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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

FOREST EDGE UNITS II AND III AT COUNTRY CREEK

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THIS DECLARATION, made this 10th day of December, 1991, by CALTON HOMES OF FLORIDA, INC., DEVELOPER, whose address is 380 South Northlake Boulevard, Suite 1012, Altamonte Springs, Florida, 32701.

DEVELOPMENT PLAN

Country Creek is a planned unit development (P.U.D.) located in Seminole County, Florida. The land plan for the Country Creek property contemplates a variety of land uses: single family detached homes, cluster homes, townhomes, condominium units and commercial development. The land plan contemplates private streets, recreation and open spaces, sanitary sewer, drainage and water services.

To protect land values and to preserve the natural beauty of Country Creek, each subdivision and condominium being developed in Country Creek will be subjected to land use restrictions and architectural controls at the time it is developed. To enforce these restrictions and to provide the services needed by each development within Country Creek, the Developer will create an owner's association for each separate subdivision and condominium in Country Creek. To coordinate the several separate subdivision and condominium associations and to provide services benefiting the entire Country Creek Community, the Developer has created an overall Master Association. The members of the Master Association shall be representatives from each subdivision and condominium in Country Creek.

PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject the property described in Exhibit "A" (the "Subdivision") to certain covenants and restrictions which are intended to benefit and obligate the

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Owners of each Lot in the Subdivision. This document is sometimes referred to as these "Covenants".

Developer declares that the Subdivision shall be conveyed and occupied subject to all matters set forth in this document. These Covenants shall run with title to the land and shall be binding upon the Developer and upon all parties acquiring any interest in the Subdivision after the recording of these Covenants in the Public Records.

ARTICLE I

MUTUAL BENEFITS AND OBLIGATIONS

The Covenants contained in this document are made for the mutual benefit of each and every Owner of a Lot or Parcel in the Subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each Lot or Parcel and its Owner.

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ARTICLE II

DEFINITIONS

The following words when used in this document shall have the meaning given to them in this Article.

Section 2.1. Subdivision. This term shall mean all the property known as Forest Edge Units II and III at Country Creek as described in the Plats thereof, one of which is recorded in Plat Book 45, at Pages 2, 3 and 4, of the Public Records of Seminole County, Florida, and the other which is not yet recorded.

Section 2.2. Lot. Each platted lot in the Subdivision, regardless of whether a dwelling has been constructed on such lot.

Section 2.3. Master Association. Country Creek Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2.4. Subdivision Association. Forest Edge Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2.5. Owner. Each person who owns record title to

a Lot.

Section 2.6. Limited Common Property. Real or personal property, or interests in real or personal property, which is intended for use and benefit of Owners in Forest Edge at Country Creek, their guests and invitees. By way of example, but not by way of limitation, same shall include streets, tracts, creeks and other retention areas, and medians.

Section 2.7. Assessments. Annual or special assessments by the Subdivision Association against Lots in the Subdivision made in accordance with the terms of these Covenants.

Section 2.8. Resident. Any person occupying a Lot.

Section 2.9. Developer. Calton Homes of Florida, Inc., 380 South Northlake Boulevard, Suite 1012, Altamonte Springs, Florida 32701.

ARTICLE III

SUBDIVISION ASSOCIATION

Section 3.1. General Purpose. The Subdivision Association is organized for the purpose of providing common services to Owners and maintaining Limited Common Property providing enforcement of these Covenants, and engaging in activities for the mutual benefit of the Owners. All Owners are members of the Subdivision Association. Provisions relating to the Subdivision Association are contained in the Articles of Incorporation and By-Laws of the Subdivision Association. The initial services to be provided by the Subdivision Association are: maintenance of Limited Common Property, including the private streets in the Subdivision; Subdivision streets; security services, if approved by a majority vote of the Directors; and grounds and recreational facility maintenance. The Subdivision Association shall have the right to increase or reduce the services it provides by affirmative vote of the members in accordance with the By-Laws of the Subdivision Association. In order to pay for these services, the Subdivision Association will charge Assessments against the Lots and their Owners.

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Section 3.2. Creation of Lien for Assessments. All Lots owned by Owners other than Developer are subject to a continuing lien to secure unpaid Assessments due to the Subdivision Association in accordance with the provisions of these Covenants. This continuing lien will also secure late fees, interest on unpaid Assessments, and the cost of collecting unpaid Assessments, including reasonable attorneys' fees. The Subdivision Association shall have the right to a lien on each Lot for unpaid Assessments commencing upon the initial conveyance of a Lot to an Owner other than the Developer. The lien will be effective from and after recording a claim of lien in the Public Records of Seminole County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Subdivision Association have been fully paid. All Lots or Parcels shall be sold subject to the terms and provisions of the continuing lien described in the Section.

Section 3.3. Annual Assessments. Until conveyance of all Lots by Developer, Developer shall fix the amount and the due date of the annual Assessment. Thereafter, the Board of Directors of the Subdivision Association shall fix the annual Assessment, the date such Assessments become due, and the periods of collection, whether annually, semi-annually, quarterly or monthly. The annual Assessment for each Lot shall be determined by dividing the total Assessment by the total number of Lots in the Subdivision and shall be collected and disbursed by the Subdivision Association. The Board shall notify the Owners of each Lot of the amount and the date on which the Assessments are payable and the place of payment. The Subdivision Association shall, without charge, on written request of any Owner or the mortgagee of any Owner, furnish a certificate signed by an officer or duly authorized agent of the Subdivision Association which sets forth the Assessments levied against an Owner and the Owner's Lot and whether the Assessment has been paid. Until December 31, 1992, the maximum annual assessment by the Homeowners Association for each lot shall be Two Hundred Dollars (\$200.00) per Lot. After 1/1/93, the maximum annual

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assessment of the Homeowners Association may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased by more than five percent (5%) above the maximum assessment for the previous year by a vote of two-thirds (2/3) of the Class A members who are voting in person or by proxy, at a meeting of the Homeowners Association duly called for this purpose. The Board of Directors may fix the annual assessments at an amount not to exceed the maximum.

Section 3.4. Special Assessments. The Subdivision Association may levy a special Assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Subdivision Association. A major repair is a repair made to an existing capital improvement which exceeds Three Hundred Dollars (\$300.00) and the useful life of which is greater than one (1) year. Replacement of a capital improvement means any replacement of an existing capital improvement. The Subdivision Association may levy or collect a special Assessment to acquire a new capital improvement if the cost of the improvement is less than Two Thousand Five Hundred Dollars (\$2,500.00), or if the cost exceeds Two Thousand Five Hundred Dollars (\$2,500.00) and the Assessment is approved by a vote of two-thirds (2/3) of the Class A members of the Subdivision Association.

Section 3.5. Date of Commencement of Annual Assessments. The annual Assessment for each Lot shall begin upon the initial conveyance of a Lot to an Owner other than Developer. The first annual Assessment for each Lot shall be made for the balance of the fiscal year of the Subdivision Association. The first annual Assessment shall be due and payable in advance in the installments and at the place established by Developer at the time of such conveyance.

Section 3.6. Effect of Non-payment of Assessment; Remedies of the Subdivision Association. Any Assessment payment not paid within thirty (30) days after the due date shall be subject to a late fee of Ten Dollars (\$10.00) and shall bear interest from the

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due date at the rate of eighteen percent (18%) per annum until paid. Additionally, the Subdivision Association may accelerate payment of the entire annual Assessment, may bring an action against the Owner of the Lot for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. No Owner may waive or otherwise escape liability for Assessments by non-use of Limited Common Property or by abandonment of the Lot owned by such Owner.

Section 3.7. Subordination of Lien to Mortgages. The lien of any Assessment authorized by these Covenants shall subordinate to the lien of any first mortgage on the Lot made by a generally recognized institutional lender, such as a savings and loan association, bank, credit union, insurance company, or the like, so long as all Assessments levied against the Lot which fell due on or prior to the date the mortgage is recorded have been paid. The sale or transfer of any Lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for Assessments which fell due prior to the date of such sale, transfer or foreclosure.

Section 3.8. Damage by Owners. The Owners of a Lot shall be responsible for any expense incurred by the Subdivision Association to repair or replace Limited Common Property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, guests, agents, or invitees. Any such expense shall be apart of the Assessments to which the Owner's Lot is subject and shall be due and payable in the same manner as annual Assessments provided for in these Covenants. In no event shall the liability of any owner exceed the maximum allowed under applicable law.

Section 3.9. Non-Payment. Failure to pay assessments does not constitute a default under an insured mortgage.

ARTICLE IV

OWNER'S RIGHTS

Section 4.1. Right to Use Limited Common Property. Each Owner has the non-exclusive right and easement of enjoyment in

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common with all other owners to use Limited Common Property. This right shall pass with, and be appurtenant to, the title to the Lot owned by the Owner.

Section 4.2. Membership and Voting Rights in the Association. Every Owner of a Lot which is subject to assessment shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Homeowners 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 owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves 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, 1993.

Section 4.3. Access. Each Owner and his guests, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Subdivision, holder of mortgage liens on any Lot and such other persons as the Developer or the Subdivision Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the roadways shown on the Subdivision Plat. These rights are subject to the right of the Developer to install and maintain utility lines and facilities in the roadways. Ingress may be denied by the Developer to any person who, in the reasonable opinion of the Developer or Subdivision Association, may create a disturbance or nuisance on any part of the Country Creek Community. The Developer shall have the right, but not the obligation, to control and prohibit parking on any part

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of the roadways. The Developer shall have the right, but not the obligation, to remove or require the removal of any thing, natural or artificial, located in the Subdivision, if the same will, in the reasonable judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the roadways. The Developer may relocate or close any part of the roadways without the consent or joinder of any party so long as the Subdivision is not denied reasonable access to a public dedicated street or highway by such relocation or closure.

Section 4.4. Utilities. Each Owner may use the underground utility lines, lift and pumping stations, pipes, sewer, and drainage lines constructed in the roads or other easements as shown on the Subdivision Plat, as the same may be relocated from time to time, subject to regulations and ordinances of the City of Altamonte Springs.

Section 4.5. Easements Across Adjacent Residential Parcels. As the nature of cluster and "o" Lot line housing necessitates the entry onto adjacent Lots for the purpose of maintaining residences, each Owner, by acceptance of his deed, grants to an adjacent Lot Owner, or its agent or employees, the right of ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of such adjacent residence or other improvements but for not other purpose.

Section 4.6. Sidewalks. Each Owner has the non-exclusive right to use in common with others all sidewalks located in the Subdivision, whether same are situated on Limited Common Property or on a portion of a Lot. As to a sidewalk situated on a portion of a Lot, this non-exclusive right shall exist to all Owners whether the sidewalk was installed prior to or after conveyance of said Lot to the Owner thereof.

Section 4.7. Pedestrian Easements. The Developer contemplates that there will be sidewalks located in the Subdivision in a pattern to allow internal circulation of pedestrian movement. Wherever same are located in the Subdivision, each Owner of a Lot adjacent thereto, by acceptance of his deed,

grants to all parties using said sidewalks the right of ingress and egress over his Lot where necessary to obtain access to said internal circulation pattern.

ARTICLE V

RIGHTS OF THE SUBDIVISION ASSOCIATION

Section 5.1. Enforcement Rights. The Subdivision Association, its agents or employees, shall have the right, but not the obligation, to enter upon any Lot to cure any violation of these Covenants. Any such removal or curing shall be at the expense of the Owner of the Lot on which the violation has occurred or exists, which expense shall be payable by such Owner to the Subdivision Association on demand. Entry to remove and cure any violation of these Covenants shall not be a trespass and the Subdivision Association shall not be liable for any damages on account of the entry.

The rights of the Subdivision Association described in this Article shall not be construed as a limitation on the rights of the Developer or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Subdivision Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time.

Section 5.2. Lien Rights. Any amounts owed by an Owner to the Subdivision Association as a result of the Subdivision Association's abating or curing violations of these Covenants shall be due and payable within ten (10) days from the date of receipt of a statement for such amounts from the Subdivision Association. If any of said sums are not paid when due, they shall be added to and become part of the annual Assessment to which the Lot is subject.

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Section 5.3. Limited Common Property Rights. The Subdivision Association shall have the right:

5.3.1. to adopt reasonable rules and regulations pertaining to the use of the Limited Common Property, the preservation of such property, and the safety and convenience of the other users of the Limited Common Property;

5.3.2. to charge nondiscriminatory and reasonable fees for the use of any recreational facility;

5.3.3. to suspend the right to use any recreational facility by an Owner for any period during which an Assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for the violation of any of its published rules and regulations;

5.3.4. to convey or encumber any Limited Common Property if authorized by two-thirds (2/3) of the Owners;

5.3.5. to grant easements and rights-of-way over the Limited Common Property as it deems necessary or appropriate for the proper servicing and maintenance of the Limited Common Property and for the development and improvement of any portion of the Country Creek Community; and

5.3.6. to dedicate to the public any street or other improvement forming part of the Limited Common Property provided the Subdivision Association shall obtain written approval of the Master Association prior to any such dedication.

ARTICLE VI

RIGHTS OF DEVELOPER

Section 6.1. Eminent Domain. If all or part of any easement granted by Developer is taken by eminent domain, no claim shall be made by the Subdivision Association or any Owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide Owners with access to their Lots and with utility service if such an easement is available over lands within the control of Developer.

Section 6.2. Easements for Utilities and Cable Television.

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Developer reserves a perpetual easement on, over and under the easements and Limited Common Property shown on the Subdivision Plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. Developer reserves an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this Section shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements. All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer which are assignable by Developer to third parties who undertake to provide some or all of the services enumerated in this section.

Section 6.3. Drainage. Drainage flow shall not be obstructed or diverted from drainage easements, or any other location of same. Developer may, but shall not be required to, cut drainways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 6.4. Maintenance Easement. Developer reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Limited Common Property. Additionally, the Developer reserves an easement over, upon and across all Lots that abut or are adjacent to a creek or other retention area for the purpose of preserving, maintaining or improving same.

Section 6.5. Developer Rights re: Temporary Structures, Etc. Developer reserves the right to erect and maintain temporary dwellings, model houses and/or other structures upon Lots owned by Developer and to erect and maintain such commercial and display

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signs as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of improvement on the Lots. Nothing contained elsewhere in these Covenants shall be construed to restrict the foregoing right of Developer.

Section 6.6. Reservation. If a structure is erected, or the construction of a structure is substantially advanced, in a manner that violates the restrictions contained in these Covenants or in a manner that encroaches on any Lot line, Limited Common Property, or easement area, Developer shall have the right to release the Lot from the restriction it violates. Developer shall also have the right to grant an easement to permit encroachment by the structure over the Lot line, or on the Limited Common Property or the easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or easement will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and appearance of the Subdivision.

ARTICLE VII

MASTER ASSOCIATION

The Country Creek Community will be operated by a Master Association which is composed of one (1) or more representatives from each Subdivision in Country Creek. The Master Association for the Country Creek Community has certain powers, rights and duties with respect to the Subdivision and Country Creek which are set forth in its Articles of Incorporation and By-Laws and in recorded Country Creek Community Covenants, as the same may be amended from time to time. Generally, the Master Association has certain maintenance, operation and management responsibilities with respect to roadways, bridges, drainage facilities, rights-of-way, medians, entranceways, traffic control systems, lakes and other common areas to be used in common with all residents of Country Creek, the payment of real estate ad valorem taxes assessed against such common areas and for other services, all of which are more particularly described in the Country Creek Community Covenants,

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as the same may be amended from time to time. If the Subdivision Association or any Owner refuses or fails to perform the obligations imposed on it under these Covenants and the Articles of Incorporation and By-Laws of the Subdivision Association, the Master Association is authorized to perform the obligation that the Subdivision Association or Owner has failed or refused to perform. Any expenses incurred by the Master Association shall be reimbursed by the Subdivision Association or the Owner, as the case may be. Developer anticipates that each Lot in the Country Creek Community will be subjected to the Country Creek Community Covenants, as the same may be amended from time to time.

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ARTICLE VIII

ARCHITECTURAL CONTROLS

Section 8.1. Plans. All plans for construction of improvements on Lots, including the proposed location thereof, construction materials, and outward appearance including color and texture of exterior materials, whether initial construction or changes or additions to an existing improvement and landscaping, shall require the approval in writing by the Architectural Review Committee ("ARC") before any work is commenced. The ARC shall consist of three (3) persons appointed by the Board of directors of the Subdivision Association who shall serve at the pleasure of the Board of Directors. Any change in the outward appearance of any improvement, including but not limited to repainting the same in a different color, adding decorative sculptures, wrought iron grills, or the like, shall also require approval in writing by the ARC before any work is commenced.

Section 8.2. Duties of ARC. The ARC shall approve or disapprove the plans for an improvement within ten (10) days after the same is submitted to it in proper form. If the plans are not approved within such period, they shall be deemed to have been disapproved. The plans submitted to the ARC for approval shall include all plans necessary for construction and shall meet the following standards:

- 8.2.1. Be not less than 1/8"-1" scale;
- 8.2.2. Show the elevation of the ground on all sides of the proposed structure as it will exist after grading;
- 8.2.3. Show the outlines of all foundations, setbacks, trees (which must comply with the ordinances of the City of Altamonte Springs), including the dimensions and the species thereof, drives, fences, outbuildings and garages, existing and proposed;
- 8.2.4. Include a list of proposed materials and samples of exterior materials and finishes which cannot be described to the ARC's satisfaction; and
- 8.2.5. Show the size and type of all plant stock in the landscaping plan.

The Developer and the ARC shall not be responsible for defects in plans or specifications or for defects in the improvements. The ARC's review of plans is limited solely to appearance of the improvements and does not include compliance with applicable building codes.

Section 8.3. Design Criteria. It is the Developer's intent to create and maintain a Subdivision in harmony with its surroundings and the natural elements of the land. In accordance with this intent, the following materials will generally be acceptable, subject to approval by the ARC in each specific application: (a) textured stucco, (b) struck block on rear and sides, (c) wood siding or simulated wood, (d) stone, brick or simulated brick, (e) wood shakes, and (f) asphalt or tile roofing in natural or traditional, subdued tones.

Section 8.4. Structure Criteria.

8.4.1. All outside radio and television antennas shall be installed in such a way as not to be visible from the street. If a master antenna or cable television is available to the Subdivision, radio and television antennas will not be permitted on any Lot; provided ARC may permit short wave and other special antennas on the Lot.

8.4.2. All plumbing and heating vents and roof

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ventilators protruding from roofs shall be painted the same color as the roof.

8.4.3. Swimming pools shall be permitted if Lot size permits the same. However, the siting of the pool on the Lot must be approved by the ARC prior to construction.

8.4.4. There shall be no silver finish metal doors (including glass sliding doors) or window of any kind on the front or sides of any home, however, a factory painted anodized finish may be used. The color of such finish may be white, black, ivory, brown or other natural earth tones.

8.4.5. No fences without ARC approval shall be constructed on any Lot. All fences, including fences for backyards and swimming pools, and shrub lines must be approved by the ARC prior to construction. No fence shall be closer to any street adjacent to the Lot than is the closest structural wall of the improvements situate on said Lot. The ARC may require that the composition and color of any fence be consistent with fences around surrounding homes.

Section 8.5. Miscellaneous Restrictions.

8.5.1. All Lots in the Subdivision are residential parcels and shall be used exclusively for single family residential purposes. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residence dwelling not to exceed two (2) stories and a private garage for not more than three (3) cars. Detached auxiliary buildings, including but not limited to dog houses, storage buildings, play houses, or tree houses are not permitted without prior approval of the ARC. Outside clothes drying devices may be installed, constructed, attached or erected, provided said devices are totally screened or fence in, and cannot be viewed from any other Lot or Limited Common Property, and further provided that same may be installed, constructed, attached or erected only in compliance with the other Sections of this Article VIII.

8.5.2. All Lots, and any improvements placed thereon,

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shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained substantially as shown on the approved plans. In order to implement effective control of this item, Developer reserves the right for itself, its agents and the Subdivision Association, after ten (10) days written notice to any Lot Owner, to enter upon any Lot for the purpose of mowing, pruning, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of Developer or the Subdivision Association detracts from the overall beauty and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. Developer and the Subdivision Association may charge the Owner the reasonable cost of such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity. The provisions of this Section shall not be construed as an obligation on the part of Developer or the Subdivision Association to mow, clear, cut or prune any Lot or to provide garbage or trash removal services. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compact units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened so as not to be visible from any road or adjacent property within sight distance of the Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

8.5.3. No animals, except household pets, shall be kept on any Lot. The number of animals kept as pets (i.e., dogs, cats) shall not exceed three (3) in any one household. Residents shall not breed such animals as a hobby or for profit, and are encouraged to have such animals neutered. No animal shall be permitted off the Lot unless on a leash.

8.5.4. All garages must have doors that are maintained in a useful condition and are kept closed. No garage shall be permanently enclosed or converted to other usage without ARC

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Subdivision for any period of time in excess of twenty-four (24) hours, except in garages. Immobile or unsightly vehicles, or vehicles under repair shall not be allowed on any Lot within the Subdivision or on Limited Common Property, except in an enclosed garage.

8.5.10. No tree of any species or any size may be removed from any place in the Subdivision without the specific prior written approval of the ARC. Violation of this covenant shall result in the party so removing a tree being obligated to replant within the subdivision two (2) trees of the same species and equal size for each tree removed without the specified authorization, or two (2) trees of a different species and a lesser size if so approved by the ARC; provided, however, that the minimum size of replacement tree shall be three inches (3") in diameter measured at a point two feet (2') above the average height of the ground at the base. Each Owner, by the acceptance of a deed to his Lot, agrees that the penalty for violation of this covenant shall apply to his Lot if said violation is done by himself, his family, his agents, guest or invitees. Should the Owner or said violating party not plant the required replacement trees, and the Subdivision Association is so required to do, the cost of same shall be payable to the Subdivision Association, and shall be a part of the Assessments to which the Owner's Lot is subject and shall be due and payable in the same manner as annual Assessments provided for in these Covenants.

8.5.11. No landscaping plan shall be changed or altered from the original plan without the consent of the ARC. Any landscaping plan changes or alterations submitted to ARC shall provide for and include the following items:

- a. A landscape scheme;
- b. A list of all plant stock included in the scheme; and
- c. The size of such stock at the time of planting.

Then entire Lot, including that portion of the Lot between the street pavement and the right-of-way line, shall be landscaped and

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maintained. No gravel, rocks, artificial turf, or other similar materials shall be permitted as a substitute for a grass lawn. It shall be the goal of the ARC in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

8.5.12. No improvements shall be constructed in, nor any vegetation removed from, the Landscape and Drainage Easement, the Greenbelt, and Drainage Easement areas shown on the Subdivision Plat without prior written approval of the ARC.

ARTICLE IX
UTILITY PROVISIONS

Section 9.1. Water System. The central water supply system provided by the City of Altamonte Springs for the service of the Subdivision shall be used as the sole source of water. Each Owner shall pay water meter charges established by the City and shall maintain and repair all portions of such water line located within the boundaries of his Lot. No individual water supply system or well shall be permitted on any Lot without approval of the Subdivision Association.

Section 9.2. Sewage System. The central sewage system provided by the City of Altamonte Springs for the service of the Subdivision shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates of the furnishing of such sewage collection and disposal service made by the operator thereof. No septic tank or drain field shall be placed or allowed within the Subdivision.

Section 9.3. Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots only by parties approved by Developer or the City of Altamonte Springs. Each Lot Owner shall pay when due the periodic charges or rates for such garbage collection service made by the party providing same.

Section 9.4. Electrical and Telephone Service. All telephone, electric and other utilities lines and connections

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between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable by the City of Altamonte Springs.

Section 9.5. Cable Television System. Developer reserves the exclusive right to provide or contract for cable television service to the Subdivision. No other cable television system will be permitted in the Subdivision unless Developer agrees in writing to permit such service. Nothing contained in this Section shall be construed to obligate Developer to provide cable television service to the Subdivision. No service will be provided to an Owner unless the Owner or the Subdivision Association pays the charges assessed in connection with any cable television service provided.

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ARTICLE X

GENERAL PROVISIONS

Section 10.1 Duration and Amendment. These Covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years from the date of recordation hereof, after which time they will be automatically extended for periods of ten (10) years each, and shall inure to the benefit of and be enforceable by the Developer, the Subdivision Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformance with requirements as described below. These Covenants may be modified or terminated only by a duly recorded written instrument executed by two-thirds (2/3) of the Lot Owners; provided however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. The Developer specifically reserves the absolute and unconditional right, so long as it owns any Lots, to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage

Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or to clarify the provisions herein, without the consent or joinder of any party. 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 areas, and further amendments of the Declaration. Notwithstanding anything contained herein to the contrary, the provisions hereof affecting the rights or duties of the Developer shall not be amended or terminated at any time without the consent in writing of the Developer.

Section 10.2. Notices. Any notice required to be sent to any person pursuant to any provision of these Covenants will be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Subdivision Association. The effective date of the notice shall be the date of mailing. Each Member shall notify the Subdivision Association when such Member sells or leases his Lot and shall furnish the Subdivision Association with any additional information as the Subdivision Association deems necessary or desirable.

Section 10.3. Severability. Whenever possible, each provision of these Covenants shall be interpreted in a manner that is effective and valid. If any provision of these Covenants is prohibited or held invalid, the prohibition or invalidity shall not affect any other provision which can be given effect. To this end, the provisions of these Covenants are declared to be severable.

Section 10.4. Assignment by Developer. Developer shall have the sole and exclusive right to transfer to such person, firms or corporation as it shall select, any or all of the easements and rights whatsoever given to or reserved by Developer in these Covenants. All easements and rights shall be for the benefit of Developer, its successors and assigns.

Section 10.5. Disputes and Construction of Terms. In the

event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Master Association. The Board of Directors of the Master Association shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The said Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

IN WITNESS WHEREOF, Developer has caused these Covenants to be properly executed, and recorded in the Public Records of Seminole County, Florida, this 10th day of December, 1991.

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Signed, sealed and delivered in the presence of:

Sheila Olson
Sheila Olson
SHEILA OLSON
Kim Hall
Kim HALL
KIM HALL

Ronald E. Fenn
Ronald E. Fenn, President
Calton Homes of Florida, Inc.

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared RONALD E. FENN, to me known to be the person who executed the foregoing instrument and he acknowledged to me that he executed the same.

WITNESS my hand and official seal this 10th day of December, 1991.

Jennifer M. Miles
Notary Public
Jennifer M. Miles

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
BY COMMISSION EXPIRES OCTOBER 26, 1994
BONDED THROUGH ALAPOST AGENCY INC.

THIS INSTRUMENT PREPARED BY:
NAME _____
ADDR. _____