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Rec Fee \$ 85.00
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Total \$ 96.00

MARTHA O. HAYNIE,
Orange County
Comptroller
By [Signature]
Deputy Clerk

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING
OCT 22 1990 [Signature]

3634491 ORANGE CO. FL.
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CHELSEA RIDGE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") made this 17th day of August, 1990, by CHELSEA RIDGE, LTD., a Florida limited partnership, hereinafter referred to as "Developer";

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property in Orange County, Florida, which is more particularly described as Chelsea Ridge as recorded in Plat Book 26, Page 138-140, of the Public Records of Orange County, Florida (the "Property"), and

WHEREAS, Developer desires to develop the Property, as Chelsea Ridge, a residential community of single family residences; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values and amenities in said community and for the maintenance of the Common Areas and improvements thereof, it any, and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community to create an entity to which should be delegated and assigned the powers of administering and enforcing this Declaration; collecting and disbursing the assessments and charges hereinafter created; and promoting the recreation, health safety and welfare of the Owners; and

WHEREAS, the Developer has incorporated, or will incorporate, under the laws of the State of Florida as a nonprofit corporation, Chelsea Ridge Homeowners' Association, Inc. for the purposes of exercising the functions stated above.

NOW, THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "covenants and restrictions") hereinafter set forth.

RETURN TO CLERKS OFFICE - B.C.C. - 5TH FLOOR CO. ADMIN BLDG. - MARGARET

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any supplemental declaration (unless the context shall otherwise prohibit), shall have the following meanings:

- a. "Additions to the Property" shall mean and refer to real property other than the Property, which becomes subject to the Declaration or any supplemental Declaration under the provisions of Article VIII hereof. There shall be no restrictions on the number of Additions to the Property nor shall there be any restrictions as to the number of lots contained within each Addition to the Property.
- b. "ARB" shall mean and refer to the Architectural Review Board.
- c. "Association" shall mean and refer to Chelsea Ridge Homeowners' Association, Inc.
- d. "Builder" shall mean and refer to an Owner who has purchased a Lot for the sole purchase of erecting a Living Unit on the Lot for resale to an Ultimate Purchaser.
- e. "Common Areas" shall mean and refer to those tracts of land, together with any improvements thereon, which are owned or to be owned by the Association. In addition, the Common Areas will include any walls, signage, landscaping, lighting or irrigation within that certain Landscape Wall Easement as reflected on the Plat.
- f. "Easement Properties" shall mean those properties so designated on the Plat and reserved for certain public and private uses as stated on the Plat, such as utilities, landscaping, and drainage.
- g. "Lot" shall mean and refer to any numbered plot of land shown upon the Plat.

- h. "Living Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family.
- i. "Maintenance Year" shall mean and refer to a year running from January 1 through December 31.
- j. "Members" of the Association shall mean and refer to all Owners entitled to membership in the Association as set forth in Article V.
- k. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is situated upon the Property, but, excluding those having such interest merely as security for the performance of an obligation.
- l. "Plat" shall mean and refer to any recorded or unrecorded subdivision map or maps of all or a portion of the Property.
- m. "Property" shall mean and refer to Chelsea Ridge, according to the Plat thereof as recorded in Plat Book 26, Page 138-140, Public Records of Orange County, Florida.
- n. "Rules and Regulations" shall mean and refer to any and all rules and regulations duly promulgated by the Board of Directors of the Association pursuant to its powers under the Declaration and Articles of Incorporation and Bylaws of the Association.
- o. "Ultimate Purchaser" shall mean and refer to an Owner who has purchased a Lot and Living Unit from a Builder or the Developer.

ARTICLE II

ARCHITECTURAL REVIEW BOARD

Section 1. The Developer, upon the recording of the Declaration, shall immediately form a Committee known as the "Architectural Review Board," hereinafter referred to as the "ARB,"

initially consisting of four (4) persons designated by Developer. Until the "Turnover Date" in Article IV, Section 3, the Developer shall have sole discretion in the appointment of the members of the "ARB" and may remove any member at any time without cause. The ARB shall maintain this composition until all Lots have been conveyed to Ultimate Purchasers.

Section 2. Prior to obtaining a building permit or commencing construction of any building, fence, wall, pool, landscaping or other structure upon the Property, two (2) sets of plans and specifications, lot grading and/or landscaping plans must be submitted to the ARB for its review. The ARB shall approve or disapprove the plans within ten (10) days of its receipt. If in its opinion for any reason, including purely aesthetic reasons, the ARB determines that the plans are not consistent with the development plan formulated by the Developer for the Property or contiguous lands thereto, it shall disapprove the plans. The conclusion and opinion of the ARB shall be binding. Approval of the plans must be evidenced by the signature of at least one (1) member of the ARB on the plans furnished. The existence of the signature of at least one (1) member of the ARB on any plan shall be conclusive proof of the approval by the ARB of such plan. During its review of the plans, the ARB may require that samples of building materials proposed or any other data or information necessary to reach its decision be submitted to the ARB. The work performed must conform substantially in accordance with the plans as approved, or the Association may enforce the plans as approved pursuant to Article IX, Section 4 herein. In the event the ARB fails to respond within thirty (30) days from receipt of the plans, the plans submitted shall be deemed to have been approved by the ARB.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas. Such easement shall be appurtenant to and shall pass with title to every Lot subject to the rights of the Developer contained herein and subject to the following provisions:

- a. The right of the Association to levy initial, annual and special assessments.

- b. The right of the Association to suspend the voting rights and the right to use of Common Areas for any period during which any assessment remains unpaid, and for a period not to exceed sixty (60) days for any infraction of this Declaration and the Association's Rules and Regulations.
- c. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, public authority, or utility for such purposes and subject to such conditions as may be agreed by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded in the Public Records of Orange County, Florida.
- d. The rights of an Owner shall in no way be altered or restricted because of the location of the Common Area in a phase of the Property in which such Owner is not a resident. The Common Areas shall be used by all Owners of Living Units in the Property, notwithstanding the section or phase of the Property in which the Owner's Living Unit is located; and
- e. The right of the Association to charge reasonable admission and other fees and to establish reasonable rules and regulations for the use of the Common Areas.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas and facilities to the members of his family, his guests, his tenants, or contract purchasers who reside on the Property, subject to such rules and regulations that may be established from time to time by the Association.

Section 3. Damage or Construction of Common Areas by Owner. In the event any part of the Common Areas is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agent or member of his family, such Owner does hereby authorize the Association to repair said damaged area at the Owner's expense. The Association shall repair said damaged area in a good workman-like manner and in conformance with the original plans and

specifications as they may have been altered or modified by the Association pertaining to the damaged area. The cost of said repairs shall be deemed a special assessment against the Owner due and payable upon being assessed against the Owner, and in the event said special assessment is not paid when due, the Association shall have the right to place a lien on the Owner's Lot for payment of such assessment and to otherwise proceed to collect same in accordance with the law. Enforcement of any assessment lien against an Owner shall be consistent with the enforcement of these covenants and restrictions as set forth herein.

ARTICLE IV

THE ASSOCIATION

Section 1. Association. The Association shall be organized, among other things, to administer and maintain the Common Areas, if any, and administer and enforce the Declaration. The Association shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation of the Association and the Bylaws of the Association.

Section 2. Membership and Voting. Membership and voting rights in the Association shall be set forth in Article V hereof and in the Articles of Incorporation and Bylaws of the Association.

Section 3. Turnover of Control. Developer reserves the right to designate the initial members of the Board of Directors of the Association and their successors until the earlier of (i) five (5) years from the date of conveyance of the first Lot in Chelsea Ridge to an Ultimate Purchaser as evidenced by the date such deed is recorded in the Public Records of Orange County, Florida; or (ii) ninety (90) days after seventy-five percent (75%) of all Lots which the Developer plans to ultimately develop in Chelsea Ridge have been conveyed to Ultimate Purchasers; or (iii) three years after fifty percent (50%) of the Lots which the Developer plans to ultimately develop in Chelsea Ridge have been conveyed to Ultimate Purchasers; or (iv) the date the developer sends to the Association and to each Member a thirty (30) days' notice that Developer voluntarily relinquishes its right to continue to designate members of the Board, which earlier date is referred to herein as the "Turnover Date." Upon and after the Turnover Date, the Board shall be elected by the Members of the Association in accordance with the terms and provisions of this Declaration and the Articles and Bylaws, except that the Developer

shall be entitled to elect one member to the Board for so long as the Developer owns any Lots in the Property.

Section 4. Books and Records. The Association shall make available to Owners and mortgagees, and to holders, insurers or guarantors of any first mortgage on all or a portion of the Property, including Living Units, current copies of the Declaration, Bylaws and Articles of Incorporation of the Association, other rules concerning the Property, and the books and records of the Association. The Association shall be deemed to have made such items available, if they are available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 5. Management Agreement. Any professional management contract entered into by the Association shall contain reasonable terms and termination provisions. Any contracts or leases entered into by the Association prior to the Turnover Date, including any professional management contract, shall provide a right of termination without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days' notice to the other party thereto.

Section 6. Notice to Mortgagees. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a first mortgage on a Living Unit and/or Lot, the Association shall provide timely written notice of any delinquency in the payment of assessments or charges owed by an Owner of a Living Unit and/or Lot subject to a first mortgage held, insured or guaranteed by such requesting party, which remains uncured for a period of sixty (60) days.

Section 7. Dissolution of Association. The Association may be dissolved with the written consent of not less than ninety percent (90%) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. Member. 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 any Lot.

Section 2. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing a record title to a Lot in the Property. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior owner is terminated. The new Owner shall notify the Association of the recording of the deed or other instrument establishing record title and shall furnish the Association a certified copy of such instrument if required by the Association.

Section 3. Classes of Voting Membership. The Association shall have two classes of voting membership:

Class A. Class A Member(s) shall be all Owners, with the exception of the Developer, 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 person entitled to cast the vote for the Lot shall be designated by a certificate filed with the Secretary of the Association, at any time before the vote is cast, signed by all record owners of the Lot. If any Lot is owned by a corporation, a similar certificate shall be required designating the person entitled to cast the vote for such Lot. Lacking such certificate by multiple owners or corporation, the vote for that Lot shall not be considered in determining the requirement for a quorum or any other purpose until such certificate is filed with the Secretary of the Association. Except, however, when title to a Lot is held by a husband and wife, they may, but shall not be required to, designate a voting member. If they do not designate a voting member, and if both are present at a meeting, only one may vote on any given matter. If they are unable to agree on who shall vote, their vote shall not be counted. If no voting member is designated and only one spouse is present at a meeting, the spouse present may cast the vote for the Lot without establishing the concurrence of the absent spouse. In no event shall more than one vote be cast with respect to a Lot.

Class B. The Class B Member shall be the Developer, its successors and assigns. The Class B Member shall be entitled to three (3) votes for each Lot owned until the Turnover Date as defined in Article IV, Section 3 hereof. The Class B membership shall cease and be converted to Class A membership and be entitled to vote as such on the Turnover Date.

ARTICLE VI

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COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and maintaining, operating, and improving the Common Areas.

Section 2. Creation of the Lien and Personal Obligations of Assessments. The Developer covenants, and each Owner of any Lot shall by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to all the terms and provisions of this Declaration and to pay to the Association: (1) an initial assessment, (2) annual assessments, and (3) special assessments for capital improvements and other expenditures that the Association deems appropriate including special assessments for violations or damages as provided in this Declaration, the Articles of Incorporation and Bylaws; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The initial, annual and special assessments, together with such interest thereon and cost of collection thereof, including without limitation, reasonable attorneys' fees incurred by the Association incident to the collection of such assessments whether or not judicial proceedings are involved, and appeals, if any, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Said lien shall be effective from and after the time of recording a notice of lien in the Public Records of Orange County, Florida, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Each such assessment, together with interest thereon and cost of collection, including without limitation, reasonable attorneys' fees incurred by the Association incident to the collection of such assessment whether or not judicial proceedings are involved, and appeals, if any, shall also

be the personal obligation of the person who is the Owner of such Lot at the time the assessment is due and payable.

Section 3. Initial Assessments. An initial assessment of Two Hundred Dollars (\$200) per Lot shall be paid by the Builder to the Developer at the time of purchase of each Lot from the Developer.

Section 4. Annual Assessment. The annual assessment shall initially be Two Hundred Fifty Dollars (\$250) per Lot per year, and shall commence as to each Lot on the earlier of (a) the conveyance of a Lot to an Ultimate Purchaser or (b) one (1) year from the date Developer conveyed the Lot to a Builder. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association may use any part of said sum for the purpose set forth in Section 1 of this Article.

Section 5. Method of Setting Annual Assessment. The annual assessment may be increased or decreased by the Board of Directors of the Association after considering current maintenance costs and future needs of the Association, provided, however, that the annual assessments for each Lot may not be decreased when outstanding obligations of the Association remain unpaid, and, further provided that the annual assessment be of sufficient amount to meet all obligations of the Association imposed by this Declaration.

Section 6. Maximum Annual Assessments. Until January 1, 1992, the maximum annual assessment shall be Two Hundred Dollars (\$200) per Lot.

- a. From and after January 1, 1992, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1, 1992, the maximum annual assessment may be increased above five percent (5%) by a vote of two thirds of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 7. Special Assessment. In addition to the initial and annual assessments authorized above, the Association may levy against the Owners of Lots in the Property, in any Maintenance Year, a special assessment applicable to that year only for the purpose of (1) defraying, in whole or in part, the cost of any unexpected expenditure not anticipated in the annual budget or (2) for the purposes deemed appropriate by the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the total votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. The due date of said special assessment shall be as provided by the resolution adopting such special assessment. The Developer shall, commencing on the Turnover Date, or earlier date as the Developer may determine, pay the current special assessment as to the Lots that it owns and thereby its obligation to fund deficits shall automatically terminate. A special assessment may also be levied against an Owner or Owner(s) by the Association for violations or damages as provided in the Declaration, the Articles of Incorporation and Bylaws, and any such special assessment shall be due and payable when levied by the Association.

Section 8. Meeting to Adopt Special Assessment. Written notice of any meeting called for the purpose of taking any action authorized under Section 7 of this article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members and of proxies entitled to cast sixty percent (60%) of the total votes of Members shall constitute a quorum and if a quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Uniform Rate of Assessment. All initial, annual and special assessments, other than special assessment incurred as a result of damage or violation of the Declaration, Articles of Incorporation and Bylaws by an Owner, shall be fixed at a uniform rate for each Lot. Notwithstanding anything contained herein to the contrary, the Developer, as a Class B member, shall not be obligated to pay initial, annual or special assessments but shall be obligated to pay expenses properly incurred by the

Association in excess of amounts collected from Owners of Lots for the assessments. The Developer shall, commencing on the Turnover Date, or such earlier date as the Developer may determine, pay the prorated current assessments as to the Lots that it owns and thereby its obligation to fund deficits of the Association shall automatically terminate.

Section 10. Delinquent Assessments. If an assessment or installment thereon is not paid within fifteen (15) days after the due date, a late fee of twenty-five percent (25%) may be charged by the Association, and the Board of Directors of the Association may accelerate the remaining installments and declare the entire assessment as to that delinquent Owner due and payable in full with interest accruing on said accelerated amount at the highest rate allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 11. Certificate of Assessment Liability. Upon request, the Association shall furnish an assessment certificate in writing signed by an officer of the Association to any person who requests such certificate for a particular Lot. The certificate shall state whether the assessment for the designated Lot has been paid and shall be conclusive evidenced of payment of any assessment therein stated to have been paid.

Section 12. Subordination of Assessment Lien to First Mortgages. The lien of all assessments provided for herein and all costs, expenses and attorneys' fees secured by said lien shall be subordinate to the lien of any first mortgage recorded prior to the time of recording the notice of lien by the Association. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. The extinguishing of the lien shall not affect the personal liability of the Owner at the time such assessment became due for payment of same. No sale or transfer shall relieve such Lot from liability for any assessment coming due after such sale or transfer or from a lien therefor. A lien for any and all assessments shall not be affected by any sale or transfer of a Lot other than a sale or transfer pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof. Any delinquent assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed

to all Owners pro rata, including the acquiring mortgagee, its successors and assigns.

ARTICLE VII

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RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Developer and upon each and every Owner who shall acquire a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns as follows:

Section 1. Residential Use. The Lots shall be used for residential purposes only. No building shall be erected upon any Lot without the prior approval thereof by the ARB as hereinabove set forth. Not more than one (1) Living Unit shall be built on each Lot.

Section 2. Dwelling Size. All Living Units shall have a minimum of one thousand eight hundred (1,800) square feet of living area exclusive of screened areas, open porches, terraces, patios and garages.

Section 3. Building Location.

- a. Front yards shall not be less than twenty-five (25) feet in depth measured from the front Lot line to the front of any Living Unit.
- b. Rear yards shall not be less than thirty (30) feet in depth measured from the rear Lot line to the rear of any Living Unit, exclusive of pool or patio.
- c. Side yards shall be provided on every Living Unit consisting of not less than ten (10) feet on each side of the building.
- d. All Living Units shall face to the front of the Lot, except in the case of corner Lots, in which instance, said Living Unit shall be situated as required by the ARB and in accordance with applicable ordinances and regulations of Orange County.

Section 4. Living Unit Characteristics. No Living Unit shall exceed two and one-half (2 1/2) stories in height. Each Living Unit shall have a private, enclosed garage for no less than two (2) nor more than three (3) cars. Servant quarters and/or a storage or tool room may be attached to the ground floor of such garage if permitted by the applicable zoning regulations. No garage may later be used for living area without the construction of a garage as specified above to replace that which is converted to living area.

Section 5. Garage Characteristics. Each garage must have a minimum width of twenty (20) feet, with either a single overhead door with a minimum width of sixteen (16) feet, or two (2) or three (3) individual overhead doors, each with a minimum width of seven (7) feet. All Living Units shall be served with a paved concrete driveway of at least sixteen (16) feet in width at the entrance of the garage.

Section 6. Roofs. Flat, built-up roofs, shall be permitted only over Florida rooms, porches or patios, at the rear of the Living Unit. All other roofs shall have at least a 5/12 pitch and shall be composed of architectural shingle or any other materials as are approved by the ARB.

Section 7. Exterior Materials. All exposed concrete block must be stuccoed or Colorcreted, except where decorative blocks may be permitted by the ARB.

Section 8. Sod. Within seven (7) days from completion of the Living Unit, the Lot must be sodded from the rear corners of the lot to the curb and the front and side yards must be landscaped. A minimum expenditure of Two Thousand and No/100 Dollars (\$2,000.00) is required for landscaping excluding labor and irrigation systems. All landscaping plans must be approved by the ARB prior to installation. No bahia will be allowed.

Section 9. Sprinklers. Each house shall have a sprinkler system installed.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of the builder or contractor, and a "For Sale" sign or "Open House" sign. In any event, no sign shall be larger than six (6) square feet.

Section 11. Game and Play Structures. All basketball backboards and any other fixed game and play structures, including skateboard ramps, shall be located at the rear of the dwelling and not visible from the street. Treehouses or platforms of a like kind or nature will not be constructed on any part of the Lot located in front of the rear line of a Living Unit constructed thereon.

Section 12. Fences. No fence or fence walls shall be constructed, erected or maintained on or around any portion of a building Lot that is in front of the front setback line of the Living Unit. No fence or fence walls shall exceed a height of six (6) feet, nor shall any material used in the construction of said fence consist of any type other than masonry, redwood, other solid wood. All fences must be approved by the ARB prior to construction or installation.

Section 13. Swimming Pools. No above ground pools are permitted.

Section 14. Maintenance of Lots. Once a Lot has been sold by the Developer, whether improved or not, it shall be maintained in good appearance free from overgrowth and rubbish. In the event any Lot is not so maintained, then the Developer, his successors or assigns, or the Association shall have the right to enter upon said Lot for the purpose of cutting and removing such overgrowth and rubbish and the expense thereof shall be charged to and paid by the Owner of such Lot. In the event said expense shall not be paid by said Owner within thirty (30) days after being provided with a written demand for payment, such expense shall be declared delinquent and shall, together with interest at the highest rate allowable by law and the cost of collection including reasonable attorneys' fees, shall become a continuing lien on the Lot which shall bind such Property in the hands of the Owner, his heirs, devisees, personal representatives and assigns. Such lien shall also be the personal obligation of the then Owner.

Section 15. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept at the rear of all Living Units or out of sight from the street. No burning of trash or other waste materials shall be permitted.

Section 16. Offensive Activity. No noxious or offensive activity shall be engaged in on any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other Owners in the neighborhood; and, further, no cows, cattle, goats, hogs, poultry or other like animals, wild animals or fowl shall be kept or raised on any Lot or any Living Unit; provided, however, that nothing herein shall prevent the keeping of a domestic pet; provided, however, all domestic pets shall either be kept on a leash or kept within an enclosed area.

Section 17. Temporary Structures. No structure of a temporary character and no trailer or mobile home, camper, recreational vehicle or tent, shack, garage, barn, or any outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. All additional structures must be approved by ARB.

Section 18. Vehicles and Repair. No inoperative cars, trucks, campers, recreational vehicles, mobile homes, or any other type of vehicles shall be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot. No boats, campers, or recreational vehicles shall be allowed to be parked for over forty-eight (48) hours in front of a Living Unit.

Section 19. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are or shall be granted on the Property reserving (i) the right to erect, install, maintain and use electric, telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, television and/or other public conveniences or utilities and for storm water management; (ii) the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar acts reasonably necessary to provide economical and safe utility installation; (iii) the right to maintain reasonable standards of health, safety and appearance, including landscaping; (iv) conservation area; provided, however, that said easements, reservations and rights shall not be considered obligations of the Developer to provide or

maintain any such utilities or services. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility is responsible.

Section 20. Sidewalks. Interior sidewalks shall be installed by the Owner of the Lot and shall be in compliance with all applicable governmental regulations.

Section 21. Air Conditioning Units. No air conditioning units, either central or wall units, shall be placed on the front of any dwelling or otherwise placed or located so as to be visible to or from any public street. If said unit is placed to the side or rear of any such dwelling but is still visible to or from any public street, it shall be permissible to so locate said unit if the same is screened with a permanent type of building material and cannot be seen from any street.

Section 22. Aerials. No exterior radio or television mast, tower, pole, wire, aerial, satellite receiving station or dish, antenna or appurtenances thereto, shall be erected on any Lot; except that a master antenna or cable system or systems may be constructed and maintained by the Association or its designee.

Section 23. Laundry. Clotheslines are not permitted unless they are completely hidden from view of persons off the Lot. No clothing, bedding or other laundry shall be hung over or on any windows, doors, walls, fences or other supports if the same are visible from any street.

ARTICLE VIII

ADDITIONS TO THE PROPERTY

Section 1. For so long as the Developer owns any Lots in the Property, the Developer, from time to time, may in its sole discretion, cause additional lands to become subject to the Declaration which additional lands have been hereinabove defined as Additions to the Property, but under no circumstances shall Developer be required to make such Additions to the Property. Additions to the Property shall be of such size as the Developer determines and the number of such Additions to the Property shall be at the sole discretion of the Developer. Until such time as such additions are made to the Property in the manner hereinafter set forth, real property owned by Developer other than the

Property, shall in no way be affected by or become subject to the terms and conditions of the Declaration.

Section 2. Additions to the Property, if any, shall be developed and platted in such a manner which in the opinion of the Developer, provides for the preservation of the values and amenities of the Property.

Section 3. Additions to the Property shall be made by the Developer executing and filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the Additions to the Property, extending the scheme of the covenants and restrictions of this Declaration to the Additions to the Subject Property. Such Supplementary Declarations may contain such complimentary additions as may be necessary to reflect the different character, if any, of the Additions to the Property and as are not inconsistent with the scheme of this Declaration. Said Supplementary Declarations shall not require the joinder, consent or approval of any Owner or other parties whatsoever. In no event, however, shall such Supplementary Declarations revoke, modify or add to the covenants established by this Declaration within the Property.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land contained in the Property, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, his representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless within six (6) months prior to commencement of any extension period, an instrument in writing executed by the Owners representing seventy-five percent (75%) of the votes has been recorded in the Public Records of Orange County, Florida, which instrument may change, amend, modify, waive or extinguish in whole or in part, all or any part of the Declaration.

Section 2. Commencement of Construction. Every Owner who has purchased a Lot from Developer or a Builder to whom the Lot was sold by Developer, shall commence construction of a residence thereon on or before three (3) months after the purchase of the Lot

or before such longer period of time as the Developer in its sole discretion, in writing, may direct and afford to an Owner or Owners of a Lot or Lots.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as a Member or Owner on the records of the Developer or the Association.

Section 4. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, or both, and against the land to enforce any lien created by these covenants; failure 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. Should the Association or any Owner (including the Developer) find it necessary to employ an attorney or institute legal action against an Owner to enforce any provision hereof, the Owner in violation of the Declaration shall pay all costs in connection with such action, whether or not a legal proceeding was instituted, including court costs and reasonable attorneys' fees for pretrial, trial, and appellate proceedings.

Section 5. Waiver of Minor Violations. Developer, his successors or assigns (and the Association after turnover), reserves the right to waive any violations of the Covenants and Restrictions contained in this Declaration, in the event Developer shall determine, in its sole discretion, that such violations are minor or dictated by the peculiarities of a particular Lot configuration or topography.

Section 6. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order, shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Amendments. This Declaration may be amended during its initial twenty-year term by the then Owners of at least ninety percent (90%) of the Lots by executing a written instrument effecting such changes and recording said instrument in the Public Records of Orange County, Florida and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; provided, however, in no event shall any amendment be made

to this Declaration without the prior written consent of Developer during such time as Developer shall continue to own any Lot in the Property.

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

Signed, sealed and delivered in the presence of:

CHELSEA RIDGE, LTD., a Florida limited partnership

By its: General Partners

THE NEAL W. HARRIS COMPANY

Gene P. Smith

By: Neal W. Harris
Neal W. Harris

As its: President

Elizabeth A. Barnes

Attest:

Elizabeth W. Harris
Secretary

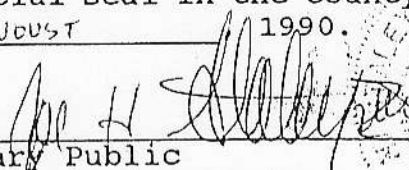
[CORPORATE SEAL]

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Neal W. Harris, well known to me to be the President of THE NEAL W. HARRIS COMPANY, General

Partner of CHELSEA RIDGE, LTD. and that he acknowledged executing the same on behalf of the General Partner of CHELSEA RIDGE, LTD., THE NEAL W. HARRIS COMPANY, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of AUGUST 1990.



Notary Public
My Commission Expires:

Notary Public, State of Florida at Largo
My Commission Expires March 30, 1992.

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RECORDED & RECORD VERIFIED

Martha O. Haynie
County Comptroller, Orange Co., FL

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08/13/90.dah