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This instrument prepared by and return to:

Jon Zabel
Bovis Homes, Inc.
1916 Boothe Circle
Longwood, Florida 32750
(407) 831-3311

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MAYFAIR OAKS of Seminole HOMEOWNERS ASSOCIATION, INC.**

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THIS DECLARATION, made on the date hereinafter set forth by BOVIS HOMES, INC., a Florida Corporation, hereinafter referred to as the "Declarant".

W I T N E S S E T H:

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

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

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to MAYFAIR OAKS of Seminole HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida, its successors and assigns.

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

Section 3. "Properties" shall mean and refer to the real property described above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) which is owned or leased by the Association for the common use and enjoyment of the Owners, or is dedicated for use or maintenance by the Association or its members.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties with the exception of Common Areas or any portion of said subdivision map or plat not contained in the above legal description.

Section 6. "Declarant" shall mean and refer to Bovis Homes Inc., a Florida corporation, its successors and assigns if such successor or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Mayfair Oaks of Seminole Homeowners Association, Inc.

Section 8. "Turnover" shall mean the transfer of operation of the Association by the Declarant as described in Article X hereof.

Section 9. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40C-4 or 40C-42, F.A.C.

Section 10. "Conservation Area" or Conservation Easement Areas" shall mean and refer to all of such areas so designated as tracts A, B, C, D, E & F upon any recorded Subdivision Plat or Plats of the Properties and so described in the legal description of said property attached in Exhibit A.

The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction in favor of the Developer, its successors and assigns, for the purpose of retaining and maintaining the Conservation Easement Areas in their predominately natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this Conservation Easement, each of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

- (a) The construction, installation or placement of signs, building, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Easement Areas; and
- (b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and
- (c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas; and
- (d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas; and
- (e) Any use which would be detrimental to the retention of the Conservation Easement Areas in their natural condition.
- (f) Acts or uses detrimental to such retention of land or water areas.

The Conservation Easement Areas hereby created and declared shall be perpetual.

The Developer, its successors and assigns and the St. Johns River Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Association, and all subsequent owners of any land upon which there is located any Conservation Easement shall be responsible for the periodic removal of trash and other debris which may accumulate on such Easement Parcel.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this paragraph may be enforced by the St. Johns River Water Management District by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions in this Conservation Easement Area restriction may not be amended without approval from the St. Johns River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon, and shall inure to the benefit of the Developer, and its successors and assigns. Upon conveyance by the Developer to third parties of any land affected hereby, the Developer shall have no further liability or responsibility hereunder, provided the deed restriction including the Conservation Areas are properly recorded.

**ARTICLE II
PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No dedication, mortgage or transfer shall be effective unless an instrument signed by two thirds (2/3) of each class of members agreeing to such dedication, mortgage or transfer has been recorded and all lot owners' rights of ingress and egress through the Common Area are preserved.

Section 2. Owner's Use of Lot. Use of Lots shall be limited to residential purposes.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area and Facilities to the members of his family, his tenants or contract purchasers who reside on the Property.

**ARTICLE III
USE OF PROPERTY**

Section 1. SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM
The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Section 2. AMENDMENT
Any amendment to the covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 3. ENFORCEMENT

The St. Johns River Water Management District shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate the to maintenance, operation and repair of the surface water and stormwater management systems.

**ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

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

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

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On December 31, 1999.

**ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

(1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively, except as hereinafter provided in Section 11, to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

The Assessments shall also be used for the maintenance and repair of the surface water and stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

Section 3. Assessment Allocation: Assessments shall be levied as to each lot on the basis of the class of membership as hereinafter set forth. the assessment for the Class B membership for any vacant lot or any lot superimposed with an unoccupied, unsold living structure shall be twenty five percent (25%) of the annual assessment for a Class A member.

Section 4 Maximum Annual Assessment. Until January 1, 1996, the maximum assessment shall be two hundred forty dollars (\$240.00) per lot annually and will be paid quarterly.

From and after January 1, 1996, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of each class of the Class A members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 5. Special Assessments for Capital Improvements.
In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by two-thirds (2/3) of each class of members who are voting in person or by proxy at an Association meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Section 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies of each class entitled to cast thirty percent (30%) of all the votes of each class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots within each class of membership and may be collected on a monthly, quarterly, or annual basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date

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at the highest rate permitted by Florida Law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to a reasonable attorneys' fee, including attorneys' fees for appellate proceedings.

Section 10. Subordination of the Lien to Mortgage.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot for liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Lot and Exterior Maintenance.

In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors and thirty (30) days' written notice to the Owner, shall have the right, through its agents and employees, to enter upon said parcel and to repair, clear, trim, maintain, and to restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date said assessment is made.

Section 12. Working Capital Fund.

the Association shall establish a working capital fund to provide for unforeseen expenditures and which will be funded as set forth in this subparagraph. Upon the initial transfer of title of a Lot to an Owner (excluding transfer to the Declarant or persons in the business of constructing improvements on Lots for resale purposes), the transferee (the "Initial Residential Owner") shall pay to the Association a working capital contribution of one hundred dollars (\$100.00). This capital contribution shall not be considered as an advance payment of the annual assessment. Any transferor to an Initial Residential Owner shall collect the working capital contribution at the closing of the sale to such owner and promptly pay the same to the Association. The Association may at any time utilize these contributions for any purpose permitted by the master Documents, including normal operating expenses.

**ARTICLE VI
ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein or change in exterior color of dwellings be made until the plans and specifications showing the nature, kind, shape, height, materials, and location or color of same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Once approved, all such changes, additions or other matters requiring approval under this article shall be completed within six months, or said approval will lapse unless extended by the Board or its designated committee.

**ARTICLE VII
GENERAL RESTRICTIONS USE AND OCCUPANCY**

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

Section 2. Only Residential Purposes. No lot shall be used in whole or in part for anything other than residential purposes, except for Model Living Units which may be maintained by the builder or developer only for purposes of the sale of Living Units within the Property. Other than conducting the sale of Living Units, no trade, traffic or business of any kind, whether professional, commercial, industrial or manufacturing or other non-residential use shall be engaged in or carried on upon the Property or any part thereof, nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the Property or adjacent properties.

Section 3. Fences, Walls, Hedges, Mass Planting of any Type.

All fences shall be constructed of natural wood materials of stockade picket type not exceeding six (6) feet in height and shall be of natural wood coloring. All fence posts and fence framing shall be on the interior of the fence. No fence shall be erected forward of the front setback line of a building.

(a) No fence, wall, hedge, or mass planting of any type exceeding a height of six (6) feet above the finished graded surface of the ground upon which it is located, shall be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Board.

(b) No hedge or mass planting of any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the Board.

(c) Side yard fences or walls shall not exceed five (5) feet in height and all fencing must be approved by the Architectural Control Committee.

Section 4. Laundry. No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by lattice, fence, wall or other screening device.

Section 5. Exterior Light Fixtures. No exterior lighting fixtures shall be installed on any Lot or Living Unit without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents of adjacent properties.

Section 6. Boat and Vehicle Storage. No automobile, truck, trailer, boat trailer, or other vehicle, and no boat of any kind shall be parked, left, or stored upon any Lot which is a nuisance or eyesore to the community. Whether such vehicles are a nuisance or eyesore shall be the sole determination of the Board of Directors. As a guideline, no trucks larger than a pickup truck shall be permitted to be parked in the residential house area of the above subdivision for a period of

more than four (4) hours unless the same is present and necessary in the actual construction or repair of buildings on the land. No trucks larger than a pickup truck, trailers, campers or other habitable vehicles of any type, boats or boat trailers shall be parked overnight or for more than four (4) daylight hours in the subdivision unless parked in a completely enclosed garage. No vehicle of any type shall be permitted in the subdivision unless the same has a current license tag in accordance with laws of the State of Florida. No junk or abandoned vehicles of any type shall be permitted in the subdivision. Vehicles shall include, without limitation, motorcycles.

Section 7. Accessories. no swimming pool or sports equipment, shall be visible from a street.

Section 8. Minimum Size. All residences will have a minimum of 1,200 square feet of living area. Living area shall not include garage, screened porch, swimming pool area, or any other area. All garages shall be enclosed, and there shall be no open garages or carports.

Section 9. Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on any lot which may become a nuisance or annoyance to the neighborhood.

Section 10. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that each household may keep not more than two (2) household pets, provided that they are not kept, bred or maintained for any commercial purpose.

Section 11. Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 12. Signs. No sign of any kind may be displayed to the public view on any Lot except on professional signs of not more than seven (7) square feet advertising the property for sale or rent, or signs used by the Declarant to advertise the Property during the initial construction and sales period.

Section 13. Signal Receiving and Transmitting Devices. Except for antennae (not to exceed one per Lot) which shall be approved by the Association prior to installation, neither antennae, nor satellite dishes, nor any other device used to transmit or receive audio or visual signals may be placed or installed on any Lot except in the rear yard of a residence and same shall be screened from view as required by the Association at its sole discretion.

Section 14. No Temporary Structures. Unless otherwise specifically allowed or permitted under these covenants, no trailer, basement, tent, shack, detached garage, barn, shed, tool-house or other outbuilding shall at any time be placed temporarily or permanently upon the Property, nor shall any Property improvements be made to said Property until and unless such owner shall first obtain the written approval per Article VI.

Section 15. No Subdivision. No Lot located within the Property shall be subdivided to constitute more than one building plat.

Section 16. Rights of Declarant. Notwithstanding anything herein to the contrary, Declarant, shall have the right to use the Property for ingress and egress thereover including the use of construction machinery and trucks thereon and no person shall in any way impede or interfere with the Declarant, its employees or agents, in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Furthermore, the Declarant may make such use of the Property free from the interference of Lot Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to,

the maintenance of a sales office and model area, the showing of the Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.

ARTICLE VIII COMMON AREAS

Other than those improvements constructed by Declarant, no improvements shall be constructed upon any portion of the Common Area, if any, without the approval of the Architectural Control Committee.

Section 1. Common Areas. All of the property described in this Declaration of Covenants, Conditions and Restrictions not included within a lot shall be deemed Common Areas.

Section 2. Maintenance. It shall be the duty of the Association to maintain the Common Areas, including any sign and landscaping contained thereon. This duty shall be perpetual, except to the extent that said Common Areas are dedicated to and actually maintained by a public body. It is the express intention of this Section that Declarant shall never have any duty to maintain the Common Areas. The Association's duty of maintenance shall include the maintenance and repair of the wall constructed at the entrance of the Properties.

Section 3. Association Control. From time to time, the Association may adopt reasonable rules and regulations concerning use of the Common Area, if any, which shall be binding upon all members of the Association.

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

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

(c) The Association shall at all times, pay the real property ad valorem taxes, if any, assessed against property owned by the Association and/or pay any other governmental liens which may be assessed against the Property owned by the Association.

(d) The Association at all times, shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Areas, if any. Said insurance policies shall be in the name of the Association and for the benefit of the association members and other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions as the officers or Board of Directors of the Association may determine.

ARTICLE IX GENERAL PROVISIONS DUTIES

The Association shall operate, maintain and manage the surface or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 40-117-0254K requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Furthermore, the Association shall, at all times, operate and maintain a mandatory street lighting system, as approved by the City of Sanford, Florida, within the Properties in such a manner as to enhance the safety and comfort of the Owners, their guests and business invitees.

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The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system and the street lighting system.

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to a reasonable attorneys' fee including attorneys' fees through appellate proceedings.

Section 2. Declarant's Rights. For so long as Declarant owns any Lots in the Mayfair Oaks of Seminole Subdivision prior to Turnover, Declarant reserves and shall have the sole and exclusive right:

(a) To modify and amend this Declaration as may be required by the Federal National Mortgage Association, the Veterans Administration or the Federal Home Mortgage Association or other insurer of first mortgages upon the Lots without acquiring the approval or joinder of any other Owner or Mortgagee.

(b) To amend, modify or grant exceptions or variances from any of the use restrictions set forth in Article VII of this Declaration without notice to or approval by other Owners or mortgagees. 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 conclusively deemed to 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.

(d) To include 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.

(e) Notwithstanding anything contained herein to the contrary in this Declaration, the Articles of Incorporation or Bylaws, the Declarant shall be entitled to use any unsold Lot 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, construction trailers and sales trailers. 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 the Property, any business to consummate the sale of Lots, and all sales office and model furniture shall not be considered Association property and shall remain the property of the Declarant.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed

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by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding the foregoing, this Declaration may be amended prior to January 1, 1999 by the Declarant so long as the Declarant is the owner of at least fifty percent (50%) of the lots and so long as any such amendment is approved as provided for in Section 5, following. Any amendment must be recorded.

Section 5. FHAVA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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

Section 7. Conflicts. In the event of a conflict between this Declaration and provisions of the Bylaws, Articles of Incorporation or rules and regulations of the Association, the terms of this Declaration shall control.

DISSOLUTION LANGUAGE

Section 1. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in Perpetuity.

**ARTICLE X
TURNOVER**

Section 1. Time of Turnover. The Turnover of the Association by the Declarant shall occur at the time as specified in Article IV. Section 2 hereof. After Turnover the business of the Association shall be conducted in accordance with the requirements of Florida Statutes Chapter 617.301 to 617.306.

Section 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 and Class B members of the date of the turnover meeting and its purpose, which is the election of a new board of Directors of the Association.

Section 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 4. Declarant's Rights. For as long as the Declarant holds for sale in the ordinary course of business at least 5 percent of the parcels in all phases of the community, it shall have the right to appoint one (1) member of the Board.

LEGIBILITY UNSATISFACTORY
 FOR MICROFILMING

EXHIBIT "A"

DESCRIPTION

That portion of Section 33, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of said Section 33; thence South 89°57'31" East along the South line of the Southwest 1/4 of Section 33 for 659.84 feet to the westerly boundary of land described in Official Record Book 1148, Page 1978 of the Public Records of Seminole County, Florida; thence North 00°08'18" West along said westerly boundary for 80.00 feet to the northerly right of way line of Poola Road (State Road 46A) and Point of Beginning; thence along said northerly right of way line the following courses: run North 89°51'56" East for 25.00 feet; thence South 49°14'32" East for 32.31 feet; thence South 89°57'31" East 50.00 feet; thence North 84°19'51" East for 50.25 feet; thence South 85°40'16" East for 100.27 feet; thence South 89°14'32" East for 410.64 feet to the easterly boundary of aforesaid lands described in Official Record Book 1148, Page 1978; thence departing aforesaid northerly right of way line of Poola Road run along the southerly and easterly boundary of said lands the following courses: Run North 00°08'18" West for 608.63 feet; thence South 89°57'31" East for 495.00 feet; thence North 00°08'18" West for 165.00 feet; thence departing aforesaid southerly boundary run South 89°57'31" East along said southerly boundary and the easterly prolongation thereof for 464.77 feet to the westerly boundary of PLAT OF MAYFAIR MEADOWS as recorded in Plat Book 29, Page 32 of the Public Records of Seminole County, Florida; thence along said westerly boundary the following two (2) courses: Run North 00°04'41" West for 0.32 feet; thence North 23°41'25" East for 5.05 feet to the southerly boundary of PLAT OF MAYFAIR MEADOWS PHASE II as recorded in Plat Book 32, Page 55 of the Public Records of Seminole County, Florida; thence run along the southerly and westerly boundary of said Plat the following courses: Run northerly along the arc of a circular curve concave northeasterly, having a radius of 253.64 feet, a chord bearing of North 60°39'17" West and a central angle of 10°18'40" for 45.65 feet; thence North 55°46'43" West for 29.45 feet to an intersection with a circular curve concave southerly; thence westerly along the arc of said curve having a radius of 105.19 feet, a chord bearing of North 77°43'02" West and a central angle of 44°18'23" for 81.34 feet; thence South 80°18'24" West for 66.02 feet to an intersection with a circular curve concave northerly; thence westerly along the arc of said curve having a radius of 124.00 feet, a chord bearing of North 72°22'41" West and a central angle of 55°09'18" for 119.37 feet to a Point of Intersection with a circular curve concave southwesterly; thence northwesterly along the arc of said curve having a radius of 100.00 feet, a chord bearing of North 66°53'40" West and a central angle of 44°28'24" for 77.62 feet; thence North 89°08'43" West for 22.67 feet to an intersection with a circular curve concave northeasterly; thence northwesterly along the arc of said curve having a radius of 157.71 feet, a chord bearing of North 67°37'16" West and a central angle of 43°26'40" for 119.58 feet to an intersection with a circular curve concave southwesterly; thence northwesterly along the arc of said curve having a radius of 175.37 feet, a chord bearing of North 60°26'36" West and a central angle of 29°12'16" for 89.39 feet to an intersection with a circular curve concave northeasterly; thence northwesterly along the arc of said curve having a radius of 232.80 feet, a chord bearing of North 61°57'19" West and a central angle of 26°11'01" for 106.39 feet to an intersection with a circular curve concave southwesterly; thence northwesterly along the arc of said curve having a radius of 134.81 feet, a chord bearing of North 67°31'49" West and a central angle of 37°15'58" for 87.68 feet to an intersection with a circular curve concave southeasterly; thence southwesterly along the arc of said curve having a radius of 37.15 feet, a chord bearing of South 61°37'16" West and a central angle of 70°24'56" for 45.66 feet; thence North 63°43'05" West for 60.07 feet; thence North 26°16'55" East for 5.30 feet to an intersection with a circular curve concave westerly; thence northerly along the arc of said curve having a radius of 89.28 feet, a chord bearing of North 02°38'23" West and a central angle of 58°31'56" for 91.21 feet; thence North 31°59'49" West for 192.34 feet to an intersection with a circular curve concave southwesterly; thence northwesterly along the arc of said curve having a radius of 71.19 feet, a chord bearing of North 59°37'45" West and a central angle of 55°19'37" for 68.74 feet; thence North 02°47'36" East for 50.04 feet; thence departing aforesaid westerly boundary of PLAT OF MAYFAIR MEADOWS PHASE II: Run North 00°41'42" West for 196.08 feet to the northerly boundary of aforesaid lands described in Official Record Book 1148, Page 1978; thence along the northerly and westerly boundary of said lands the following courses: North 89°57'31" West for 506.74 feet; thence South 00°08'18" East for 330.00 feet; thence North 89°57'31" West for 99.00 feet; thence South 00°08'18" East for 1240.00 feet to the Point of Beginning.
 Containing 28.87 acres, more or less.

