligation) to appoint one (1) member to the ARC. Dr. Phillips, Inc. shall also have the right (but not the obligation) to appoint one (1) member of the ARC.

Section 10.4. Purposes and Duties. The purposes, duties, and functions of the ARC shall be to create, establish, maintain and preserve the Property in a pleasant, attractive, and harmonious manner so as to foster and promote a community of interest within the Property and to insure the highest construction standards, and architectural, landscaping, and aesthetic qualities within the real property described or depicted in the Plan. The ARC shall review and approve, disapprove, and otherwise control the design and construction of any and all buildings, structures, and other improvements, of any nature or kind, including landscaping and tree removal, on any Lot or any portion of Common Areas. In addition to the above, subject to other provisions of this Declaration, the ARC shall have the following duties and powers:

- A. Subject to the Deed Restrictions and Article I hereof, to adopt, promulgate, rescind, amend and revise from time to time its rules and regulations governing architectural control, provided, however, such rules and regulations shall be consistent with the provisions of this Declaration and shall be filed with and made a part of the Association's minutes;

- B. Subject to the Deed Restrictions and Article I hereof, the ARC shall have the right of specific approval or veto of all construction, architectural, engineering, platting, planning, lighting and landscaping aspects of any improvement of any Lot or Residential Unit;
- C. Subject to the Deed Restrictions and Article I hereof, to approve or disapprove in writing any such building plans and specifications, lot grading plans, and landscaping plans. The conclusion and opinion of the ARC shall be binding, if, in its opinion, for any reason, including purely aesthetic reasons, the ARC should determine that said improvement, alteration, etc. is not consistent with the planned development of the Property;
- D. Subject to the Deed Restrictions and Article I hereof, to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision;
- E. For any of the above and as a precondition to consideration for approval, the ARC shall be furnished two (2) sets of written plans and specifications, without the necessity of a seal, showing the nature, type, shape, height, color, materials, approximate cost and location of all proposed improvements, lot grading, lighting, and landscaping plans. The ARC may appoint one or more persons to make preliminary review of all applications and report on such application to the ARC with such person's recommendation for ARC action thereon. Such preliminary review shall be subject to such regulations and limitations as the ARC deems advisable. The ARC shall consider all matters submitted for approval as to the harmony of the external design and location in relation to surrounding structures and topography and shall, in writing, approve or disapprove all matters submitted to it within thirty (30) days of receipt of such submission; and
- F. Dr. Phillips, Inc. shall be given notice of and may attend all ARC meetings until the last improvement is built or until the Associations are turned over to the homeowners, whichever occurs first.

All approvals of plans and specifications must be evidenced by the signature of the Association President or Vice President on the plans or specifications furnished. The existence of the signature of the Association President or Vice President on any plans or specifications shall be conclusive proof of the approval by the ARC of such plans or specifications. The foregoing signature shall not, however, be deemed a waiver of the Deed Restrictions or Article I hereof.



Notwithstanding the above, nothing herein shall grant ARC the power to approve the construction of residential structures other than single family residences, together with appurtenant structures, upon any Lot.

Section 10.5. Standards. Subject to the Deed Restrictions and Article I hereof, the ARC shall have the right to disapprove any items, plans, samples or submittals in the event the ARC determines that the specific item, plan, sample or submittal fails: (a) to assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; (b) to protect and conserve the value and desirability of the Property as a residential community; (c) to be consistent with the provisions of this Declaration; (d) to be in the best interests of the Association in maintaining the value and desirability of the Property as a residential community of the highest quality and design; or (e) to be acceptable to the ARC for any reason that the ARC may determine in its sole discretion.

Section 10.6. Declarant Consent. Any and all actions of the ARC as to Lots or Residential Units owned by the Declarant must have the written approval of Declarant, unless such approval is waived in writing by Declarant.

Section 10.7. Appeal Process. In the event of a disapproval of plans and specifications, the builder or Owner may appeal in writing to the Board no later than fifteen (15) days after notice of disapproval. The Board shall have thirty (30) days to rule on the appeal. If the Board fails to meet or fails to act on any appeal, said failure to meet or act shall be deemed to be approval of the ARC action. Subject to the Deed Restrictions and Article I, the decision of the Board shall be final.

Section 10.8. Enforcement. Should any Owner fail to comply with the requirements hereof after thirty (30) days written notice, Dr. Phillips, Inc., the ARC, the Declarant, and the Board (or any one or more of them), their successors or assigns, shall have the right to take any legal action it desires including without limitation to enter upon the Lot, make such corrections or modifications as are necessary or remove anything in violation of the provisions hereof, and charge the cost thereof to the Owner. Should Dr. Phillips, Inc., the ARC, the Declarant, or the Board (or any one or more of them), their successors or assigns, be required or elect to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner. Dr. Phillips, Inc., the ARC, the Declarant, the Board, and the past, present and future agents, representatives, officers, directors or employees of all of the foregoing, including their successors and assigns, shall not be liable to the Owner for any damages or injury to the property or person of the Owner, incurred pursuant to actions taken by Dr. Phillips, Inc., the ARC, the Declarant, the Board, and the past, present and future agents, representatives, officers, directors or employees of all of the foregoing, including their successors and assigns.

Section 10.9. Exculpation of Declarant and Others. Declarant, Dr. Phillips Inc., the Association, the Board, and the ARC including successors and assigns and all past, present and future members, officers, directors, employees, agents and representatives of all of the foregoing cannot and shall not be held responsible for any loss or damage to any person arising out of the approval or disapproval of plans, including but not limited to architectural, construction, or design plans. Nor shall Declarant, Dr. Phillips, Inc., the Association, the Board, or the ARC including successors and assigns and all past, present and future members, officers, directors, employees, agents and representatives of all of the foregoing be held responsible for loss or damage to any person arising out of non-compliance with any zoning law, ordinance, land use, or building regulation.

## ARTICLE XI

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Change to PL 5450636

### RESTRICTIONS

Section 11.1. Residential Use. Subject to the terms of Section 11.26, the Lots and Residential Units and Residential Property shall be used for residential purposes only; and conducting any commercial, retail or wholesale business of any nature or the sale of services or skills therefrom shall be strictly prohibited. No structure shall be erected or permitted to remain on any Lot other than a single family residential dwelling and customary appurtenances thereto. No garage shall be used or converted to living quarters. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation.

Section 11.2. Vehicular Parking. No vehicle shall be parked on any part of the Property, except on paved streets and paved driveways. No vehicles may park on paved streets overnight or on sidewalks located within any part of the Property. No commercial vehicles shall be parked on the Property, except those present on business. The Association shall have the right to determine if a vehicle is a "commercial" vehicle and whether or not it is within the Property "on business" and said determination shall be final. No motorcycles, trailers, boats, boat trailers, campers, trucks, mobile homes, or motorized recreational vehicles may be parked on the Property unless parked inside garages and completely concealed from public view. No inoperative automobiles, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, unless parked inside garages and concealed from public view.

Section 11.3. Address Plates and Mailboxes. A mailbox and the number of the residence shall be placed on each Lot. The size, locations, design, style and type of material for each such mailbox and number of the residence shall be as designated by Declarant.

Section 11.4. Signs.

- A. Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot (or in any Residential Unit if the sign is visible from the street outside the Residential Unit), except "For Sale" signs, which may refer only to the particular Lot on which displayed, and which shall not exceed thirty-six inches (36") by twenty-four inches (24").
- B. Nothing contained in this Declaration shall prevent Declarant, or any person designated by Declarant, from erecting or maintaining such commercial sales and display signs as Declarant may deem advisable for development purposes, provided such are in compliance with the appropriate governmental regulations applicable thereto.

Section 11.5. Aerials. No exterior radio or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, shall be erected on any Lot or Residential Unit; except that a master antenna system or systems may be constructed and maintained by the Association or its designee. Notwithstanding anything herein to the contrary, the ARC may permit, in its sole discretion, such satellite dishes as it deems acceptable. The ARC shall have the right to impose restrictions as to size, location and screening of any such satellite dishes which may be approved.

Section 11.6. Electrical Interference. No electrical or electromagnetic signals, machinery, devices or apparatus of any sort shall be used or maintained on any Lot or Residential Unit which causes interference with normal television or radio reception received on any other Lot or Residential Unit.

Section 11.7. Household Pets and Livestock. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or Residential Unit, except that dogs, cats, or other usual household pets may be kept; provided that they are not kept, bred, or maintained for any commercial purpose, they are, in the case of dogs, leashed when off the Owner's premises, and provided that if any of such permitted animals shall, in the sole and exclusive opinion of the Declarant or the Association, become dangerous or an annoyance or nuisance in the Village or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot or Residential Unit. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on Lots and Residential Units.

Section 11.8. Nuisances and Trespassing. No illegal, obnoxious or offensive activity shall be permitted or carried on any part of the Property, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the Village or Property. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Property, nor upon any land or lands

contiguous thereto. No fires for the burning of trash, leaves, clipping or other debris or refuse shall be permitted on any part of the Property. No bicycles, cars, trucks, vehicles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or permitted to stand for any period of time on the Common Area, except in areas designated for said purpose, if any. In the event of any question as to what may be or may become a nuisance, such question shall be submitted to the Board for a decision in writing which decision shall be final. The Board shall have the authority to have any unauthorized person or vehicle arrested or removed from the Property.

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Section 11.9. Resubdividing. Subject specifically to the Deed Restrictions and Article I hereof, the Lots shall not be resubdivided, replatted or divided without the prior written consent of Declarant or the Association as the successor to the Declarant.

Section 11.10. Laundry. No portion of any of the Property shall be used as a drying or hanging area for laundry of any kind. Clotheslines are not permitted. No clothing, bedding or other laundry shall be hung over or on any windows, doors, walls, fences or other supports if the same are visible from any street.

Section 11.11. Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Property unless they are approved by the ARC.

Section 11.12. Street Lights. The size, location, number, design, style and type of material for free-standing street lights shall be as designated by the Declarant or approved by the ARC.

Section 11.13. Weeds, Trash and Garbage. The Owner of each Lot and Residential Unit shall, at his or her own expense, keep such Lot and Residential Unit, including any easement areas located on such Lot and Residential Unit, free of weeds, tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and any other unsightly objects and shall keep such Lot and Residential Unit at all times in a neat and attractive condition. In the event the Owner fails to comply with this section then, after giving the Owner ten (10) days written notice, the Association shall have the right, but not the obligation, to go upon such Lot or Residential Unit and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects from the Lot or Residential Unit, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot or Residential Unit, which expense shall constitute an Individual Assessment against the Lot or Residential Unit. Such entry by the Association upon any Lot or Residential Unit shall not be deemed a trespass.

Section 11.14. Regulations. Subject to the Deed Restrictions and Article I, additional rules and regulations concerning the appearance and use of the Property

may be made and amended from time to time by the Declarant or the Association as successor to the Declarant in the manner provided by the Articles and Bylaws. Copies of the regulations and amendments thereto shall be furnished by the Association to all Owners as residents of the Property upon request.

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Section 11.15. Casualties. In the event a Residential Unit or any part thereof is damaged or destroyed by fire, casualty or otherwise, or in the event any improvements upon the Common Areas are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom, and within six (6) months commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

Section 11.16. Reconstruction. Subject specifically to the Deed Restrictions and Article I hereof, any repair, rebuilding or reconstruction on account of casualty or other damage on any Lot or Residential Unit or Common Area, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the ARC pursuant to Article X.

Section 11.17. Set-Backs - Interior Lots. Subject specifically to the Deed Restrictions and Article I hereof, all structures shall be located and positioned on a Lot by Declarant or the ARC. As to each Village, the requirements and restrictions are as follows:

- A. Village One. No structure shall be placed on an Interior Lot (i.e. not a Lakefront Lot described in Section 11.18 below) closer than twenty-five (25) feet to the front lot line, nor closer than twenty-five (25) feet to the rear lot line, nor closer than seven and one half (7 1/2) feet to any side lot line, except where a side lot line faces a street, in which case no structure shall be placed closer than fifteen (15) feet from a side street lot line; provided that a swimming pool or its enclosure may be constructed to within ten (10) feet of a rear lot line. A swimming pool may not be located in the front yard of any Lot. The Declarant or the ARC may alter the front, side, rear and swimming pool set backs as long as such alterations do not conflict with Orange County regulations, any other government regulations, the Deed Restrictions, or Article I hereof.
- B. Village Two. No structure shall be placed on an Interior Lot (i.e. not a Lakefront Lot described in Section 11.18 below) closer than twenty-five (25) feet to the front lot line, nor closer than twenty-five (25) feet to the rear lot line, nor closer than seven and one half (7 1/2) feet to any side lot line, except where a side lot line faces a

street, in which case no structure shall be placed closer than fifteen (15) feet from a side street lot line; provided that a swimming pool or its enclosure may be constructed to within five (5) feet of a rear lot line. A swimming pool may not be located in the front yard of any Lot. The Declarant or the ARC may alter the front, side, rear and swimming pool set backs as long as such alterations do not conflict with Orange County regulations, any other government regulations, the Deed Restrictions, or Article I hereof.

- C. Village Three. No structure shall be placed on an Interior Lot (i.e. not a Lakefront Lot described in Section 11.18 below) closer than twenty-five (25) feet to the front lot line, nor closer than twenty (20) feet to the rear lot line, nor closer than seven and one half (7 1/2) feet to any side lot line, except where a side lot line faces a street, in which case no structure shall be placed closer than fifteen (15) feet from a side street lot line; provided that a swimming pool or its enclosure may be constructed to within five (5) feet of a rear lot line. A swimming pool may not be located in the front yard of any Lot. The Declarant or the ARC may alter the front, side, rear and swimming pool set backs as long as such alterations do not conflict with Orange County regulations, any other government regulations, the Deed Restrictions, or Article I hereof.

Section 11.18. Set-Backs - Lakefront Lots. Subject specifically to the Deed Restrictions and Article I hereof, as well as to limitations of each and every recorded Conservation Area Easement, all structures shall be located and positioned on a Lot by Declarant or the ARC. As to each Village, the requirements and restrictions are as follows:

- A. Village One. No structure shall be placed on a Lakefront Lot (i.e. Lots abutting on a lake as reflected on a plat of a portion of the Property) closer than twenty-five (25) feet to the front lot line, nor closer than fifty (50) feet to the rear lot line, nor closer than seven and a half (7 1/2) feet to any side lot line. A swimming pool may not be located in the front yard of any Lot and shall not be located closer than thirty (30) feet to the rear lot line. The Declarant or the ARC may alter the front, side, rear and swimming pool set backs as long as such alterations do not conflict with Orange County regulations, any other government regulations, the Deed Restrictions, or Article I hereof.
- B. Village Two. No structure shall be placed on a Lakefront Lot (i.e. Lots fronting on a lake as reflected on a plat of a portion of the Property) closer than twenty-five (25) feet to the front lot line, nor closer than fifty (50) feet to the rear lot line, nor closer than seven

and a half (7 1/2) feet to any side lot line. A swimming pool may not be located in the front yard of any Lot and shall not be located closer than twenty (20) feet to the rear lot line. The Declarant or the ARC may alter the front, side, rear and swimming pool setbacks as long as such alterations do not conflict with Orange County regulations, any other government regulations, the Deed Restrictions, or Article I hereof.

Section 11.19. Character of Homes. As to each Village, the requirements and restrictions are as follows:

A. Village One.

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- (i) No Residential Unit which is contiguous to Big Sand Lake shall have a square foot area of less than three thousand (3,000) square feet of air conditioned space, exclusive of screened areas, open porches, terraces, patios and garages. No Residential Unit which has a view of Big Sand Lake shall have a square foot area of less than two thousand eight hundred (2,800) square feet of air conditioned space, exclusive of screened areas, open porches, terraces, patios and garages. No Residential Unit which is located in the "interior" of Village One shall have a square foot area of less than two thousand four hundred (2,400) square feet of air conditioned space, exclusive of screened areas, open porches, terraces, patios and garages. The ground floor of each Residential Unit shall have a minimum seventy (70) foot front yard spread. In the case of a two-story or split-level Residential Unit, the ground floor must be no less than two thousand (2,000) square feet of air conditioned space, exclusive of screened areas, open porches, terraces, patios and garages.
- (ii) Each Residential Unit shall have an attached garage sufficient to accommodate three (3) full-size automobiles, except Residential Units on Lots which are ninety-one (91) feet wide (or less) may have garages for two (2) full size automobiles.
- (iii) No projections of any type shall be placed or permitted to remain above any roof of the Residential Unit with the exception of one or more chimneys or vent stacks. No solar collectors shall be visible from any front street.

- (iv) No Residential Unit shall have an exposed structural block, imitation brick, or imitation stone face.
- (v) All Residential Units shall be constructed with solid reinforced concrete, four (4) inches thick driveways (except in the apron area, which shall be solid reinforced concrete, six (6) inches thick), or decorative pavers approved by the ARC.
- (vi) All oil, soft water tanks, well pumps, pool, heater, air conditioner compressors, wood piles or other ancillary or mechanical equipment, shall be suitably screened by landscaping and/or fencing so as not to be visible from any Lot or street. Use of window or wall unit air conditioners is prohibited.
- (vii) All Lots shall have four (4) foot sidewalks and shall be approved by the ARC.
- (viii) All roofs shall be of tile, slate, or cedar shake material, and shall have minimum 7:12 pitch for one-story Residential Units and 6:12 pitch in the case of two-story Residential Units.

B. Village Two.

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- (i) No Residential Unit shall have a square foot area of less than two thousand two hundred (2,200) square feet of air conditioned space, exclusive of screened areas, open porches, terraces, patios and garages. The ground floor of each Residential Unit shall have a minimum sixty (60) foot front yard spread. In the case of a two-story or split-level Residential Unit, the ground floor must be no less than one thousand six hundred (1,600) square feet of air conditioned space, exclusive of screened areas, open porches, terraces, patios and garages.
- (ii) Each Residential Unit shall have an attached garage sufficient to accommodate two (2) full-size automobiles.
- (iii) No projections of any type shall be placed or permitted to remain above any roof of the Residential Unit with the exception of one or more chimneys or vent stacks. No solar collectors shall be visible from any front street.



- (iv) No Residential Unit shall have an exposed structural block, imitation brick, or imitation stone face.
- (v) All Residential Units shall be constructed with solid reinforced concrete, four (4) inches thick driveways (except in the apron area, which shall be solid reinforced concrete, six (6) inches thick), or decorative pavers approved by the ARC.
- (vi) All oil, soft water tanks, well pumps, pool, heater, air conditioner compressors, wood piles or other ancillary or mechanical equipment, shall be suitably screened by landscaping and/or fencing so as not to be visible from any Lot or street. Use of window or wall unit air conditioners is prohibited.
- (vii) All Lots shall have four (4) foot sidewalks and shall be approved by the ARC.
- (viii) All roofs shall be of tile, slate, or cedar shake material, and shall have minimum 7:12 pitch for one-story Residential Units and 6:12 pitch in the case of two-story Residential Units.

C. Village Three.

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- (i) No Residential Unit shall have a square foot area of less than one thousand nine hundred (1,900) square feet of air conditioned space, exclusive of screened areas, open porches, terraces, patios and garages. The ground floor of each Residential Unit shall have a minimum fifty (50) foot front yard spread. In the case of a two-story or split-level Residential Unit, the ground floor must be no less than one thousand two hundred (1,200) square feet of air conditioned space, exclusive of screened areas, open porches, terraces, patios and garages. The maximum percentage of Residential Units permitted below two thousand one hundred (2,100) and two thousand five hundred (2,500) square feet of air conditioned space, exclusive of screened areas, open porches, terraces, patios and garages is as set forth in Exhibit "D" attached hereto. Absent knowledge to the contrary, Owners may rely on a signed statement from the ARC that Residential Units planned for less than two thousand five hundred (2,500) square feet of air conditioned space, exclusive of screened areas, open porches, terraces,

patios and garages, are within the percentages set forth in Exhibit "D".

- (ii) Each Residential Unit shall have an attached garage sufficient to accommodate two (2) full-size automobiles.
- (iii) No projections of any type shall be placed or permitted to remain above any roof of the Residential Unit with the exception of one or more chimneys or vent stacks. No solar collectors shall be visible from any front street.
- (iv) No Residential Unit shall have an exposed structural block, imitation brick, or imitation stone face.
- (v) All Residential Units shall be constructed with solid reinforced concrete, four (4) inches thick driveways (except in the apron area, which shall be solid reinforced concrete, six (6) inches thick), or decorative pavers approved by the ARC.
- (vi) All oil, soft water tanks, well pumps, pool, heater, air conditioner compressors, wood piles or other ancillary or mechanical equipment, shall be suitably screened by landscaping and/or fencing so as not to be visible from any Lot or street. Use of window or wall unit air conditioners is prohibited.
- (vii) All Lots shall have four (4) foot sidewalks and shall be approved by the ARC.
- (viii) All roofs shall be of tile, slate, cedar shake material, or architectural shingles (40 year minimum) and shall have minimum 7:12 pitch for one-story Residential Units and 6:12 pitch in the case of two-story Residential Units.

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Section 11.20. Drainage. No elevation changes shall be permitted which materially adversely affect the surface grade or drainage of or to surrounding property.

Section 11.21. Tree Removal and Landscaping. There shall be no removal of trees or clearing of a Lot until such time as the ARC has approved in writing a general landscape plan for the Lot that designates specifically those existing trees to be retained and preserved on the Lot.

The Owner shall, at his own expense, design and install all landscaping on the Lot in accordance with these provisions. If, at the time construction of a dwelling is

completed, the Owner has not installed said landscaping, the Declarant may, at the expense of the Owner, design and install all landscaping on the Lot, which expense shall constitute an Individual Assessment against the Lot. Future additions or modifications to the landscaping on a Lot must be approved by the ARC.

At the time a Residential Unit is constructed on each Lot, not including grass, the builder shall install plants and shrubs on the Lot which have a minimum fair market value as follows:

Village One	\$5,000.00
Village Two	\$2,500.00
Village Three	\$2,000.00

Handwritten notes and stamps: "12/21/13", "4986", "750", "Change to PL 5450636".

Section 11.22. Accessory Structures. No tent, shack, garage, trailer, barn or other temporary or accessory building shall at any time be erected and used temporarily or permanently as a residence or for any other purpose, except as approved by the ARC, subject to the Deed Restrictions and Article I hereof; provided, however, temporary buildings, mobile homes or field construction offices may be used by Declarant and contractors in connection with construction work.

Section 11.23. Refuse Collection. All trash, garbage or other refuse shall be maintained in a location not visible from the front property line, and shall be placed for pickup not earlier than the evening preceding pickup, and any and all containers for such trash, garbage or refuse shall be returned no later than the evening of the pickup to their normal location. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any property within the Property land if it renders the land or any part thereof unsanitary, unsightly, offensive, or detrimental to the Village or any Lot. Notwithstanding anything contained herein to the contrary, it is understood that Declarant (and any builder designated by Declarant) reserves the right to maintain normal construction debris on any Lot until the certificate of occupancy for a Residential Unit located on such Lot is issued.

Section 11.24. Ordinances. Every Owner, their licensees, guests, invitees and tenants shall at all times abide by all county or other governmental ordinances, including, but not limited to, ordinances with regard to pets, leases, parking and conduct.

Section 11.25. Games and Play Structures. No skateboard or bicycle ramp or similar structure shall be installed or maintained on any portion of any Lot or Residential Unit. All basketball backboards and any other fixed game and play structures shall be located at the rear of the dwelling. Tree houses or platforms of a like kind or nature shall not be constructed on any part of the Lot or Residential Unit without the prior approval of the ARC.

Section 11.26. Declarant's Use. Until Declarant has completed all of the contemplated improvements and closed the sale of all the Lots and Residential Property within the Property subject to the Plan, neither the Owners nor the Association nor the use of the Property shall interfere with the completion of the contemplated improvements and the sale of the Lots, Residential Property, and Residential Units. Declarant may make such use of the unsold Lots, Residential Property, Residential Units and Common Area without any charge as may facilitate such completion and sale, including, but not limited to, use of Lots for parking and the maintenance of sales and/or construction office(s) and trailer(s) as long as such offices are solely for the sale of property within the Property or construction on the Property, notwithstanding anything contained herein to the contrary. There shall be no more than three sales offices. The foregoing shall not prohibit the Declarant and its builders from displaying in such sales and/or construction office(s) marketing materials related to other properties for the sole purpose of demonstrating to potential purchasers of the Property (or portions thereof) that the Declarant is an experienced developer/builder.

Section 11.27. Garage Doors. In order to maintain a harmonious and aesthetic appearance, the garage doors affixed to each structure shall remain closed except when in actual use to allow ingress and egress into the garage and to allow for ventilation when working in the garage. In Village One, on all Lots in excess of ninety-one (91) feet wide all garages must have side or rear entrances and front entry garages are prohibited without the consent of the ARC. In Villages Two and Three (and in Village One where the Lots are 91 feet or less wide) front entry garages are acceptable.

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## ARTICLE XII

### MAINTENANCE OF COMMON AREA, LOTS, AND RESIDENTIAL UNITS

Section 12.1. Maintenance Responsibility, Etc. The responsibility for the maintenance of the Common Area, Lots, and Residential Units within the Property shall be as follows:

- A. Common Area. The Association subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and Maintenance of the Common Area and any improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.
- B. Lots and Residential Units. Each Lot and Residential Unit Owner shall be responsible for the maintenance of his Lot and Residential Unit and right-of-way areas, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements. In the event an Owner fails to maintain the exterior of his Lot or Residential Unit in a good, clean, attractive and sanitary condition, or in the event the Board deems it in the best interest of the Property, then the Association

may provide said maintenance after delivery of twenty-one (21) days written notice to the Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot or Residential Unit as an Individual Assessment. The Association shall have a right and easement in and to the land comprising each Lot and Residential Unit in order to maintain same in accordance with this Article and said right and easement shall be a covenant running with the land as to each Lot and Residential Unit.

- C. Taxes. The Association shall pay all real and personal property taxes and assessments for any property owned by the Association.
- D. Insurance. The Association shall maintain adequate casualty and liability insurance on the Common Area, and fidelity bond coverage as the Association deems necessary.
- E. Conservation Areas: Conservation Buffer Zones. Each Lakefront Lot Owner shall have primary responsibility for compliance with the restrictions referenced in Article XIII below. The Association shall have responsibility for assuring compliance with the restrictions of Article XIII if a Lakefront Owner shall fail to do so, and shall have primary responsibility for the performance of the maintenance and monitoring requirements of the Permits described in Article XIII.

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Section 12.2. Conveyance to Association. Prior to conveyance by Declarant of title to the first Lot, Declarant shall convey the title to the Common Areas owned by Declarant to the Association free and clear of all liens and encumbrances except as set forth in the plat and those reserved and granted herein; provided, however, for as long as Declarant owns any Lot or Residential Unit, Declarant retains an easement for itself, its assigns, agents, invitees and licensees to the extent necessary to complete construction of the Plan or any portion thereof, to show and sell Lots and Residential Units including the unrestricted right to erect signs, and to use the Common Area for ingress and egress and for marketing and sales activities.

### ARTICLE XIII

#### SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT: ENVIRONMENTAL CONSERVATIONS

Section 13.1. Conservation Easement Areas. Pursuant to individual permits issued by the South Florida Water Management District ("SFWMD") with respect to the Property, Declarant has executed and recorded a "Conservation Easement" with respect to those portions of the Property lying lakeward of the SFWMD jurisdictional wetland line. The Conservation Easement Areas shall be subject to the restrictions set forth in such Conservation Easement and it shall be the responsibility of each Lakefront

Lot Owner to comply with each and every such restriction. Activities prohibited within the Conservation Area shall include but are not limited to construction or placing of buildings on or above the ground; dumping or placing of soils or other vegetation, with the exception of exotic/nuisance vegetation removal; excavating, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. In the event that any Lakefront Lot Owner fails to abide by the restrictions set forth in the Conservation Easement and this Article XIII, then after giving the Owner ten (10) days written notice, the Association has the right but not the obligation to go upon the Conservation Easement Area portion of each such Lakefront Lot and to do any thing and perform and furnish any labor necessary or desirable in its judgment to place the Conservation Easement Area in the condition required by the Conservation Easement, all at the expense of the Owner of such Lakefront Lot, which expense shall constitute an Individual Assessment against the Lakefront Lot. Such entry by the Association under the terms of this Section 13.1 shall not be deemed a trespass..

Section 13.2. Maintenance/Monitoring Within Conservation Easement Area. The Association shall have the right and responsibility to monitor, maintain, restore and replant each Conservation Easement Area in accordance with and subject to the terms and conditions of the Permits and for this purpose shall have a right and easement of reasonable access across each and every Lakefront Lot so as to perform the obligations assumed by the Association under the terms of this Section 13.2.

Section 13.3. Delineation of Conservation Buffer Zone. Pursuant to the Permits, there is hereby created a Conservation Buffer Zone for all Lakefront Lots which Conservation Buffer Zone shall have an average depth of 25 feet measured from the SFWMD approved wetland jurisdictional line. The exact area for the Conservation Buffer Zone shall be more particularly shown on each subdivision plat for the Property in accordance with the Permits. In addition to demarcation on the subdivision plat, the Conservation Buffer Zone shall be further identified by the placement of a sign on each Lakefront Lot near the point of intersection between a Lakefront Lot side boundary and the Conservation Buffer Zone. Each Lakefront Lot Owner shall have the responsibility of maintaining, repairing and replacing the signs placed on its Lot, and the Association shall have the right and responsibility to replace such signs at the expense of the Owner of such Lakefront Lot, which expense shall constitute an Individual Assessment against the Lakefront Lot.

Section 13.4. Access Through and Use of the Conservation Buffer Zone. Access by each Lakefront Lot Owner through such Lakefront Lot Owner's portion of the Conservation Buffer Zone to the lakefront will be allowed subject to the terms and conditions of this Article XIII, and further subject to the additional restrictions for access across the Conservation Easement Area as set forth in the recorded Conservation Easement as described in Section 13.1 above

Section 13.5 Prohibited Uses Within Conservation Buffer Zone. The following activities and uses are expressly prohibited within the Conservation Buffer Zone, except as expressly otherwise provided in this Section 13.5:

- a. constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- b. dumping or placing soil or other substances or materials, landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- c. removing or destroying trees, shrubs or other vegetation.
- d. excavating, removing loam, peat, gravel, muck, soil, rock or other material substances in such a manner as to affect the surface.
- e. surface use except for the purposes that permit the land and water area to remain predominantly in its natural condition.
- f. activities detrimental to water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

Subject to all applicable Permitting requirements, the restrictions set forth in this Article 13 shall not preclude the following specific activities by each Lakefront Lot Owner within its portion of the Conservation Buffer Zone: the erection of fences or the creation of nature trails and jogging trails which do not obstruct ground water flow; the construction of boardwalks and gazebos; the creation of picnic areas; the planting of native vegetation which is compatible with the existing natural condition (provided however that in no event will sodding nor fertilizing be allowed within the Conservation Buffer Zone); and the construction and maintenance of irrigation utility lines.

Section 13.6 Enforcement. In addition to the enforcement of the Permit conditions and the provisions of this Article XIII by SFWMD, the Association shall be empowered to enforce the restrictions set forth in this Article XIII.

Section 13.7 Mitigation/Monitoring Easement. The Declarant is the grantee of certain easements and restrictions pursuant to a "Grant and Declaration of Mitigation/Monitoring Easement" recorded contemporaneously with this Declaration (the "Mitigation/Monitoring Easement"). The Declarant hereby assigns all of its rights and powers of enforcement under the Mitigation/Monitoring Easement to the Association, reserving to itself the same rights and powers of enforcement which maybe exercised on a mutual non-exclusive basis by the Association and the Declarant. The Declarant shall have primary responsibility for the initial creation of all wetland mitigation areas in accordance with the requirements of the Permit and the Association shall have responsibility for maintenance and monitoring and enforcement with respect to all Mitigation/Monitoring and Buffer Areas covered by the

Mitigation/Monitoring Easement. If and when the Additional Property is brought under the terms of this Declaration, the rights and responsibilities, easements and restriction set forth in Sections 13.1 through 13.6 shall apply to all portions of the Additional Property which are encumbered by any recorded Conservation Easement or Conservation Buffer Zone.

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ARTICLE XIV

REMEDIES

Section 14.1. Enforcement. The Association, any Owner, or Dr. Phillips, Inc. (or any one or more of them), their successors and assigns, shall have the right to enforce, by proceeding at law or in equity, whether in an action for damages, injunctive relief or both, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. The remedies contained in this section shall be cumulative of all other remedies provided in the Declaration and legally available. Failure by the Association, any Owner, or Dr. Phillips, Inc. to enforce any covenant or restriction herein contained however long continued, shall in no event be deemed a waiver of the right to do so thereafter. Should the Association, any Owner, or Dr. Phillips, Inc. (or any one or more of them) find it necessary or elect to employ an attorney or institute legal action against any Owner (a "Defaulting Owner") to enforce any provision hereof, the Defaulting Owner shall pay all costs in connection with such action, including court costs and reasonable attorneys' fees for pretrial, trial, and appellate proceedings. In addition to the enforcement provisions provided herein, the Association is hereby granted an easement over the Lot or Residential Unit or Residential Property of each Owner for the purpose of enforcing the provisions herein, and may go upon the Lot or Residential Unit or Residential Property of said Owner to remove or repair any violations of these provisions. Further, Dr. Phillips, Inc., its officers, agents, and representatives, are hereby granted the right to come upon the Common Area of the Property to inspect the Property for the purpose of determining compliance with this Declaration and the Deed Restrictions. Dr. Phillips, Inc., its officers, agents, and representatives are also granted the right to inspect the records of the Association, the ARC, and other appropriate entities for the same purpose. Whenever any right is given to Dr. Phillips, Inc. in this Declaration, that right may be exercised by the successors and assigns of Dr. Phillips, Inc.

Section 14.2. Violations. Whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of this Declaration, the Association shall have the right, but not the obligation, after notice to the Owner of any violation and the Owner's failure to cure the same within twenty-one (21) days, to enter upon the property where such violation exists and summarily to abate or remove the same, all at the expense of the Owner of such property, which expense shall become an Individual Assessment and shall be payable by such Owner to the Association as herein provided. Such entry and abatement or removal shall not



be deemed a trespass or make the Association liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

Section 14.3. Fines. In addition to and not in limitation of the rights of collection stated in Article VII above, if any installment of an Assessment is not paid within fifteen days after the due date, the Board of Directors of the Association may impose a fine on the Lot or Residential Unit for which the Assessment was not paid (and the fine shall also be the personal obligation of the Owner). The fine shall be imposed by the Board at a duly called meeting in accordance with the Bylaws of the Association, and notice of the fine shall be sent to the Owner by certified mail, return receipt requested, postage prepaid. The Owner may appeal the fine to the Board in accordance with reasonable procedures prescribed by the Board from time to time. The determination of the Board with respect to any such appeal shall be final.

## ARTICLE XV

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### GENERAL PROVISIONS

Section 15.1. Approvals. Wherever in the Declaration the consent or approval of Declarant is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until and after a request in writing seeking the required approval has been submitted to and approved in writing by Declarant. In the event Declarant fails to act on any such written request within thirty (30) days after the same has been submitted to Declarant, the consent or approval of Declarant to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the provisions of the Declaration, the Deed Restrictions, or Article I hereof.

Except as to the obligation to join in plats as is provided herein and in the Deed Restrictions, as to any right given to Dr. Phillips, Inc. hereunder, Dr. Phillips, Inc. shall have the right in its reasonable discretion, but not the obligation, to exercise or decline to exercise that right, but only during the period Dr. Phillips, Inc. has the right.

Section 15.2. Assignments. Subject specifically to the Deed Restrictions and Article I hereof, Declarant shall have the sole and exclusive right at any time to transfer and assign to any person, firm or corporation, including, but not limited to, the Association, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by Declarant by any part or paragraph of the Declaration or under the provisions of the plat of any portion of the Property subject to the Plan. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots and Residential Units. Nothing herein contained, however, shall be

construed as conferring any rights, powers, easements, privileges, authorities or reservations in such a committee, except in the event aforesaid. None of the provisions of this section shall apply to or affect the provisions of Article IV.

Section 15.3. Declarant's Rights. Prior to turnover of control as provided for in Article XVI, subject specifically to the Deed Restrictions and Article I hereof, Declarant reserves and shall have the right:

- A. To modify and amend this Declaration without acquiring the approval or joinder of any other Owner or mortgagee, provided, however, Declarant may not amend this Declaration in any way which would limit the rights of Dr. Phillips, Inc. set forth herein, without the prior written approval of Dr. Phillips, Inc.
- B. Subject to the Deed Restrictions and Article I hereof, to amend, modify or grant exceptions or variances from any of the use restrictions set forth in Article XI of this Declaration without notice to or approval by other Owners or mortgagees. Subject to the Deed Restrictions and Article I hereof, all amendments, modifications, exceptions or variances increasing or reducing the minimum square footage of dwellings, pertaining to fence size, or pertaining to the location of structures on a Lot shall be within the authority and right of the Declarant under this subsection.
- C. To amend the Declaration for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other Owner or mortgagee provided, however, Declarant may not amend this Declaration in any way which would limit the rights of Dr. Phillips, Inc. set forth herein, without the prior written approval of Dr. Phillips, Inc.
- D. To include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants and restrictions applicable to the Property which do not lower the standards of this Declaration provided, however, Declarant may not amend this Declaration in any way which would limit the rights of Dr. Phillips, Inc. set forth herein, without the prior written approval of Dr. Phillips, Inc.
- E. Subject to Section 11.26, the Declarant shall be entitled to use any unsold Lot or Residential Unit or Residential Property as an aide in selling Lots or as a sales office, construction office, or parking lot, and shall further be allowed to place on the Property signs advertising the sale of Lots and Residential Units, construction trailers and a maximum of three sales trailers, the latter of which shall be deemed to be the three sales offices permitted under the provisions of this Declaration. Additionally, Class B Members and Class C Members may use model homes for sales offices.

The Declarant shall further have the right to complete construction of all improvements to the Common Area contemplated by its development plan and to transact, on that portion of the Property subject to the Plan, any business to consummate the sale of Lots and Residential Units, and all sales office and model furniture shall not be considered Association property and shall remain the property of the Declarant (or the builders, as applicable).

Section 15.4. Additional Covenant. No Owner, without the prior written approval of Declarant (or the Association as successor to the Declarant), may impose any additional covenants or restrictions on any part of the Property. Any additional covenants will be subject to the Deed Restrictions and Article I hereof.

Section 15.5. Amendment and Termination by Association. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the commencement of any extension period, an instrument in writing executed by the Owners representing seventy-five percent (75%) of the votes has been recorded in the Public Records of Orange County, Florida which instrument may change, amend, modify, waive or extinguish in whole or in part, as to all or any part of the Property, the provisions of the Declaration. Any Amendment must be recorded in the Public Records of Orange County, Florida.

Notwithstanding anything contained in this Section 15.5 to the contrary, no amendment pursuant to this Section 15.5 which in any way alters, changes, limits, diminishes or otherwise affects any Institutional Lender's position, right or equity as mortgagee of any Lot or Residential Unit shall be effective without the joinder of the Institutional Lender.

Section 15.6. Amendments Relating to Water Management Facilities. Neither Article XIII of this Declaration or any other provision of this Declaration relating to operation and maintenance of the stormwater drainage and retention system on the Property may be amended without the prior approval of the SFWMD and Dr. Phillips, Inc.

Section 15.7. Severability. Invalidation of any one of these covenants or restrictions by court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 15.8. Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 15.9. Conflicts. In the case of any conflict between the Declaration, the Articles of Incorporation or the Bylaws of the Association, the Declaration shall control.

Section 15.10. Underground Wires. No lines or wires for communication or the transmission of electrical current shall be constructed, placed or permitted to be placed on Property unless the same shall be underground, or unless specifically permitted in writing by the ARC.

Section 15.11. MSTU's. The County may permit or require Declarant to form one or more municipal service tax units (hereinafter "MSTU") for any one or more of the following purposes: (i) maintenance and operation of street lights that will be installed on the Property or (ii) maintenance of the stormwater drainage and retention systems on the Properties. All Lots and Residential Units shall be encompassed within any such MSTU and shall be subject to the restrictions, limitations and tax assessments as may be imposed upon the property within any such MSTU. All Owners shall be bound by any agreement or Orange County Commission resolution creating a MSTU and all Owners shall join in and execute any instrument which may be required in connection with the establishment of a MSTU.

Section 15.12. Maintenance of Landscaping to Right-of-Way and Water's Edge. Any Owner within the Property that owns or has the maintenance responsibility for property adjoining any public right of way or water body shall maintain the landscaping to the public right of way or water's edge regardless of the property boundaries on the plat. >

Section 15.13. Cable Television. The Declarant (or its successor or assigns) shall have the right, but not the obligation, to install a cable television system providing cable television entertainment, business and safety services. In connection with the installation, maintenance and operation of such systems the Declarant reserves access, installation and service easements over, across and under Common Property and all Lots and Residential Units necessary to provide such cablevision services to all Members; provided, however, such easements shall be reasonably located by the Declarant so as not to unreasonably impair the value or use of any Lot or Residential Unit.

Section 15.14. Stormwater. The County has required Declarant to install a stormwater drainage and retention system within the boundaries of the Property. No structure, fence or landscaping that interferes with the flow or retention of stormwater shall be permitted and no refuse shall be placed upon or allowed to remain on any part of any Lot or Residential Unit within any easement area for stormwater drainage or retention, and the stormwater drainage and retention areas, including drainage swales or retention ponds, shall not be filled or otherwise changed so as to alter or block the flow or the quantity of water. The Association shall be responsible for the operation and maintenance of the stormwater drainage and retention system for the Property, and shall maintain such stormwater drainage and retention system in accordance with

all County and SFWMD requirements; provided, however, Owners of Lots or Residential Units within which any easement for stormwater drainage or retention lines are located shall be responsible for the maintenance of such areas to permit the flow and retention of water in accordance with the stormwater drainage and retention system plan required and approved by the County and the SFWMD. If any Owner shall fail to comply with any part or all of the restrictions contained in this Section, the Association shall notify the Owner in writing, shall have the right to correct such failure to comply herewith, and to assess and collect the cost thereof and shall have a lien upon the Lot or Residential Unit upon which the work was performed.

Section 15.15. Time Shares. No Lot or improvement thereon shall be owned or used in multiple or time share ownership requiring registration pursuant to the provisions of Chapter 721 of the Florida Statutes, as amended from time to time.

Section 15.16. Common Area Agreements. The Association shall have the specific power to enter into agreements with Declarant, its successors or assigns, respecting the joint use and/or maintenance of Common Areas; provided however, Declarant shall not enter into any such agreements prior to February 28, 1998 without the written consent of Dr. Phillips, Inc.

Section 15.17. Dissolution of Association. Subject to the written consent of Dr. Phillips, Inc., until February 28, 1998, but not thereafter, in the event of a permanent dissolution of the Association, (i) all assets of the Association shall be conveyed to a non-profit organization with similar purposes and acceptable to the SFWMD, or (ii) all Association assets may be dedicated to Orange County, Florida or any applicable municipal or other governmental authority. Said successor non-profit organization or governmental entity shall pursuant to this Declaration provide for the continued maintenance and upkeep of the Common Area, including without limitation the stormwater drainage and retention system, the Properties and such other property as may be contemplated herein.

Section 15.18. Condemnation. Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Voting Members representing at least two-thirds (2/3) of the total Association vote and the Declarant, as long as the Declarant owns any Property which may become subject to this Declaration) by any authority having the power of condemnation or eminent domain, each Owner and Dr. Phillips, Inc. shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property which is or may become subject to this Declaration, and Voting Members representing at least seventy-five percent (75%) of the total vote of each voting class of the Association shall otherwise agree, the

Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

Section 15.19. Indemnification/Exculpation. In addition to and not in limitation of any exculpation or indemnification of any Association director or officer, or member of the ARC, as set forth herein, the Association shall indemnify, defend and hold harmless 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, or a member of the ARC or consultant, advisor or attorney thereof, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the court shall deem proper. In addition thereto, the Association shall indemnify and hold harmless Dr. Phillips, Inc., its past, present, and future officers, directors, representatives, agents, and employees, its successors and assigns ("Phillips"), from any and all claims, demands, damages, penalties, causes of actions, suits, proceedings, or other matters arising out of or related to this Declaration or any actions taken by or not taken by Phillips. No entity, including the Association, the Board, the ARC, or any Owner, shall have any cause of action for damages or otherwise, except specific performance, against Phillips relating to this Declaration or the Property.

Section 15.20. Plan and Chart. Notwithstanding anything in this Declaration to the contrary, Declarant shall not change the Plan attached hereto as Exhibit "C", for a period of thirty (30) years, without the written consent of Dr. Phillips, Inc. Similarly, for a period of thirty (30) years, Declarant shall permit development only in accordance with the parameters set forth in the chart attached to this Declaration as Exhibit "D", unless Dr. Phillips, Inc. otherwise consents in writing.

ARTICLE XVI

TURNOVER



Section 16.1. Time of Turnover. The Turnover of the Association by the Declarant shall occur at the time as specified in Section 4.2 hereof.

Section 16.2. Procedure of Calling Turnover Meeting. No more than sixty (60) days and no less than thirty (30) days prior to the turnover meeting, the Association shall notify in writing all Class A, Class B and Class C Members and Dr. Phillips, Inc. of the date of the turnover meeting and its purpose, which is the election of a new Board.

Section 16.3. Procedure for Meeting. The procedures for the election and turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

Section 16.4. Declarant's Rights. For as long as the Declarant shall own any of the Properties, it shall have the right to appoint one (1) member of the Board. Dr. Phillips, Inc. shall have the right, but not the obligation, until February 28, 1998 and not thereafter, to appoint one (1) member to the Board.

ARTICLE XVII

REQUIREMENTS FOR GATED COMMUNITIES

Notwithstanding anything herein to the contrary, the following additional covenants, restrictions and requirements shall apply to the Properties, each Lot and Residential Unit therein and all Owners thereof:

Section 17.1. Dedication of Streets and Tracts to County. Subject specifically to the Deed Restrictions and Article I hereof, no Tracts as reflected on the plat(s) of the Property shall be dedicated to the County for the purpose of the assumption of maintenance responsibilities, nor shall any party seek such dedication, unless all Owners of Lots and Residential Units within the Properties have previously approved such dedication and provided their written consent thereto.

Section 17.2. Reserve Accounts. In addition to all other Assessments as provided herein, the Association shall levy an additional assessment, in order to collect, in advance, sufficient funds to pay for periodic major maintenance of all streets shown on the recorded plats of the Property from time to time ("Streets") as shown on the Plat (the "Special Road Reserve Assessment"). Commencing on January 1 of the year following the year of recordation of this Declaration, the Association shall collect from each Class A Member the Special Road Reserve Assessment in the amount of FIFTY AND NO/100 DOLLARS (\$50.00) per year, which upon receipt the Association shall deposit into the special reserve account at a financial institution with offices in Orange



County, Florida (the "Special Reserve Account"). The initial Special Road Reserve Assessment shall be paid upon conveyance of each Lot or Residential Unit by Declarant or a Class B Member to a Class A Member. Thereafter, the Special Road Reserve Assessment shall be paid as and when all other Assessments are levied and paid. All sums deposited in the Special Reserve Account, together with interest accrued thereon, may only be utilized by the Association for maintenance of the Streets. At such time as the sums held in the Special Reserve Account reach Seventy-Two Thousand One Hundred and No/100 Dollars (\$72,100.00) (the "Maximum Required Amount"), no further Special Road Reserve Assessments shall be required, unless and until the remaining balance in the Special Reserve Account declines below the maximum required amount, whereupon a portion of subsequent Assessments shall be deposited in the Special Reserve Account until the Special Reserve Account again contains the Maximum Required Amount. Such subsequent assessments, which shall constitute a Special Road Reserve Assessment, shall be in an amount sufficient when collected over several years (not to exceed ten (10) years), to increase the Special Reserve Account to the maximum required amount prior to the next scheduled major road maintenance and repaving. On an annual basis, the financial institution maintaining the Special Reserve Account shall submit to the County sufficient information to confirm the existence of such Special Reserve Account and the amount of the funds contained therein.

Section 17.3. Annual Inspection. The Association shall retain a Florida registered engineer who, using good engineering practices, shall annually inspect the Streets and review the maintenance thereof. In the event such registered engineer determines there are any needed repairs, such repairs shall be commenced by the Association within sixty (60) days following its receipt of the final engineering report of the registered engineer. Such repairs shall be completed as expeditiously thereafter as reasonably possible. Copies of the registered engineer's written report shall be submitted to the County within fifteen days following delivery of such written report to the Association.

Section 17.4. Resurfacing of Streets. The Association shall resurface the Streets no less than every twelve (12) years, unless the County Engineering Department, in its discretion, determines that any such repaving may be delayed, and then delayed only for such period.

Section 17.5. Notice of Private Road Assessments and Reserve Accounts. All contracts for sale of Lots and Residential Units within the Properties, whether sold by Declarant or any other party, shall include the following notice:

\* Prospective purchasers of all Lots and Residential Units within Phillips Landing, Dr. Phillips, Florida are hereby notified that the private roads, existing and to be constructed in Phillips Landing must be maintained, resurfaced and repaired by the Association as more particularly described in the Declaration of Covenants, Conditions, Restrictions, Easements and



Reservations for Phillips Landing, Dr. Phillips, Florida as recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Orange County, Florida (the "Declaration"). All Owners of Lots and Residential Units in Phillips Landing must pay assessments to be imposed by an Association of Owners as provided in the Declaration. The Assessments will, in part, be placed into a separate reserve account in order to create a reserve sufficient to repave all roads in the platted subdivision every twelve (12) years, but no more than \$72,100.00 shall be retained in the reserve account. The Association shall annually have the private roads inspected by a registered engineer and shall repair any deficiencies noted by such engineer using the reserve funds. This notice shall be included in each sales contract and/or resale contract relating to the sale or resale of a Lot or Residential Unit in Phillips Landing as appropriate.

**Section 17.6. Indemnification Regarding Maintenance and Reconstruction.** The Declarant [but only to the extent and limited to (i) the time during which, and (ii) the proportional share to which, the Declarant has an ownership interest in the Streets] and the Association hereby expressly hold the County harmless from and indemnify the County against any cost of maintenance and reconstruction of, or tort liability related to or stemming from, the Streets.

**Section 17.7. No Discounting of Taxes.** Declarant hereby notifies all subsequent purchasers of any portion of the Properties, including all Lots thereon, no owner of any Lot shall receive any discount in payment of ad valorem real property taxes or any other taxes due and owing to the County based upon the private ownership and maintenance of the Streets and stormwater drainage and retention system within Phillips Landing, Dr. Phillips, Florida.

**Section 17.8. Defaults.** In the event of any default in the requirements of this Article XVII, the County, at its option, shall first provide written notice thereof to Declarant and the Association. If the stated default is not cured within twenty (20) days after receipt by Association and Declarant of such written notice, or if such default may not reasonably be cured within such twenty (20) day period, if Association or Declarant do not commence to cure such default within such twenty (20) day period and diligently continue to cure such default thereafter, then the County may remove the gates located at the entrance of the Properties on Street A, in addition, upon dedication of the Streets, may assume responsibility for maintenance, using available Association revenues, or if none are available or are insufficient, other financing methods as the County may elect.

**Section 17.9. County Approval.** Notwithstanding anything herein to the contrary, this Article XVII shall not be amended without the consent of the County.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered in the presence of:

INTRAM/PARK SQUARE JOINT VENTURE  
By: PARK SQUARE BRISTOL, INC., a Florida corporation, as General Partner

Catherine Brown  
Name: CATHERINE BROWN

By: [Signature]  
Name: Anil Deshpande  
Title: President

Michael Ryan  
Name: Michael Ryan

OR 34 4986 765  
Orange Co FL 3450636

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November, 1995 by Anil Deshpande as President of PARK SQUARE BRISTOL, INC., a Florida corporation, as General Partner of INTRAM/PARK SQUARE JOINT VENTURE, a Florida joint venture, on behalf of the joint venture. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

[Signature]  
Notary Public  
Name: Michael Ryan  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



MICHAEL RYAN  
MY COMMISSION # CC328998 EXPIRES  
October 31, 1997  
BONDED THRU TROY FAIR INSURANCE, INC.

(SEAL)  
MICHAEL RYAN  
MY COMMISSION # CC328998 EXPIRES  
OCTOBER 31, 1997  
BONDED THRU TROY FAIR INSURANCE, INC.



A portion of Section 3, Township 24 South, Range 28 East and Section 34, Township 23 South, Range 28 East, Orange County, Florida, described as follows:

**BEGIN** at the northeast corner of said Section 3; thence run S 00°50'57" W, along the east line of the Northeast 1/4 of said Section 3, a distance of 863.58 feet; thence run N 89°09'03" W, a distance of 1768.92 feet; thence run S 32°58'21" W, a distance of 314.92 feet; thence run S 72°50'35" W, a distance of 88.89 feet; thence run S 35°40'55" W, a distance of 137.56 feet; thence run N 56°21'38" W, a distance of 219.82 feet; thence run N 56°46'54" W, a distance of 50.36 feet; thence run N 54°19'05" W, a distance of 132.00 feet; thence run S 88°41'52" W, a distance of 230.20 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 425.00 feet and a central angle of 04°46'17"; thence on a chord bearing of S 08°59'13" W, run 35.39 feet along the arc of said curve to a point; thence run N 78°37'38" W, a distance of 182.00 feet; thence run S 20°43'16" W, a distance of 78.94 feet; thence run S 43°20'24" W, a distance of 62.75 feet; thence run S 77°02'54" W, a distance of 67.54 feet; thence run N 90°00'00" W, a distance of 229.10 feet; thence run N 00°24'18" W, a distance of 32.24 feet; thence run N 13°23'08" E, a distance of 37.14 feet; thence run N 37°10'31" W, a distance of 112.00 feet; thence run S 55°18'39" W, a distance of 14.11 feet to a point of curvature of a curve, concave northwesterly, having a radius of 325.00 feet and a central angle of 18°02'37"; thence run southwesterly, along the arc of said curve, a distance of 102.35 feet to a point; thence run N 16°38'44" W, a distance of 165.00 feet; thence run N 62°10'07" E, a distance of 65.90 feet; thence run N 53°53'33" E, a distance of 69.11 feet; thence run N 44°14'07" E, a distance of 15.02 feet; thence run N 30°11'51" E, a distance of 62.97 feet; thence run N 07°44'13" E, a distance of 65.76 feet; thence run N 01°02'35" E, a distance of 161.50 feet; thence run N 05°11'38" E, a distance of 73.37 feet; thence run N 09°40'01" E, a distance of 83.46 feet; thence run N 15°00'38" E, a distance of 79.28 feet; thence run N 12°48'23" W, a distance of 65.07 feet; thence run N 04°21'26" E, a distance of 52.33 feet; thence run N 12°48'23" W, a distance of 78.72 feet; thence run N 41°15'55" W, a distance of 61.35 feet; thence run S 59°21'12" W, a distance of 78.47 feet; thence run S 53°07'53" W, a distance of 111.49 feet; thence run S 29°44'29" W, a distance of 111.49 feet; thence run S 13°23'39" W, a distance of 86.07 feet; thence run S 88°07'06" W, a distance of 107.07 feet; thence run N 06°14'38" W, a distance of 225.00 feet; thence run N 11°37'59" E, a distance of 61.39 feet; thence run N 47°23'13" E, a distance of 61.39 feet; thence run N 24°44'10" W, a distance of 115.00 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 215.00 feet and a central angle of 25°25'05"; thence on a chord bearing of S 52°33'18" W, run 95.38 feet along the arc of said curve to a point; thence run N 50°09'14" W, a distance of 50.00 feet to a point on a non-tangent curve, concave westerly, having a radius of 25.00 feet and a central angle of 74°49'27"; thence on a chord bearing of N 02°26'02" E, run 32.65 feet along the arc of said curve to a point; thence run N 89°31'23" W, a distance of 198.54 feet to a point on the east right-of-way line of Apopka-Vineland Road, as recorded in Official Records Book 4915, Page 657 of the Public Records of Orange County, Florida; thence along said east right-of-way line the following courses and distances; thence run N 00°40'41" W, a

distance of 270.80 feet; thence run N 02°45'20" E, a distance of 50.09 feet; thence run N 04°06'42" W, a distance of 50.09 feet; thence run N 00°40'41" W, a distance of 250.00 feet; thence run N 01°36'45" E, a distance of 100.08 feet; thence run N 00°40'41" W, a distance of 100.00 feet; thence run N 04°29'32" W, a distance of 60.13 feet; thence run N 00°40'41" W, a distance of 457.75 feet;; thence run S 82°00'50" E, a distance of 136.00 feet; thence run N 07°52'11" E, a distance of 700.65 feet; thence run N 82°17'13" W, a distance of 132.59 feet; thence run N 19°35'17" E, a distance of 56.26 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 1938.18 feet and a central angle of 08°35'06"; thence on a chord bearing of N 24°07'43" E, run 290.41 feet along the arc of said curve to a point; thence run N 33°24'12" E, a distance of 96.83 feet; thence run N 35°40'58" E, a distance of 96.50 feet; thence run N 32°36'22" E, a distance of 96.50 feet; thence run N 28°05'29" E, a distance of 58.90 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 1942.18 feet and a central angle of 09°00'26"; thence on a chord bearing of N 43°13'36" E, run 305.32 feet along the arc of said curve to the point of tangency thereof; thence run N 47°43'49" E, a distance of 89.28 feet; thence run S 42°13'06" E, a distance of 32.34 feet; thence run N 47°47'04" E, a distance of 283.23 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 1532.39 feet and a central angle of 09°34'29"; thence on a chord bearing of N 42°57'06" E, run 256.08 feet along the arc of said curve to a point on a non-tangent curve, concave northwesterly, having a radius of 608.41 feet and a central angle of 01°20'57"; thence on a chord bearing of N 61°01'35" E, run 14.33 feet along the arc of said curve to a point; thence, departing said right-of-way line, run S 00°37'57" W, a distance of 1333.23 feet to a point on the south line of the North 1/4 of the Southwest 1/4 of said Section 34; thence run S 89°13'13" E, along the south line of the North 1/4 of the Southwest 1/4 of said Section 34, a distance of 257.32 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence run S 00°49'26" W, along the east line of the Southwest 1/4 of said Section 34, a distance of 1327.77 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 89°04'00" E, along the north line of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 658.00 feet to the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 00°29'34" W, along the east line of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 664.88 feet to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 88°58'54" E, along the south line of the Southeast 1/4 of said Section 34, a distance of 1985.53 feet to the **POINT OF BEGINNING**.

Containing 163.96 acres, more or less.

-and-

**DRAINAGE AREA**

A portion of Section 3, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of Tract A, "BAY VISTA ESTATES, UNIT 1", according to the plat thereof, as recorded in Plat Book 12, Pages 70 and 71, Public Records of Orange County, Florida; thence run N 89°19'55" E, along the easterly prolongation of the north line of said "BAY VISTA ESTATES, UNIT 1", a distance of 208.79 feet; thence run N 00°40'05" W, a distance of 494.85 feet to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I" as described above, and the **POINT OF BEGINNING**; thence run along said southerly boundary the following five (5) courses and distances; run N 20°43'16" E, a distance of 50.67 feet; thence run S 78°37'38" E, a distance of 182.00 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 425.00 feet and a central angle of 04°46'17"; thence on a chord bearing of N 08°59'13" E, run 35.39 feet along the arc of said curve to a point; thence run N 88°41'52" E, a distance of 230.20 feet; thence run S 54°19'05" E, a distance of 132.00 feet; thence leaving said southerly boundary of "PHILLIPS LANDING - PHASE I", run S 35°40'55" W, a distance of 50.00 feet; thence run N 54°19'05" W, a distance of 110.00 feet; thence run S 80°28'45" W, a distance of 227.80 feet; thence run N 78°37'38" W, a distance of 200.00 feet to the **POINT OF BEGINNING**.

Containing 0.72 acres, more or less.

-and-

**CUL-DE-SAC NO. 1**

A portion of Section 3, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the intersection of the north line of "BAY VISTA ESTATES, UNIT 1", according to the plat thereof, as recorded in Plat Book 12, Pages 70 and 71, Public Records of Orange County, Florida with the east right-of-way line of Apopka - Vineland Road as described in Official Records Book 4915, Page 657, Public Records of Orange County, Florida; thence run N 89°19'55" E, along the north line of said "BAY VISTA ESTATES, UNIT 1" a distance of 568.26 feet; thence run N 00°40'05" W, a distance of 519.02 feet to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I" as described above, and the **POINT OF BEGINNING**, said point being a point on a non-tangent curve, concave northwesterly, having a radius of 325.00 feet and a central angle of 13°21'21"; thence leaving said southerly boundary, on a chord

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bearing of S 80°01'56" W, run 75.76 feet along the arc of said curve to the point of compound curvature with a curve, concave southeasterly, having a radius of 44.00 feet and a central angle of 236°49'13"; thence run northeasterly, along the arc of said curve, a distance of 181.86 feet to the point of reverse curvature with a curve, concave northeasterly, having a radius of 25.00 feet and a central angle of 70°10'34"; thence run southeasterly, along the arc of said curve, a distance of 30.62 feet returning to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I"; thence along said southerly boundary, run S 16°38'44" E, a distance of 50.00 feet to the **POINT OF BEGINNING**.

Containing 0.18 acres, more or less.

-and-

**CUL-DE-SAC NO. 2**

A portion of Section 3, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of Tract A, "BAY VISTA ESTATES, UNIT 1", according to the plat thereof, as recorded in Plat Book 12, Pages 70 and 71, Public Records of Orange County, Florida; thence run N 89°19'55" E, along the easterly prolongation of the north line of said "BAY VISTA ESTATES, UNIT 1", a distance of 405.26 feet; thence N 00°40'05" W, a distance of 504.07 feet to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I", as described above, and the **POINT OF BEGINNING**, said point being a point on a non-tangent curve, concave northwesterly, having a radius of 425.00 feet and a central angle of 09°41'01"; thence leaving said southerly boundary, on a chord bearing of S 16°12'52" W, run 71.83 feet along the arc of said curve to the point of compound curvature with a curve, concave northeasterly, having a radius of 44.00 feet and a central angle of 238°33'50"; thence run northwesterly, along the arc of said curve, a distance of 183.20 feet to the point of reverse curvature with a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 68°14'50"; thence run northeasterly, along the arc of said curve, a distance of 29.78 feet returning to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I"; thence along said southerly boundary, run S 78°37'38" E, a distance of 50.00 feet to the **POINT OF BEGINNING**.

Containing 0.18 acres, more or less.

-and-

**CUL-DE-SAC NO. 3**

A portion of Section 3, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of Tract A, "BAY VISTA ESTATES, UNIT 1", according to the plat thereof, as recorded in Plat Book 12, Pages 70 and 71, Public Records of Orange County, Florida; thence N 89°19'55" E, along the easterly prolongation of the north line of said "BAY VISTA ESTATES, UNIT 1", a distance of 1052.62 feet; thence N 00°40'05" W, a distance of 422.07 feet to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I", as described above and the **POINT OF BEGINNING**; thence along said southerly boundary, run N 72°50'35" E, a distance of 88.89 feet; thence leaving said southerly boundary, run S 57°01'39" E, a distance of 43.21 feet to a point of curvature of a curve, concave northwesterly, having a radius of 44.00 feet and a central angle of 189°02'28"; thence run southwestery, along the arc of said curve, a distance of 145.17 feet to the point of compound curvature with a curve, concave northeasterly, having a radius of 514.00 feet and a central angle of 05°18'02"; thence run northwesterly, along the arc of said curve, a distance of 47.55 feet to the point of reverse curvature with a curve, concave southwestery, having a radius of 500.00 feet and a central angle of 05°28'06"; thence run northwesterly, along the arc of said curve, a distance of 47.72 feet to the **POINT OF BEGINNING**.

Containing 0.21 acres, more or less.

-and-

The Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 34, Township 23 South, Range 28 East, Orange County, Florida.

Also described as follows:

**Begin** at the southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run N 00°49'26" E, along the west line of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34 (and a continuation thereof), a distance of 1327.77 feet to the northwest corner of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 89°14'21" E, along the north line of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 650.31 feet to the northeast corner of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 00°29'34" W, along the east line of Southwest 1/4 of the Northwest 1/4 of the

Southeast 1/4 of said Section 34 (and a continuation thereof), a distance of 1329.77 feet to the southeast corner of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run N 89°04'00" W, along the south line of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 658.00 feet to the *POINT OF BEGINNING*.

Containing 19.954 acres, more or less.



A portion of Section 3, Township 24 South, Range 28 East and Section 34, Township 23 South, Range 28 East, Orange County, Florida, described as follows:

**BEGIN** at the northeast corner of said Section 3; thence run S 00°50'57" W, along the east line of the Northeast 1/4 of said Section 3, a distance of 2637.06 feet to the Southeast corner of the Northeast 1/4 of said Section 3; said point also being a point on the north line of "*SAND LAKE POINT, UNIT 1*" according to the plat thereof, as recorded in Plat Book 20, Pages 69, 70 and 71, Public Records of Orange County, Florida; thence run N 88°56'08" W, along the northerly boundary of said "*SAND LAKE POINT UNIT 1*", a distance of 909.87 feet to a point on the east line of that certain parcel of land described and recorded in Official Records Book 3493, Page 993 and Official Records Book 4075, Page 2801, Public Records of Orange County, Florida; thence run along the east line of said parcel, the following two (2) courses and distances; S 22°51'10" W, a distance of 262.68 feet; thence run S 72°05'57" W, a distance of 326.69 feet to a point on the west line of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 3; thence run S 00°43'19" W, along the west line of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 3, a distance of 312.72 feet to a point on the north line of "*BAY VISTA ESTATES UNIT 3*", according to the plat thereof, as recorded in Plat Book 21, Pages 46 and 47, Public Records of Orange County, Florida; thence run S 77°11'37" W, along the north line of said "*BAY VISTA ESTATES UNIT 3*", a distance of 1354.22 feet to a point on the west line of the Southeast 1/4 of said Section 3; thence run N 00°37'12" E, along the north-south 1/4 section line of said Section 3, a distance of 1622.94 feet to a point on the northeasterly line of "*BAY VISTA ESTATES UNIT 1*", according to the plat thereof, as recorded in Plat Book 12, Pages 70 and 71, Public Records of Orange County, Florida; thence run along the northeasterly line of said "*BAY VISTA ESTATES UNIT 1*", the following two (2) courses and distances; N 46°52'52" W, a distance of 571.12 feet; thence run S 89°19'55" W, a distance of 880.03 feet to a point on the east right-of-way line of Apopka-Vineland Road, as recorded in Deed Book 338, Page 450, Public Records of Orange County, Florida; thence run along the east right-of-way line of Apopka-Vineland Road, the following two (2) courses and distances; N 00°38'03" W, a distance of 1645.07 feet; thence run N 88°53'58" W, a distance of 20.01 feet to a point on the east right-of-way line of Apopka-Vineland Road, as recorded in Deed Book 347, Page 439 of the Public Records of Orange County, Florida; thence continue along said east right-of-way line the following four (4) courses and distances; N 00°40'41" W, a distance of 1469.65 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 1798.82 feet and a central angle of 20°38'00"; thence on a chord bearing of N 09°42'25" E, run 647.79 feet along the arc of said curve to the point of tangency thereof; thence run N 20°01'24" E, a distance of 57.99 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 1880.10 feet and a central angle of 30°56'11"; thence on a chord bearing of N 35°31'24" E, run 1015.15 feet along the arc of said curve to a point on the east right-of-way line of Apopka-Vineland Road, as recorded in Official Records Book 2894, Page 231, Public Records of Orange County, Florida; thence continue along said east right-of-way line the

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following four (4) courses and distances; S 42°13'06" E, a distance of 77.96 feet; thence run N 47°47'04" E, a distance of 283.23 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 1532.39 feet and a central angle of 09°34'29"; thence on a chord bearing of N 42°57'06" E, run 256.08 feet along the arc of said curve to a point on a non-tangent curve, concave northwesterly, having a radius of 608.41 feet and a central angle of 01°20'57"; thence on a chord bearing of N 61°01'35" E, run 14.33 feet along the arc of said curve to a point; thence run S 00°37'57" W, a distance of 1333.23 feet to a point on the south line of the North 1/4 of the Southwest 1/4 of said Section 34; thence run S 89°13'13" E, along the south line of the North 1/4 of the Southwest 1/4 of said Section 34, a distance of 257.32 feet to Southeast corner of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence run S 00°49'26" W, along the east line of the Southwest 1/4 of said Section 34, a distance of 1327.77 feet to Northwest corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 89°04'00" E, along the north line of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 658.00 feet to Northeast corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 00°29'34" W, along the east line of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 664.88 feet to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 88°58'54" E, along the South line of the Southeast 1/4 of said Section 34, a distance of 1985.53 feet to the **POINT OF BEGINNING**.

**Overall Property contains 331.50 acres, more or less.**

**-LESS-**

A portion of Section 3, Township 24 South, Range 28 East and Section 34, Township 23 South, Range 28 East, Orange County, Florida, described as follows:

**BEGIN** at the northeast corner of said Section 3; thence run S 00°50'57" W, along the east line of the Northeast 1/4 of said Section 3, a distance of 863.58 feet; thence run N 89°09'03" W, a distance of 1768.92 feet; thence run S 32°58'21" W, a distance of 314.92 feet; thence run S 72°50'35" W, a distance of 88.89 feet; thence run S 35°40'55" W, a distance of 137.56 feet; thence run N 56°21'38" W, a distance of 219.82 feet; thence run N 56°46'54" W, a distance of 50.36 feet; thence run N 54°19'05" W, a distance of 132.00 feet; thence run S 88°41'52" W, a distance of 230.20 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 425.00 feet and a central angle of 04°46'17"; thence on a chord bearing of S 08°59'13" W, run 35.39 feet along the arc of said curve to a point; thence run N 78°37'38" W, a distance of 182.00 feet; thence run S 20°43'16" W, a distance of 78.94 feet; thence run S 43°20'24" W, a distance of 62.75 feet; thence run S 77°02'54" W, a distance of 67.54 feet; thence run N 90°00'00" W, a distance of 229.10 feet; thence run N 00°24'18" W, a distance of 32.24 feet; thence run N 13°23'08" E, a distance of 37.14 feet; thence run N 37°10'31"

**EXHIBIT "B" TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PHILLIPS LANDING - PAGE 2 OF 7**

W, a distance of 112.00 feet; thence run S 55°18'39" W, a distance of 14.11 feet to a point of curvature of a curve, concave northwesterly, having a radius of 325.00 feet and a central angle of 18°02'37"; thence run southwesterly, along the arc of said curve, a distance of 102.35 feet to a point; thence run N 16°38'44" W, a distance of 165.00 feet; thence run N 62°10'07" E, a distance of 65.90 feet; thence run N 53°53'33" E, a distance of 69.11 feet; thence run N 44°14'07" E, a distance of 15.02 feet; thence run N 30°11'51" E, a distance of 62.97 feet; thence run N 07°44'13" E, a distance of 65.76 feet; thence run N 01°02'35" E, a distance of 161.50 feet; thence run N 05°11'38" E, a distance of 73.37 feet; thence run N 09°40'01" E, a distance of 83.46 feet; thence run N 15°00'38" E, a distance of 79.28 feet; thence run N 12°48'23" W, a distance of 65.07 feet; thence run N 04°21'26" E, a distance of 52.33 feet; thence run N 12°48'23" W, a distance of 78.72 feet; thence run N 41°15'55" W, a distance of 61.35 feet; thence run S 59°21'12" W, a distance of 78.47 feet; thence run S 53°07'53" W, a distance of 111.49 feet; thence run S 29°44'29" W, a distance of 111.49 feet; thence run S 13°23'39" W, a distance of 86.07 feet; thence run S 88°07'06" W, a distance of 107.07 feet; thence run N 06°14'38" W, a distance of 225.00 feet; thence run N 11°37'59" E, a distance of 61.39 feet; thence run N 47°23'13" E, a distance of 61.39 feet; thence run N 24°44'10" W, a distance of 115.00 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 215.00 feet and a central angle of 25°25'05"; thence on a chord bearing of S 52°33'18" W, run 95.38 feet along the arc of said curve to a point; thence run N 50°09'14" W, a distance of 50.00 feet to a point on a non-tangent curve, concave westerly, having a radius of 25.00 feet and a central angle of 74°49'27"; thence on a chord bearing of N 02°26'02" E, run 32.65 feet along the arc of said curve to a point; thence run N 89°31'23" W, a distance of 198.54 feet to a point on the east right-of-way line of Apopka-Vineland Road, as recorded in Official Records Book 4915, Page 657 of the Public Records of Orange County, Florida; thence along said east right-of-way line the following courses and distances; thence run N 00°40'41" W, a distance of 270.80 feet; thence run N 02°45'20" E, a distance of 50.09 feet; thence run N 04°06'42" W, a distance of 50.09 feet; thence run N 00°40'41" W, a distance of 250.00 feet; thence run N 01°36'45" E, a distance of 100.08 feet; thence run N 00°40'41" W, a distance of 100.00 feet; thence run N 04°29'32" W, a distance of 60.13 feet; thence run N 00°40'41" W, a distance of 457.75 feet; thence run S 82°00'50" E, a distance of 136.00 feet; thence run N 07°52'11" E, a distance of 700.65 feet; thence run N 82°17'13" W, a distance of 132.59 feet; thence run N 19°35'17" E, a distance of 56.26 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 1938.18 feet and a central angle of 08°35'06"; thence on a chord bearing of N 24°07'43" E, run 290.41 feet along the arc of said curve to a point; thence run N 33°24'12" E, a distance of 96.83 feet; thence run N 35°40'58" E, a distance of 96.50 feet; thence run N 32°36'22" E, a distance of 96.50 feet; thence run N 28°05'29" E, a distance of 58.90 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 1942.18 feet and a central angle of 09°00'26"; thence on a chord bearing of N 43°13'36" E, run 305.32 feet along the arc of said curve to the point of tangency thereof; thence run N 47°43'49" E, a distance of 89.28 feet; thence run S 42°13'06" E, a distance of 32.34 feet; thence run N 47°47'04" E, a distance of 283.23 feet to a point on

**EXHIBIT "B" TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PHILLIPS LANDING - PAGE 3 OF 7**

December 11, 1995

a non-tangent curve, concave northwesterly, having a radius of 1532.39 feet and a central angle of 09°34'29"; thence on a chord bearing of N 42°57'06" E, run 256.08 feet along the arc of said curve to a point on a non-tangent curve, concave northwesterly, having a radius of 608.41 feet and a central angle of 01°20'57"; thence on a chord bearing of N 61°01'35" E, run 14.33 feet along the arc of said curve to a point; thence, departing said right-of-way line, run S 00°37'57" W, a distance of 1333.23 feet to a point on the south line of the North 1/4 of the Southwest 1/4 of said Section 34; thence run S 89°13'13" E, along the south line of the North 1/4 of the Southwest 1/4 of said Section 34, a distance of 257.32 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence run S 00°49'26" W, along the east line of the Southwest 1/4 of said Section 34, a distance of 1327.77 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 89°04'00" E, along the north line of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 658.00 feet to the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 00°29'34" W, along the east line of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 664.88 feet to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 88°58'54" E, along the south line of the Southeast 1/4 of said Section 34, a distance of 1985.53 feet to the **POINT OF BEGINNING**.

Containing 163.96 acres, more or less.

**-and LESS-**

#### **DRAINAGE AREA**

A portion of Section 3, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of Tract A, "**BAY VISTA ESTATES, UNIT 1**", according to the plat thereof, as recorded in Plat Book 12, Pages 70 and 71, Public Records of Orange County, Florida; thence run N 89°19'55" E, along the easterly prolongation of the north line of said "**BAY VISTA ESTATES, UNIT 1**", a distance of 208.79 feet; thence run N 00°40'05" W, a distance of 494.85 feet to a point on the southerly boundary of "**PHILLIPS LANDING - PHASE I**" as described above, and the **POINT OF BEGINNING**; thence run along said southerly boundary the following five (5) courses and distances; run N 20°43'16" E, a distance of 50.67 feet; thence run S 78°37'38" E, a distance of 182.00 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 425.00 feet and a central angle of 04°46'17"; thence on a chord bearing of N 08°59'13" E, run 35.39 feet along the arc of said curve to a point; thence run N 88°41'52" E, a distance of 230.20 feet; thence run S 54°19'05" E, a distance of 132.00 feet; thence leaving said southerly boundary of "**PHILLIPS LANDING - PHASE I**", run S 35°40'55" W, a distance of 50.00 feet; thence run N

**EXHIBIT "B" TO DECLARATION OF COVENANTS, CONDITIONS AND  
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December 11, 1995

54°19'05" W, a distance of 110.00 feet; thence run S 80°28'45" W, a distance of 227.80 feet; thence run N 78°37'38" W, a distance of 200.00 feet to the **POINT OF BEGINNING**.

Containing 0.72 acres, more or less.

OR 34 4986 33 776  
Orange Co. FL 5450636

-and LESS-

**CUL-DE-SAC NO. 1**

A portion of Section 3, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the intersection of the north line of "BAY VISTA ESTATES, UNIT 1", according to the plat thereof, as recorded in Plat Book 12, Pages 70 and 71, Public Records of Orange County, Florida with the east right-of-way line of Apopka - Vineland Road as described in Official Records Book 4915, Page 657, Public Records of Orange County, Florida; thence run N 89°19'55" E, along the north line of said "BAY VISTA ESTATES, UNIT 1" a distance of 568.26 feet; thence run N 00°40'05" W, a distance of 519.02 feet to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I" as described above, and the **POINT OF BEGINNING**, said point being a point on a non-tangent curve, concave northwesterly, having a radius of 325.00 feet and a central angle of 13°21'21"; thence leaving said southerly boundary, on a chord bearing of S 80°01'56" W, run 75.76 feet along the arc of said curve to the point of compound curvature with a curve, concave southeasterly, having a radius of 44.00 feet and a central angle of 236°49'13"; thence run northeasterly, along the arc of said curve, a distance of 181.86 feet to the point of reverse curvature with a curve, concave northeasterly, having a radius of 25.00 feet and a central angle of 70°10'34"; thence run southeasterly, along the arc of said curve, a distance of 30.62 feet returning to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I"; thence along said southerly boundary, run S 16°38'44" E, a distance of 50.00 feet to the **POINT OF BEGINNING**.

Containing 0.18 acres, more or less.

-and LESS-

**CUL-DE-SAC NO. 2**

A portion of Section 3, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of Tract A, "BAY VISTA ESTATES, UNIT 1", according to the plat thereof, as recorded in Plat Book 12, Pages 70 and 71, Public

**EXHIBIT "B" TO DECLARATION OF COVENANTS, CONDITIONS AND  
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December 11, 1995

Records of Orange County, Florida; thence run N 89°19'55" E, along the easterly prolongation of the north line of said "BAY VISTA ESTATES, UNIT 1", a distance of 405.26 feet; thence N 00°40'05" W, a distance of 504.07 feet to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I", as described above, and the **POINT OF BEGINNING**, said point being a point on a non-tangent curve, concave northwesterly, having a radius of 425.00 feet and a central angle of 09°41'01"; thence leaving said southerly boundary, on a chord bearing of S 16°12'52" W, run 71.83 feet along the arc of said curve to the point of compound curvature with a curve, concave northeasterly, having a radius of 44.00 feet and a central angle of 238°33'50"; thence run northwesterly, along the arc of said curve, a distance of 183.20 feet to the point of reverse curvature with a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 68°14'50"; thence run northeasterly, along the arc of said curve, a distance of 29.78 feet returning to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I"; thence along said southerly boundary, run S 78°37'38" E, a distance of 50.00 feet to the **POINT OF BEGINNING**.

Containing 0.18 acres, more or less.

-and LESS-

**CUL-DE-SAC NO. 3**

A portion of Section 3, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of Tract A, "BAY VISTA ESTATES, UNIT 1", according to the plat thereof, as recorded in Plat Book 12, Pages 70 and 71, Public Records of Orange County, Florida; thence N 89°19'55" E, along the easterly prolongation of the north line of said "BAY VISTA ESTATES, UNIT 1", a distance of 1052.62 feet; thence N 00°40'05" W, a distance of 422.07 feet to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I", as described above and the **POINT OF BEGINNING**; thence along said southerly boundary, run N 72°50'35" E, a distance of 88.89 feet; thence leaving said southerly boundary, run S 57°01'39" E, a distance of 43.21 feet to a point of curvature of a curve, concave northwesterly, having a radius of 44.00 feet and a central angle of 189°02'28"; thence run southwesterly, along the arc of said curve, a distance of 145.17 feet to the point of compound curvature with a curve, concave northeasterly, having a radius of 514.00 feet and a central angle of 05°18'02"; thence run northwesterly, along the arc of said curve, a distance of 47.55 feet to the point of reverse curvature with a curve, concave southwesterly, having a radius of 500.00 feet and a central angle of 05°28'06"; thence run northwesterly, along the arc of said curve, a distance of 47.72 feet to the **POINT OF BEGINNING**.

Containing 0.21 acres, more or less.

**EXHIBIT "B" TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PHILLIPS LANDING - PAGE 6 OF 7**

December 11, 1995

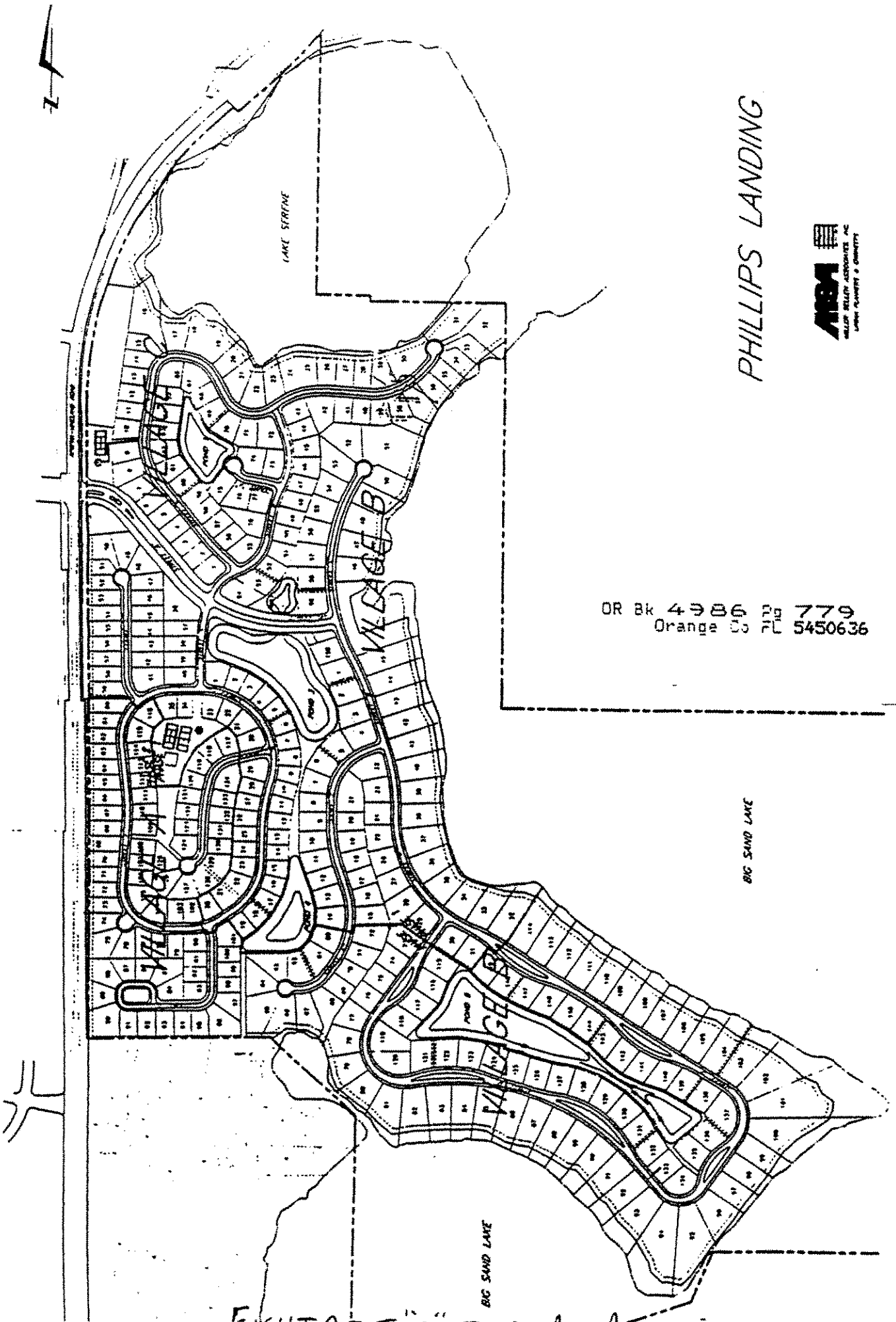
~~-and LESS-~~

The Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 34, Township 23 South, Range 28 East, Orange County, Florida.

Also described as follows:

*Begin* at the southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run N 00°49'26" E, along the west line of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34 (and a continuation thereof), a distance of 1327.77 feet to the northwest corner of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 89°14'21" E, along the north line of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 650.31 feet to the northeast corner of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 00°29'34" W, along the east line of Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34 (and a continuation thereof), a distance of 1329.77 feet to the southeast corner of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run N 89°04'00" W, along the south line of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 658.00 feet to the **POINT OF BEGINNING**.

Containing 19.954 acres, more or less.



PHILLIPS LANDING



OR Bk 4986 Pg 779  
Orange Co Pl 5450636

BIG SAND LAKE

BIG SAND LAKE



	<u>Village One (B)</u>	<u>Village Two (C)</u>	<u>Village Three (A)</u>
Front Set-Back	25'	25'	25'
Rear Set-Back	50' - Lakefront Lots 25' - All Others	50' - Lakefront Lots 25' - All Others	20'
Side Set-Back	7.5'	7.5'	7.5'
Minimum Lot Size	90' x 130' - Interior 110' x 132 - All Others	80' x 120'	75' x 110'
Minimum Living Unit Size of Air Conditioned Space*	2,400' - Interior 2,800' - Lake View 3,000' - Lake Front	2,200' - 100%	1,900' - 25% 2,100' - 50% 2,500' - 25%
Maximum Coverage			38%**
Roofs	Tile	Tile	Architectural Shingle with 40 Year Minimum
Landscape Allowance***	\$5,000.00	\$2,500.00	\$2,000.00
Exterior House Walls	Masonry Block****	Masonry Block****	Masonry Block at First Floor****

\*Air Conditioned Space means exclusive of screened areas, open porches, terraces, patios and garages.

\*\*Air conditioned living space plus garage.

\*\*\*Landscape Allowance excludes cost of St. Augustine grass.

\*\*\*\*Other materials may be specified in Village One and Village Two. ~~For exterior masonry, Masonry Block is not required for architectural treatments, such as bay windows, arches and the like.~~

Record Verified - Martha O. Havn

This instrument was prepared  
by and should be returned to:

Aaron J. Gorovitz, Esquire  
Lowndes, Drosdick, Doster,  
Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, Florida 32801

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF PHILLIPS LANDING**

This First Amendment to Declaration of Covenants, Conditions and Restrictions of Phillips Landing (the "First Amendment") is made and entered into by and between Intram/Park Square Joint Venture, a Florida joint venture, whose address is 5401 Kirkman Road, Suite 725, Orlando, Florida 32819 (the "Declarant").

**WITNESSETH:**

WHEREAS, the Declarant is the owner of certain real property located in Orange County, Florida, described in Exhibit "A" of the Declaration described hereinafter (the "Property"); and

WHEREAS, the Declarant encumbered the Property with that certain Declaration of Covenants, Conditions and Restrictions of Phillips Landing dated December 11, 1995 and

recorded December 11, 1995 in Official Records Book 4986, Page 708, Public Records of Orange County, Florida (the "Declaration"); and

DR Bk 5047 Pg 4303  
Orange Co FL 5592901

WHEREAS, pursuant to the terms of Section 15.3 of the Declaration, Declarant has the right to modify and amend the Declaration, and Declarant desires to do so;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby covenants and agrees as follows:

1. Recitals. The recitals above are true and correct. Capitalized terms herein shall have the meanings in the Declaration.
2. Landscape and Wall Easement. The Declaration is amended to add the following Section 6.9:

Section 6.9. Landscape and Wall Easement. Declarant hereby reserves to itself, and its successors and assigns, and hereby grants to the Phillips Landing Master Community Association, Inc. a perpetual landscape and wall easement in, to, over, under and across those portions of each Lot adjacent to Apopka-Vineland Road which are designated on any recorded Plat as a "landscape and wall easement area". Said easement shall include the right and privilege of Declarant,

its successors and assigns, and representatives and contractors of the Association, from time to time to enter upon the landscape and wall easement area and to construct, install, maintain, repair, remove, replace, alter and provide a wall, landscaping, lighting, landscape irrigation, and related improvements. All such easements shall be of a size and with a location as Declarant in its discretion deems best, but Declarant shall select a location which will not unreasonably interfere with the use of any improvements (including Residential Units) which are or will be located upon the Property. No Owner shall remove, injure, damage or otherwise harm the improvements constructed within the landscape and wall easement area on its Lot; to the extent of any such damages caused by an Owner, the cost of repair or replacement may be the subject of a Special Assessment against the Owner pursuant to Section 7.5 of this Declaration.

The cost of repair, replacement and construction of any improvement within the landscape and wall easement area (other than the initial installation and construction, which shall be the responsibility of the Declarant) shall be deemed to be a common expense, which the Association may include in the calculation of the Annual Assessments under Section 7.4. of this Declaration.

3. Clarification of Section 7.8. The intent of Section 7.8 of the Declaration is that until January 1 of the year immediately following the conveyance of the first Lot or Residential Unit or Residential Property to an Owner other than Declarant, the Annual Assessment shall be

an amount determined by Declarant, but such amount may not exceed \$840.00 per Lot or Residential Unit (provided, however, the maximum Annual Assessment may be higher for a specific Village if so provided in the Notice Village Designation). The Declarant may, at its option, establish the initial Annual Assessment at less than \$840.00 per Lot or Residential Unit.

DR Bk 5047 Pg 4305  
Orange Co FL 5592901

4. Clarification of Names of Villages. The Declaration is amended to add the following Section 15.21:

Section 15.21. Names of Villages. Village One (B) shall be platted under the name "Estates at Phillips Landing, Dr. Phillips, Florida"; Village Two (C) shall be platted under the name "Bay Harbor, Dr. Phillips, Florida"; and Village Three (A) shall be platted under the name "Heritage Bay, Dr. Phillips, Florida".

5. Clarification of Article VIII. The intent of Article VIII of the Declaration is that the senior elected officer of each Village Association, when it serves as Village Representative, shall not cast just one vote, but rather, shall cast all votes attributable to Lots and Residential Units in the Village on all Association matters requiring membership vote, unless otherwise specified in the Declaration or the Bylaws of the Association. Accordingly, each senior elected officer of each Village Association shall not necessarily have the same number of votes to cast.

6. Amendment to Section 11.4. The following shall be added to the end of Section 11.4(A) of the Declaration:

If the Association promulgates a uniform form of "For Sale" sign to be used in the Property, then all Owners shall utilize the uniform form of "For Sale" sign.

OR Bk 5047 Pg 4306  
Orange Co FL 5592901

7. Amendment to Section 11.18A. Section 11.18A of the Declaration is amended to add the phrase "nor within any Conservation Buffer Easement or Conservation Easement Area as described in Article XIII below" after the words "lot line" on the seventh line of Section 11.18A.

8. Amendment to Section 11.21. In Section 11.21 of the Declaration, the phrase "Village One \$5,000.00" is amended to read as follows:

Village One - Lakefront Lots - \$12,000.00

Lakeview Lots - \$10,000.00

Interior Lots - \$ 6,000.00

9. Amendment to Section 11.26. The following paragraph is added at the end of Section 11.26 of the Declaration:

In addition to the foregoing, it is acknowledged that from time to time, in connection with the sale of Residential Units, there will be "open houses" held by realtors, consistent with the norms for open houses in gated communities in Central Florida. Further, it is acknowledged that even after the sale of all the Lots and Residential Property which are subject to the Declaration, builders who

have constructed "spec" homes will invite people to those spec homes for purposes of showing and selling same.

OR Bk 5047 Pg 4307  
Orange Co FL 5592901

10. Amendment to Section 13.1. Section 13.1 is amended to read as follows:

Section 13.1. Conservation Easement Areas. Pursuant to individual permits (the "Permits") issued by the South Florida Water Management District ("SFWMD") with respect to the Property, Declarant has executed and recorded a "Conservation Easement" with respect to those portions of the Property lying lakeward of the SFWMD jurisdictional wetland line. The Conservation Easement Areas shall be subject to the restrictions set forth in such Conservation Easement and it shall be the responsibility of each Lakefront Lot Owner to comply with each and every such restriction. Activities prohibited within the Conservation Area shall include but are not limited to construction or placing of buildings on or above the ground; dumping or placing of soils or other substances such as trash; removal or destruction of trees, shrubs or other vegetation, with the exception of exotic/nuisance vegetation removal; excavating, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. In the event that any Lakefront Lot Owner fails to abide by the restrictions set forth in the Conservation Easement and this Article XIII, then after giving the Owner ten (10) days written notice, the Association has

the right but not the obligation to go upon the Conservation Easement Area portion of each such Lakefront Lot and to do any thing and perform and furnish any labor necessary or desirable in its judgment to place the Conservation Easement Area in the condition required by the Conservation Easement, all at the expense of the Owner of such Lakefront Lot, which expense shall constitute an Individual Assessment against the Lakefront Lot. Such entry by the Association under the terms of this Section 13.1 shall not be deemed a trespass.

OR Bk 5047 Pg 4308  
Orange Co FL 5592901

11. Amendment to Section 13.5. Section 13.5(c) is amended to add at the end, the words "with the exception of exotic/nuisance vegetation removal."

12. Amendment to Section 15.5. The following is added to Section 15.5 of the Declaration:

"Additionally, no amendment to this Declaration shall be made principally by the residents of two Villages, which will not inure to the detriment of the residents of those two Villages but will inure to the detriment of residents of the third Village."

13. Sales Centers. The Declarant, its successors and assigns, may maintain a maximum of three sales centers (one per Village) for the sales of Lot(s) and house(s) within the Property only, so long as Declarant, or any builder, has for sale a Lot and/or house. The



foregoing shall not prohibit the Declarant and the builders from displaying in such sales and/or construction office(s) marketing materials related to other properties for the sole purpose of demonstrating to potential purchasers of the Property (or portions thereof) that the Declarant and/or other builder is an experienced developer/builder. Any right to maintain sales centers shall expire, however, upon the earlier of the last Lot and Residential Unit on the Property being sold, or seven (7) years from the date of recording this First Amendment.

DR Bk 5047 Pg 4309  
Orange Co FL 5592901

14. Amendment of Exhibit C. Exhibit C of the Declaration is deleted in its entirety and is replaced with Exhibit C attached hereto and made a part hereof.

15. Full Force. Except as amended hereby, the Declaration shall remain in full force and effect, strictly in accordance with its terms.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment as of the date and year first above written.

Signed, sealed and delivered  
in the presence of:

Cynthia Parr  
Name: CYNTHIA PARR  
Thomas McKee  
Name: THOMAS MCKEE

INTRAM/PARK SQUARE JOINT VENTURE  
By: PARK SQUARE BRISTOL, INC., a Florida  
corporation, as General Partner  
By: Anil Deshpande  
Name: ANIL DESHPANDE  
Title: PRES.

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24 day of APRIL, 1996 by Anil Deshpande, as President of PARK SQUARE BRISTOL, INC., a Florida corporation, as General Partner of INTRAM/PARK SQUARE JOINT VENTURE, a Florida joint venture, on behalf of the joint venture. He is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

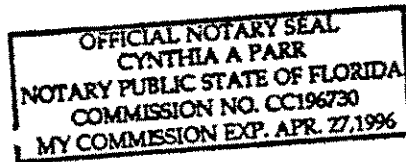
*Cynthia A. Parr*

Notary Public

Name: CYNTHIA A. PARR

Commission No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



CONSENT BY DR. PHILLIPS, INC.

Dr. Phillips, Inc. hereby consents to the above-described First Amendment to Declaration of Covenants, Conditions and Restrictions of Phillips Landing but makes no representations as to any statements contained therein.

DR. PHILLIPS, INC.

Catherine Brown  
Name: CATHERINE BROWN

By: J. A. Hinson  
Name: J. A. Hinson  
Title: President

Maria de Amezola  
Name: Maria de Amezola

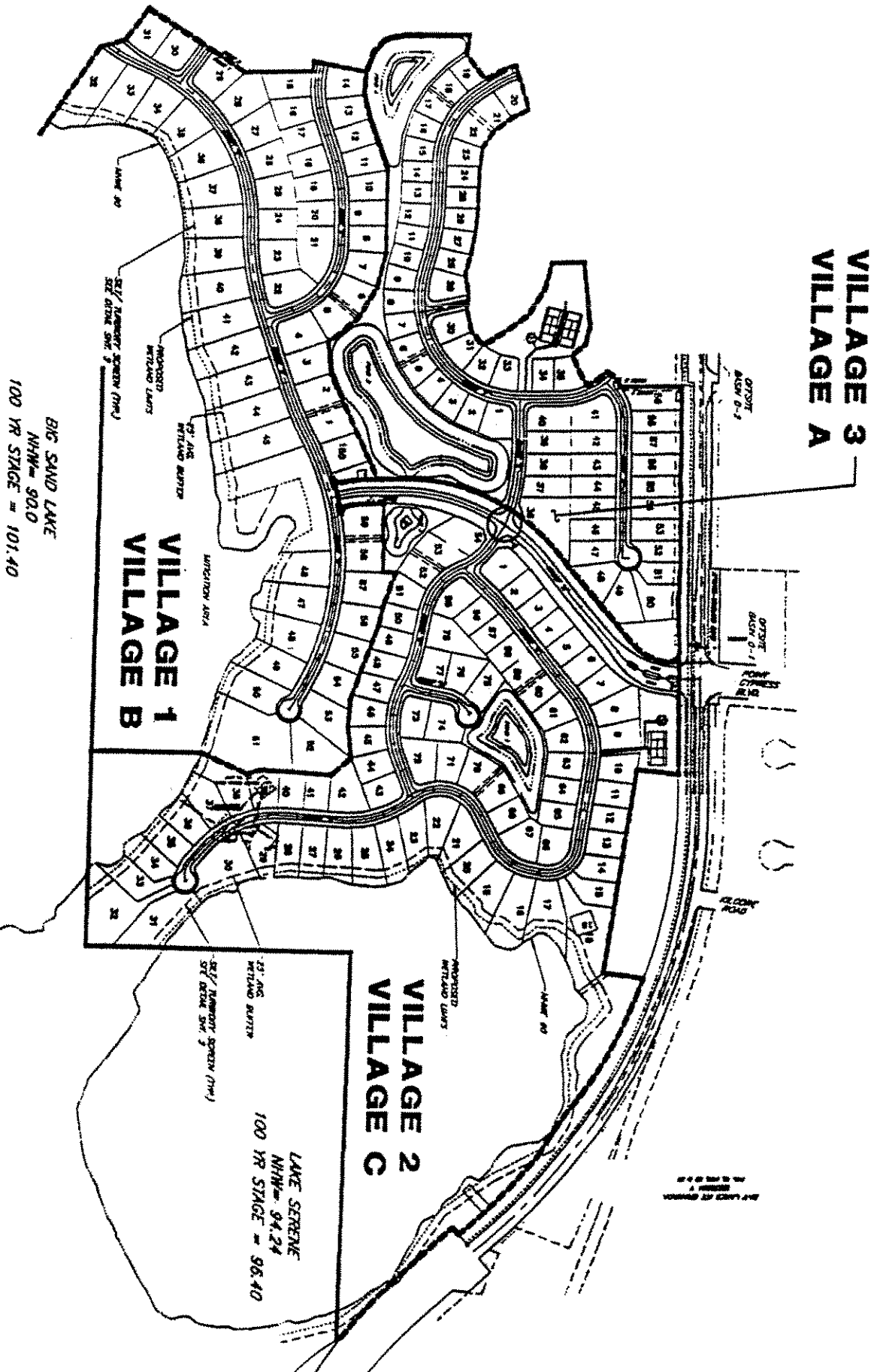
STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 1996 by J. A. Hinson, as Pres. of DR. PHILLIPS, INC., a Florida corporation on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

S. Gail Carmack  
Notary Public  
Name: \_\_\_\_\_  
Commission No: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



S GAIL CARMACK  
My Commission CC478307  
Expires Jul. 30, 1999  
Bonded by HAI  
800-422-1556



This instrument was prepared  
by and should be returned to:

Michael Ryan, Esquire  
Lowndes, Drosdick, Doster,  
Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, Florida 32801

**SUPPLEMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF PHILLIPS LANDING**

This Supplement to Declaration of Covenants, Conditions and Restrictions of Phillips Landing (the "Second Amendment") is made and entered into by Intram/Park Square Joint Venture, a Florida joint venture, whose address is 5401 Kirkman Road, Suite 725, Orlando, Florida 32819 (the "Declarant").

**WITNESSETH:**

WHEREAS, the Declarant is the developer of a residential subdivision in Orange County, Florida commonly known as "Phillips Landing" and is the Declarant pursuant to that certain Declaration of Covenants, Conditions and Restrictions of Phillips Landing dated December 11, 1995 and recorded December 11, 1995 in Official Records Book 4986, Page 708, as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions of Phillips Landing dated April 24, 1996 and recorded April 25, 1996 in Official Records Book 5047, Page 4302 all in the Public Records of Orange County, Florida (the "Declaration"); and

WHEREAS, the Declarant is the owner of certain real property located in Orange County, Florida, described in Exhibit "B" to the Declaration and to this Supplement (the "Additional Property"); and

WHEREAS, the Declarant is the sole Class "C" Member of the Association, as that term is defined in the Declaration and pursuant to the terms of Section 3.2B of the Declaration, has the right to annex the Additional Property into, and make subject to, the Declaration, requiring only to the consent of Dr. Phillips, Inc.; and

WHEREAS, the Declarant wishes to annex the Additional Property pursuant to the Declaration, and Dr. Phillips, Inc., a Delaware corporation and successor by merger to Dr. Phillips, Inc., a Florida corporation, wishes to evidence its consent to such annexation.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby covenants and agrees as follows:

1. Recitals. The recitals above are true and correct. Capitalized terms herein shall have the meanings in the Declaration.



ORANGE COUNTY  
CLERK OF COURTS  
AT 11:07 AM

Orange Co FL 1997-0258337  
07/18/97 11:07:00am  
OR Bk 5293 Pg 2859  
Rec 60.00

2. Annexation. The Additional Property is hereby annexed into the Property effective upon the recordation of this Supplement among the Public Records of Orange County, Florida. The Owners of the Additional Property for all intents and purposes shall be deemed to be Members of the Association in accordance with the provisions of the Declaration, and the Additional Property shall be deemed to be part of the "Properties" under the Declaration. The Owners of the Lots and Residential Units and Residential Property shall be subject to this Declaration and to the Articles of Incorporation and Bylaws of the Association in the same manner with the same effect as the original Owners of Lots and Residential Units and Residential Property within the Properties, and the Additional Property shall be encumbered by and subject to all the terms and conditions of the Declaration.


3. The Plan. The Plan referred to in paragraph "R" of Article II shall include and be supplemented by the Plan for the Additional Property attached hereto as Exhibit "C." The Plan for the Additional Property attached hereto as Exhibit "C" shall be incorporated in and be a part of Exhibit "C" to the Declaration for all purposes.

4. Miscellaneous. Except as amended hereby, the Declaration shall remain in full force and effect, strictly in accordance with its terms.

IN WITNESS WHEREOF, the Declarant has executed this Supplement as of the date and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Name: MICHAEL RYAN

  
Name: Marie A. Benedict

INTRAM/PARK SQUARE JOINT VENTURE  
By: PARK SQUARE BRISTOL, INC., a Florida  
corporation, as General Partner

By:   
Anil Deshpande, President

OR BK 5293 Pg 2860  
Orange Co FL 1997-0258337

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 1997 by Anil Deshpande, as President of PARK SQUARE BRISTOL, INC., a Florida corporation, as General Partner of INTRAM/PARK SQUARE JOINT VENTURE, a Florida joint venture, on behalf of the joint venture. He is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.



MICHAEL RYAN  
MY COMMISSION # CC328998 EXPIRES  
October 31, 1997  
BONDED THRU TROY PAW INSURANCE, INC.

  
Notary Public

Name: MICHAEL RYAN

Commission No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

CONSENT BY DR. PHILLIPS, INC.

Dr. Phillips, Inc., a Delaware corporation and successor by merger with Dr. Phillips, Inc., a Florida corporation, hereby consents to the foregoing Supplement to Declaration of Covenants, Conditions and Restrictions of Phillips Landing but makes no representations as to any statements contained therein.

DR. PHILLIPS, INC., a Delaware corporation

Catherine Brant  
Name: CATHERINE BROWN

By: J. A. Hinson  
Name: J. A. Hinson  
Title: President

Diana M. Gillespie  
Name: DIANA M. GILLESPIE

OR BK 5293 Pg 286 1  
Orange Co FL 1997-0258337

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17th day of July, 1997 by J.A. Hinson as President of DR. PHILLIPS, INC., a Delaware corporation on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.



DIANA M GILLESPIE  
My Commission CC509494  
Expires Nov 13, 1999

Diana M. Gillespie  
Notary Public

Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

THERE IS NO EXHIBIT "A."

OR Bk 5293 Pg 2862  
Orange Co FL 1997-0258337



EXHIBIT "B"

The Additional Property

OR BK 5293 Pg 2863  
Orange Co FL 1997-0258337

A portion of Section 3, Township 24 South, Range 28 East and Section 34, Township 23 South, Range 28 East, Orange County, Florida, described as follows:

**BEGIN** at the northeast corner of said Section 3; thence run S 00°50'57" W, along the east line of the Northeast 1/4 of said Section 3, a distance of 2637.06 feet to the Southeast corner of the Northeast 1/4 of said Section 3; said point also being a point on the north line of "SAND LAKE POINT, UNIT 1" according to the plat thereof, as recorded in Plat Book 20, Pages 69, 70 and 71, Public Records of Orange County, Florida; thence run N 88°56'08" W, along the northerly boundary of said "SAND LAKE POINT UNIT 1", a distance of 909.87 feet to a point on the east line of that certain parcel of land described and recorded in Official Records Book 3493, Page 993 and Official Records Book 4075, Page 2801, Public Records of Orange County, Florida; thence run along the east line of said parcel, the following two (2) courses and distances; S 22°51'10" W, a distance of 262.68 feet; thence run S 72°05'57" W, a distance of 326.69 feet to a point on the west line of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 3; thence run S 00°43'19" W, along the west line of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 3, a distance of 312.72 feet to a point on the north line of "BAY VISTA ESTATES UNIT 3", according to the plat thereof, as recorded in Plat Book 21, Pages 46 and 47, Public Records of Orange County, Florida; thence run S 77°11'37" W, along the north line of said "BAY VISTA ESTATES UNIT 3", a distance of 1354.22 feet to a point on the west line of the Southeast 1/4 of said Section 3; thence run N 00°37'12" E, along the north-south 1/4 section line of said Section 3, a distance of 1622.94 feet to a point on the northeasterly line of "BAY VISTA ESTATES UNIT 1", according to the plat thereof, as recorded in Plat Book 12, Pages 70 and 71, Public Records of Orange County, Florida; thence run along the northeasterly line of said "BAY VISTA ESTATES UNIT 1", the following two (2) courses and distances; N 46°52'52" W, a distance of 571.12 feet; thence run S 89°19'55" W, a distance of 880.03 feet to a point on the east right-of-way line of Apopka-Vineland Road, as recorded in Deed Book 338, Page 450, Public Records of Orange County, Florida; thence run along the east right-of-way line of Apopka-Vineland Road, the following two (2) courses and distances; N 00°38'03" W, a distance of 1645.07 feet; thence run N 88°53'56" W, a distance of 20.01 feet to a point on the east right-of-way line of Apopka-Vineland Road, as recorded in Deed Book 347, Page 439 of the Public Records of Orange County, Florida; thence continue along said east right-of-way line the following four (4) courses and distances; N 00°40'41" W, a distance of 1469.65 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 1798.82 feet and a central angle of 20°38'00"; thence on a chord bearing of N 09°42'25" E, run 647.79 feet along the arc of said curve to the point of tangency thereof; thence run N 20°01'24" E, a distance of 57.99 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 1880.10 feet and a central angle of 30°56'11"; thence on a chord bearing of N 35°31'24" E, run 1015.15 feet along the arc of said curve to a point on the east right-of-way line of Apopka-Vineland Road, as recorded in Official Records Book 2894, Page 231, Public Records of Orange County, Florida; thence continue along said east right-of-way line the

**EXHIBIT "B" TO DECLARATION OF COVENANTS, CONDITIONS AND  
 RESTRICTIONS OF PHILLIPS LANDING - PAGE 1 OF 7**

following four (4) courses and distances; S 42°13'06" E, a distance of 77.96 feet; thence run N 47°47'04" E, a distance of 283.23 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 1532.39 feet and a central angle of 09°34'29"; thence on a chord bearing of N 42°57'06" E, run 256.08 feet along the arc of said curve to a point on a non-tangent curve, concave northwesterly, having a radius of 608.41 feet and a central angle of 01°20'57"; thence on a chord bearing of N 61°01'35" E, run 14.33 feet along the arc of said curve to a point; thence run S 00°37'57" W, a distance of 1333.23 feet to a point on the south line of the North 1/4 of the Southwest 1/4 of said Section 34; thence run S 89°13'13" E, along the south line of the North 1/4 of the Southwest 1/4 of said Section 34, a distance of 257.32 feet to Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence run S 00°49'26" W, along the east line of the Southwest 1/4 of said Section 34, a distance of 1327.77 feet to Northwest corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 89°04'00" E, along the north line of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 658.00 feet to Northeast corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 00°29'34" W, along the east line of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 664.88 feet to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 88°58'54" E, along the South line of the Southeast 1/4 of said Section 34, a distance of 1985.53 feet to the **POINT OF BEGINNING**.

OR Bk 5293 Pg 2865  
Orange Co FL 1997-0258337

**Overall Property contains 331.50 acres, more or less.**

**-LESS-**

A portion of Section 3, Township 24 South, Range 28 East and Section 34, Township 23 South, Range 28 East, Orange County, Florida, described as follows:

**BEGIN** at the northeast corner of said Section 3; thence run S 00°50'57" W, along the east line of the Northeast 1/4 of said Section 3, a distance of 863.58 feet; thence run N 89°09'03" W, a distance of 1768.92 feet; thence run S 32°58'21" W, a distance of 314.92 feet; thence run S 72°50'35" W, a distance of 88.89 feet; thence run S 35°40'55" W, a distance of 137.56 feet; thence run N 56°21'38" W, a distance of 219.82 feet; thence run N 56°46'54" W, a distance of 50.36 feet; thence run N 54°19'05" W, a distance of 132.00 feet; thence run S 88°41'52" W, a distance of 230.20 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 425.00 feet and a central angle of 04°46'17"; thence on a chord bearing of S 08°59'13" W, run 35.39 feet along the arc of said curve to a point; thence run N 78°37'38" W, a distance of 182.00 feet; thence run S 20°43'16" W, a distance of 78.94 feet; thence run S 43°20'24" W, a distance of 62.75 feet; thence run S 77°02'54" W, a distance of 67.54 feet; thence run N 90°00'00" W, a distance of 229.10 feet; thence run N 00°24'18" W, a distance of 32.24 feet; thence run N 13°23'08" E, a distance of 37.14 feet; thence run N 37°10'31"

**EXHIBIT "B" TO DECLARATION OF COVENANTS, CONDITIONS AND  
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December 11, 1995

W, a distance of 112.00 feet; thence run S 55°18'39" W, a distance of 14.11 feet to a point of curvature of a curve, concave northwesterly, having a radius of 325.00 feet and a central angle of 18°02'37"; thence run southwesterly, along the arc of said curve, a distance of 102.35 feet to a point; thence run N 16°38'44" W, a distance of 165.00 feet; thence run N 62°10'07" E, a distance of 65.90 feet; thence run N 53°53'33" E, a distance of 69.11 feet; thence run N 44°14'07" E, a distance of 15.02 feet; thence run N 30°11'51" E, a distance of 62.97 feet; thence run N 07°44'13" E, a distance of 65.76 feet; thence run N 01°02'35" E, a distance of 161.50 feet; thence run N 05°11'38" E, a distance of 73.37 feet; thence run N 09°40'01" E, a distance of 83.46 feet; thence run N 15°00'38" E, a distance of 79.28 feet; thence run N 12°48'23" W, a distance of 65.07 feet; thence run N 04°21'26" E, a distance of 52.33 feet; thence run N 12°48'23" W, a distance of 78.72 feet; thence run N 41°15'55" W, a distance of 61.35 feet; thence run S 59°21'12" W, a distance of 78.47 feet; thence run S 53°07'53" W, a distance of 111.49 feet; thence run S 29°44'29" W, a distance of 111.49 feet; thence run S 13°23'39" W, a distance of 86.07 feet; thence run S 88°07'06" W, a distance of 107.07 feet; thence run N 06°14'38" W, a distance of 225.00 feet; thence run N 11°37'59" E, a distance of 61.39 feet; thence run N 47°23'13" E, a distance of 61.39 feet; thence run N 24°44'10" W, a distance of 115.00 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 215.00 feet and a central angle of 25°25'05"; thence on a chord bearing of S 52°33'18" W, run 95.38 feet along the arc of said curve to a point; thence run N 50°09'14" W, a distance of 50.00 feet to a point on a non-tangent curve, concave westerly, having a radius of 25.00 feet and a central angle of 74°49'27"; thence on a chord bearing of N 02°26'02" E, run 32.65 feet along the arc of said curve to a point; thence run N 89°31'23" W, a distance of 198.54 feet to a point on the east right-of-way line of Apopka-Vineland Road, as recorded in Official Records Book 4915, Page 657 of the Public Records of Orange County, Florida; thence along said east right-of-way line the following courses and distances; thence run N 00°40'41" W, a distance of 270.80 feet; thence run N 02°45'20" E, a distance of 50.09 feet; thence run N 04°06'42" W, a distance of 50.09 feet; thence run N 00°40'41" W, a distance of 250.00 feet; thence run N 01°36'45" E, a distance of 100.08 feet; thence run N 00°40'41" W, a distance of 100.00 feet; thence run N 04°29'32" W, a distance of 60.13 feet; thence run N 00°40'41" W, a distance of 457.75 feet; thence run S 82°00'50" E, a distance of 136.00 feet; thence run N 07°52'11" E, a distance of 700.65 feet; thence run N 82°17'13" W, a distance of 132.59 feet; thence run N 19°35'17" E, a distance of 56.26 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 1938.18 feet and a central angle of 08°35'06"; thence on a chord bearing of N 24°07'43" E, run 290.41 feet along the arc of said curve to a point; thence run N 33°24'12" E, a distance of 96.83 feet; thence run N 35°40'58" E, a distance of 96.50 feet; thence run N 32°36'22" E, a distance of 96.50 feet; thence run N 28°05'29" E, a distance of 58.90 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 1942.18 feet and a central angle of 09°00'26"; thence on a chord bearing of N 43°13'36" E, run 305.32 feet along the arc of said curve to the point of tangency thereof; thence run N 47°43'49" E, a distance of 89.28 feet; thence run S 42°13'06" E, a distance of 32.34 feet; thence run N 47°47'04" E, a distance of 283.23 feet to a point on

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a non-tangent curve, concave northwesterly, having a radius of 1532.39 feet and a central angle of 09°34'29"; thence on a chord bearing of N 42°57'06" E, run 256.08 feet along the arc of said curve to a point on a non-tangent curve, concave northwesterly, having a radius of 608.41 feet and a central angle of 01°20'57"; thence on a chord bearing of N 61°01'35" E, run 14.33 feet along the arc of said curve to a point; thence, departing said right-of-way line, run S 00°37'57" W, a distance of 1333.23 feet to a point on the south line of the North 1/4 of the Southwest 1/4 of said Section 34; thence run S 89°13'13" E, along the south line of the North 1/4 of the Southwest 1/4 of said Section 34, a distance of 257.32 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence run S 00°49'26" W, along the east line of the Southwest 1/4 of said Section 34, a distance of 1327.77 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 89°04'00" E, along the north line of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 658.00 feet to the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 00°29'34" W, along the east line of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 664.88 feet to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 88°58'54" E, along the south line of the Southeast 1/4 of said Section 34, a distance of 1985.53 feet to the **POINT OF BEGINNING**.

Containing 163.96 acres, more or less.

-and LESS-

### **DRAINAGE AREA**

A portion of Section 3, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of Tract A, "BAY VISTA ESTATES, UNIT 1", according to the plat thereof, as recorded in Plat Book 12, Pages 70 and 71, Public Records of Orange County, Florida; thence run N 89°19'55" E, along the easterly prolongation of the north line of said "BAY VISTA ESTATES, UNIT 1", a distance of 208.79 feet; thence run N 00°40'05" W, a distance of 494.85 feet to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I" as described above, and the **POINT OF BEGINNING**; thence run along said southerly boundary the following five (5) courses and distances; run N 20°43'16" E, a distance of 50.67 feet; thence run S 78°37'38" E, a distance of 182.00 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 425.00 feet and a central angle of 04°46'17"; thence on a chord bearing of N 08°59'13" E, run 35.39 feet along the arc of said curve to a point; thence run N 88°41'52" E, a distance of 230.20 feet; thence run S 54°19'05" E, a distance of 132.00 feet; thence leaving said southerly boundary of "PHILLIPS LANDING - PHASE I", run S 35°40'55" W, a distance of 50.00 feet; thence run N

**EXHIBIT "B" TO DECLARATION OF COVENANTS, CONDITIONS AND  
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December 11, 1995

54°19'05" W, a distance of 110.00 feet; thence run S 80°28'45" W, a distance of 227.80 feet; thence run N 78°37'38" W, a distance of 200.00 feet to the **POINT OF BEGINNING**.

Containing 0.72 acres, more or less.

OR Bk 4986 Pg 776  
Orange Co FL 5450636

-and LESS-

OR Bk 5293 Pg 286B  
Orange Co FL 1997-0258337

**CUL-DE-SAC NO. 1**

A portion of Section 3, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the intersection of the north line of "BAY VISTA ESTATES, UNIT 1", according to the plat thereof, as recorded in Plat Book 12, Pages 70 and 71, Public Records of Orange County, Florida with the east right-of-way line of Apopka - Vineland Road as described in Official Records Book 4915, Page 657, Public Records of Orange County, Florida; thence run N 89°19'55" E, along the north line of said "BAY VISTA ESTATES, UNIT 1" a distance of 568.26 feet; thence run N 00°40'05" W, a distance of 519.02 feet to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I" as described above, and the **POINT OF BEGINNING**, said point being a point on a non-tangent curve, concave northwesterly, having a radius of 325.00 feet and a central angle of 13°21'21"; thence leaving said southerly boundary, on a chord bearing of S 80°01'56" W, run 75.76 feet along the arc of said curve to the point of compound curvature with a curve, concave southeasterly, having a radius of 44.00 feet and a central angle of 236°49'13"; thence run northeasterly, along the arc of said curve, a distance of 181.86 feet to the point of reverse curvature with a curve, concave northeasterly, having a radius of 25.00 feet and a central angle of 70°10'34"; thence run southeasterly, along the arc of said curve, a distance of 30.62 feet returning to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I"; thence along said southerly boundary, run S 16°38'44" E, a distance of 50.00 feet to the **POINT OF BEGINNING**.

Containing 0.18 acres, more or less.

-and LESS-

**CUL-DE-SAC NO. 2**

A portion of Section 3, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of Tract A, "BAY VISTA ESTATES, UNIT 1", according to the plat thereof, as recorded in Plat Book 12, Pages 70 and 71, Public  
**EXHIBIT "B" TO DECLARATION OF COVENANTS, CONDITIONS AND  
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December 11, 1995

Records of Orange County, Florida; thence run N 89°19'55" E, along the easterly prolongation of the north line of said "BAY VISTA ESTATES, UNIT 1", a distance of 405.26 feet; thence N 00°40'05" W, a distance of 504.07 feet to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I", as described above, and the **POINT OF BEGINNING**, said point being a point on a non-tangent curve, concave northwesterly, having a radius of 425.00 feet and a central angle of 09°41'01"; thence leaving said southerly boundary, on a chord bearing of S 16°12'52" W, run 71.83 feet along the arc of said curve to the point of compound curvature with a curve, concave northeasterly, having a radius of 44.00 feet and a central angle of 238°33'50"; thence run northwesterly, along the arc of said curve, a distance of 183.20 feet to the point of reverse curvature with a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 68°14'50"; thence run northeasterly, along the arc of said curve, a distance of 29.78 feet returning to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I"; thence along said southerly boundary, run S 78°37'38" E, a distance of 50.00 feet to the **POINT OF BEGINNING**.

Containing 0.18 acres, more or less.

OR Bk 5293 Pg 2869  
Orange Co FL 1997-0258337

~~-and LESS-~~

### **CUL-DE-SAC NO. 3**

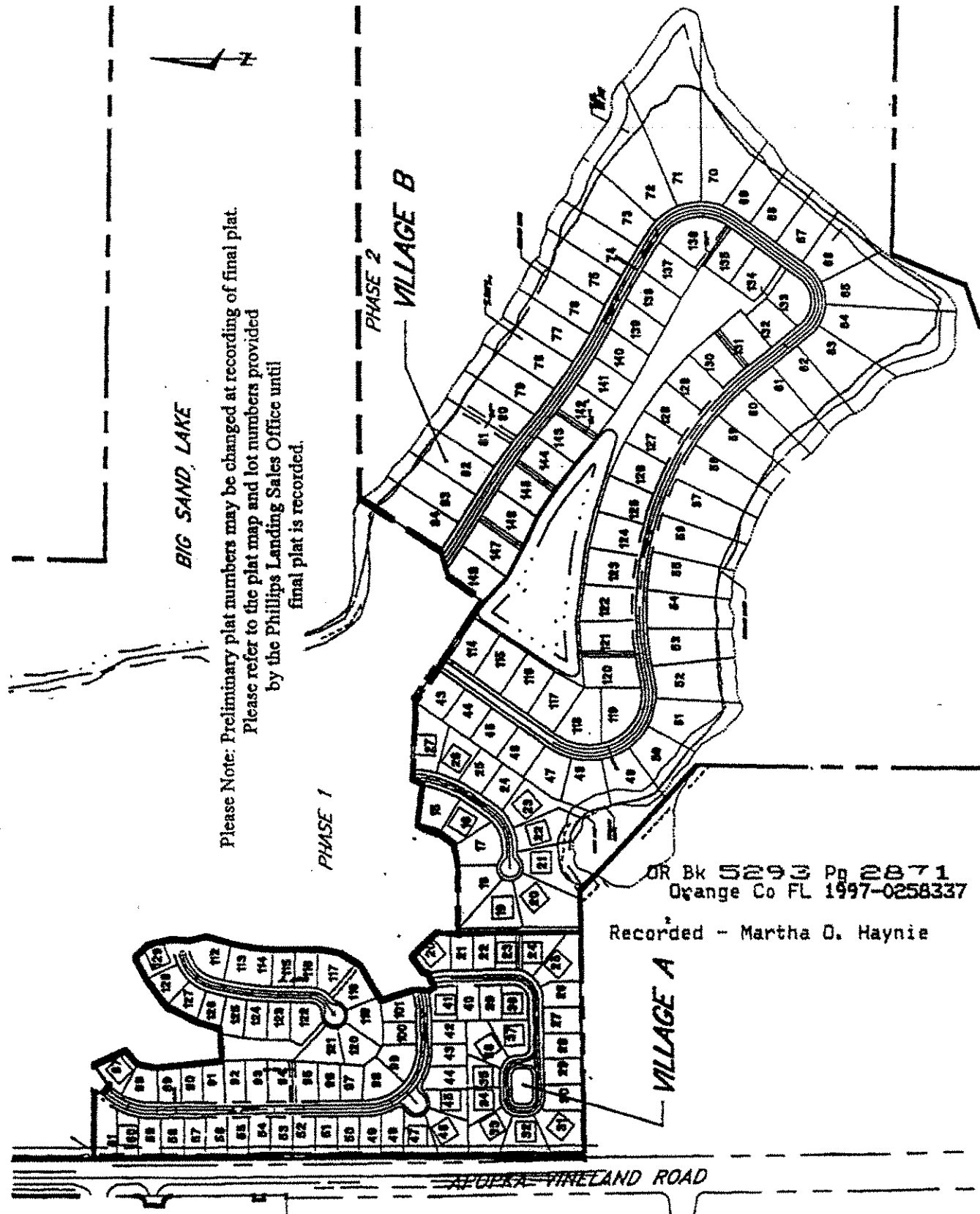
A portion of Section 3, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of Tract A, "BAY VISTA ESTATES, UNIT 1", according to the plat thereof, as recorded in Plat Book 12, Pages 70 and 71, Public Records of Orange County, Florida; thence N 89°19'55" E, along the easterly prolongation of the north line of said "BAY VISTA ESTATES, UNIT 1", a distance of 1052.62 feet; thence N 00°40'05" W, a distance of 422.07 feet to a point on the southerly boundary of "PHILLIPS LANDING - PHASE I", as described above and the **POINT OF BEGINNING**; thence along said southerly boundary, run N 72°50'35" E, a distance of 88.89 feet; thence leaving said southerly boundary, run S 57°01'39" E, a distance of 43.21 feet to a point of curvature of a curve, concave northwesterly, having a radius of 44.00 feet and a central angle of 189°02'28"; thence run southwesterly, along the arc of said curve, a distance of 145.17 feet to the point of compound curvature with a curve, concave northeasterly, having a radius of 514.00 feet and a central angle of 05°18'02"; thence run northwesterly, along the arc of said curve, a distance of 47.55 feet to the point of reverse curvature with a curve, concave southwesterly, having a radius of 500.00 feet and a central angle of 05°28'06"; thence run northwesterly, along the arc of said curve, a distance of 47.72 feet to the **POINT OF BEGINNING**.

Containing 0.21 acres, more or less.

**EXHIBIT "B" TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF PHILLIPS LANDING - PAGE 6 OF 7**

December 11, 1995



Please Note: Preliminary plat numbers may be changed at recording of final plat.  
Please refer to the plat map and lot numbers provided  
by the Phillips Landing Sales Office until  
final plat is recorded.

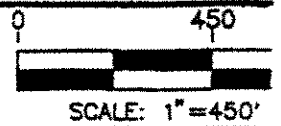
OR Bk 5293 Pg 2871  
Orange Co FL 1997-0258337

Recorded - Martha O. Haynie



MILLER-SELLEN ASSOCIATES, INC.  
URBAN PLANNERS & ENGINEERS  
214 E. LUCERNE CIRCLE ORLANDO, FL 32801  
(407) 422-3330

PHILLIPS LANDING  
PHASE 2  
ORANGE COUNTY, FLORIDA



FILE: - 9491EXHIBIT.DWG



-and LESS-

The Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 34, Township 23 South, Range 28 East, Orange County, Florida.

Also described as follows:

*Begin* at the southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run N 00°49'26" E, along the west line of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34 (and a continuation thereof), a distance of 1327.77 feet to the northwest corner of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 89°14'21" E, along the north line of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 650.31 feet to the northeast corner of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34; thence run S 00°29'34" W, along the east line of Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34 (and a continuation thereof), a distance of 1329.77 feet to the southeast corner of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence run N 89°04'00" W, along the south line of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 658.00 feet to the **POINT OF BEGINNING**.

Containing 19.954 acres, more or less.

ARC Guideline

*Purpose and Duties of the  
Architectural Review Committee  
(ARC)*

- The purposes, duties and functions of the ARC shall be to create, establish, maintain and preserve the Property in a pleasant, attractive and harmonious manner as to foster and promote a community of interest within the property and to insure the highest construction standards, and architectural, landscaping and aesthetic qualities within the real property described or depicted in the Plan.
- The following guideline is for use as a supplemental tool for the Estates at Phillips Landing ARC Submittal Process. For a more detailed description of the rights, powers and obligations of the ARC, please refer to Page 25, Article X of the Declaration of Covenants, Conditions and Restrictions of Phillips Landing.

## *Goals of the ARC*

- To establish and maintain the architectural standards of the Estates at Phillips Landing in a consistent and professional manner.
- To be consistent with the provisions of the Covenants, Conditions and Restrictions of Phillips Landing.
- To assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property.
- To protect and conserve the value and desirability of the Property as a residential community.
- To encourage architectural design that is representative of a distinctive style of architecture, a specific socio-geographic region or a historical period of time.

## *The Architectural and Landscape Review Process*

- The Covenants, Conditions and Restrictions is the guide to which all questions concerning standards, conditions and restrictions for review of architectural and landscape submittals will be referred. The ARC may approve, as noted, disapprove or table, requiring a redesigned submittal from the applicant.
- According to Article X, Section 10.4.E, written notification of approval or disapproval will be sent to the Applicant within thirty (30) days of receipt of such submission.

## *First Submittal*

### *Estates at Phillips Landing*

Plans submitted to the Architectural Review Committee shall fully address, but not be limited to, the following items:

1. Completed ARC Application/Checklist with signature.
2. Submit one (1) complete set of scaled, architectural floor plans when homesite is owned by a Homeowner, and submit (2) complete sets of scaled, architectural floor plans when homesite is owned by an Estates of Phillips Landing Approved Builder.
3. ARC Submittal Fee (\$300.00) payable to: Phillips Landing Master Community Association.
  - Submittals need to be delivered by an Approved Builder of Phillips Landing to the Estates of Phillips Landing Sales Office, located at 8748 Southern Breeze Drive, no later than 12:00 noon, one (1) working day prior to the scheduled bi-monthly ARC meeting.

4. Color Samples: Submit proposed exterior body, trim and decorative feature colors, (i.e., shutters). Attach 3" x 3" paint chip swatches onto an 8 ½" x 11" sheet of white paper or paint color onto white cardboard with manufacture name and product number of paint. Include full scale roof tile sample with mix-formula and percentages for variegation, if applicable.

5. Decorative exterior material samples if applicable (i.e., stone, brick, etc.)

Site Plan indicating proposed positioning of all planned improvements to the site to include, but not necessarily limited to, the following:

6. Easement lines conservation and utility easements with dimensions and edge of street pavement shown on plan.

7. All Lot corners with existing and proposed elevations.

8. Finished floor elevations for drainage verification in accordance with the adjacent existing property's side and rear elevations. Continuity of drainage systems and previously established flow patterns may not be compromised.
9. Building setback requirements include front, rear and side setback distances.  
Lakefront:   Lakeview:   Interior  
Front- 25'   Front- 25'   Front- 25'  
Rear - 50'   Rear - 25'   Rear - 25'  
Side - 10'   Side - 10'   Side - 7 ½'
10. Proposed pool and screen outline for setback verification.
11. Proposed design and materials for all hardscape including driveways, walkways, decking and sidewalk.
  - Required: allow a minimum of three feet (3') for landscape buffer between driveway and the property while indicating position of proposed driveway.
  - Required: allow four foot (4') width for sidewalk.

12. Existing street trees and other existing trees shown at front, rear, and sides with limits of clearing where applicable.
13. The proposed position of all exterior architectural or landscape structures or features attached or unattached
- trellises
  - gazebos
  - steps
  - retaining walls
  - screen walls (A/C units and pool equipment)
  - screen enclosure
  - dock/boathouse plan (indicate position of dock and walkway on adjacent property)
  - fountain
14. Exterior Elevations should be depicted as construction documents (four sides) indicating architectural details, materials, finishes to be used and scaled dimensions including building height.
15. Decorative Banding is required around all windows and doors in keeping with the overall style of the elevation. Exception will be made when shutters are used in lieu of the side banding.



16. Roof Truss Plan roof elevations, bearing heights and building height.

17. Garage Door(s): submit type, brand name, material and color.

18. Windows(s): submit type, brand name, material and color.

Floor Plan indicating the following:

19. Overall House Dimensions with ceiling heights finished floor, window and door opening dimensions.

20. Screening of Equipment: Pay special attention to exterior location and method of screening of all HVAC units, trash receptacle storage, pool or spa equipment, well or pump housing, water treatment unit, propane tank or any other planned exterior mechanical element. All A/C and pool equipment must be screened by walls with a minimum height of three feet (3') and match the architecture with appropriate coping.

21. Square Footage Calculations: include A/C living space, covered areas and total.

## *Second Submittal*

### *Estates at Phillips Landing*

~

The *Second Submittal* must be submitted to the ARC prior to the installation of any landscape plantings, irrigation, pool and spa or screen enclosure or hard surface materials (i.e., drive and terrazzo, patio or pool deck, paving patterns and materials).

The *Second Submittal* must be stamped and sealed by a landscape architect registered in the State of Florida and include the following information:

22. Final design and specific materials for all hardscape including driveway(s), walkways, decking, and required four (4) foot sidewalk. If an adjacent driveway exists, the distance to adjacent property's driveway shall be indicated. Walkways should provide interest. A minimum of three foot (3') landscape buffer is required between a driveway and the property line. The landscape buffer and decorative pavers cannot cross the pedestrian sidewalk, in the right of way to the street.

23. Planting Plan and Cost Breakdown

- Minimum budget-trees, plants/shrubs only:
  - Lakefront - \$12,000
  - Lakeview - \$10,000
  - Interior \* - \$ 8,000
    - ( \* Policy Amendment to First Amendment, #8, Section 11.21
- Indicate the placement, spacing, sizes, type, and quantities of plant materials.
- Include a plant legend stating codes, quantities, sizes, botanical and common names of plant material.
- Display "per unit" and "total" prices of plants.

24. Decorative paver sample with manufacturer name, number and product description.

25. Irrigation Plan or Letter of Compliance indicating water source connection, back flow prevention, main line routing, lateral zones, valves, controller locations and head placements. Please include details for the type, manufacturer and size of the irrigation heads and equipment.

For example:

- Hunter rotor heads and Rainbird pop-up spray heads (6" & 12")
- Hardie total control irrigation controller with 7 stations.
- Spray heads to be piped with ½" flex pipe and ¼" for rotors.
  - Any risers will be painted color chosen by Landscape architect (preferably black or green).
  - The irrigation system will provide 100% coverage on all lawn and landscaped areas and will meet all applicable codes.
- Pop-up heads will be in ground covers and adjacent to pavement.

26. Scaled drawing with elevations, framing and cross-sectional of pool screen enclosure and/or fence indicating dimensions, materials and colors.

27. Detailed, scaled drawing of cross-section of perimeter fences, including dimensions, materials and colors. The three allowable choices of color for fences are black, bronze or dark green.

28. Special Grading Plan indicating, in one foot contours, the existing and proposed grades of the property including the following:

- Building finished floor elevation, final drainage flow, bottom and top of roadway curb elevations, spot elevations for all hardscape, pool decks, walkways and top of wall elevations of any exterior masonry walls.
- Where applicable, a detailed, scaled drawing of stormwater runoff management, the berm and swale requirements and the temporary or permanent retention requirements as required by any governing agency and the South Florida Water Management District (SFWMD).

29. Exterior Lighting Plan indicating placement, size, materials, wattage and lamp light direction of all exterior lighting features including: post lamps, path lights, flood lights, up lights, down lights and other decorative type lighting features.

- All exterior lighting shall be designed to prevent direct glare to off-site properties by way of landscape screening, light selection or light placement.

- No exterior lighting feature will be allowed beyond the building setbacks.

30. On-Site inspection of one or more three foot by three foot (3'x3') exterior body and trim color sample(s) for review by the ARC along with roof tile sample (on file).

31. Detailed, scaled drawings indicating materials and colors to be used for and final placement of all exterior architectural or landscape structures or features (attached or unattached)

- trellises
- gazebos
- steps
- retaining walls
- screen walls (A/C units and pool equipment)
- screen enclosure
- dock and boat house plan (include dimensions and materials of dock and roof, and indicate position of dock and walkway on adjacent property)
- fountain

Additional Landscape Recommendations:

32. After installation of 2<sup>nd</sup> Submittal, it is required that you Landscape architect attest in writing that the landscape plan and budget compliance have been verified for accuracy. If there are any deviations from the landscape plans, have the Landscape architect state the reasons for the difference.
33. On each side of the front yard near the side lot lines, and near the front of the house, use a Live Oak or large evergreen shade tree (i.e., Magnolia, Holly, etc.) to aid in the buffering of adjacent houses and to assist in revegetating the property with a Live Oak type canopy.
34. Plantings to buffer sides of houses to be of adequate size at the time of planting.
35. Freeze tender plants are discouraged. Queen Palms and Wax Myrtles are not allowed to be planted in the front areas of the homes, since they are not compatible with the caliber of landscaping used for the homes within the Estates of Phillips Landing.

