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MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
01/09/2006 11:10:12 AM
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REVISED BY-LAWS
OF
CHICKASAW RIDGE HOMEOWNERS'
ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is CHICKASAW RIDGE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 509 S. Chickasaw Trail, Orlando, FL 32825 but meetings of members and directors may be held at such places within the State of Florida, County Orange as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to CHICKASAW RIDGE HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the association.

Section 3. "Common Area" shall mean all real property described in the declaration for the common use and enjoyment of the owners.

Section 4. "Lot" Shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 5. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any lot, which is a part of the property.

Section 6. "Declarant" shall mean Maronda Homes, Inc. of Florida, its successors and assigns if such successors 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 the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in O.R. Book 5040 Page 4594, Public Records of Orange County, Florida.

Section 8. "Member" shall mean those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETINGS OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be held in January at a time and place convenient to the majority of homeowners.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by forwarding a copy of such notice, postage prepaid, at least 10 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the association, and or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class A membership shall constitute a quorum for any action including the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Board. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot. Only Board members may exercise more than one proxy.

ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this association shall be managed by a board of three (3) directors, who need to be Class A members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of three years; and at each third annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of Class A members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the board shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the association. Moreover, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a Class A member of the board of Directors, and two or more Class A members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hours, as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use or the Common Area of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions or these By-Laws the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manger, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties.
- (f) Suspend the voting rights and use of the Common Area of a member during any period in which such member receives 3 written violations.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the class A members who are entitled to vote;
- (b) supervise all officers. Agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided In the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

- (2) forward written notice of each assessment to every Owner subject thereto at least thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same, unless payment arrangements are made with a Board member.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid; such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be covered by employee dishonesty insurance.
- (g) cause the Common Area to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of offices. The officers of this Association shall be president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasure, and such other officers as the Board may from time to time by resolution create.

ARTICLE IX COMMITTEES

The association shall appoint a Nominating Committee, as provided in these By-Laws. IN addition, the board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records, and papers of the association shall at all times, during reasonable business hours, be subject to inspection by any Class A member. The Declaration, the Articles of Incorporation, and the By-Laws of the association shall be available for inspection by any Class A member at the principal office of the association, where copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the declaration, each member is obligated to pay to the Association annual and special assessments that are secured by a continuing lien upon the property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date (unless payment arrangements are made), the assessment shall bear interest from the date of delinquency at the rate of 12 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot. IN addition, liens funds paid will be applied to the most recent assessment.

ARTICLE XII WRITTEN VIOLATIONS

Each member is obligated to pay a fine after receiving three (3) or more written violations for not following the Declaration of Covenants, Bylaws, and Articles of Incorporation.

ARTICLE XIII AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by vote of one-third (1/3) of the owners of Lots in the subdivision, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B Membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the articles shall control, and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

ARTICLE XIV MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of the incorporation.

Voted for approval of Revised Covenants, Conditions and Restrictions by the following
Lots owners,

LOT #	NAME
4	Ray Vivanco
5	Barbara Webb
6	Shelly Gross
7	Deatrice Davis
9	Chuck Manno
10	Glen Vasconez
11	Emmett Barrett
12	Jose R. Vicario
13	Jesus Morales
15	Basil Joseph
18	Jorge Rodriquez
20	Lisa Lincoln
21	Barbara Navarro
22	Carlos Camacho
23	Peter Pietri
25	Clarence Lantry
26	William Ryan
27	Yvette Fonseca
28	Diane Green
29	Orlando Colon
30	Gardenia Sterling
31	Alma Green
32	Judith Espaillat
33	Dawn Cohen
38	Thomas Betancourt
39	Jennifer Woods
40	Chris Nipper
41	Hazel Pineda
42	Annemarie Mahaney
43	Stanislav Andelic
44	Rosalyn Ayom
45	Jacqueline Edwards
46	Ken Brown
47	Jeanette Gallego
48	Julio Reyes
49	Dave Johnson
52	Maria Perez
55	Melba Hernandez
56	Alfredo Ramirez
57	Juan Rivero
58	Elenito Bunag

and Executed on January 2006

CHICKASAW RIDGE
HOMEOWNERS' ASSOCIATION, INC.

Lisa B. Lincoln
Lisa B. Lincoln, President

Judy Espallat
Judy Espallat, Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

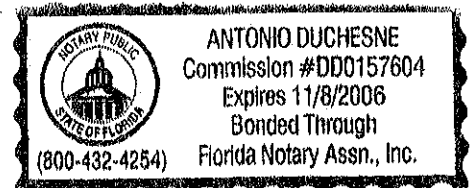
The foregoing instrument was acknowledged before me this 9 day of Jan, 2006
by Lisa Lincoln and Judy Espallat.

[Signature]
(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

ANTONIO DUCHESNE
(Name of Notary Typed, Printed, or Stamped)

Personally Known ☒ OR Produced Identification
Type of Identification Produced _____



State of FLORIDA, County of ORANGE
I hereby certify that this is a true copy of
the document as reflected in the Official Records.
MARTIN O. HAYNIE, COUNTY COMPTROLLER
By: [Signature]
Deputy Comptroller
Dated: 1-9-06





REVISED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHICKASAW
RIDGE

CHICKASAW RIDGE HOMEOWNERS' ASSOCIATION, INC. ("Declarant"), as Successor to MARONDA HOMES, INC. OF FLORIDA, former owner of real property consisting of fifty-eight (58) subdivision Lots located in Orange County, Florida more specifically described in Exhibit "A" attached hereto and incorporated herein, that is subject to the subdivision plat hereinafter referred to as **CHICKASAW RIDGE**, according to the plat thereof recorded in Plat Book 36, Page 19, Public Records of Orange County, Florida.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots constituting such subdivision, Declarant states that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

INSTR 20060016009
OR BK 08411 PG 3348 PGS=13
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
01/09/2006 11:10:12 AM
REC FEE 112.00

Section 1. "Association" shall mean and refer to The Chickasaw Ridge Homeowners' Association and its successors and assigns.

Section 2. "Common Area" Shall mean all real property designated for the common use and enjoyment of the owners.

Section 3. "FHA" shall mean the Federal Housing Administration.

Section 4. "Declarant" Shall mean Maronda Homes, Inc. of Florida and its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from Declarant for the purpose of development.

Section 5. "Lot" shall mean any plot of land shown on the recorded subdivision plat with the exception of the Common Area.

Section 6. "Maintenance" Shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, surface water drainage facilities and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a health, weed free environment for optimum plant growth.

Section 7. "Member" shall mean every person or entity who holds membership in the Association.

Section 8. "Mortgage" shall mean a conventional mortgage.

Section 9. "Mortgagee" shall mean a holder of a conventional mortgage.

Section 10. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property.

Section 11. "Surface Water or Stormwater Management System" means a system that is designed and constructed or implemented to control discharges that are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharge from the system, as permitted pursuant to Chapter 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

Section 12. "Subdivision" shall mean the subdivided real property herein described, known by and hereinafter referred to as Chickasaw Ridge, and such additions thereto as may be brought within the jurisdiction of the Association as herein provided.

Section 13. "VA" shall mean the Veteran's Administration.

Article II.

Membership in Association; Voting Rights

Section 1. Every owner of a Lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. The Association shall have two classes of voting members as follows:

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

Class B. Class B member shall be Declarant, who shall be entitled to exercise three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on February 15, 2001 whichever first occurs.

ARTICLE III. Assessments

Section 1. Lien and personal obligation of assessments. Declarant covenants for each Lot is hereby deemed to covenant by acceptance of the deed for such Lot, whether or not it shall be so expressed in the deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of annual assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the Common Areas and of the homes situated within the subdivision. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the common area
- (B) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area.
- (c) Acquisition of furnishings and equipment for the Common Area as may be determined by the Association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational areas and facilities.
- (d) Operation and maintenance of the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Management district permit NO. 40-095-04730, requirements and applicable District rules, and assisting in the enforcement of restrictions and covenants contained herein.
- (e) Fire insurance covering the full insurable replacement value of the Common Area with extended coverage.
- (f) Liability Insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(g) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the Association.

(h) A standard fidelity bond covering all members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors.

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or that shall be necessary or proper in the operation of the Common Areas, for the benefit of Lot Owners, or for the enforcement of these restrictions.

Section 3. Maximum annual assessment. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment shall be \$120.00 per Lot. The maximum annual assessment may be increased by not more than 20% by a vote of a majority of the Board of Directors of the Association. The maximum annual assessment may be increased above 10% by the vote or written assent of a majority of each class of members.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and quorum for action authorized under sections 3 and 4. written notice of any meeting called for purpose of taking any action authorized by section 3 or 4 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requests (majority) of each class of members, members who were not present in person or by proxy may give their assent in writing within ten (10) days after the date of such meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Commencement and collection of annual assessments. 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 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 sixty (60) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every Owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific Lot has been paid, and shall, on or before February 15 of

each year, cause to be recorded in the office of the county clerk of Orange County, Florida a list of delinquent assessments as of that date.

Section 8. Effect of non-payment of assessments; remedies of the Association. Any assessment not paid within ninety (90) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of the Owner's Lot.

Section 9. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Orange County shall be responsible for the Maintenance, operation, and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices that allow the system 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.

Article IV.

Property Rights

Section 1. Owner's easements of Enjoyment. Every owner of a Lot shall have a right and easement of enjoyment in and to the Common Area, which right shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association;

- (a) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the Common Area;
- (b) The right to suspend the right of use of recreational facilities and the voting rights of any Owner for periods during which assessments against the Lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding sixty (60) days for any infraction of the published rules and regulations of the Association;
- (c) The right to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer shall be effective unless an

instrument executed by two-thirds of each class of members agreeing to such dedication or transfer has been duly recorded. As long as there is Class "B" membership and if the Subdivision has been qualified for home mortgage insurance by the FHA or VA, dedication to the public of Common Area shall require the prior approval of FHA or VA.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each Owner may delegate the right of enjoyment in and to the Common Areas and facilities to the members of the Owner's family, and to guests, tenants, and invitees.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot and any portion or portions of the Common Area adjacent thereto for any encroachment due to the unwilful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent Lots, and between each Lot and any adjacent portion of the Common Area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner.

Section 4. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and signs, all of whom shall have the right and privilege of doing whatever may be necessary in-on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 6. No partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co tenancy.

Section 7. Mortgage or conveyance of Common Area. Once title to the Common Area has been obtained by the Association, the Common Area may not be mortgaged or conveyed

by the Association without the consent of at least two-thirds (2/3) of the Lot Owners (excluding the Declarant). If ingress or egress to any Lot is through a Common Area, any conveyance or encumbrance of such area is subject to the Lot Owner's easement.

Article V.

Use Restrictions

The Subdivision shall be occupied and used only as follows:

Section 1. Each Lot shall be used as a residence for a single family and for no other purpose. Each residential unit shall consist of not less than 1,000 square feet under air, not including garages, carports, or porches.

Section 2. No business of any kind shall be conducted on the Lot with the exception of the small business confined to the internal residence.

Section 3. No noxious or offensive or loud activity shall be carried on in or on any Lot at any time.

- 1a. Quiet hours will be observed between the hours of 11:00pm-7:00am (per Orange County ordinance)

Section 4. No sign of any kind shall be displayed to public view on a Lot or the Common Area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five square feet in size.

Section 5. Nothing shall be done or kept on a Lot or on the Common Area that would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on the Owner's Lot or the Common Area that would result in the cancellation of insurance on any residence or on any part of the Common Area, or which would be in violation of any law.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Area. However, dogs, cats, and other household pets may be kept on Lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial purposes.

- A. Dogs and Cats must be confined to owners back Lot.
- B. Dog owners must clean up dog waste and place in proper receptacles.
- C. Dog walking is confined to the common area or to home Lot. Dogs must be kept on a leash.

Section 7. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or on the Common Area except in sanitary containers located in appropriate areas concealed from public view. Aforementioned trash can be placed outside Lot no sooner than 6:00 pm on the day before pickup.

Section 8. No fence, hedge, wall, or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot.

Section 9. No outbuilding, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently.

- A. Shed or backyard storage unit must be no higher than 10ft.
- B. Exterior color of shed or backyard storage unit must be approved by the board.

Section 10. Nothing shall be altered in constructed on, or removed from the Common Area except on the written consent of the Board with notice to the Association.

Section 11. No satellite dish antenna greater than eighteen inches (18") in diameter shall be installed or constructed on any Lot.

Section 12. No commercial vehicles shall be parked on any Lot except for the delivery of services or goods by the owner/operator of any such commercial vehicle; for the purpose of this Declaration, commercial vehicle means no vehicle with more than 2 axles or separate storage & cab. NO abandoned vehicles may be parked or kept on any Lot except in an enclosed garage; for the purposes of this Declaration, "abandoned vehicle" means any vehicle that is inoperable, or any vehicle whose owner has abandoned it for use. No vehicle may be parked except in a garage or carport, or on a concrete driveway.

- A. Boats, recreational vehicles or other leisure vehicles must be parked in a garage or carport, or on a concrete driveway, or out of view of the front of the house.
- B. Guest parking-Guest may park on the inner circle on the pavement off of the grass so as not to block Lot driveways, fire hydrants, mailboxes, ECT. For no more than 48 hours.

Section 13. Declarant or transferees of Declarant shall undertake the work of developing all Lots included within the subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of Lots by sale, lease, or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of Lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of subdivision Lots.

As used in this section, the words "its transferees" specifically exclude purchasers of Lots improved with completed residences.

Article VI. Owners' Obligation to Repair

Each Owner shall, at such Owner's sole cost and expense, repair such Owner's residence and fences, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. The Board must approve changes of exterior paint colors.

Article VII. Owners' Obligation to Rebuild

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by cause beyond the control of the Owner or Owners.

Article VIII.
Annexation of Additional Property

Declarant may annex additional residential property and Common Area to the subdivision by executing and recording a Supplemental Declaration. The terms and provisions of such Supplemental Declaration shall not be inconsistent with the terms and provisions of this Declaration. If the Subdivision has qualified for home mortgage insurance by the FHA, or VA, then Declarant shall obtain the prior approval of FHA, or VA of annexation of Additional Property.

Article IX
Miscellaneous

Each Lot shall be regularly maintained. Grass no longer than ankle height.
Holiday decorations need to be removed within 4 weeks after the holiday is over.
Recreational equipment, which includes Basketball hoops, must be kept 15 feet away from the street, for the safety of the children.

Article IX.
General Provisions

Section 1. Enforcement. Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, 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. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Surface Water or Stormwater Management System.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than one-third (1/3) of the outstanding votes in the Association, including the votes of Declarant. Any amendment to the covenants and restrictions that 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 prior approval of the St. Johns River Water Management District. As long as there is class "B" membership, and if at the time of amendment of this Declaration shall require the prior approval of the FHA or VA.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any Lot therein, provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

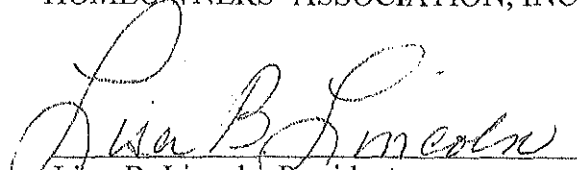
Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty (20) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then Owners of at least 1/10 of the subdivision Lots.

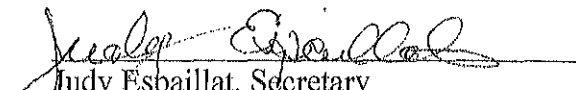
Voted for approval of Revised Covenants, Conditions and Restrictions by the following
Lots owners,

LOT #	NAME
4	Ray Vivanco
5	Barbara Webb
6	Shelly Gross
7	Deatrice Davis
9	Chuck Manno
10	Glen Vasconez
11	Emmett Barrett
12	Jose R. Vicario
13	Jesus Morales
15	Basil Joseph
18	Jorge Rodriquez
20	Lisa Lincoln
21	Barbara Navarro
22	Carlos Camacho
23	Peter Pietri
25	Clarence Lantry
26	William Ryan
27	Yvette Fonseca
28	Diane Green
29	Orlando Colon
30	Gardenia Sterling
31	Alma Green
32	Judith Espailat
33	Dawn Cohen
38	Thomas Betancourt
39	Jennifer Woods
40	Chris Nipper
41	Hazel Pineda
42	Annemarie Mahaney
43	Stanislav Andelic
44	Rosalyn Ayom
45	Jacqueline Edwards
46	Ken Brown
47	Jeanette Gallego
48	Julio Reyes
49	Dave Johnson
52	Maria Perez
55	Melba Hernandez
56	Alfredo Ramirez
57	Juan Rivero
58	Elenito Bunag

and Executed on January 2006

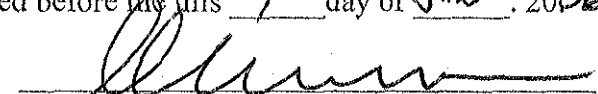
CHICKASAW RIDGE
HOMEOWNERS' ASSOCIATION, INC.


Lisa B. Lincoln, President


Judy Espaillat, Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

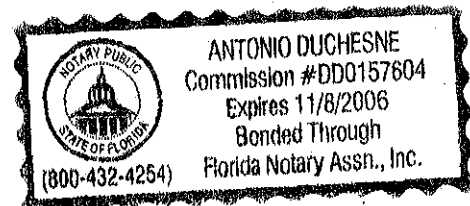
The foregoing instrument was acknowledged before me this 9 day of Jan, 2006
by Lisa Lincoln and Judy Espaillat.

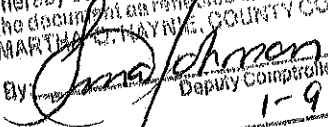

(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

ANTONIO DUCHESNE
(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification
Type of Identification Produced _____



State of FLORIDA, County of ORANGE
I hereby certify that this is a true copy of
the document as reflected in the Official Records.
MARTHA C. HAYNE, COUNTY CONTROLLER
By: 
Deputy Comptroller
Dated: 1-9-06



ARTICLES OF INCORPORATION
OF
CHICKASAW RIDGE HOMEOWNERS' ASSOCIATION, INC.,
A NONPROFIT CORPORATION

We, the undersigned natural persons of legal age, at least two of whom are citizens of the State of Florida, acting as incorporators of a corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following articles of incorporation for such corporation:

ARTICLE I

The name of the corporation (called the association) is Chickasaw Ridge Homeowners' Association, Inc.

ARTICLE II

The association is a non-profit corporation.

ARTICLE III

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 IV

The specific primary purposes for which the association is formed are to provide for maintenance and preservation of the residence lots and common area within a certain subdivided tract of real property described as follows: CHICKASAW RIDGE, according to the plat thereof recorded in Plat Book _____, Page _____, Public Records of Orange County, Florida, and to promote the health, safety, and welfare of the residents within the above-described subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the association for such purpose.

In furtherance of such purposes, the association shall have power and duty to:

(a) Perform all of the duties and obligations of the association as set forth in a certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration") applicable to the subdivision and to be recorded in the public records of Orange County, Florida;

(b) Affix, levy, and collect all charges and assessments pursuant to the terms of the Declaration, and enforce payment

thereof by any lawful means; and pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the association, including all licenses, taxes, or governmental charges levied or imposed on the property of the association; 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;

(c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the association;

(d) Borrow money and, subject to the consent by vote or written instrument of two-thirds of the members, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell, or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds of the members, agreeing to such dedication, sale, or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property and common areas, provided that any merger, consolidation, or annexation shall have the consent by vote or written instrument of two-thirds of the members;

(g) Have and exercise any and all powers, rights, and privileges that a corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

(h) Operate, maintain, and manage the surface water or stormwater management system in a manner consistent with the St. Johns River Water Management District permit No. 40-095-0430 requirements and applicable District rules, and assist in the enforcement of the restrictions and covenants contained in the Declaration.

The association is organized and shall be operated exclusively for the aforementioned purposes. The activities of the association shall be financed by assessments on members as provided in the Declaration, and no part of any net earnings shall inure to the benefit of any member. The assessments shall be used for (along with other needs) the maintenance and repair of the surface water or stormwater management systems, including but not limited to work within retention areas, drainage structure, and drainage easements.

ARTICLE V

The street address of the initial registered office of the association is 4005 Maronda Way, Sanford, Florida 32771, and the name of its initial registered agent at such address is Samuel L. Katanich.

ARTICLE VI

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessments by the association, including contract sellers, shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of a lot that is subject to assessment by the association.

ARTICLE VII

The association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of the declarant as such term is defined in the Declaration, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as such members may determine among themselves, but in no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be the declarant, as such term is defined in the Declaration, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership as provided in the Declaration.

ARTICLE VIII

The number of directors constituting the initial board of directors of the association is three, and the names and addresses of the persons who are to serve as the initial directors are:

Name	Address
Samuel L. Katanich	4005 Maronda Way, Sanford, Florida 32771
Scott C. Howard	4005 Maronda Way, Sanford, Florida 32771

Jeff Logsdon

4005 Maronda Way, Sanford, Florida 32771

ARTICLE IX

On dissolution, the assets of the association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization organized and operated for such similar purposes. 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 that would comply with section 40C-42.027, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE X

The name and street address of each incorporator is:

Name	Address
Samuel L. Katanich	4005 Maronda Way, Sanford, Florida 32771
Scott C. Howard	4005 Maronda Way, Sanford, Florida 32771
Jeff Logsdon	4005 Maronda Way, Sanford, Florida 32771

ARTICLE XI

Amendment of these Articles requires the approval of at least two thirds (2/3) of the owners of lots in the subdivision.

ARTICLE XII

As long as there is Class "B" membership, and if the subdivision has been qualified for home mortgage insurance by the Federal Housing Administration ("FHA") or the Veterans Administration ("VA"), the following actions require the prior approval of the FHA or VA: annexation by the association of additional property, mortgaging of common property, merger or consolidation of the association, and dissolution and amendment of these Articles.

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR CHICKASAW RIDGE

MARONDA HOMES, INC. OF FLORIDA ("Declarant"), is the owner in fee simple of certain real property located in Orange County, Florida, more specifically described in Exhibit "A" attached hereto and incorporated herein, that is subject to the subdivision plat hereinafter referred to as CHICKASAW RIDGE, according to the plat thereof recorded in Plat Book _____, Page _____, Public Records of Orange County, Florida.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots constituting such subdivision, Declarant states that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property 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 The Chickasaw Ridge Homeowners' Association and its successors and assigns.

Section 2. "Common Area" shall mean all real property designated for the common use and enjoyment of the owners.

Section 3. "FHA" shall mean the Federal Housing Administration.

Section 4. "Declarant" shall mean Maronda Homes, Inc., of Florida and its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from Declarant for the purpose of development.

Section 5. "Lot" shall mean any plot of land shown on the recorded subdivision plat with the exception of the Common Area.

Section 6. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, surface water drainage facilities, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weedfree environment for optimum plant growth.

Section 7. "Member" shall mean every person or entity who holds membership in the Association.

Section 8. "Mortgage" shall mean a conventional mortgage.

Section 9. "Mortgagee" shall mean a holder of a conventional mortgage.

Section 10. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property.

Section 11. "Surface Water or Stormwater Management System" means a system that is designed and constructed or implemented to control discharges that 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, 40C-40, or 40C-42, Florida Administrative Code.

Section 12. "Subdivision" shall mean the subdivided real property herein described, known by and hereinafter referred to as CHICKASAW RIDGE, and such additions thereto as may be brought within the jurisdiction of the Association as herein provided.

Section 13. "VA" shall mean the Veteran's Administration.

Article II.

Membership in Association; Voting Rights

Section 1. Every Owner of a Lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. The Association shall have two classes of voting members as follows:

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

Class B. Class B member shall be Declarant, who shall be entitled to exercise three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership when

the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on February 15, 2001, whichever first occurs.

Article III.

Assessments

Section 1. Lien and personal obligation of assessments. Declarant covenants for each Lot within the subdivision, and each Owner of a Lot is hereby deemed to covenant by acceptance of the deed for such Lot, whether or not it shall be so expressed in the deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of annual assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the Common Areas and of the homes situated within the subdivision. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the Common Area.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area.
- (c) Acquisition of furnishings and equipment for the Common Area as may be determined by the Association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational areas and facilities.
- (d) Operation and maintenance of the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management district permit No. 40-095-0430, requirements and applicable District rules, and assisting in the enforcement of the restrictions and covenants contained herein.

(e) Fire insurance covering the full insurable replacement value of the Common Area with extended coverage.

(f) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(g) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the Association.

(h) A standard fidelity bond covering all members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors.

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or that shall be necessary or proper in the opinion of the board of directors of the Association for the operation of the Common Areas, for the benefit of Lot Owners, or for the enforcement of these restrictions.

Section 3. Maximum annual assessment. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment shall be \$120.00 per Lot. The maximum annual assessment may be increased by not more than 20% by a vote of a majority of the Board of Directors of the Association. The maximum annual assessment may be increased above 10% by the vote or written assent of a majority of each class of members.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and quorum for action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting,

but less than the requisite [majority] of each class of members, members who were not present in person or by proxy may give their assent in writing within ten (10) days after the date of such meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Commencement and collection of annual assessments. 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 sixty (60) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific Lot has been paid, and shall, on or before February 15 of each year, cause to be recorded in the office of the county clerk of Orange County, Florida, a list of delinquent assessments as of that date.

Section 8. Effect of nonpayment of assessments; remedies of the Association. Any assessment not paid within ninety (90) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of the Owner's Lot.

Section 9. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. 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 Management System shall mean the exercise of practices that allow the system 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.

Article IV.

Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner of a Lot shall have a right and easement of enjoyment in and to the Common Area, which right shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association:

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

(b) The right to suspend the right of use of recreational facilities and the voting rights of any Owner for periods during which assessments against the Lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding sixty (60) days for any infraction of the published rules and regulations of the Association;

(c) The right to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of members agreeing to such dedication or transfer has been duly recorded. As long as there is Class "B" membership, and if the Subdivision has been qualified for home mortgage insurance by the FHA or VA, dedication to the public of Common Area shall require the prior approval of FHA or VA.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each Owner may delegate the right of enjoyment in and to the Common Areas and facilities to the members of the Owner's family, and to guests, tenants, and invitees.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot and any portion or portions of the Common Area adjacent thereto for any encroachment due to the unwilful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not

more than one foot as measured from any point on the common boundary between adjacent Lots, and between each Lot and any adjacent portion of the Common Area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the wilful conduct of an Owner.

Section 4. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 6. No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

Section 7. Mortgage or conveyance of Common Area. Once title to the Common Area has been obtained by the Association, the Common Area may not be mortgaged or conveyed by the Association without the consent of at least two-thirds (2/3) of the Lot Owners (excluding the Declarant). If ingress or egress to any Lot is through a Common Area, any conveyance or encumbrance of such area is subject to the Lot Owner's easement.

Article V.

Use Restrictions

The subdivision shall be occupied and used only as follows:

Section 1. Each Lot shall be used as a residence for a single family and for no other purpose. Each residential unit shall consist of not less than 1,000 square feet under air, not including garages, carports, or porches.

Section 2. No business of any kind shall be conducted on any residence with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided in Section 11.

Section 3. No noxious or offensive activity shall be carried on in or on any Lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided herein.

Section 4. No sign of any kind shall be displayed to public view on a Lot or the Common Area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five square feet in size.

Section 5. Nothing shall be done or kept on a Lot or on the Common Area that would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on the Owner's Lot or the Common Area that would result in the cancellation of insurance on any residence or on any part of the Common Area, or which would be in violation of any law.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Area. However, dogs, cats, and other household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 7. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or on the Common Area except in sanitary containers located in appropriate areas concealed from public view.

Section 8. No fence, hedge, wall, or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot.

Section 9. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently.

Section 10. Nothing shall be altered in, constructed on, or removed from the Common Area except on the written consent of the Association.

Section 11. No satellite dish antenna greater than eighteen inches (18") in diameter shall be installed or constructed on any Lot.

* Section 12. No commercial vehicles shall be parked on any Lot except for the delivery of services or goods by the owner/operator of any such commercial vehicle. No abandoned vehicles may be parked or kept on any Lot except in an enclosed garage; for the purposes of this Declaration, "abandoned vehicle" means any vehicle that is inoperable, or any vehicle whose owner has abandoned it for use. No vehicle may be parked except in a garage or carport, or on a concrete driveway.

Section 13. Declarant or the transferees of Declarant shall undertake the work of developing all Lots included within the subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of Lots by sale, lease, or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of Lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or

Declarant's transferees from maintaining such signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of subdivision Lots.

As used in this section, the words "its transferees" specifically exclude purchasers of Lots improved with completed residences.

Article VI.

Owners' Obligation to Repair

Each Owner shall, at such Owner's sole cost and expense, repair such Owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

Article VII.

Owners' Obligation to Rebuild

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

Article VIII.

Annexation of Additional Property

Declarant may annex additional residential property and Common Area to the subdivision by executing and recording a Supplemental Declaration. The terms and provisions of such Supplemental Declaration shall not be inconsistent with the terms and provisions of this Declaration. If the Subdivision has qualified for home mortgage insurance by the FHA or VA, then Declarant shall obtain the prior approval of FHA or VA of annexation of Additional Property.

Article IX.

General Provisions

Section 1. Enforcement. Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, 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. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Surface Water or Stormwater Management System.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than two-thirds (2/3) of the outstanding votes in the Association, including the votes of Declarant. Any amendment to the covenants and restrictions that 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. As long as there is Class "B" membership, and if at the time of amendment the Subdivision has qualified for home mortgage insurance by FHA or VA, amendment of this Declaration shall require the prior approval of the FHA or VA.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty (20) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then Owners of at least three-quarters of the subdivision Lots.

Executed on the date first above written.