

MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VIZCAYA

Orange Co FL 2000-0405544
09252000 02:09:14pm
DR Bk 6094 Pg 2377
Rec 573.00

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**MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VIZCAYA**

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**MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VIZCAYA**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VIZCAYA is made this 13 day of Sept, 2000 by **APPLIED BUILDING DEVELOPMENT OF ORLANDO - B.H., INC.**, a Florida corporation (the "Declarant"), whose address is 8000 The Esplanade, Orlando, Florida 32836.

RECITALS:

A. Declarant is the owner of the Properties.

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B. Declarant intends to develop and improve some or all of the Properties as a residential community with streets, street lights, open spaces, greenbelts, recreational areas and facilities, and stormwater drainage and retention areas, and other common areas and improvements for the benefit of the Owners of the Properties.

C. Declarant desires to provide for the preservation and enhancement of the property values and quality of life in the Properties, the personal and general health, safety and welfare of the Owners, and for the maintenance of streets, street lights, stormwater drainage and retention areas and improvements, open spaces, greenbelts, recreational areas and facilities and other common areas and improvements located in the Properties, and, to this end, desires to subject the Properties to this Master Declaration.

D. In order to provide a means for meeting the purposes and intents herein set forth, Declarant has created a non-profit corporation to which may be conveyed title and delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and other charges hereinafter created.

DECLARATIONS:

NOW, THEREFORE, Declarant, for itself and its successors and assigns, declares that, the Properties are and shall be held, improved, used, occupied, leased, transferred, mortgaged, sold and conveyed subject to all of the reservations, covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE 1

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DEFINITIONS

Section 1. The following words when used in this Master Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Access Easements" shall mean and refer to the access easement rights benefiting the Declarant and the Properties, created pursuant to that certain Easement Agreement, dated November 16, 1993, and recorded in Official Records Book 4653, Page 675, as modified by First Amendment to Easement Agreement, dated December 14, 1999, and recorded in Official Records Book 5908, Page 3671, all of the Public Records of Orange County, Florida. The Access Easements provide a means of ingress and egress to the Properties and shall be deemed a part and parcel of the Common Property. Notwithstanding the foregoing, Tract N which is depicted on the Vizcaya Phase One Plat to be recorded in the Public Records of Orange County, Florida, comprises a portion of the Access Easements and shall be dedicated in fee simple to Orange County, Florida upon the recordation of such plat. Thereafter Tract N shall be maintained by Orange County, Florida.

(b) "Additional Properties" shall mean and refer to any real property in the vicinity of the Properties, together with any improvements thereon, which is made subject to this Master Declaration under the provisions of Article II hereof.

(c) "ARB" shall mean and refer to the Architectural Review Board of the Association established for architectural control purposes pursuant to Article VIII of this Master Declaration.

(d) "Area of Common Responsibility" shall mean and refer to any services, lands or facilities (other than Common Property and Village Common Property) which are to be provided, operated, maintained and/or improved by or for the Association at Common Expense or Village Common Expense and as the result of (i) specific designation of an Area of Common Responsibility by this Master Declaration, any Supplemental Declaration, or any plat of the Properties, (ii) a contract entered into with a third party by the Association, Village Association, or Declarant, or (iii) decision of the Board. Any of the Areas of Common Responsibility may be delegated by the Association to a Special Purpose Taxing District, in which event the payment obligations to the Special Purpose Taxing District shall constitute Common Expense or Village Common Expense.

(e) "Articles" shall mean and refer to the Articles of Incorporation of the Association, a copy of which is attached as Exhibit "B" to this Master Declaration.

(f) "Association" shall mean and refer to Vizcaya Master Homeowners' Association, Inc., a Florida corporation not-for-profit, or its successors and assigns.

(g) "Board" shall mean and refer to the Board of Directors of the Association.

(h) "Bylaws" shall mean and refer to the Bylaws of the Association, a copy of which is attached as Exhibit "C" to this Master Declaration.

(i) "Common Expense" shall mean and refer to the liabilities and expenses incurred by the Association in the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of the Common Property and the Areas of Common Responsibility, and any reserves established by the Board.

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(j) "Common Property" shall mean and refer to all those lands, together with any improvements located thereon, and all personal property, from time to time devoted to the use and enjoyment of the Members of the Association and owned, operated and maintained by the Association at Common Expense. "Common Property" includes, without limitation, the Access Easements, and any platted parcel which is part of the Properties and which is designated by Declarant on any plat or in any other recorded instrument for ownership and maintenance by the Association.

(k) "Conservation Easement" shall mean and refer to that certain Conservation Easement, by and between Applied Building Development of Orlando - B.H., Inc. and South Florida Water Management District, to be recorded in the Public Records of Orange County, Florida. The Conservation Easement provides for the preservation, remediation and mitigation of impacts to the vegetation within those portions of the Properties containing wetlands and any portions of the Properties along the shore line of Big Sand Lake, Lake Serene, or Little Sand Lake. Any and all portions of the Properties protected as conservation areas pursuant to the Conservation Easement, reflected on the sketch attached hereto and incorporated herein by reference as Exhibit "D", which lie within the boundary of a Residential Unit shall not be deemed a part and parcel of the Common Property, but shall be governed by Article X, Section 31 of this Master Declaration in order to assure compliance with the District permits and the Conservation Easement.

(l) "Declarant" shall mean and refer to Applied Building Development of Orlando - B.H., Inc., a Florida corporation, and its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

(m) "District" shall mean and refer to the South Florida Water Management District.

(n) "Letter of Credit" shall mean and refer to that certain letter of credit to be lodged by the Association with the District for purposes of assuring compliance with the Mitigation Plan and District permitting for the Properties. The amount of the Letter of Credit shall not exceed One Hundred Seventy Thousand and No/100 Dollars (\$170,000.00) and shall always be in an amount equal to One Hundred and Ten Percent (110%) of the mitigation costs in

accordance with the Mitigation Plan. The form of the Letter of Credit is attached to this Master Declaration as Exhibit "H".

(o) "Lot" shall mean and refer to each platted parcel of land in the Properties which is subject to separate ownership and intended for use as a site for construction and maintenance of a single family dwelling, whether or not yet improved.

(p) "Master Declaration" shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions for Vizcaya, as amended and supplemented from time to time.

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(q) "Member" shall mean and refer to each Owner who is a member of the Association as provided in Section 2 of Article III, and also, as to each Village Association, to each Owner who is a member of that Village Association.

(r) "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to any Residential Unit in the Properties; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. All persons holding an ownership interest in a particular Residential Unit shall be treated for all purposes hereunder as a single Owner for such particular Residential Unit, irrespective of whether such ownership is joint, in common or tenancy by the entirety. Declarant shall be an Owner for so long as Declarant owns any portion of the Properties.

(s) "Preservation Letter of Credit" shall mean and refer to that certain letter of credit to be lodged by the Association with the District for purposes of assuring compliance with the Conservation Easement and District permitting for the Properties. The amount of the Preservation Letter of Credit shall not fall below Sixty Thousand Five Hundred and No/100 Dollars (\$60,500.00), and shall always be in an amount equal to One Hundred and Ten Percent (110%) of the planting, maintenance and monitoring costs associated with the vegetation planted by Declarant along the shore lines of Big Sand Lake, Lake Serene, and Little Sand Lake, as required under the terms of the District permit. The form of the Preservation Letter of Credit is attached to this Master Declaration as Exhibit "E".

(t) "Properties" shall mean and refer to the land and improvements described in Exhibit "A" attached to this Master Declaration and incorporated herein by this reference, together with all Additional Properties actually annexed to the operation and effect of this Master Declaration from time to time under the provisions of Article II of this Master Declaration, if and when annexed, and excluding any lands and improvements withdrawn from the provisions hereof in accordance with the procedures set forth in this Master Declaration.

(u) "Recreational Amenities" shall mean and refer to those facilities, services or amenities, if any, such as but not limited to clubhouses, swimming pools, docks, parks, gazebos, leisure trails, bike paths and gardens, located within the Common Property or Village

Common Property, and designated in writing by Declarant as being reserved exclusively for the use and enjoyment of all, or a designated class of, Owners of Residential Units.

(v) "Residential Unit" shall mean and refer to each separately described portion of the Properties, whether attached or detached, which is intended to be occupied as a single family residence or household, including without limitation each Lot (together with the residence, if any, constructed thereon), condominium unit, zero lot line dwelling, patio home, townhouse, cluster home, and any other form of residential occupancy or ownership now existing or hereafter created. In the case of a structure which contains multiple dwelling units, each dwelling unit shall be deemed a separate Residential Unit. All Master Association assessments upon Residential Units within a condominium development shall be collected by the Village Association presiding over such condominium development, which Village Association shall further be responsible for contributing such assessments to the Master Association. "Residential Unit" shall include in its meaning any interest in real property appurtenant to the ownership of the Residential Unit. Each Residential Unit shall be exempt from assessments hereunder until such time as a plat creating a subdivision or a survey describing a condominium regime for that Residential Unit is recorded in the Public Records of Orange County, Florida.

(w) "Signage Easement" shall mean and refer to the signage easement rights benefiting the Declarant and the Properties, created pursuant to that certain Sign Easement and Reservation Agreement, dated August 10, 1995, and recorded in Official Records Book 4929, Page 1754, Public Records of Orange County, Florida. The Signage Easement provides for the placement of directional, leasing and other signs which benefit the Declarant and service the Properties. The Signage Easement shall be deemed a part and parcel of the Common Property.

(x) "Special Purpose Taxing Districts" shall mean and refer to any and all special purpose municipal services taxing units or municipal services benefit units servicing the Properties, which shall have responsibilities defined in their enabling resolutions which may include, but not be limited to, maintaining all roadway informational signs, traffic control signs, benches, trash receptacles and other street furniture along rights-of-way; keeping all public roadways and roadside pedestrian easements clean of wind-blown trash and debris; mowing along such easement areas; payment of electrical charges for lighting within and along rights-of-way; maintenance of the drainage area within the Properties; maintenance of designated landscape areas; payment of energy charges for street and pedestrian lighting within and along the rights-of-way; and payment of assessments for the cost of services performed within the Special Purpose Taxing Districts for retiring debt incurred for the repair and restoration of drainage works.

(y) "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions executed by Declarant, and by the owner of the affected lands if same are not owned by Declarant, which extends the provisions of this Master Declaration to Additional Properties or which designates a portion of the Properties as having Village status.

(z) "Surface Water Management System" shall mean and refer to all underground drainage pipes, drainage canals, swales, inlets, culverts, storm drains, outfalls, lakes,

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drainage retention/detention ponds and related systems located or to be located within the Properties, and which serve the stormwater and surface drainage, control and retention needs of the Properties, as may be approved by Orange County, Florida, and the District. The Surface Water Management System shall be deemed Common Property for the purposes of (i) the Owners' reasonable use thereof for their intended purposes, and (ii) the maintenance, repair and replacement thereof by the Association, or, at the Association's election, by a Special Purpose Taxing District.

(aa) "Village" shall mean and refer to each separate area of the Properties specifically designated by any Supplemental Declaration as having separate Village status. In the absence of a specific designation of separate Village status, all property made subject to this Master Declaration shall be considered a part of the same Village. Declarant may designate in any Supplemental Declaration annexing property that such property constitutes a separate Village or that it is being added to a then-existing Village. For example, and by way of illustration and not limitation, a condominium complex, townhouse development, cluster home development or single-family detached housing development may, upon Declarant filing a Supplemental Declaration therefor which designates it as a Village, constitute a separate Village. Any Village may be subjected to additional covenants, conditions, restrictions and easements not otherwise applicable to Owners outside of such Village.

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(bb) "Village Assessments" shall mean and refer to assessments from time to time levied by the Association or any Village Association for Village Common Expense when authorized by this Master Declaration, any Supplemental Declaration, or by the Board of Directors of the Association or of any Village Association. Village Assessments shall be assessed only against the Owners of Units in the Village for which the particular Village Common Expense is to be incurred. Village Assessments shall be levied uniformly in the affected Village according to each type of Residential Unit.

(cc) "Village Association" shall mean and refer to any corporation not-for-profit, condominium association, or other incorporated or unincorporated entity of limited jurisdiction established pursuant to Section 3 of Article V of this Master Declaration in connection with the development of any Village for the purpose of owning, operating and maintaining Village Common Properties or attending to affairs and levying Village Assessments unique to such Village and the Residential Units located therein.

(dd) "Village Committee" shall mean and refer to a committee initially appointed by Declarant and thereafter by the Board and given such duties and powers within a specified Village as shall be imposed and conferred upon it by Declarant or by the Board, including without limitation the duty to recommend to the Board the Village Assessments to be paid by the Owners in the affected Village for Village Common Expense. The composition of each Village Committee and manner and terms of appointment shall be as specified in the relevant Supplemental Declaration or by subsequent action of the Board. Each Village Committee shall at all times be subject to the paramount authority of the Board. A Village Committee shall not be appointed for any Village which has a Village Association.

(ee) "Village Common Expense" shall mean and refer to costs incurred by the Association or any Village Association for services rendered or expenses incurred which are not of general benefit but rather primarily for the benefit of and intended to be borne by the Owners of Lots within a particular Village. Expenses incurred for the ownership, operation, maintenance and improvement of Village Common Property shall be Village Common Expense and reimbursed to the relevant association through Village Assessments. Areas of Common Responsibility may be designated as Village Common Expense by Declarant or the Board.

(ff) "Village Common Property" shall mean and refer to those lands and any improvements thereon, and any personal property, which may be designated by Declarant as Village Common Property on any recorded plat of the Properties or in any Supplemental Declaration or other recorded instrument, which are devoted primarily to the common use and enjoyment of the Owners of Residential Units within a particular Village. The costs of operation, maintenance and improvement of Village Common Property shall be a Village Common Expense and shall be borne solely by the Owners entitled to the use and enjoyment thereof. Village Common Property may be conveyed by Declarant to the Association or to any Village Association for the purpose of operation, management, maintenance and improvement.

ARTICLE II

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PROPERTY SUBJECT TO THIS MASTER DECLARATION AND ADDITIONAL PROPERTY

Section 1. Property Subject to Master Declaration. The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Master Declaration is located in Orange County, Florida, and is more particularly described in Exhibit "A" attached hereto, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as the "Properties". In the event of annexation of Additional Properties, the Additional Properties so annexed shall also be held, used, occupied, mortgaged, leased, transferred, sold and conveyed subject to the reservations, covenants, conditions, restrictions, easements, charges and liens set forth in this Master Declaration, as amended, and the applicable Supplemental Declaration.

Section 2. Additional Properties. Declarant (joined by the owner of the lands if other than Declarant) shall have the sole right but not the obligation to bring within the encumbrance of this Master Declaration, as Additional Property, additional lands and improvements in the general vicinity of the Properties. All annexations must occur, if at all, at any time on or before twenty (20) years from the date of recording this Master Declaration. Annexation may be accomplished without the consent of the Association, any Village Association, the Members, the Owners, or the occupants of the Properties, or any mortgage or lien holder.

Section 3. Method of Annexation. The additions authorized under this Article shall be made by filing of record a Supplemental Declaration with respect to the Additional Property which shall extend the operation and effect of this Master Declaration to such Additional Property. The Supplemental Declaration shall describe the real property to be annexed and shall

state that it is being made pursuant to the terms of this Master Declaration for the purpose of annexing property to the scheme of this Master Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration may contain such terms and provisions not inconsistent with this Master Declaration as may be desirable to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches being implemented, all of which may be significantly at variance with earlier phases of the Properties. Owners, upon recordation of any Supplemental Declaration, shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Property within the real property so annexed and an obligation to contribute to the cost of management, operation and maintenance of such Common Property within the annexed lands. Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Master Declaration and to the jurisdiction of the Association. As to any Additional Property brought within the operation and effect of this Master Declaration, the owner thereof or Declarant may also subject such Additional Property to a declaration of condominium or other covenants and restrictions not inconsistent with this Master Declaration, and may create a separate Village Association for the purpose of owning, operating, governing, maintaining or improving Village Common Property within the Additional Property and performing the functions and fulfilling the obligations of a Village Association. In the event a Village Association is created with respect to any Additional Property, the Owners in the Additional Property affected by the Supplemental Declaration shall be Members of both the Association and the Village Association.

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Section 4. Merger or Consolidation. Upon a merger or consolidation of the Association or any Village Association with another association, the properties, rights and obligations of each may, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association or Village Association as a surviving corporation pursuant to a merger or consolidation. The surviving or consolidated association may administer the covenants and restrictions established by this Master Declaration and any Supplemental Declaration within the Properties, together with the covenants and restrictions established upon any other properties, as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Master Declaration or any Supplemental Declaration within the Properties.

ARTICLE III

STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Association. The Association shall be a non-profit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles, the Bylaws and this Master Declaration. The Articles and Bylaws are subject to amendment in

accordance with their respective provisions and it shall not be necessary to amend this Master Declaration in order to amend the Articles or the Bylaws; provided, however, neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. In the event of any such inconsistency, the provisions of this Master Declaration shall prevail. The officers and directors of the Association shall be required to be either (1) Members of the Association, or (2) officers, directors, representatives or employees of Declarant. A Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with this Master Declaration, the Articles and the Bylaws.

Section 2. Membership. Declarant and each Owner shall be Members of the Association. The Association membership of each Owner (other than Declarant) shall be appurtenant to and may not be separated from the Residential Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Residential Unit and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Residential Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. A Village Association shall not have any membership in the Association.

Section 3. Voting Rights. The Association shall have two (2) classes of voting membership:

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(a) Class "A" Class "A" Members shall be all Owners of Residential Units, with the exception of Declarant for so long as Declarant shall be a Class "B" Member. Class "A" Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership.

(b) Class "B" The Class "B" Member(s) shall be Declarant and each successor of Declarant who takes title to any unimproved tract for the purpose of development and sale of Residential Units and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Master Declaration, the Class "B" Members shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class "A" Members. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) One (1) year after the last Lot within the Properties has been sold and conveyed by the Declarant; or

(ii) Twenty (20) years from the date of recording this Master Declaration; or

(iii) When, in its sole and absolute discretion, Declarant so determines.

From and after the happening of any one of these events, Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status.

Section 4. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Residential Unit, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Residential Unit, none of said votes shall be counted and said votes shall be deemed void.

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Section 5. Duties, Powers and Authority of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Bylaws, or this Master Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Master Declaration, any Supplemental Declaration, the Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Properties and Areas of Common Responsibility. The Association may obtain and pay for the services of any person or entity to manage any of its affairs or to perform any of its duties or prerogatives, and the Association may employ personnel for such purposes. In addition, the Association may engage legal and accounting services necessary or desirable in connection with the operation of the Association and the enforcement of this Master Declaration, the Bylaws, or the rules and regulations of the Association. All costs and expenses incident to the employment of any manager, contractor, attorney, or accountant shall be a Common Expense, Village Common Expense or individual assessment, as determined by the Board.

Section 6. Governance. The Association shall be governed by a Board consisting of three (3), five (5), seven (7), or nine (9), members. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board as provided for in the Bylaws; provided that there shall always be an odd number of directorships created. So long as there exists a Class "B" membership, Declarant shall be entitled to designate all members of the Board of Directors of the Association. Notwithstanding anything in this Master Declaration to the contrary, the Class "A" Members shall be entitled to designate at least a majority of the members of the Board of Directors of the Association upon the earlier to occur of the following: (a) three (3) months after Declarant has conveyed to Class "A" Members ninety percent (90%) of the Residential Units in all phases to be operated by the Association in the Properties; or (b) Declarant's written determination, in its sole and absolute discretion, to effect an earlier transfer of such majority control Board of Directors of the Association. Thereafter, Declarant shall be entitled to designate at least one (1) member of the Board so long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Residential Units in all phases to be operated by the Association in the Properties.

Section 7. Indemnification of the Board. The members of the Board of Directors, the officers of the Association as may be appointed by the Board, and the managing agent of the Association, if any, shall not be liable to the Members for any mistake in judgment or acts or omissions made in good faith, as directors, officers or managing agent. As is more particularly set forth in the Articles, the Members shall indemnify and hold harmless those parties against all contractual liabilities to others arising out of agreements made by those parties on behalf of the Members or the Association unless such agreements shall have been made in bad faith or with the intention of violating the provisions of this Master Declaration. The liability of any Member for the foregoing indemnity obligation shall be limited to the Member's proportionate share thereof as if same were an assessable Common Expense. All contracts and agreements entered into by the Board, officers of the Association, or the managing agent, shall be deemed executed by those parties, as the case may be, as agent for the Members or the Association.

ARTICLE IV

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PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Title to Common Property. Declarant may retain the legal title to all or any portion or portions of the Common Property or the Village Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of Declarant, the Association or a Village Association (as applicable) is able to maintain the same but in no event later than the date on which ninety-eight percent (98%) of all Lots within the Properties have been conveyed by Declarant to third party purchasers. Declarant may convey or turn over certain items of the Common Property or the Village Common Property and retain others. In consideration of the benefits accruing to the Association, any Village Association, and to the Members under this Declaration and in consideration of the covenants and agreements of the Declarant hereunder, the Association or Village Association (as applicable) hereby agrees to accept title to any Common Property or the Village Common Property, or to any interest in the Common Property or the Village Common Property, now or hereafter conveyed to it pursuant to the terms and conditions of this Master Declaration. Upon the due recording of a deed, easement, lease or other instrument or memorandum of conveyance to the Association or a Village Association (as applicable) in the Public Records of Orange County, Florida, title or such other interest in Common Property or the Village Common Property conveyed shall vest in and to the Association or a Village Association (as applicable) without the necessity of any further act, deed or approval of any person, including the grantor, lessor and/or Association or the Village Association (as applicable). Property interests transferred to the Association or a Village Association (as applicable) by Declarant may include fee simple title, easements, leasehold interests and licenses to use. Any fee simple interest in property transferred to the Association or a Village Association (as applicable) by Declarant shall be transferred by quit claim deed, subject to the terms of this Master Declaration, and subject to any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances of record or reserved by Declarant in the instrument of conveyance including, but not limited to any access easements reserved by the Declarant or the right to connect any of the streets within the Properties. The instrument by which Declarant conveys any property or interest in property to the Association or a Village Association (as applicable) may impose special restrictions

governing the uses of such property and special obligations on the Association or a Village Association (as applicable) with respect to the maintenance of such property.

The Association or a Village Association (as applicable) shall accept "as is" the conveyance of Common Property or Village Common Property without any representation or warranty, express or implied, in fact or by law, with respect thereto, or with respect to the improvements and repairs to be completed after the conveyance, including, without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and without any representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, date of completion or the future economic performance or operation of, or the materials or furniture which has been or will be used in such property or repairs, except as set forth herein.

In order to preserve and enhance the property values and amenities of the Properties, the Common Property, Village Common Property, and all landscaping, drainage and other improvements now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards.

Section 2. Member's Easements of Enjoyment. Subject to the provisions of this Master Declaration, the Association, Declarant (until Declarant transfers ownership of the last Residential Unit in the Properties) and every Member of the Association shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property and such rights shall be appurtenant to and shall pass with the title to every Residential Unit in the Properties. Said rights shall include, but not be limited to, the following:

(a) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks in the Common Property for all lawful purposes; and

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(b) Rights and easements of drainage across stormwater drainage and retention structures and areas, and to connect with, maintain and make use of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the streets and roads or other areas of Common Property; and

(c) Rights to use and enjoy the Common Property for any purpose not inconsistent with this Master Declaration, any applicable Supplemental Declaration, the Bylaws and rules and regulations of the Association, or governmental regulations.

Section 3. Extent of Members Easements. The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

(a) The Association, subject to the rights of Declarant and the Owners set forth in this Master Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.

(b) The easements and rights of Declarant reserved by this Master Declaration.

(c) The right of the Association to borrow money (a) for the purpose of improving the Common Property or any Area of Common Responsibility, (b) for acquiring additional Common Property, (c) for constructing, repairing, maintaining or improving any facilities located within the Common Property or any Area of Common Responsibility, or (d) for providing the services authorized herein, and to give as security for the payment of any such loan a mortgage or other security instrument conveying all or any portion of the Common Property; provided, however, that the lien and encumbrance of any such security instrument given by the Association shall be subject and subordinate to any and all rights, interest, licenses, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner, or the holder of any mortgage, irrespective of when such mortgage is executed or given.

(d) The rights and easements specifically reserved in this Master Declaration for the benefit of the Association.

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Section 4. Location of Common Property Not Controlling As To Use. Designation by Declarant of property as Common Property (as opposed to Village Common Property) shall entitle all Members of the Association to the use and enjoyment of the Common Property regardless of the tract or phase in which the Common Property is located.

Section 5. Easement Reserved to Declarant Over Common Property. Declarant hereby reserves to itself and its successors and assigns, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property or Village Common Property, including, but not limited to, (1) the right to use the said properties for rights-of-way and easements to erect, install, maintain, inspect and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone and electrical equipment, gas, cable television, drainage facilities, ditches or lines, or other utilities or services and for any other materials or services necessary or convenient for the other materials or services necessary or convenient for the completion, marketing, and use and enjoyment of the Properties, (2) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance, (3) the right to locate thereon wells, pumping stations and irrigation systems and lines, (4) the right and easement of ingress and egress for purposes of development, construction and marketing, (5) the right and easement to install, maintain, repair and replace improvements to or upon the Common Property or the Village Common Property, (6) the right to install signage within and upon the Common Property or Village Common Property, including, without limitation, the Signage Easement, for purposes of advertising and marketing the Properties, and (7) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of the Properties; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such utility, development, improvement or service. Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads, or within the Common

Property or Village Common Property, easements, or green belts. Declarant and the Association and their respective agents, employees, contractors, licensees, successors, and assigns may carry on such activities as may be reasonably required, convenient, or incidental to the construction, completion, improvement, maintenance, repair, operation and sale of the whole or any portion of the Properties, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model dwellings. The right of Declarant to maintain and carry on such facilities and activities shall include specifically the right to use dwellings as model residences, and to use any dwellings as an office for the sale of Lots and/or Residential Units and for related activities. Finally, Declarant reserves the right to use the Common Property or Village Common Property in its efforts to market the Properties. The easements and rights-of-way herein reserved shall continue in existence in favor of Declarant after conveyance of Common Property or Village Common Property to the Association or Village Association (as applicable) until such time as Declarant has sold all lands contained within the Properties. This Section may not be amended without the written consent of Declarant.

Section 6. Beneficiaries. The easements, licenses, rights and privileges established, created and granted by this Master Declaration shall be for the benefit of the Association, Declarant, and the Owners, all as more specifically set forth elsewhere in this Master Declaration; and any Owner or Declarant may also grant the benefit of such easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 7. Easement for Encroachments. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches on any Lot, Common Property or Village Common Property, it shall be deemed that the Owner of such Lot or the Association or the Village Association, as the case may be, has granted a perpetual easement to the Owner of the adjoining Lot or the Association or Village Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are constructed in substantial conformity with the original structure or improvement.

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Section 8. Access, Ingress and Egress: Roadways. All Owners, by accepting title to property conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such property and acknowledge and agree that such access, ingress, and egress shall be limited to roads, sidewalks, walkways, trails, and waterways located within the Access Easements and the Properties from time to time, provided that pedestrian and vehicular access to and from all Residential Units in the Properties shall be provided at all times. There is reserved unto Declarant, the Association, and their respective successors and assigns, the right and privilege, but not the obligation, to maintain guarded or electronically monitored gates controlling vehicular access to and from the Properties. The location of any gates or guardhouses, when constructed, shall be determined by Declarant in its sole discretion, and Declarant, its successors and assigns, reserves the right, at its sole cost and expense, to relocate or modify any gates or guardhouses, as applicable, in its sole discretion.

Section 9. Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents, employees, contractors, managers, and licensees, and the ARB, to enter upon any Lot in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Owner directly affected thereby. Whenever the Association, Declarant, the ARB, and their respective successors, assigns, agents, or employees are permitted by this Master Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Properties, the entering thereon and the taking of such action shall not be deemed to be trespass.

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Section 10. Maintenance Easement. There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any property subject to this Declaration for the purpose of providing insect, reptile and pest control, mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Properties, provided that such easements shall not impose any duty or obligation upon Declarant or the Association to perform any such actions, or to provide garbage or trash removal services. Furthermore, it is hereby reserved for the benefit of Declarant, the Association and their respective agents, employees, successors and assigns, an alienable, transferable, and perpetual right and easement, but not the obligation, to enter upon any unimproved portions of properties subject to this Declaration which are located within fifteen (15') feet from the water's edge of any lake, canal, lagoon, pond or other body of water within the Properties for the purpose of (a) mowing such area and keeping the same clear and free from unsightly growth and trash, (b) maintaining such bodies of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards, and (c) installing, constructing, repairing, replacing, and maintaining docks and bulkheads.

Section 11. Drainage Easements. There is hereby reserved for the benefit of Declarant, the Association, all Owners and their respective successors and assigns a non-exclusive easement for storm water collection, retention, detention and drainage over, upon and within the rights-of-way of all streets and roads, the Surface Water Management System and all other drainage easements shown on each plat or otherwise reserved, declared or created pursuant to this Master Declaration. There is further hereby reserved for Declarant, the Association and their respective agents, employees, successors and assigns, an alienable, transferable, and perpetual right and easement on, over, and across all unimproved portions of the properties for the purposes of constructing, installing, inspecting, maintaining, repairing and replacing the Surface Water Management System and all appurtenant improvements and facilities. Additionally, Declarant, for the benefit of itself, the Association and all Owners hereby reserves easements over any and all other portions of the Common Property as may be reasonably required from time to time in order to provide storm water drainage to all or any portions of the Properties; provided, however, that any such additional drainage easements shall not unreasonably interfere with the use and enjoyment by any Owners, the Common Property

affected thereby or any improvements from time to time located on any portion of the Common Property.

Section 12. Wells and Effluent. Subject to applicable law and the requirements of Article X, Section 11, there is hereby reserved for the benefit of Declarant, the Association, and their respective affiliates, agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement (a) to pump water from lake, canal, lagoons, ponds, and other bodies of water located within the Properties for the purpose of irrigating any portions of the Properties, (b) to drill, install, locate, maintain, and use wells, pumping stations, water towers, siltation basins and tanks, and related water and sewer treatment facilities and systems within the Common Property, or (c) to spray or locate any treated sewage effluent within the Common Property, or upon any Lot or upon unimproved portions of any other property subject to this Master Declaration.

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Section 13. Roadways Within Development. It is the present intent of Declarant that all streets in the Properties, as well as the Access Easements, will remain private consistent with Article XVI. However, Declarant reserves the right, but not the obligation, to dedicate or otherwise convey any portion of the roadways within the Properties (not including the Access Easements or any roadways denominated to be Common Property or Village Common Property) to the State of Florida, any political subdivision thereof, any Special Purpose Taxing District or other local unit of special government purpose established pursuant to Florida Statutes, for the purpose of granting public access thereto and over said roadways. In the event of dedication or conveyance of any roadway, Declarant may, in its sole discretion, reserve an easement over any such roadway to be primarily maintained by such public body for the purpose of doing additional maintenance to said public streets and roads and to maintain landscaping along the unpaved rights-of-way thereof; and thereafter denominate in a plat or Supplemental Declaration that said easement shall constitute an Area of Common Responsibility to be maintained by the Association. Nothing contained herein shall be construed to create any public rights in the Access Easements, or in any private roads and streets within the Properties, if any, until such time as such roads are expressly dedicated or conveyed to and formally accepted by the State of Florida or political subdivision thereof. Unless otherwise determined by Declarant, all of the roadways in all of the Properties, including, without limitation, the Access Easements, shall be maintained by the Association as a Common Expense. Declarant reserves the right, at its election, to designate the operation, maintenance and repair of any internal roads or entry gates within a particular Village as a Village Common Expense.

Section 14. Changes in Boundaries: Additions to Common Areas. Declarant reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Property with any Lots owned by Declarant; provided that any such change or realignment of boundaries shall not materially decrease the acreage of the Common Property and shall be evidenced by a Supplemental Declaration which shall be filed in the Public Records of Orange County, Florida.

Section 15. Enforcement. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Article IV of the Declaration which relate to the maintenance, operation and repair of the Surface Water Management System.

ARTICLE V

PROPERTY RIGHTS IN THE VILLAGE COMMON PROPERTY

Section 1. Title to Village Common Properties. Subject to the terms of this Master Declaration and any Supplemental Declaration and the easements reserved or granted pursuant thereto, the title to any Village Common Property shall be conveyed to the Association, or to such Village Association as may be established pursuant to Section 3 of this Article, for the purpose of owning, operating and maintaining the said Village Common Properties. Except as provided in Section 2 below, the conveyance of Village Common Property to the Association or to any Village Association shall be subject to the same reservations, rights, easements, limitations and obligations as are reserved and imposed by Article IV of this Master Declaration with respect to Common Property.

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Section 2. Extent of Member's Easements. Each Owner of a Residential Unit included in any Village designated in this Master Declaration or in any Supplemental Declaration as containing Village Common Property for the exclusive benefit of the Owners in that Village shall have a right and non-exclusive easement of use and enjoyment in and to the Village Common Property which right shall be appurtenant to the ownership of such Residential Unit. Notwithstanding anything to the contrary in this Master Declaration, a person or entity, other than Declarant and the owning association, who is not an Owner of a Residential Unit encompassed within a particular Village containing Village Common Property shall have no property right or rights of use or enjoyment in and to said Village Common Property, and membership in the Association shall not be construed as vesting in any Member any property or user right in and to the Village Common Property unless said Member is also the Owner of a Residential Unit encompassed within the said Village.

Subject to the rights and easements hereinafter described, Owners of Residential Units encompassed within any Village containing Village Common Property shall have such non-exclusive right, license, privilege and easements of use, enjoyment, drainage, ingress and egress, and utilities in and to the Village Common Property appurtenant to and passing with the title of such Residential Units as shall be equivalent to the right, license, privilege and easements of the Members of the Association in and to the Common Property as such rights are specifically set forth in Article IV of this Master Declaration.

The Association (as to Village Common Property owned by it) shall have the same powers, duties and rights as to the said Village Common Properties as are granted to the Association as to Common Properties, and Declarant shall have the same rights, powers and duties as to Village Common Property, as are set forth with regard to Common Property in Article IV of this Master Declaration, and the rights and easements granted to Owners of lands in

any Village containing Village Common Property in and to such property shall be subject to those said rights, power and duties.

Section 3. Village Association. In order to provide for the responsible ownership, maintenance and operation of any Village Common Property and any improvements located therein, and in order to provide for the independent management, maintenance and operation of lands and improvements declared to be subject to the jurisdiction of such Village Association, Declarant may cause one or more Village Associations to be created with the same rights and powers with respect to the Village Common Property and the Villages within their jurisdiction (including, without limitation, the right and power to levy assessments) as are provided to the Association as to Common Property and any Village Common Property owned by the Association. Such Village Association may be created by any Supplemental Declaration or declaration of condominium for the affected Village, and requirements of membership therein and the obligations of the members thereof shall be set forth in the Supplemental Declaration or declaration of condominium and in the articles of incorporation and bylaws of the Village Association; and the assessments to be levied by the Village Association shall be in addition to the assessments levied by the Association.

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ARTICLE VI

INSURANCE AND CASUALTY LOSSES

The Association's Board of Directors shall have the authority to obtain insurance for insurable improvements on the Common Property and any Village Common Property owned by it, and on any Area of Common Responsibility, against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, and to obtain public liability policies covering the Association and its Members for damage or injury caused by the negligence of the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members or agents, and, if obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverages with respect to such risks or persons as shall be deemed necessary or appropriate by the Board. Any insurance obtained shall include such coverages, contain such deductibles provisions, and be in such limits as shall be determined by the Board. The Association shall also have the discretion to self-insure against any risk. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership as a group, or relate to the Common Property or the Areas of Common Responsibility. Premiums for insurance shall be the Village Common Expense of the Owners within any Village if for the primary benefit of that Village, the Owners of lands located therein, or any Village Common Property located therein.

All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee for the respective benefited parties. Exclusive authority to adjust losses under policies in force on the Common Property and Village Common Property and obtained by the Association shall be vested in the Association's Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

It shall be the individual responsibility of each Owner at their own expense to provide, as they see fit, public liability, property damage, title, and other insurance with respect to their own property. In the event of damage or destruction by fire or other casualty to any property subject to this Master Declaration, or the improvements thereon, and in the further event that the Owner responsible for the repair and replacement of such property elects not to repair or rebuild, such Owner shall promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such property in a clean, orderly, safe, and presentable condition. Should such Owner elect to repair or rebuild such property or other improvements thereon, such Owner shall repair or rebuild in accordance with the standard to which the improvements were originally constructed and in accordance with all applicable standards, restrictions, and provisions of this Master Declaration and all applicable zoning, subdivision, building, and other governmental regulations. All such work or repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

ARTICLE VII

COVENANT FOR ASSESSMENTS

Section 1. General.

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(a) Creation of the Lien and Personal Obligation of Assessments. Each Owner by acceptance of a deed to any Residential Unit included in the Properties, whether or not it shall be so expressed in any such deed or other conveyance, and each purchaser at a judicial sale, shall be deemed to and hereby does covenant and agree to pay to the Association: (1) annual assessments, (2) special assessments, and (3) individual assessments. Said assessments shall be fixed established and assessed to the Owners as hereinafter provided. The assessments, together with interest thereon, late charges and costs of collection thereof, including court costs and reasonable attorneys' fees, shall be an equitable charge and a continuing lien upon the Residential Unit against which each such assessment is made from the date on which each assessment is due. Each such assessment, together with interest, late charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Residential Unit at the time when the assessment fell due, and his grantee shall take title to such property subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefor. In the event of co-ownership of any Residential Unit subject to this Master Declaration, all of such co-Owners shall be jointly and severally liable for the entire amount due.

(b) Exempt Property. The following property now or hereafter subject to this Master Declaration shall be exempt from the assessments, charges and liens created herein:

1. All existing and proposed Common Property and Village Common Property; and

2. Units owned by Declarant during the time Declarant subsidizes the budget deficit in accordance with Section 10 below.

Except as set forth in this subsection, no Residential Units in the Properties shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for payment of assessments by virtue of non-use or abandonment of the Common Property or any Village Common Property.

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Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the lands and Owners in the Properties, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of properties, services and facilities which have been or will be constructed, installed or furnished upon, and which are devoted to the purpose and related to the use and enjoyment of, the Common Property, Village Common Property, the Areas of Common Responsibility, and for such other purpose as may be deemed desirable or appropriate from time to time by the Board, including but not limited to:

- (a) Payment of operating expenses of the Association; and
- (b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, and the costs of controlling and regulating traffic on the access ways; and
- (c) To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association, the Common Property, and Village Common Property. Such taxes and assessments may be contested or comprised by the Association. It is the intent of this Master Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Property and any Village Common Property constitutes an interest in real property on a proportionate basis appurtenant to each benefited Residential Unit, the value of the interest of each Owner in such property shall be included in the assessed value of each Residential Unit and any taxes levied directly against such community property should be of a nominal nature; and
- (d) Management, maintenance, improvement and beautification of landscaping and stormwater drainage and retention features on Common Property, Village Common Property and the Areas of Common Responsibility; and
- (e) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, Village Common Property or the Areas of Common Responsibility, and in furnishing services to or for the Members of the Association; and
- (f) Repair and maintenance of all streets and roadways situated upon the Common Property, Village Common Property or the Areas of Common Responsibility, which have not been dedicated to any governmental unit; and

(g) Funding of appropriate reserves for future repair and replacement; and

(h) Doing any other thing necessary or desirable in the judgment of said Association to keep the Properties, the Common Property and Village Common Property, and the Areas of Common Responsibility neat and attractive, or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of said Association, may be of benefit to the Owners or occupants of the Properties.

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Section 3. Determination of Annual Assessments.

(a) Operating Budget. It shall be the duty of the Board, by majority vote, at least forty-five (45) days prior to the end of the Association's fiscal year, to prepare and approve a budget covering the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and such capital improvement budget items as approved by the Board pursuant to Subsection (b) below.

(b) Capital Budget. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement costs. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an appendix to the operating budget.

(c) Recreational Amenities. In the event that there are any Residential Units exclusively benefited by any Recreational Amenities, the Board shall, in preparing the Operating Budget and the Capital Budget each year, and in setting the assessments, separately prepare sub-budgets of estimated costs and anticipated revenues for any such Residential Units, such separate sub-budget being solely an accounting of the Common Expenses attributable to the operation, maintenance and repair of Recreational Amenities. The total amount of assessment derived from each such separate sub-budget is called the "Recreational Assessment." The purpose of preparing such separate Recreational Assessment is to subtract the amount thereof from the total assessment in order to apportion the net assessment derived from such subtraction among all Residential Units, such net amount being the "Net Assessment", so that the Recreational Assessment is only apportioned among the Residential Units which use and enjoy any such Recreational Amenities to the exclusion of all other Residential Units in the Properties.

(d) Adoption of Budget. The Board shall cause a copy of the budget and the projected assessments to be levied for the following year, broken down according to type of Residential Unit and, if necessary, according to Village, to be delivered to each Member at least twenty-one (21) days prior to the end of the Association's fiscal year. The budget and the assessments shall become effective unless and until disapproved at a special meeting of the Members held on or before sixty (60) days after the proposed budget and assessments are mailed

to the Members, by a majority vote of the membership (without regard to class) of the Association. In the event that the membership so disapproves the proposed budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new, acceptable budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year.

(d) Allocation of Assessments Among Residential Units. Those portions of the operating budget reflecting Village Common Expense shall be assessed only against those Owners and Residential Units in the Village as to which the Village Common Expense is to be incurred by the Association, such assessment being the same for each similar type of Lot or improvements in the affected Village. The balance of the operating budget of the Association shall be assessed against all non-exempt Owners and non-exempt Residential Units in the Properties in proportions based upon an equal pro-rata assessment against each Residential Unit, with reasonable variations according to Residential Unit type.

Section 4. Special Assessments.

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(a) Special Assessments. In addition to the annual assessments established pursuant to Section 3 hereof, the Board may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property, Village Common Property or any Area of Common Responsibility, including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board; provided, however, that any special assessment shall have the approval of two-thirds (2/3) of the votes of the Members (without regard to class) who are in attendance and voting in person or by proxy at a meeting duly called for said purpose. Special assessments to be paid only by the Owners in a particular affected Village shall require only the approval of two-thirds (2/3) of those Owners (without regard to class) within the affected Village who are in attendance in person or by proxy and voting at a meeting duly called for that purpose.

(b) Individual Assessment. The Association may levy an individual assessment upon any Owner to cover the costs incurred by the Association due to that Owner's failure to maintain its Residential Unit pursuant to the standards set forth in this Master Declaration, or to reimburse the Association for any damage to any Common Property, Village Common Property or any Area of Common Responsibility caused by any Owner or its tenant or invitee, or for any other purpose permitted by this Master Declaration or any Supplemental Declaration. Individual assessments shall be due and payable within thirty (30) days after written notice from the Association.

Section 5. Date of Commencement of Assessments; Initial Annual Assessment; Due Dates. The assessments for each Residential Unit shall commence on the later of (i) the date upon which such Residential Unit is conveyed to a person other than Declarant, or (ii) the date that (a) the subdivision plat depicting such Residential Unit is recorded in the Public Records of Orange County, Florida, or (b) with respect to a condominium Residential Unit, on the date that

the applicable declaration for a condominium regime is recorded in the Public Records of Orange County. Assessments for each such Residential Unit shall be adjusted according to the number of months then remaining in the fiscal year of the Association and the number of days then remaining in the month in which such assessments commence. The initial annual assessment for each Residential Unit in each Additional Property shall be set forth in the pertinent Supplemental Declaration.

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Annual Assessments shall be due, in advance, on or before commencement of the fiscal year for which imposed; provided, however, the Board shall have the discretion to collect assessments in installments over the year for which imposed at such payment intervals as it shall determine. In the event of such deferred payments, the Board shall also be permitted to charge a uniform rate of interest upon the amounts from time to time remaining unpaid at any rate deemed appropriate by the Board; provided, however, such rate shall not exceed the statutory usury limit then existing. The Board may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon.

The amount of the annual assessment to be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any Additional Property annexed at a time other than at the beginning of an assessment period.

Section 6. Village Assessments. As part of the assessments levied by the Association pursuant to Sections 3 and 4 hereof, each affected Owner shall pay Village Assessments imposed for any applicable Village Common Expense. The Village Assessments levied by the Association shall be collectible as part of, in the same manner, at the same time and on the same terms as the annual assessment. If applicable, the initial Village Assessment for each Residential Unit in each Additional Property shall be set forth in the pertinent Supplemental Declaration.

Section 7. Certificate of Payment. Upon request, the Association shall furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment. If any assessment is not paid on the date when due, then such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, as herein provided, shall be secured by a continuing lien on the lands and improvements located thereon with respect to the ownership of which the assessment accrued which shall bind such lands and improvements in the hands of the then Owner, its heirs, successors, personal representatives and assigns and successors in title. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any first mortgage or any institutional mortgage, as hereinafter provided. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not

pass to his successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated for delinquent assessments from such Owner's personal liability therefor.

If the assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest rate allowed by Florida law or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the lands and improvements, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' fees, including court costs and attorney's fees upon appeal, and the said costs of collection shall be recoverable whether or not suit be brought.

If it becomes necessary for the Association to file a claim of lien against any Residential Unit, a lien fee in an amount set by the Board may be charged by the Association. Such lien fee shall be added to the unpaid assessment and same shall be secured by the lien hereby created.

Section 9. Subordination. The lien of the assessments provided for by this Master Declaration shall be subordinate to the lien of any first mortgage or any mortgage or mortgages now or hereafter placed upon any Residential Unit in the Properties and held by a commercial or savings bank, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities; provided, however, that a sale or transfer of any Residential Unit pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Residential Unit from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages hereafter placed upon the properties subject to assessment.

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Section 10. Declarant's Properties. Anything contained herein to the contrary notwithstanding, Declarant shall be exempt from the payment of any assessments with respect to properties owned by Declarant and subject to this Declaration. Notwithstanding the foregoing, Declarant hereby covenants and agrees, however, that, so long as a Class "B" membership exists, Declarant shall pay to the Association, at the end of the annual accounting period, a sum of money equal to any operating deficit experienced by the Association, exclusive of any reserves for the replacement of improvements and any extraordinary losses or expenses; provided, however, Declarant shall not pay more than a sum equal to the amount of the assessment for said year, or portion thereof owed, which the Declarant would have paid if the exempted property were not exempt. Declarant may also waive the assessment obligations of one or more Owners or classes of Owners as long as Declarant covers the resulting budgetary shortfall of the Association. At any time, Declarant shall be entitled to terminate the option to pay the operating budget shortfall of the Association in accordance with this paragraph, in which event Declarant

shall then pay a per-Residential Unit assessment for each Residential Unit in the Properties then owned by Declarant.

Section 11. Working Capital. Each Member shall pay to the Association, at the closing of the purchase of such Member's Residential Unit, an initiation fee for working capital purposes ("Working Capital Assessment"). The Working Capital Assessment shall remain on reserve in an escrow account controlled by the Association and may be disbursed to pay for expenses of the Association which are not covered by the Assessments described in Article VII, Section 5. Further, the Working Capital Assessment shall be paid by each Member in addition to the Member's Assessments, as they become due under Article VII, Section 5. The Working Capital Assessments shall reflect such Member's proportionate share of Working Capital Assessment in relation to other Members and Residential Units within the Properties. The Working Capital Assessment attributable to a Residential Unit shall be determined by the Board in its sole discretion. Notwithstanding the foregoing, Working Capital Assessments shall not be paid by Members who are builders, contractors, or developers who purchase Residential Units for the purpose of constructing improvements thereon for resale. Accordingly, the Working Capital Assessment shall be paid as follows:

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(a) Condominiums. As to each condominium Residential Unit, the Working Capital Assessment shall be disclosed to the Member and paid by the Member to the Association upon such Member's closing of the purchase of such condominium Residential Unit.

(b) Other Residential Units. As to each Residential Unit which is not a condominium Residential Unit, the Working Capital Assessment shall be paid to the Association by the purchaser upon the closing of the sale of that Residential Unit (with or without a dwelling) to the first purchaser who is not a builder, contractor, or developer who is purchasing the Residential Unit for the purpose of constructing improvements thereon for resale.

Working Capital Assessments are and shall remain separate and distinct from annual Assessments under Article VII, Section 5, shall not be considered advance payments of annual Assessments, and shall not be returned to the Owner by the Association under any circumstance, including, without limitation, the sale of the Owner's Residential Unit.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Architectural Control. Except as otherwise expressly provided in this Master Declaration, all lands and improvements in the Properties are subject to architectural and environmental review. This review shall be in accordance with this Article VIII and the Planning Criteria described below. No site work, landscaping, utilities extensions, drainage improvements, paving, parking areas, construction, fence, wall or any other physical or structural improvement, (including without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, docks, patios, courtyards, greenhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, screened enclosures, television or radio antennae, satellite receiving dishes and equipment, swimming pools, tennis courts,

playhouses, swing sets, basketball courts, standards and/or backboards or any other recreational devices or equipment) nor shall any exterior addition to or change or alteration to the exterior of any existing structure or improvement be made (including, without limitation, painting or staining of any exterior surface) or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected or maintained unless and until the plans or specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the Architectural Review Board ("ARB") as to consistency with the Vizcaya Planning, Construction and Development Criteria ("**Planning Criteria**"), harmony of exterior design and materials and location in relation to surrounding structures, and as to drainage features and topography. Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior of that Owner's improvements as that Owner deems appropriate or desirable.

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Section 2. ARB. The ARB shall promulgate and revise from time to time the Planning Criteria for the Properties which shall, at a minimum, be consistent with the regulations of any governmental agency with jurisdiction to regulate the planning, construction and development of the Properties. The Planning Criteria shall be set forth in writing and made available to all builders doing business in the Properties, and to all Owners and prospective Owners. The Planning Criteria may include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Master Declaration, including, without limitation, minimum square footage requirements for Residential Units, construction deposits in amounts required by ARB to ensure repair and replacement of damage resulting from construction activities, and fines for violations of the Planning Criteria on the terms of this Article VIII. Different Planning Criteria may be adopted and enforced for improvements in different portions of the Properties. So long as Declarant owns any lands subject to this Master Declaration or eligible for annexation to this Master Declaration, Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants of the Properties. Declarant may at any time assign in writing its powers of removal or appointment to any entity or person, subject to such terms and conditions as Declarant may choose to impose. A majority of the members of the ARB shall constitute a quorum for transacting business, and the concurrence of a majority of the members of the ARB shall be required for any decision of the ARB. The conclusion and opinion of the ARB shall be binding. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that any proposed improvement, alteration, etc. is not consistent with the Planning Criteria, such alteration or improvement shall not be made.

Section 3. Approval or Disapproval. Unless waived by the ARB, all plans and specifications shall be prepared by a Florida licensed or certified architect or engineer, said person to be employed by and at the expense of the Owner making the application. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the

specific conditions, covenants and restrictions contained in this Master Declaration, but also by virtue of the reasonable dissatisfaction of the ARB with the location of the structure on the lot, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the property, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the ARB, will render the proposed item of improvement inharmonious or out of keeping with the Planning Criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans and specifications from a member of the ARB. Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be an approval of the plans as submitted or re-submitted. The ARB approval or disapproval, as required by this Master Declaration, shall be in writing and shall accompany one (1) set of plans to be returned to the Owner. Whenever the ARB disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reason or reasons for such disapproval. The remaining set of plans shall become property of the ARB. The ARB shall establish fees sufficient to cover the expenses of reviewing plans and related data and to compensate any consulting architects, landscape architects, engineers, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be Two Hundred Fifty and No/100 Dollars (\$250.00) for each submission, and the ARB shall have the right to increase or decrease this amount from time to time.

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Section 4. Violations. The work approved must be performed strictly in accordance with the plans, specifications and plot plans, as submitted and approved. If after such plans and specifications have been approved, the improvements are altered, erected, or maintained upon the property otherwise than as approved by the ARB, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the ARB having been obtained as required by this Master Declaration. Following approval of any plans and specifications by the ARB, representatives of the ARB shall have the right during reasonable hours to enter upon and inspect any property or improvements with respect to which construction is underway within the Properties to determine whether or not the plans and specifications thereof have been approved and are being complied with. After the expiration of one (1) year from the date of completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with all of the provisions hereof unless a notice of such noncompliance executed by any member of the ARB shall appear of record in the office of the Clerk of the Circuit Court of Orange County, Florida, or legal proceedings shall have been instituted to enforce compliance with these provisions. Upon approval of the ARB, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or constructed in accordance with the approved plans and specifications does not violate the provisions of this Master Declaration. The approval of the ARB of any plans or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the ARB of its rights to object

to any of the features or elements embodied in such plans or specifications if or when the same features or elements are embodied in any subsequent plans or specifications submitted.

Section 5. Variances. The ARB may authorize variances from compliance with any of the architectural provisions of this Master Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and must be signed by at least two (2) members of the ARB and shall be effective upon delivery to the Owner. If such variances are granted, no violation of this Master Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or the Planning Criteria for any purpose except as to the particular Residential Unit and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Residential Unit, including but not limited to zoning ordinances and setback requirements imposed by Orange County.

Section 6. Waiver of Liability. Neither Declarant, the ARB, any member of the ARB, or the Association, or any of their representatives shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of the Properties by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval of any plans, or the failure to approve any plans. Every person who submits plans for approval agrees, by submission of such plan, and every Owner or occupant of any Residential Unit agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages. Approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents pursuant hereto or otherwise is given solely to protect the aesthetics of the Properties and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereof complies with, or is not in violation of, any applicable laws, ordinances, requirements, codes, rules or regulations. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a lawful, safe, good and workmanlike manner. Declarant, the ARB, or any agent or consultant thereof, shall not be responsible in any way for any defects in any plan or specifications submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans and specifications.

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Section 7. Enforcement of Planning Criteria. Declarant and the Board shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB and they shall have all remedies available at law and in equity, including without limitation action to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. Should Declarant or the Association be required to enforce the

provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are instituted, shall be collectible from the violating Owner. In addition, should any Owner fail to comply with the requirements hereof after thirty (30) days written notice, Declarant and the Association shall have the right to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to the property or person unless caused by negligence or intentional wrongdoing.

Section 8. Term of Approval. Approval by the ARB shall be effective for a period of one (1) year from the date the approval is given, or one (1) year from the expiration of the thirty (30) day period specified in Section 3 hereof where approval is not expressly granted or denied. If construction has not commenced within the said one (1) year period, the approval shall have expired and no construction shall thereafter commence without written renewal of such prior approval.

Section 9. Exempt Property. The provisions of this Article VIII of this Master Declaration shall not apply to any property owned by Declarant. Accordingly, the design, construction, installation and placement of any buildings, landscaping, parking and other improvements on any property owned by Declarant shall be exempt from compliance with the provisions of this Article VIII.

ARTICLE IX

EXTERIOR MAINTENANCE.

Section 1. Owner's and Village Association Responsibilities; Default. It shall be the affirmative duty of each Owner at all times to keep and maintain all improvements, lawns, landscaping, and grounds, and all Surface Water Management System facilities located on and serving to drain its Residential Unit, in good and presentable condition and repair consistent with the approved plans and specifications therefor. Except to the extent performed by the Association, and subject to the provisions of the District permit described in Article 10, Section 11 hereof, each Owner shall landscape, irrigate, mow, trim and otherwise maintain in good and presentable condition the areas lying between the boundaries of that Owner's Residential Unit and the waterline of any lake, canal, lagoon or pond located adjacent to the nearest boundary of that Owner's Residential Unit. It shall be the affirmative duty of the applicable Village Association at all times to keep and maintain the improvements, lawns, landscaping, grounds, and stormwater drainage and retention improvements located on and serving to drain Village Common Property made subject to its ownership or control in good and presentable condition and repair. The Association shall have the right to provide exterior maintenance upon any Residential Unit or Village Common Property and improvements thereon in the Properties in the event of default by any Owner or Village Association in its duties hereby imposed; subject, however, to the following provisions. Prior to performing any maintenance on an Owner's property or on any Village Common Property owned or controlled by a Village Association, the Board shall determine that same is in need of repair or maintenance and is detracting from the

overall appearance of the Properties. Except in the event of an emergency, prior to commencement of any maintenance work, the Board must furnish fifteen (15) days prior written notice to the relevant Owner or Village Association at the last address listed in the Association's records notifying the Owner or Village Association that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge same to the benefited Owner(s). Upon the failure of the Owner or Village Association to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to enter in or upon any Residential Unit or Village Common Property and the exterior of improvements located thereon, or to hire personnel or contractors to do so, to make such necessary repairs, or maintenance as is specified in the written notice. In this connection, the Association shall have the right; but without the obligation, to do such things as, but not limited to, paint, repair, replace and care for roofs, gutters, down spouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, clean and maintain swimming pools and spas, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Association detracts from the overall beauty and setting of the Properties. Declarant and the Association, or their agents or employees, shall not be liable to any Owner or Village Association for any trespass or damages or injury to the property or person of the Owner or Village Association or the occupants or invitees of the affected Residential Unit or Village Common Property or any improvements thereon unless caused by negligence or intentional wrongdoing.

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Section 2. Assessment of Cost. The cost of the repair or maintenance referred to in Section 1 shall be assessed as an individual assessment against the Owner of the Residential Unit upon which such maintenance is done or, in the case of work performed on Village Common Property, against all Owners who are members of the applicable Village Association. Said individual assessment shall be secured by a lien upon each such Owner's Residential Unit and shall also constitute a personal obligation of each such Owner. The individual assessment shall be collectible along with interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner, and costs of collection and attorneys fees, in the same manner as delinquent annual assessments.

Section 3. Access at Reasonable Hours. For the purpose of performing the repairs or maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Residential Unit and Village Common Property and the exterior of any improvements thereon during normal business hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made on any day and at any hour.

Section 4. Association Maintenance Responsibility. The Association shall maintain and keep in good and pr sentable condition and repair all of the Common Property, Village Common Property (if made subject to the ownership or control of the Association) and Areas of Common Responsibility, and all improvements thereon. Said maintenance obligation shall be deemed to include but not be limited to maintenance, repair and replacement, of (a) the recreational amenities, if any, (b) all private roads, if any, road shoulder, walks, trails, harbors,

lakes, canals, lagoons, ponds, Surface Water Management System, parking lots, landscaped areas, and other improvements situated within the Common Property or Village Common Property and, (c) security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of its said properties and which are not maintained by a public authority, public service district, public or private utility, or other person, and (d) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon its said properties. The Association shall not be liable for injury or damage to any person or property (i) caused by the elements or by any Owner or any other person, (ii) resulting from any rain or other surface water which may leak or flow from any portion of its properties, or (iii) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility situated upon the said Common Property, Village Common Property or Areas of Common Responsibility. It shall also be the affirmative duty of the Association to maintain as a Common Expense all stormwater drainage and retention improvements and features located in the Properties or Areas of Common Responsibility and comprising part of the Surface Water Management System. All maintenance of each Residential Unit in the Properties and all parts of any structure thereon, unless specifically identified as being the responsibility of the Association or any Village Association, shall be the responsibility of the Owner of such Residential Unit. The Association and any Village Association shall be responsible for all maintenance of Common Property and Village Common Property, as applicable, notwithstanding the fact that Declarant may not yet have transferred same to the applicable association.

Section 5. Exculpation from Liability and Responsibility. It is contemplated that title to, or easements for, the roadways and Surface Water Management System for the Properties have heretofore been, or shall hereafter be, granted and conveyed by the Declarant to the Association, Orange County, a Special Purpose Taxing District. Following such conveyance, the Association, Orange County, or Special Purpose Taxing District, as applicable, shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over and responsibility for the ownership, administration, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the roadways and Surface Water Management System within the Properties. Accordingly, each Owner, by the acceptance of a deed or other conveyance to his Lot shall be deemed to have agreed that neither the Declarant, nor any governmental agency other than Orange County, or the Special Purpose Taxing District, if applicable, shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the roadways and the Surface Water Management System for the development and each such Owner shall be deemed to have further agreed to look solely and exclusively to the Association, Orange County, or a Special Purpose Taxing District with respect to any such liability or responsibility.

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Section 6. Special Purpose Taxing District. Notwithstanding anything contained in this Declaration to the contrary, Declarant also reserves for itself the right to establish a Special Purpose Taxing District to provide for any one or more of the following: (a) operation and maintenance by Orange County of any of the Common Property, Village Common Property and any Area of Common Responsibility, and any recreational, drainage or other improvements thereon, for the uses and purposes set forth in this Declaration, any Supplemental Declaration, or in any applicable subdivision plat, which may or may not include a requirement that ownership of the affected lands and improvements be transferred to Orange County, (b) construction or improvement

of recreation, drainage, sidewalk, wall, landscaping, open space, conservation, or other areas, improvements or facilities on or within the Common Property, Village Common Property and any Area of Common Responsibility, or any easement areas for the use and benefit of the Properties and the occupants thereof, and (c) construction, operation or maintenance of street lighting or any other service or benefit to or for the Properties authorized under the terms of this Declaration or the Special Purpose Taxing District, or by Orange County. It is anticipated that the costs incurred by the Special Purpose Taxing District will be billed directly to the Owners, or to the Association for subsequent assessment to the Owners.

ARTICLE X

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RESTRICTIVE COVENANTS

Except as may be otherwise set forth in this Master Declaration, in any Supplemental Declaration, in any agreement with Declarant, or by specific deed restriction imposed by Declarant, the following covenants, conditions, restrictions and reservations shall apply with respect to the Properties subject to this Master Declaration:

Section 1. Compliance with Law. In addition to complying with plans and specifications approved by the ARB, all improvements constructed on a Lot shall be designed and constructed in compliance with all applicable laws, ordinances, codes, regulations and requirements of governmental authorities with jurisdiction over the Properties, including, without limitation, all applicable zoning, building codes, health and fire-safety codes and all requirements related to construction in flood hazard areas.

Section 2. Use of Residential Units. Except as permitted by Section 5 of Article IV, each Residential Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Residential Unit as an office by an Owner or other occupant shall not be considered to be a violation of this covenant if such use is lawful and does not create regular customer, client or employee traffic. Lease or rental of a Residential Unit for residential purposes shall also not be considered to be a violation of this covenant so long as the lease (a) is for not less than the entire dwelling and all the improvements thereon, and (b) is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by Declarant and the ARB. All such leases or rental agreements shall be required to be in writing and, upon request, the Owner shall provide the Declarant and ARB with copies of such lease or rental agreement.

Section 3. Water Wells and Septic Tanks. Subject to the terms of Section 5 of Article IV, no private water wells or septic tanks may be drilled, installed or maintained on the Properties. Shallow well pumps may be authorized by the ARB for air conditioning/heating and lawn and garden irrigation use if tests indicate water is satisfactory.

Section 4. Landscaping. Landscaping on each Lot and Surface Water Management System facilities located on and serving only that Lot shall be continuously maintained in good, aesthetically pleasing condition by the Owner thereof. The Owner of each Lot abutting a body of water or any canal shall maintain the shoreline of said Lot free of debris and weeds consistent

with applicable environmental regulations. All landscaped and grassed areas on each Lot shall be watered by means of an automatic underground sprinkler system which shall be employed so as to keep all vegetation in excellent condition. Landscaping as approved by the ARB shall be installed prior to occupancy of the building improvements on each Lot.

Section 5. Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be allowed upon the Properties, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Properties, nor shall any improper, unsanitary, unsightly, offensive or unlawful use be made of or condition or activity permitted on any Residential Unit or improvements thereon or of the Common Property or Village Common Property, nor any part thereof, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The use, enjoyment and occupancy of the Properties shall be in such a manner so as not to cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof; noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; smoke, noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; or vibration. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Properties, or except as may be permitted by the ARB.

Section 6. Rules and Regulations. Rules and regulations promulgated by the Board as to the use and enjoyment of the Properties shall be observed by the Owners and occupants thereof. Such rules and regulations may involve matters such as but not limited to air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, clotheslines, parking, vehicle traffic, and the state of repair of vehicles, gutters, pets, game and play structures, swimming pools, telecommunication dishes and antennae, driveways, walkways, sight distance at intersections, garages, fences, sunscreens, blinds and shades. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce rules and regulations. Such rules and regulations may supplement or clarify the terms of this Master Declaration, any Supplemental Declaration, or any provision, covenant or restriction contained in either. Copies of such rules and regulations shall be made available to each Owner prior to the time same become effective. Such rules and regulation shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless any such rule or regulation be specifically overruled, canceled, or modified by the Board or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the votes cast.

Section 7. Animals. No animals, livestock, birds, poultry or reptiles of any kind shall be raised, bred, or kept by any Owner upon any portion of the Properties except for a reasonable number of dogs, cats, birds or other usual and customary household pets kept in dwellings, subject to rules and regulations adopted by the Association, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. For

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purposes hereof, numbers in excess of two (2) of each such type of household pet (other than aquarium-kept tropical fish) shall *prima facia* be considered unreasonable. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No exterior structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Properties. Upon the written request of any Owner, the Board may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 7, a particular pet is a usual and customary household pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Properties if such pet is found to be a nuisance or to be in violation of these restrictions. Each Owner shall be liable to the Association for the cost of repair of any damage to the Common Property or Village Common Property caused by the pet of such Owner or of an occupant of such Owner's dwelling.

Section 8. Garbage and Trash. No trash, rubbish, debris, garbage or other waste material or refuse shall be placed, stored or permitted to accumulate on any part of the Properties except in covered or sealed sanitary containers. All such sanitary containers must be stored within each building. No trash, rubbish, debris, garbage or other waste material or refuse shall be placed outside for pick-up prior to 7:00 p.m. on the night before such garbage is scheduled to be picked up. Declarant may place common sanitary containers within the condominium and multi-family villages in locations determined by Declarant in its sole discretion.

Section 9. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the Board.

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Section 10. Vehicles. Each Owner shall provide for parking of vehicles off street and roads within the Properties. No parking shall be permitted in or along any of the streets in the Properties. There shall be no outside storage or parking upon any portion of the Properties of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than personal-use pick-up trucks and sport-utility vehicles), commercial vehicles of any type (including, without limitation, cars or trucks with advertising signs or lettering), camper, motorized camper or trailer, boat or other water craft, boat trailer, motorcycle, motorized go-cart, or any other related forms of transportation devices, except if adequately screened from view or otherwise permitted in writing by the Declarant or the Association. No Owners or other occupants of any portion of the Properties shall repair or restore any vehicle of any kind upon or within a property subject to this Master Declaration except (a) within enclosed garages or workshops, or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. Violators of the prohibitions contained in this Section 10 shall be subject to having their vehicles towed, at the owner's expense, by or at the direction of the Association, and to the levy of fines by the Association in such amount as may be determined from time to time by the Board. Additional rules and regulations regarding use, repair and storage of vehicles in the Properties may be promulgated from time to time by the Board.

Section 11. Surface Water Management System. Notwithstanding anything else contained in this Master Declaration, including, without, limitation, any and all rights of direction

and control afforded to the Association as may be provided herein (including any ability to delegate maintenance responsibilities to a water management district and/or Special Purpose Taxing Districts), the Association shall be responsible to the Owner of each Lot for: (i) performing any maintenance, repair or replacement activities to be conducted upon the Surface Water Management System pursuant to this Section, (ii) performing said activities in a manner so as to reasonably minimize any interference with the normal and customary use of the Lot, and (iii) promptly repairing and restoring any portion of a Lot which is unreasonably damaged as a result of such maintenance, repair or replacement activities conducted upon the Surface Water Management System. No Member or Owner shall cause or permit any interference with such access and maintenance of the Surface Water Management System by the Association. No Owner shall utilize, in any way, any of the Surface Water Management System, or incorporate any portion of the Surface Water Management System, into the Owner's development plans, without the express prior written consent of the Association. Further, where an Owner's Lot is contiguous to the Surface Water Management System, the Owner shall prepare its development plan so that the utilization of its Lot will not adversely affect the Surface Water Management System and so as to be aesthetically compatible with Surface Water Management System. The Association is authorized to delegate any of the Surface Water Management System repair and maintenance responsibilities provided herein to any Village Association; provided, however, that the Association shall be ultimately responsible for the performance of said repair and maintenance responsibilities and, in the event any such Village Association shall fail to perform any of the repair and maintenance responsibilities delegated to it by the Association, the Association shall suffer no interference with its right to access, repair, operate and maintain the Surface Water Management System in accordance herewith. Any modification to the Surface Water Management System may require a modification to District permit # 48-01088-P ("Permit"). A copy of the Permit shall be attached to the Rules and Regulations promulgated by the Board in accordance with Article X, Section 6 herein. The registered agent of the Association shall maintain a copy of the Permit and copies of all further permitting actions for the benefit of the Association.

Section 12. Temporary Structures. No structure of a temporary character shall be placed upon the Properties at any time; provided, however, that this prohibition shall not apply to (i) Declarant's sales and construction activities, or (ii) shelters or temporary structures used by the contractor during construction of permanent structures (provided such temporary shelters may not, at any time, be used as residences or permitted to remain on the subject property after completion of construction). The provisions of this Section 12 shall not prohibit the erection of temporary structures for social functions as may be permitted by rules and regulations promulgated by the ARB.

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Section 13. Signs. No signs, advertisements, billboards or solicitation or advertising structures of any kind, including, without limitation, real estate signage, shall be erected, modified or maintained within any windows, on the exterior of any improvements, or on the grounds of any Residential Unit, unless prior written approval of the ARB is obtained; provided, however, street numbers and name signs on Residential Units and one sign containing not more than eight (8) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of Residential Units for sale shall be permitted without prior written approval. The restrictions of this section shall not apply to Declarant, or to any signs, etc. required by legal proceedings.

Section 14. Air-Conditioning Equipment. No air conditioning equipment which is visible on the exterior of any improvement shall be permitted in the Properties unless approved by the ARB. Approval shall be based upon adequacy of screening and/or landscaping of such equipment. The ARB may prohibit window air conditioning units altogether or impose stricter standards.

Section 15. Drainage Structures. No person (other than Declarant), without the prior written approval of the ARB and the District, shall obstruct, alter or in any way modify the method and/or structures of drainage utilized or now or hereafter installed by Declarant or the Association from, on and over any Residential Unit, Common Property, Village Common Property or any Area of Common Responsibility; nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

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Section 16. Receiving and Transmitting Devices. No television antenna, radio receiver, satellite receiving dish having a diameter in excess of twenty (20) inches, or other similar device shall be erected, attached to or installed on any portion of the Properties, unless contained entirely within the interior of a building or other structure or screened from view in accordance with architectural or landscaping standards adopted therefore by the ARB, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any property within the Properties; provided, however, that Declarant and the Association, and their designated licensees, shall not be prohibited from installing equipment necessary for mast antenna, security, cable television, satellite receiving facilities, mobile radio, or other similar systems within the Properties.

Section 17. Solar Panels. No solar panels shall be erected, attached to or installed on any portion of the Properties, without the prior written consent of the ARB, which may be granted or withheld in its sole discretion.

Section 18. Further Subdivision. No part of the Properties shall be further subdivided except as platted without the prior written consent of Declarant for so long as Declarant owns any portion of the Properties, and thereafter by the Board.

Section 19. Additional Restrictions. No Owner may impose additional covenants and restrictions on any lands within the Properties beyond those contained in this Declaration without consent of the Declarant for so long as Declarant owns any portion of the Properties or any land which is eligible for annexation to the Properties, and thereafter without consent of the Board. Declarant may impose additional covenants and restrictions on property then owned by Declarant without the consent of any other Owner or the Association. Declarant reserves the right to impose additional covenants, conditions and restrictions on Additional Properties pursuant to the Supplemental Declaration applicable to each such Additional Property.

Section 20. Completion of Construction. After commencement of construction of any improvements in the Properties, the Owner shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner of the Lot on which improvements are being

constructed shall at all times keep public and private streets contiguous to the Lot free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements. During construction, the Owner shall require its contractors to maintain the Lot upon which such work is being done in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, the Owner shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot.

Section 21. Excavation. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and seeded, as provided on the approved plans for landscaping.

Section 22. Mailboxes. No mailboxes shall be permitted in the Properties unless and until approved by the ARB, and subject to such requirements as may be imposed by the ARB.

Section 23. Clotheslines. No clotheslines shall be permitted in the Properties. No clothing, rugs, or other unsightly or inappropriate item may be hung on any railing, fence, hedge, or wall.

Section 24. Play Structures and Yard Accessories. All yard accessories and play structures, including basketball backboards and any other fixed games, shall be located at the side or rear of the residential structure, or to the rear of the residences on corner Lots, within the set back lines.

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Section 25. Trees. Unless located under or within ten (10) feet of a permitted improvement, no Owner, other than Declarant, may cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point of four (4) feet above the ground level, or other significant vegetation as designated from time to time by the ARB, without obtaining the prior approval of the ARB; provided, however, that dead or diseased trees or other designated significant vegetation which are inspected and certified as dead or diseased by the ARB shall be removed promptly from any property by the Owner thereof. In the event of conflict between the provisions of this Section 25 and any laws pertaining to cutting and removal of trees and vegetation, the more restrictive of the two shall apply.

Section 26. Sidewalks. There shall be constructed upon each Lot in accordance with the applicable regulations of the governmental agency or agencies with jurisdiction, at the expense of the Owner thereof, a sidewalk in front of the Lot, and on the side if the Lot is a corner Lot, on or before the earlier of completion of construction or occupancy of the dwelling on that Lot.

Section 27. Garages. No garage shall be converted to living area without prior ARB approval.

Section 28. Fences. No fences shall be erected without prior ARB approval. No chain link fences shall be permitted.

Section 29. Lights. The design and location of all exterior lighting fixtures shall be subject to the approval of the ARB. Neither those lighting fixtures nor any other illumination devices, including, but not limited to, holiday lighting displays and ornaments, located anywhere on the structures or grounds of any property shall be located, directed, or of such intensity to affect adversely, in the sole discretion of the ARB, the night-time environment of any adjoining property.

Section 30. Security Systems. In the event that either Declarant or the Association shall install a central security system within the Properties, or in the event Declarant grants to a third-party supplier the right to install same, with the capability of providing security services to each Residential Unit within the Properties, then no Owner shall be entitled to install or maintain any alternative security systems within a dwelling other than security systems which are appurtenant to and connected with such central security system, without obtaining the prior written consent and approval of the Declarant, or the Board.

Section 31. Conservation Easement Area.

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Notwithstanding anything contained in this Master Declaration to the contrary, in order to comply with District permitting for the Properties, each Owner of a Residential Unit which has frontage on Big Sand Lake, Lake Serene, or Little Sand Lake shall, upon acquiring such Residential Unit, pay the sum of One Thousand and No/100 Dollars (\$1,000.00) into a fund in the Association's name, the purpose of which fund is to provide reasonable assurance for the preservation, remediation and mitigation of impacts to the affected lakes in the event any such Residential Unit Owners or other persons cause damage to the vegetation within the Conservation Easement area lying within any such Residential Unit. In the event of damage to the Conservation Easement area, the Association shall notify the offending Residential Unit Owner in writing of such damage and of the Association's intent to restore the damaged or destroyed vegetation, at the sole cost and expense of the offending Residential Unit Owner. The Association shall provide a copy of all such correspondence to the District and the District may, in its discretion, send written notification to the Association and such Residential Unit Owner, specifying the District's proposed remediation and restoration of the affected Conservation Easement area (which proposed remediation and restoration shall be consistent with the Conservation Easement and District permitting). The Association's correspondence to the Residential Unit Owner shall specify: (a) the nature of the damage and violations to the District permit and Conservation Easement, (b) the required remediation which the Association will be performing, such as a plan to restore the damaged or destroyed vegetation, and (c) the cost required to be paid by the Residential Unit Owner to the Association for such remediation and restoration. The offending Residential Unit Owner shall pay the Association the amount designated in the notice. In the event the Residential Unit Owner fails to pay the Association for the remediation and restoration costs specified in the Association's notice to the Residential Unit Owner within thirty (30) days of such Residential Unit Owner's receipt thereof, the Association shall be entitled to levy a fine against the Residential Unit Owner in accordance with the terms of

Article XIII of this Master Declaration. The Association shall use its best efforts to remedy, as soon as is reasonably practicable, the damage and cure the violation to the District Permit and Conservation Easement area. In the event the Association fails to complete such remediation and restoration within ninety (90) days from the date the Association notifies the District of the damage, the District may, in its sole discretion, but shall not be required, to draw down the Preservation Letter of Credit in an amount or amounts necessary to restore the damaged or destroyed shoreline vegetation affected by the District permit violation. In the event the Preservation Letter of Credit is drawn upon by the District, the Association shall be entitled to levy a special assessment against the offending Residential Unit Owner in an amount equal to One Hundred and Ten Percent (110%) of the amount drawn, which, when received by the Association, shall be used to replenish the Preservation Letter of Credit, in order that the amount of the Preservation Letter of Credit shall remain not less than Sixty Thousand Five Hundred and No/100 Dollars (\$60,500.00). Such special assessment shall accrue interest at the rate of One and One-half Percent (1½%) per month until paid. The Association shall be entitled to enforce payment of the special assessment (through a lien or otherwise) in accordance with the terms of this Master Declaration. The Preservation Letter of Credit shall remain in effect for a duration equal to the term of the Conservation Easement, or as otherwise required by the District permit conditions. True and complete copies of the Conservation Easement and the District permit conditions are available for examination by all Residential Unit Owners at the office of the Declarant.

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Notwithstanding the foregoing, to the extent that there is damage to a portion of the Conservation Easement area which is contiguous to a Lot which is owned by the Declarant, the Association shall be responsible for costs of remediation and restoration related thereto.

The Association and its respective employees, agents, contractors, invitees, licensees, and designees shall at all times have a right and non-exclusive easement of access, ingress and egress over all portions of the Conservation Easement area and any Lot contiguous thereto, for the purpose of performing the obligations of the Association set forth in this Provision 31, including, without limitation, testing, removing any structures placed in the Conservation Easement area, bringing in equipment, and doing any and all acts necessary to maintain, monitor and restore the Conservation Easement area.

Notwithstanding anything contained herein to the contrary, the Association shall be responsible, at its sole cost and expense, for implementing a monitoring and maintenance plan for the perpetual care, maintenance and monitoring of the wetland/enhancement creation areas within the Conservation Easement area, to aid in the establishment of planted material, as well as to ensure the overall success of the plan, pursuant to the Mitigation Plan prepared by Modica & Associates, Inc. attached hereto and incorporated herein by reference as Exhibit "F". In the event that the Association fails to comply with the Mitigation Plan, the District may, in its sole discretion, but shall not be required to draw upon the Letter of Credit in an amount or amounts necessary to perform the duties of the Association in accordance with the Mitigation Plan.

In the event that the Association shall violate the covenants or restrictions set forth in this Section 31, the Association acknowledges that it shall be lawful for the District to pursue any and all actions it may have in equity or at law against the Association for such violation.

The following restrictions shall apply to the Conservation Easement area:

(a) Prohibited Uses. All Owners of Lots which are contiguous to lakes within the Properties shall be prohibited from conducting the following activities within the Conservation Easement area:

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1. Constructing or placing buildings, roads, signs, billboards, or other advertising, utilities or other structures on or above the ground:

2. Dumping or placing soil or other substance or material as landfill or dumping or placing trash, waste or unsightly or offensive materials;

3. Removing, trimming, or destroying trees, shrubs or other vegetation, except as may be permitted in Section 31(b)(3) herein;

4. Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface;

5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;

6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation, including, but not limited to ditching, dyking and fencing;

7. Acts or uses detrimental to such retention of land or water areas;

8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance;

9. Mow the backyard down to the shoreline; and

10. Build docks, the dimensions of which are larger than those dimensions set forth on Exhibit "G" attached hereto and incorporated herein by reference.

(b) Reserved Rights. Notwithstanding the prohibited uses set forth in Section 31 (a) herein, the following rights shall be reserved in favor of all Owners of Lots which are contiguous to lakes within the Properties, with respect to the use of the Conservation Easement area:

1. Limited land clearing for the purpose of constructing docks for lake access;

2. Regular and periodic maintenance within the Conservation Easement area for the purpose of exotic and nuisance plants, species control which is conducive to the improvement and perpetuation of natural conditions;

3. Periodic, non-motorized, hand trimming of vegetation (excluding trees) upward to a height not in excess of eight feet (8') from the ground level; and

(c) Signage. The Declarant shall display on all Lots contiguous to the Conservation Easement area, at its sole cost and expense, signage which shall be placed in clear view on the retaining wall contiguous to such Lot, which signage shall contain the following language: "CONSERVATION AREA: DO NOT DISTURB VEGETATION". Once a Lot is sold by Declarant to a Residential Unit Owner, such Residential Unit Owner shall be responsible for continuously maintaining, repairing and/or replacing the signage required herein on their respective Lot, at their sole cost and expense. The dimensions of the signage shall in no event be smaller than 8 1/2" x 11" and the size of the lettering on the signage shall in no event be smaller than one inch (1") in height.

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Section 32. Docks. All Owners of lake front property within the Properties shall have the right, upon receipt of all applicable permit authorizations for dock construction, at their sole cost and expense, to construct one (1) dock on their Lot. The dock shall be placed on a Lot in a manner which shall minimize the impact to the Conservation Easement area and shall terminate at the Sovereign Land Line for the particular lake which the Lot adjoins. The deck of the dock shall be a maximum of five (5') feet in width. The placement of the deck planks shall be a minimum of 1/2" apart. The plans for the dock and the placement thereof must conform to the sketch attached hereto and incorporated herein by reference as Exhibit "G" and must be approved in all respects by the Association, in accordance with Article VIII herein.

Section 33. Environmental Swale.

There shall be constructed on each Lot within the Properties which has frontage on Big Sand Lake and Lake Serene, an environmental swale ("**Environmental Swale**"), which shall be located within a ten foot (10') or fifteen foot (15') easement, in favor of the Association, which shall be reflected on the recorded plat creating such Lots.

Each Lot Owner shall be responsible for maintaining, repairing and replacing the portion of the Environmental Swale which is located upon his respective Lot in accordance with the approved final engineering plans for the Environmental Swale. The Association shall have the Environmental Swale inspected at least twice per annum. In the event that the Environmental Swale is not maintained by the respective Lot Owner in accordance with the approved final engineering plans, the Association shall notify the offending Lot Owner in writing of such violation and of the Lot Owner's responsibility to restore the Environmental Swale, at the sole cost and expense of the offending Lot Owner, to the condition approved in the final engineering

plans. The Association's notice to the Lot Owner shall specify: (a) the nature of the damage and violations to the approved final engineering plans; and (b) the required remediation. In the event the Lot Owner has not undertaken remediation within thirty (30) days of the Association's notice of violation, the Association will restore the Environmental Swale at the sole cost and expense of the offending Lot Owner. The offending Lot Owner shall pay the Association the amount required for such restoration and remediation within thirty (30) days of receipt of an invoice for same. In the event the Lot Owner fails to pay the Association within thirty (30) days of receipt of the invoice, the Association shall be entitled to levy a fine against the Lot Owner in accordance with the terms of Article XIII of this Master Declaration. The Association shall be entitled to enforce payment of the special assessment (through a lien or otherwise) in accordance with the terms of this Master Declaration. True and correct copies of the final engineering plans for the Environmental Swale are available for examination by all Lot Owners at the office of the Declarant.

The Association and its respective employees, agents, contractors, invitees, licensees, and designees shall at all times have a right and non-exclusive easement of access, ingress and egress over all portions of the Lots within the Properties upon which the Environmental Swale is located and any Lot contiguous thereto, for the purpose of performing the obligations of the Association set forth in this Provision 33, and doing any and all acts necessary to monitor and inspect the Environmental Swale.

Section 34. Retaining Wall.

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There shall be constructed on each Lot within the Properties which has frontage on Big Sand Lake and the Detention Tract adjacent thereto, a retaining wall ("**Retaining Wall**"), which shall be located within a five foot easement, in favor of the Association, which shall be reflected on the recorded plat creating such Lots.

The Association shall be responsible for maintaining, repairing and replacing the Retaining Wall in accordance with the approved final engineering plans for the Retaining Wall.

The Association and its respective employees, agents, contractors, invitees, licensees, and designees shall at all times have a right and non-exclusive easement of access, ingress and egress over all portions of the Lots within the Properties upon which the Retaining Wall is located and any Lot contiguous thereto, for the purpose of performing the obligations of the Association set forth in this Provision 34, and doing any and all acts necessary to monitor and inspect the Retaining Wall.

ARTICLE XI

AMENDMENT

Section 1. Amendments by Owners. Except as to provisions relating to amendments set forth herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants, or restrictions set forth herein may be amended in accordance

with this provision. The holders of at least two-thirds (2/3) of the votes in the Association, without regard to class may change or amend any provision hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution to be recorded in the Public Records of Orange County, Florida. A proposed amendment may be initiated by Declarant, the Association, or by petition signed by ten percent (10%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, affirmative vote required for adoption shall be two thirds (2/3) of the votes of the Members (without regard to class) who shall be present in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the Public Records of Orange County, Florida.

So long as Declarant shall own any lands within the Properties, no Declarant-related amendment shall be made to this Master Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by Declarant. Any amendment shall be deemed to be Declarant-related if it does any of the following:

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- (a) directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other Owners.
- (b) modifies the definitions provided for by Article I of this Master Declaration in a manner which alters Declarant's rights or status.
- (c) modifies or repeals any provision of Article II of this Master Declaration.
- (d) alters the character and rights of membership as provided for by Article III of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association.
- (e) alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities, or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements, or facilities.
- (f) denies the right of Declarant to convey to the Association Common Property or Village Common Property.
- (g) modifies the basis or manner of assessment as applicable to Declarant or any lands owned by Declarant.

(h) alters or repeals any of Declarant's rights or any provision applicable to Declarant's rights as provided for by any provision of this Master Declaration or any Supplemental Declaration.

No amendment shall be made to this Master Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association, without the written consent of all affected mortgagees with respect to any amendment which would materially and adversely affect any rights accorded to such mortgagee hereunder or any security, title or interest of any mortgagee of a Residential Unit, and such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected.

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Section 2. Amendments by Declarant. During any period in which Declarant owns any land encumbered by this Master Declaration or which is eligible for annexation to this Master Declaration, Declarant may amend this Master Declaration, the Articles, the Bylaws or any Supplemental Declaration by an instrument in writing filed in the Public Records of Orange County, Florida, without the approval of the Association, any Owner or any mortgagee; provided, however, that, with the exception of the annexation of Additional Property to the terms of this Master Declaration, (i) in the event that such amendment materially and adversely alters or changes any Owner's right to the use and enjoyment of his Residential Unit, the Common Property or Village Common Property as set forth in this Master Declaration or adversely affects the marketability of title to any Residential Unit, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby; (ii) in the event that such amendment would materially and adversely affect any rights accorded to such mortgagee hereunder or any security, title or interest of any mortgagee of a Residential Unit, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected; and (iii) in the event that such amendment also is an amendment to the Bylaws, the amendment will be subject to the applicable non-variable provisions of Sections 617.301 - 617.312, Florida Statutes and said Bylaws. Any amendment made pursuant to this Section 2 shall be certified by Declarant as having been duly approved by Declarant, and by such Owners and mortgagees if required, and shall be effective upon being filed in the Public Records of Orange County, Florida, or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Residential Unit, agrees to be bound by such amendments as are permitted by this Section 2 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Master Declaration or any other instruments relating to the Properties (a) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule, or regulation or any judicial determination which shall be in conflict therewith, (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any of the Properties, (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any of the Properties, or (d) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgages on any of the Properties.

Section 3. Amendments Regarding Surface Water Management System. Any amendment to the Declaration, whether by the Owners or Declarant, which alters any provision relating to the Surface Water Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the District.

ARTICLE XII

OR Bk 6094 Pg 2426
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PARTY WALLS OR PARTY FENCES

Section 1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built as part of the original construction and any replacement of improvements in the Properties.

In the event that any portion of any structure, as originally constructed, including any party wall or fence, shall protrude over an adjoining Common Property, Village Common Property, or Residential Unit, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining lands, and the affected Owner shall neither maintain any action for the removal of the party wall or fence or projection, nor for damages. In the event there is a protrusion, it shall be deemed that the affected Owner has granted a perpetual non-exclusive easement to the adjoining Owner for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fence same are construed in conformity with the original structure, party wall or fence.

Section 2. Sharing of Repair and Maintenance. Unless otherwise specified in any Supplemental Declaration, the cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the wall or fence in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence must restore it, and if other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or party fence, or under the provisions of this Article (but only this Article), each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The decision of the arbitrators shall not, however, be binding and conclusive upon the parties and any party to the dispute shall thereafter have the right to institute any action or proceeding, at law or equity, which he deems necessary or desirable.

ARTICLE XIII

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COVENANTS COMMITTEE

Section 1. Committee. The Board shall appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members. Acting in accordance with the provisions of this Master Declaration, the Bylaws, and any resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association relative to alleged infractions of this Declaration, the Bylaws, and the rules and regulations of the Association. Subject to compliance with the provisions of Section 2 hereof, upon the violation of this Declaration, the Bylaws, or any rules and regulations duly adopted hereunder, the Board shall have the power (i) to impose reasonable monetary fines (not exceeding Fifty and No/100 Dollars (\$50.00) per violation) which shall constitute an equitable charge and a continuing lien upon the Residential Unit, the Owners, occupants, or guests of which are guilty of such violation, (ii) to suspend an Owner's right (and the right of such Owner's family, guests, and tenants and of the co-Owners of such Owner and their respective families, guests, and tenants) to use any of the Common Property and Village Common Property, or (iii) to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants or by his co-Owners or the family, guests, or tenants of his co-Owners. Notwithstanding anything herein, however, an Owner's access to its property over private roads and streets constituting Common Property or Village Common Property, if any, will not be terminated hereunder. Any suspension of rights hereunder may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

Section 2. Hearing Procedure. The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a Member or other occupant of the Properties for violations of this Declaration, the Bylaws, or the rules and regulations unless and until the following procedure is followed:

(a) Demand to Cease and Desist. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and

(iii) a time period of not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the Bylaws, or rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(b) Notices. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee in executive session. The notice shall contain:

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- (i) the nature of the alleged violation;
- (ii) the time and place of the hearing, which time shall not be less than fourteen (14) days from the giving of the notice;
- (iii) an invitation to attend the hearing and produce a statement, evidence, and witness on his behalf; and
- (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held by the Covenants Committee in executive session pursuant to the notice and the Member shall be provided a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. No sanction shall be imposed under this Article XIII unless approved by a majority of the Covenants Committee. This Article XIII shall not apply to failures to pay in a timely manner assessments levied by the Association or any Village Association.

ARTICLE XIV

DURATION AND TERMINATION

The reservations, covenants, conditions, restrictions, easements, charges and liens of this Master Declaration shall run with and bind the title to the Properties, and shall inure to the benefit of, be enforceable by, and bind Declarant, the Association and each Owner, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Master Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Master Declaration may be terminated at any time by recordation of an instrument signed by the then holders of eighty

percent (80%) of the votes in the Association and their first mortgagees agreeing to terminate this Master Declaration.

ARTICLE XV

ENFORCEMENT

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Section 1. Remedies. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for Declarant, any Owner or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or this Master Declaration. The failure of Declarant, its successors or assigns, or the Association or an Owner, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. Should Declarant or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the prevailing party. Inasmuch as the enforcement of the provisions of this Declaration, the Bylaws, and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that Declarant, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant or the Association for or on account of any failure to bring any action on account of any violation or breach, of the provisions of this Declaration, the Bylaws, or any rules and regulations of the Association by any person, however long continued.

Section 2. Lessees to Comply with Declaration, Articles and Bylaws – Effect on Non-Compliance. All tenants shall be subject to the terms and conditions of this Master Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner. Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Master Declaration, Bylaws, Articles and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Residential Unit are also fully liable for any violation of the documents and regulations. In the event that a lessee, occupant, or person living with the lessee violates a provision of the Master Declaration, Bylaws, Articles or rules and regulations, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

PRIVATE ROADS AND SURFACE WATER MANAGEMENT SYSTEM

Section 1. Inspection of Private Roads and Surface Water Management System. The Common Property to be operated and maintained by the Association will include private roads within the Properties and the Surface Water Management System. Three (3) years after the issuance of a certificate of completion for the first Residential Unit in the Properties, the Association shall require an annual inspection of the private roads and Surface Water Management System by a registered civil engineer. This inspection shall, using good engineering practice, determine the level of maintenance of all private roads in the Properties and the Surface Water Management System, and identify any needed repairs. The inspection shall be written into a report format. The Association shall cause all remedial work recommended by the engineer in the report to be completed within sixty (60) days following receipt of said report by the Association, unless the recommended remedial work is of such a nature or character as to not be susceptible of completion within said 60-day period; in which event, the Association shall commence within said 60-day period all actions and measures reasonably necessary to effect completion of the recommended remedial work, and to diligently and continuously prosecute such actions and measures to completion, and in any event, not later than 180 days following receipt by the Association of the annual engineering report. The Association shall also submit the final copy of the annual engineering report to the Orange County engineer within thirty (30) days after written receipt of the report by the Association.

Section 2. Resurfacing of Private Roads. The Association shall cause all private roads in the Properties to be resurfaced every fifteen (15) years unless the annual engineering report referenced in Section 1 above makes a recommendation to either shorten or lengthen that time frame based on the documentation of conditions as contained in the report.

Section 3. Reserve Funds and Indemnification of County. The Association shall establish and collect reserve funds for maintenance, repair and any replacement of the private roads and Surface Water Management System to be maintained by the Association in accordance with the foregoing provisions of Sections 1 and 2. Such reserve funds shall be established and collected through the Assessments to be levied and collected in accordance with Article VII of this Declaration and shall be held in accounts separate from all other Association funds. The initial reserve funds (which shall comprise a portion of the Assessments) for the calendar year in which this Declaration is filed in the Public Records of Orange County, Florida shall be Five Dollars and no/100 (\$5.00) per month or Sixty Dollars and no/100 (\$60.00) annually. The Association shall require an annual statement or other financial report (in form and detail reasonably acceptable to the Orange County Comptroller) to be submitted to Orange County confirming the existence and amount of the reserve funds for the private roads and Surface Water Management System.

NO MEMBER WILL RECEIVE ANY DISCOUNT OR REDUCTION OF AD VALOREM PROPERTY TAXES BECAUSE ORANGE COUNTY DOES NOT MAINTAIN THE PRIVATE ROADS OR SURFACE WATER MANAGEMENT SYSTEM.

The Association will indemnify, defend, and hold Orange County harmless from any loss, cost, damage, or expense, including reasonable attorneys' fees, at the trial court level and in any appellate or bankruptcy proceeding, arising directly or indirectly, out of (A) alleged improper maintenance, repair, and/or reconstruction of the private roads and/or Surface Water Management System, or (B) tort liability related to or stemming from the private roads and/or Surface Water Management System. If, in the County's opinion, the Association defaults in any of its obligations set forth in Sections 1 and 2 hereunder, Orange County, at its option and after due notice of its declaration of a default and the stated time to cure, may remove any entry gates and open the private roads to public use; and upon dedication to public use of the rights-of-way, assume responsibility for maintenance, using those Association funds dedicated to private roads maintenance and repair, or if none or an insufficient amount exists, a temporary municipal service taxing unit in an amount necessary to accomplish the task.

Declarant shall require that all sales contracts in which Declarant is involved for the sale of all or any portions of the Property shall expressly disclose the provisions of the foregoing Sections 1, 2 and this 3, and the requirements of Orange County Resolution 96-M-22, which Resolution sets forth the minimum standard conditions of approval for gated communities. The disclosure of these requirements shall be directly, not by reference. Further, this disclosure also shall be included in contracts for resales of all or any portions of the Properties.

ARTICLE XVII

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MISCELLANEOUS

Section 1. Number and Gender. Reference to the singular shall include reference to the plural and to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 2. Severability. The invalidation of any provision or provisions of this Master Declaration shall not affect or modify any one of the other provisions which shall remain in full force and effect.

Section 3. Headings. The paragraph headings are for reference purposes only and shall not in any way affect the meaning, content or interpretation of this Master Declaration.

Section 4. Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses, as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Residential Units. All notices to the Association shall be delivered or sent in care of Declarant to 8933 Apopka-Vineland Road, Orlando, Florida 32836, or to such other address as the Association may from

time to time notify the Owners. All notices to Declarant shall be delivered or sent to 8933 Apopka-Vineland Road, Orlando, Florida 32836, or to such other address as Declarant may from time to time notify the Association. Notices to mortgagees shall be delivered or sent to such addresses as such mortgagees specify in writing to the Association. Notices to any other person or persons entitled to same hereunder shall be delivered or sent to such address or addresses as such person or persons specify, from time to time, in writing to the sender, or, in the absence thereof, to such address or addresses as shall be, in the exercise of reasonable judgment by the sender, reasonably expected to be received by such person or persons.

[SIGNATURE PAGE FOLLOWS]

OR Bk 6094 Pg 2432
Orange Co FL 2000-0405544

ASSOCIATION ACKNOWLEDGMENT

The undersigned officer of Vizcaya Master Homeowners' Association, Inc., on behalf of itself and its existing and future Members, does hereby acknowledge the foregoing Master Declaration of Covenants, Conditions and Restrictions For Vizcaya, consents to all the terms and conditions thereof and agrees to be bound thereby.

VIZCAYA MASTER HOMEOWNERS' ASSOCIATION, INC.,
a Florida corporation not-for-profit

Kristina M Rhoads
Name: KRISTINA M Rhoads

D. Helmerford
Name: D. Helmerford

By: _____
Name: David Kohn
Title: President

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

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The foregoing instrument was acknowledged before me this 13th day of September 2000 by David Kohn, as President of VIZCAYA MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced FL. DRIVERS LICENSE K5011042-0580 as identification.

Kristina M Rhoads
Signature of Notary Public



Kristina M Rhoads
Printed Name of Notary Public
Notary Public, State of _____
Commission Number: _____
Commission Expires: _____

This Document prepared by
and after recording return to:

Michael J. Sullivan, Esq.
Greenberg Traurig, P.A.
111 North Orange Avenue, 20th Floor
Orlando, Florida 32801

OR Bk 6094 Pg 2435
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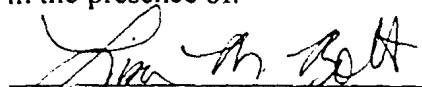
JOINDER AND CONSENT BY MORTGAGEE


KNOW ALL MEN BY THESE PRESENTS:

THAT FIRST UNION NATIONAL BANK, a National Banking Association ("Mortgagee"), having an office at Post Office Box 1000, Commercial Real Estate, FL-2118, Orlando, FL 32802-1000, the owner and holder of that certain Mortgage and Security Agreement dated October 19, 1999, recorded in Official Records Book 5870, Page 731, of the Public Records of Orange County, Florida, ("Mortgage") encumbering the Properties described in the foregoing Master Declaration of Covenants, Conditions and Restrictions for Vizcaya (the "Master Declaration"), by the execution hereof, hereby joins into and consents to the placing of the Master Declaration on the Properties described in Exhibit "A" to the Master Declaration, and further covenants and agrees that the lien of the Mortgage is and shall be subordinate to the Master Declaration as if the Master Declaration had been executed and recorded prior to the execution, delivery or recordation of the Mortgage.

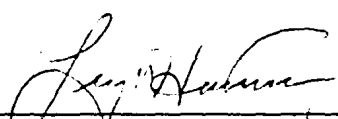
IN WITNESS WHEREOF, the Mortgagee has executed this Joinder and Consent this 13th day of September, 2000.

Signed sealed and delivered
in the presence of:


witness signature
printed name: Lisa M. Bott


witness signature
printed name: Herb Peck

FIRST UNION NATIONAL BANK

By: 
Name: Larry W. Hacker
Title: St. Vice President
Date: 9-13-2000

(Corporate Seal)

STATE OF Florida)
) SS:
COUNTY OF Orange)

OR Bk 6094 Pg 2436
Orange Co FL 2000-0405544

The foregoing instrument was acknowledged before me this 13th day of September, 2000, by Larry W. Hacker, as Sr. Vice President of FIRST UNION NATIONAL BANK, a National Banking Association. He/she is personally known to me or has produced _____ as identification.

Lisa M. Bott
(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of _____
Commission No. _____
My commission expires:

(NOTARY STAMP)



Lisa M. Bott
MY COMMISSION # CC618431 EXPIRES
February 28, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

SCHEDULE OF EXHIBITS:

<u>Exhibit</u>	<u>Document</u>
A	Legal description of the Properties
B	Articles of Incorporation of Association
C	Bylaws of Association
D	Sketch of Conservation Easement Area
E	Preservation Letter of Credit
F	Mitigation Plan
G	Dock Sketch
H	Letter of Credit

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTIES

OR Bk 6094 Pg 2438
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PARCEL A:

DESCRIPTION:

That part of Sections 34 and 35, Township 23 South, Range ~~28 East, Orange~~ County, Florida described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 35 and run S 00°25'21" W along the West line of said Northeast 1/4 for a distance of 666.11 feet to the Northwest corner of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run S 62°33'09" W for a distance of 848.45 feet to the POINT OF BEGINNING; thence run S 00°25'21" W for a distance of 4281.62 feet to a point of the South line of the Southwest 1/4 of said Section 35, said point lying N 89°36'36" W a distance of 750.00 feet from the Southeast corner of said Southwest 1/4; thence run N 89°36'36" W along said South line for a distance of 1897.24 feet to the Southwest corner of said Section 35; thence run N 89°36'36" W for a distance of 1985.43 feet to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of aforesaid Section 34, thence run N 00°09'29" W for a distance of 1994.27 feet to the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34; thence run N 89°52'23" W along the North line of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 34 for a distance of 508.72 feet; thence run N 00°00'00" E for a distance of 1643.37 feet to the Southwest corner of lands described in Official Records Book 4653, Page 672 of the Public Records of Orange County, Florida; thence run N 78°39'03" E along the South line of said lands for a distance of 220.74 feet to a point on the Southerly line of lands described in Official Records Book 4596, Page 2382 of said Public Records, said point also being on a curve concave Northeasterly having a radius of 295.00 feet, a central angle of 39°25'33" and a chord bearing of S 53°33'56" E; thence run Southeasterly along the arc of said curve and said Southerly line for a distance of 202.99 feet to the point of tangency; thence run S 73°16'43" E along said Southerly line for a distance of 270.00 feet to the point of curvature of a curve concave Southwesterly, having a radius of 227.78 feet and a central angle of 47°24'19"; thence run Southeasterly along the arc of said curve and said Southerly line for a distance of 188.46 feet to the point of tangency; thence run S 25°52'24" E along said Southerly line for a distance of 170.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 350.00 feet and a central angle of 76°18'52"; thence run Southeasterly along the arc of said curve and said Southerly line for a distance of 466.18 feet to a point of reverse curvature of a curve concave Southwesterly, having a radius of 950.00 feet and a central angle of 55°43'37"; thence run Southeasterly along the arc of said curve and said Southerly line for a distance of 923.99 feet to a point of non-tangency; thence run N 43°32'21" E along said Southerly line and radial to said curve for a distance of 698.71 feet; thence run N 62°33'09" E for a distance of 2089.82 feet to the POINT OF BEGINNING.

EXHIBIT "A" CONTINUED

Together with those certain Non-Exclusive Access and Utility Easements recorded in Official Records Book 4653, Page 675 and described as follows:

PARCEL B:

A parcel of land, being 70.00 feet wide, lying in Section 34, Township 23 South, Range 28 East, Orange County, Florida being more particularly described as follows:

Beginning at the Southeasterly corner of Tract "A", Granada Villas Phase Two, as recorded in Plat book 14, Pages 111, 112 and 113 of the Public Records of Orange County, Florida, run S00°08'59"W, a distance of 99.46 feet to the point of curvature of a curve concave Easterly, having a radius of 225.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 55°24'50", a distance 217.61 feet to a point; thence S34°44'09"W, along a line projecting from the radius point of said curve, a distance of 70.00 feet to a point on a curve, concave Easterly, having a radius of 295.00 feet; thence from said (radial) line run Northeast'arly along the arc of said curve through a central angle of 55°24'50", a distance of 285.31 feet to the point of tangency; thence N00°08'59"E, a distance of 100.00 feet, to the Southerly line of aforesaid Tract "A" Granada Villas Phase Two; thence S89°24'14"E along said Southerly line, a distance of 70.00 feet to the Point of Beginning.

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PARCEL C:

AND

A Parcel of land, being 100.00 feet wide, lying in Section 34, Township 23 South, Range 28 East, Orange County, Florida being more particularly described as follows:

Beginning at the Southeasterly corner of Lot 111, GRANADA VILLAS PHASE FOUR, as recorded in Plat Book 19, Page 111, of the Public Records of Orange County, Florida, run the following three courses and distances along the Easterly boundary of said Granada Villas Phase Four, N00°35'46"E, a distance of 80.00 feet to the point of curvature of a curve concave Easterly, having a radius of 439.78 feet; thence run Northerly along the arc of said curve through a central angle of 16°43'39", a distance of 128.39 feet to a point; thence S72°40'35"E along a radial bearing, a distance of 100.00 feet to a point on a curve, concave Easterly and having a radius of 339.78 feet; thence departing said Easterly boundary of Granada Villas Phase Four, run Southerly along the arc of said curve, from said radial bearing, through a central angle of 16°43'39", a distance of 99.20 feet to the point of tangency, said curve being concentric with and 100.00 feet Easterly of the Easterly boundary lines of lots 110 and 111 of the aforesaid Granada Villas Phase Four; thence S00°35'46"W, a distance of 279.02 feet to the point of curvature of a curve concave Easterly, having a radius of 950.00 feet; thence run Southerly along the arc of said curve through a central angle of 18°44'07", a distance of 310.64 feet to a point of reverse curvature of a curve concave Westerly, having a radius of 334.70 feet and a central angle of 7°25'05"; thence run Southerly along the arc of said curve, a distance of 43.33 feet to the point of tangency; thence S10°43'15"E, a distance of 785.29 feet; thence S43°32'21"W, a distance of 61.60 feet to a point on a curve concave Southwesterly, having a radius of 950.00 feet and a central angle of 4°52'48"; thence from a line toward the radius point of said curve, having a bearing of S43°32'21"W, run Northwesterly along the arc of said curve, a distance

EXHIBIT "A" CONTINUED

PARCEL C continued:

of 80.91 feet to a point; thence N10°43'15"W, a distance of 757.69 feet to the point of curvature of a curve concave Westerly, having a radius of 234.70 feet; thence run Northerly along the arc of said curve through a central angle of 7°25'05", a distance 30.39 feet to a point of reverse curvature of a curve concave Easterly, having a radius of 1050.00 feet and a central angle of 18°44'07"; thence run Northerly along the arc of said curve, a distance of 343.34 feet to the point of tangency; thence N00°35'46"E, a distance of 199.02 feet to the point of beginning.

OR Bk 6094 Pg 2441
Orange Co FL 2000-0405544

PARCEL D:

Also Together with that certain Sign Easement and Reservation Agreement filed in Official Records Book 4929, Page 1754 and Assigned by Official Records Book 5332, Page 426, Public Records of Orange County, Florida.

EXHIBIT "B"

**ARTICLES OF INCORPORATION
OF
VIZCAYA MASTER HOMEOWNERS' ASSOCIATION, INC.**

GR Bk 6094 Pg 2442
Orange Co FL 2000-0405544

(H00000013844 6)

**ARTICLES OF INCORPORATION
OF
VIZCAYA MASTER HOMEOWNERS' ASSOCIATION, INC.**

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE I

OR Bk 6094 Pg 2443
Orange Co FL 2000-0405544

NAME OF CORPORATION

The name of the corporation is VIZCAYA MASTER HOMEOWNERS' ASSOCIATION, INC. (hereinafter called the "Association").

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TALLAHASSEE, FLORIDA
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ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal place of business and the mailing address of the Association is located at 8000 The Esplanade, Orlando, Florida 32836.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is 8000 The Esplanade, Orlando, Florida 32836, and the name of the initial registered agent at that address is David Kohn.

ARTICLE IV

DEFINITIONS

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Master Declaration of Covenants, Conditions and Restrictions for Vizcaya recorded or to be recorded in the Public Records of Orange County, Florida, as it may from time to time be amended or supplemented (hereinafter called the "Master Declaration").

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ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Master Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Master Declaration, these Articles or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, operation and improvement of the Properties and Areas of Common Responsibility, including, without limitation, the following:

1. to acquire (by gift, purchase or otherwise), own, hold, improve, building upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association. Without limiting the foregoing, the Association may own, improve, build, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of the Common Property and Areas of Common Responsibility, including, but not limited to, Recreational Amenities, Surface Water Management System, parking areas, buildings, structures and personal property incident thereto, subject to the terms, conditions and restrictions set forth in the Master Declaration;
2. to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Master Declaration; to 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 against the property of the Association;
3. to establish rules and regulations as to the use and enjoyment of the Properties;
4. to borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the terms, conditions and restrictions set forth in the Master Declaration;

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5. to participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes or annex additional property and Common Property;
6. to enforce any and all covenants and agreements pursuant to the Master Declaration; and
7. to pay taxes and insurance, if any, on the Common Property within the ownership or control of the Association.

The Association shall exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration as the same may from time to time be amended under the terms hereof. The Association shall further have and exercise any and all powers, rights and privileges which a corporation organized under the Florida Not-For-Profit Corporation Act by law may now or hereafter have or exercise.

ARTICLE VI

MEMBERSHIP

Section 1. Members. Every person or entity who is a record Owner of a fee interest in any Residential Unit in the Properties shall be a Member of the Association. Declarant shall also be a Member for so long as Declarant owns any portion of the Properties. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. The Association membership of each Owner (other than Declarant) shall be appurtenant to and may not be separated from the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

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

(a) Class "A". Class "A" Members shall be all Owners of Residential Units, with the exception of Declarant for so long as Declarant shall be a Class "B" Member. Class "A" Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership.

(b) Class "B". The Class "B" Member(s) shall be Declarant and each successor of Declarant who takes title to any unimproved tract for the purpose of development and sale of Residential Units and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of the Master Declaration, the Class "B" Members shall be entitled to one (1)

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vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class "A" Members.

(c) Termination of Class "B" Membership. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) One (1) year after the last Lot within the Properties has been sold and conveyed by the Declarant; or

(ii) Twenty (20) years from the date of recording the Master Declaration; or

(iii) When, in its sole and absolute discretion, Declarant so determines.

From and after the happening of any one of these events, Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status.

Section 3. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Residential Unit, it shall thereafter be conclusively presumed for all purposes that Owner or Owners were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Residential Unit, none of said votes shall be counted and said votes shall be deemed void.

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ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed and administered by a Board of Directors consisting of three (3), five (5), seven (7), or nine (9) members. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board as provided for in the Bylaws; provided that there shall always be an odd number of directorships created. So long as there exists a Class "B" membership, Declarant shall be entitled to elect all members of the Board of Directors of the Association. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors are:

NAME

ADDRESS

David Kohn

8000 The Esplanade
Orlando, Florida 32836

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Judy Schult

8000 The Esplanade
Orlando, Florida 32836

Alene S. Raskin

8000 The Esplanade
Orlando, Florida 32836

Any other provision of this Article VII to the contrary notwithstanding, the Class "A" members shall be entitled to elect at least a majority of the members of the Board of Directors of the Association upon the earlier to occur of the following: (a) three (3) months after Declarant has conveyed to Class "A" Members ninety percent (90%) of the Residential Units in all phases to be operated by the Association in the Properties; or (b) Declarant's written determination, in its sole and absolute discretion, to effect an earlier transfer of such majority control Board of Directors of the Association. Thereafter, Declarant shall be entitled to elect at least one (1) member of the Board of Directors so long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Residential Units in all phases to be operated by the Association. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors. Interim vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint Directors and thereafter by the majority of the remaining Directors, and any such appointed Director shall serve for the remaining term of his predecessor. After Declarant relinquishes its right to appoint the Board of Directors, the Members shall, at the annual meeting of the Members, elect the directors by majority vote, for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

ARTICLE VIII

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OFFICERS

The day-to-day affairs of the Association shall be administered, subject to the direction and authority of the Board of Directors, by the officers of the Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The officers shall be appointed by the Board of Directors and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

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<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	David Kohn	8000 The Esplanade Orlando, Florida 32836
Vice President	Judy Schult	8000 The Esplanade Orlando, Florida 32836
Secretary/ Treasurer	Alene S. Ruskin	8000 The Esplanade Orlando, Florida 32836

ARTICLE IX

DURATION

The Association shall commence corporate existence on the date of filing of these Articles with the Florida Secretary of State and shall exist perpetually unless sooner dissolved according to law.

ARTICLE X

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AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

Section 1. Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided by law. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Section 2. Adoption. Amendments shall be proposed and adopted in the manner provided by law.

Section 3. Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, Declarant may amend these Articles consistent with the provisions of the Master Declaration allowing certain amendments to be effected by Declarant alone.

Section 4. Filing. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law.

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Section 5. Limitations. No amendment shall be made that is in conflict with the Master Declaration.

ARTICLE XI

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BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

Section 2. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Section 1 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that

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indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Members of the Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, committee members, employees or agents may be entitled under the Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his capacities as described in Section 1, whether or not the Association would have the power to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

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ARTICLE XIII

INCONSISTENCY

In the event of any inconsistency between the terms and provisions contained in the Master Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Master Declaration shall prevail.

ARTICLE XIV

REQUIRED APPROVALS

Notwithstanding anything in these Articles to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of additional property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any amendment of the Master Declaration, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Properties, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained. In addition, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XV

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INCORPORATOR

The name and street address of the sole incorporator to these Articles of Incorporation is as follows:

David Kohn
8000 The Esplanade
Orlando, Florida 32836

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 28 day of MAR, 2000.

[Signature]
DAVID KOHN

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Articles of Incorporation were acknowledged before me this 28th day of March, 2000, by DAVID KOHN who is personally known to me.

[Signature]
NOTARY PUBLIC

Print Name: Julie L. Fisher

My Commission Expires:



JULIE L. FISHER
My Commission CC560008
Expires Jul. 18, 2000

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**CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS**

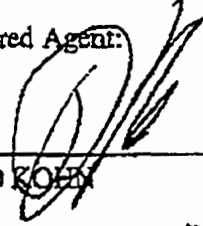
Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

VIZCAYA MASTER HOMEOWNERS' ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 8000 The Esplanade, Orlando, Florida 32836, has named DAVID KOHN, located at the above-registered office, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Acts relative to keeping open said office.

Registered Agent:



DAVID KOHN

Dated: 3-28, 2000.

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TALLAHASSEE, FLORIDA

EXHIBIT "C"

**BYLAWS
OF
VIZCAYA MASTER HOMEOWNERS' ASSOCIATION, INC.**

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**BY-LAWS
OF
VIZCAYA MASTER HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I

IDENTITY AND LOCATION

These are the By-Laws of VIZCAYA MASTER HOMEOWNERS' ASSOCIATION, INC., herein called the "Association", a corporation not-for-profit organized and existing under Chapter 617, Florida Statutes, for the purpose of administering the Properties, as defined in and in accordance with the terms and conditions of that certain Master Declaration of Covenants, Conditions and Restrictions for Vizcaya (the "Master Declaration"). The principal office of the Association shall be located at 8000 The Esplanade, Orlando, Florida 32836, but meetings of the Board of Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

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GENERAL

Section 1. Incorporation of Master Declaration. As supplemented herein, the regulation of the business and affairs of the Association shall be governed by certain provisions of the Master Declaration, as amended from time to time, which are incorporated herein by reference as if set forth verbatim.

Section 2. Fiscal Year. The fiscal year of the Association shall be the calendar year or such other period as shall subsequently be determined by the Board of Directors.

Section 3. Seal. The seal of the Association shall bear the name of the Association, the word "Florida", and the year of incorporation.

Section 4. Definitions. The definitions set out in the Master Declaration are incorporated herein by reference.

ARTICLE III

ASSOCIATION PURPOSES AND POWERS

Section 1. Association's Purposes. The Association has been organized for the purposes set forth in the Master Declaration and Articles, including, without limitation, the following:

- (a) to own, operate and maintain the Common Property and to operate and maintain Areas of Common Responsibility, including but not limited to the Master Surface Water Management System, and any personal property owned by the Association;

- (b) to clean, clear, trim, remove weeds, limbs, and debris from, and to provide general grounds maintenance for both the Common Property and the Areas of Common Responsibility;
- (c) to fix assessments to be levied against the Lots in the Properties;
- (d) to enforce any and all covenants and agreements contained in the Master Declaration; and
- (e) to pay taxes and insurance, if any, on the Common Property.

Section 2. Records of the Association. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Property or Areas of Common Responsibility;
- (b) A copy of these By-Laws and of each amendment thereto;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Master Declaration and each amendment and/or supplement thereto;
- (e) A copy of the current rules and regulations of the Association;
- (f) The minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members which minutes shall be retained for seven (7) years;
- (g) A current roster of all Members and their mailing addresses and parcel identifications;
- (h) All of the Association's insurance policies or copies thereof which shall be retained for seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility; and
- (j) A copy of all bids received by the Association for work to be performed which shall be retained for one (1) year;
- (k) The financial and accounting records of the Association, kept according to good accounting practices, which financial and accounting records shall be maintained for a period of at least seven (7) years. The financial and accounting records shall

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include: (1) accurate, itemized, and detailed records of all receipts and expenditures, (2) a current account and a periodic statement of the account for each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the dates and amount of each payment on the account, and the balance due, (3) all tax returns, financial statements, and financial reports of the Association, and (4) any other records that identify, measure, record, or communicate financial information.

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ARTICLE IV

BOARD OF DIRECTORS

Section 1. Board of Directors; Selection; Terms of Office. The affairs of the Association shall be managed by a Board of Directors consisting of three (3), five (5), seven (7), or nine (9) members. The initial Board of Directors shall consist of three (3) Directors who shall be selected by the Declarant. The Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association pursuant to Article III of the Master Declaration so long as Declarant shall own more than ten percent (10%) of the Residential Units in the Properties. Thereafter, the members of the Board shall be determined as set forth in Article III of the Master Declaration.

Section 2. Vacancies in the Board of Directors. Vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint Directors and thereafter by the majority of the remaining Directors, or by a sole remaining Director, and any such appointed Director shall serve for the remaining term of his predecessor.

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) to call special meetings of the Board;
- (b) subject to Article VII herein, to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Officer or Director of the Association in any capacity whatsoever;
- (c) to establish, levy and assess, and collect assessments or charges in accordance with the Master Declaration;

- (d) to adopt and publish rules and regulations governing the use of the Common Property and Areas of Common Responsibility;
- (e) to exercise for the Association all powers, duties and authority vested in or delegated to the Association;
- (f) to fill vacancies on the Board of Directors pursuant to Article IV above;
- (g) to appoint an Executive Committee of three (3) Directors and delegate all or any portion of the powers of the Board of Directors to this Executive Committee, subject to the limitations on the authority of the Executive Committee imposed by law; and
- (h) to take such other action as provided in the Master Declaration.

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

- (a) to cause to be kept a complete record of all its acts and corporate affairs;
- (b) to supervise all officers, agents and employees of the Association and to see that their duties are properly performed;
- (c) to prepare the annual budget in accordance with the Master Declaration;
- (d) to fix the amount of assessments in accordance with the Master Declaration;
- (e) to prepare a roster of the Owners and Lots and the assessments applicable thereto, which roster shall be kept in the office of the Association; and
- (f) to send written notice of each assessment to each Owner as provided in the Master Declaration.

Section 3. Resignation. A Director of the Association may resign at any time by giving a written notice to the Board of Directors of the Association. The resignation of any Director shall take effect upon delivery of the notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. So long as Declarant shall own more than ten percent (10%) of the Lots in the Properties, any Director may only be removed, with or without cause, by the Declarant. Thereafter, except as otherwise provided in the Master Declaration, any Director may be removed, with or without cause, by a two-thirds (2/3) vote of the members of the Board.

Section 5. Directors' Fees. There shall be no Directors' fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

ARTICLE VI

DIRECTORS' MEETINGS

Section 1. Directors' Annual Meeting. The annual meeting of the Board of Directors shall be held at the discretion of the Board of Directors with ample notice given to each member.

Section 2. Notice. Not less than ten (10) days' written notice of such annual meeting shall be given to each Director.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days' notice to each Director.

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Section 4. Waiver of Notice. A Director may waive notice of a meeting of the Directors before or after the date and time stated in the notice. Except as otherwise provided in this Section 4, the waiver must be in writing, signed by the Director entitled to the notice and filed with the minutes or corporate records. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting, except where the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting. If a meeting otherwise valid of the Board of Directors is held without notice where such is required, any action taken at such meeting shall be deemed ratified by a Director who did not attend, unless after learning of the action taken and of the impropriety of the meeting, he makes prompt objection thereto. Objection by a Director shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

Section 5. Action Upon Written Consent Without a Meeting. Action of the Board of Directors may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board of Directors.

Section 6. Board Quorum. The Majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE VII

OFFICERS

Section 1. Association Officers. The Officers shall be a President, a Vice-President, a Secretary and a Treasurer. The officers may be, but shall not be required to be, members of the Board of Directors.

Section 2. Election of Officers. Declarant shall have the sole right to appoint and remove any officer of the Association so long as Declarant shall own more than ten percent

(10%) of the total number of Lots in the Properties. Thereafter, all officers shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. Vice President. The Vice President shall perform all the duties in the absence of the President.

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Orange Co FL 2000-0405544

Section 6. Secretary. The Secretary shall be the *ex officio* Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for such purpose. The Secretary shall sign all certificates of membership and shall keep the records of the Association.

Section 7. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business. The Treasurer shall sign all checks and notes of the Association, provided that such notes and checks shall also be signed by the President or Vice President.

ARTICLE VIII

LIABILITY AND INDEMNIFICATION

Section 1. Liability of Board Member. No Board Member or Officer of the Association shall be liable to any Owner for any decision, action or omission made or performed by such Board Member or Officer in the course of his duties unless such Board Member or Officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Master Declaration or these By-Laws.

Section 2. Indemnification. To the fullest extent allowed by Section 617.0831, Florida Statutes, as same may be amended, and subject to any limitations set forth in the Master Declaration or Articles, the Association shall indemnify the Directors, Officers, employees, agents and other persons specifically designated from time to time by the Board of Directors whom it may indemnify pursuant to law. In this connection, the Association is authorized to take out such insurance as it may deem necessary or desirable consistent with such indemnification.

ARTICLE IX

INSURANCE

The Board of Directors or its duly authorized agent shall obtain hazard insurance for improvements to the Common Property and Areas of Common Responsibility and a broad form public liability policy covering all Common Property and Areas of Common Responsibility and all damage or injury caused by negligence of the Association or any of its agents as more fully described in the Master Declaration.

ARTICLE X

AMENDMENTS

OR Bk 6094 Pg 2461
Orange Co FL 2000-0405544

These By-Laws may be amended or repealed and new By-Laws adopted by the Directors so long as Declarant has the authority to appoint the Directors and thereafter by a majority vote of the Board of Directors present, in person or by proxy, and entitled to vote at a regular or special meeting of the Board; provided that any matter which is in fact governed by the Master Declaration may not be amended except as provided in the Master Declaration.

ARTICLE XI

GENERAL

Section 1. Conflicts. It is intended that the provisions of the Master Declaration which apply to the governance of the Association, as supplemented by the provisions in these By-Laws which are not contained in the Master Declaration, shall operate as the By-Laws of the Association. In the case of any conflict between such provisions set forth in the Master Declaration and these By-Laws, the Master Declaration shall control.

Section 2. Waiver. No provision of these By-Laws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 3. Severability. The provisions of these By-Laws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 4. Captions. Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision.

Section 5. Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.

Section 6. Roberts Rules. All meetings of the membership of the Board of Directors shall be conducted in accordance with *Roberts Rules of Order Revised*.

APPROVED:

_____, 2000

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OR Bk 6094 Pg 2462
Orange Co FL 2000-0405544

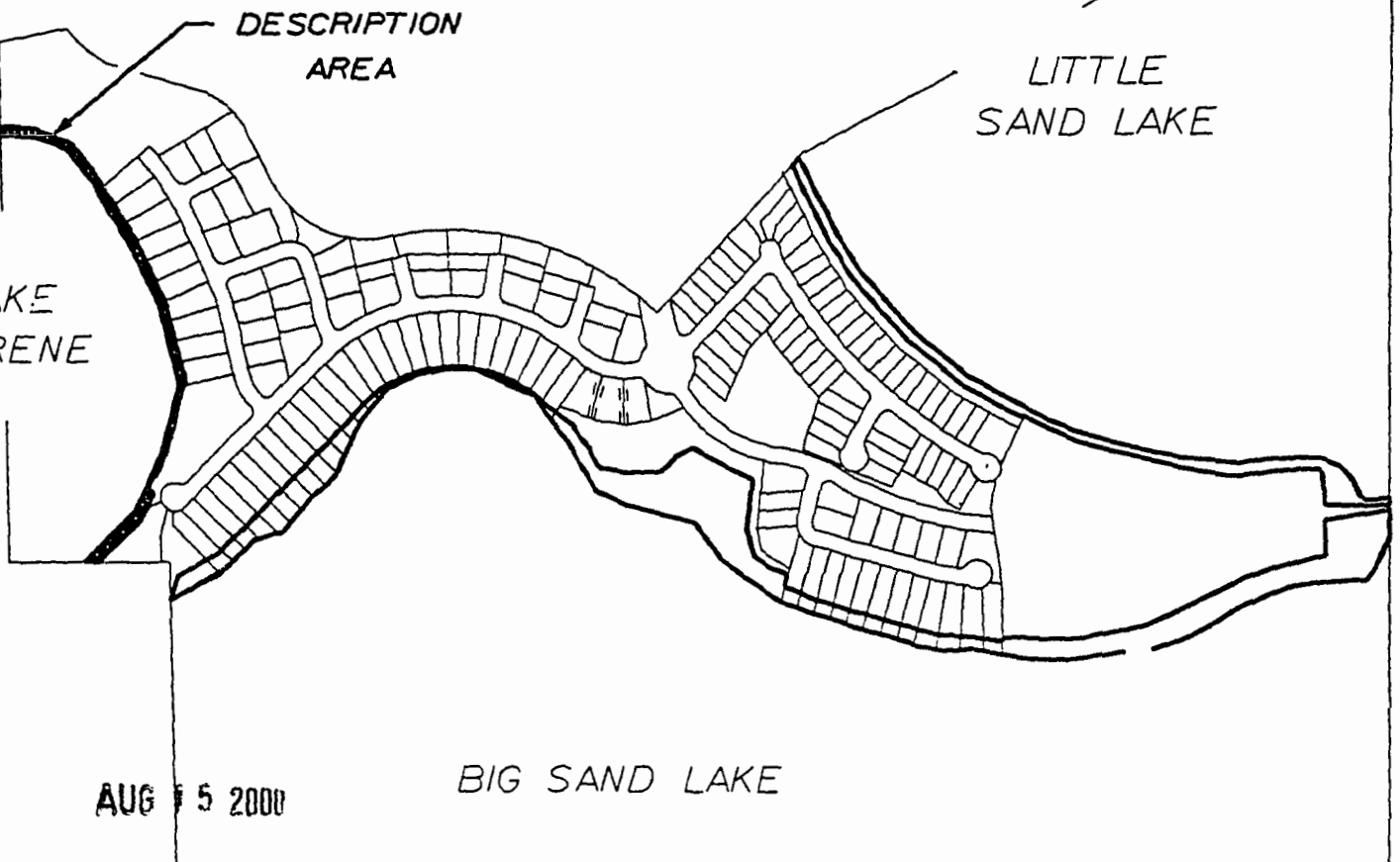
EXHIBIT "D"

SKETCH OF CONSERVATION EASEMENT AREA

OR Bk 6094 Pg 2463
Orange Co FL 2000-0405544

CONSERVATION EASEMENTS FOR VIZCAYA

OR Bk 6094 Pg 2464
Orange Co FL 2000-0405544



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 61G17-6 F.A.C.

Sandra V. Bailey
SANDRA V. BAILEY FLS.
LICENSE NUMBER LS.4972

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATE OF AUTHORIZATION NO. LB 1221

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FLORIDA

CONSERVATION
EASEMENT

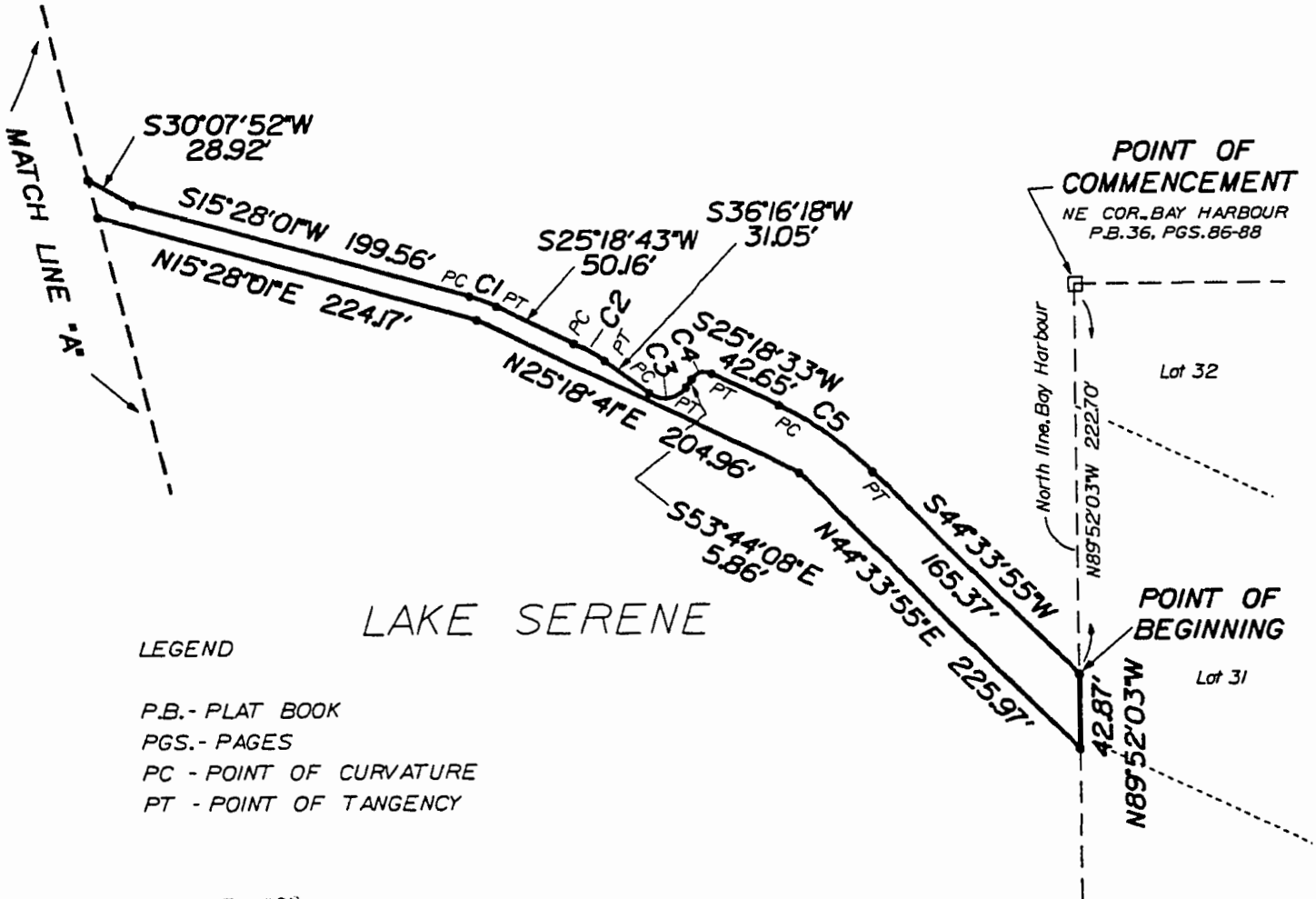
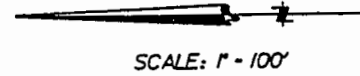
VIZCAYA

SHEET 2 OF 5

SEE SHEETS 4 OF 5 AND 5 OF 5 FOR LEGAL DESCRIPTION

DR Bk 6094 Pg 2465
Orange Co FL 2000-0405544

CURVE	RADIUS	ARC LENGTH	DELTA
1	95.00'	16.32'	9°50'42"
2	100.00'	19.13'	10°57'35"
3	15.00'	23.56'	90°00'26"
4	10.00'	13.80'	79°02'41"
5	200.00'	67.22'	19°15'22"



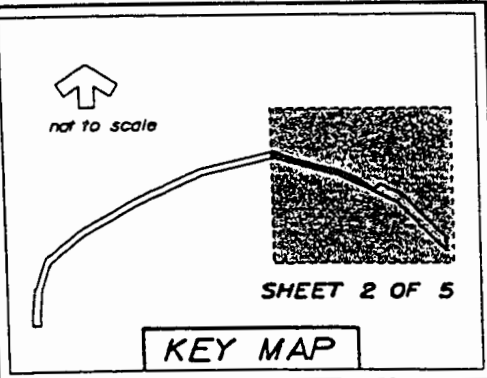
LEGEND

- P.B. - PLAT BOOK
- PGS. - PAGES
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY

AUG 15 2000

BEARING STRUCTURE BASED ON THE NORTH LINE OF RECORDED PLAT
BAY HARBOUR, P.B. 36, PGS. 86-88, AS N89°52'03"W.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.



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VIZCAYA

2/25/00 PT

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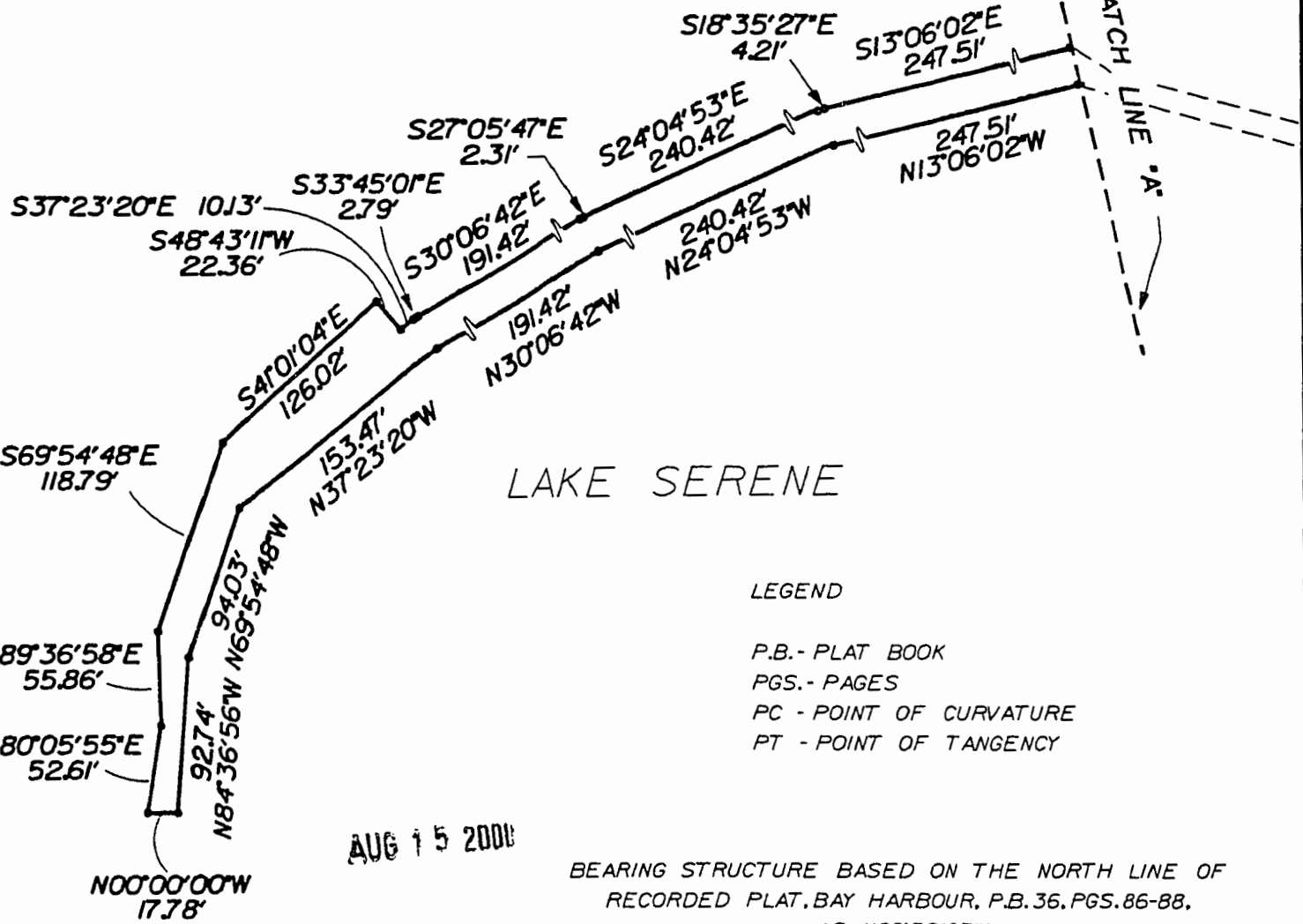
SHEET 3 OF 5

SEE SHEETS 4 OF 5 AND 5 OF 5 FOR LEGAL DESCRIPTION

OR Bk 6094 Pg 2466
Orange Co. FL 2000-0405544

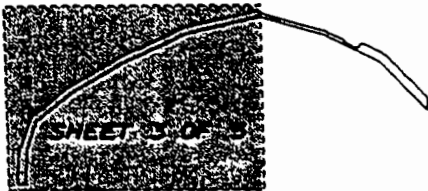


SCALE: 1" = 100'



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

KEY MAP



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VIZCAYA

2/25/00 PT
REV. 08/10/00 NAC

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Sandy Bailey

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VIZCAYA
(Lake Serene)

CONSERVATION EASEMENT

COMMENCING AT THE NORTHEAST CORNER OF BAY HARBOUR, AS RECORDED IN PLAT BOOK 36, PAGES 86-88, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN N89°52'03"W, ALONG THE NORTH LINE OF SAID BAY HARBOUR, A DISTANCE OF 222.70 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N89°52'03"W, ALONG SAID NORTH LINE, A DISTANCE OF 42.87 FEET; THENCE DEPARTING SAID NORTH LINE, N44°33'55"E, A DISTANCE OF 225.97 FEET; THENCE N25°18'41"E, A DISTANCE OF 204.96 FEET; THENCE N15°28'01"E, A DISTANCE OF 224.17 FEET; THENCE N13°06'02"W, A DISTANCE OF 247.51 FEET; THENCE N24°04'53"W, A DISTANCE OF 240.42 FEET; THENCE N30°06'42"W, A DISTANCE OF 191.42 FEET; THENCE N37°23'20"W, A DISTANCE OF 153.47 FEET; THENCE N69°54'48"W, A DISTANCE OF 94.03 FEET; THENCE N84°36'56"W, A DISTANCE OF 92.74 FEET; THENCE N00°00'00"W, A DISTANCE OF 17.78 FEET; THENCE S80°05'55"E, A DISTANCE OF 52.61 FEET; THENCE N89°36'58"E, A DISTANCE OF 55.86 FEET; THENCE S69°54'48"E, A DISTANCE OF 118.79 FEET; THENCE S41°01'04"E, A DISTANCE OF 126.02 FEET; THENCE S48°43'11"W, A DISTANCE OF 22.36 FEET; THENCE S37°23'20"E, A DISTANCE OF 10.13 FEET; THENCE S33°45'01"E, A DISTANCE OF 2.79 FEET; THENCE S30°06'42"E, A DISTANCE OF 191.42 FEET; THENCE S27°05'47"E, A DISTANCE OF 2.31 FEET; THENCE S24°04'53"E, A DISTANCE OF 240.42 FEET; THENCE S18°35'27"E, A DISTANCE OF 4.21 FEET; THENCE S13°06'02"E, A DISTANCE OF 247.51 FEET; THENCE S30°07'52"W, A DISTANCE OF 28.92 FEET; THENCE S15°28'01"W, A DISTANCE OF 199.56 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 09°50'42" AND A RADIUS OF 95.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 16.32 FEET TO THE POINT OF TANGENCY; THENCE S25°18'43"W, A DISTANCE OF 50.16 FEET TO

CONTINUED ON SHEET 5

AUG 15 2000

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SHEET 4 OF 5



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VIZCAYA

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Sandy Bailey

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Sandy Bailey

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CONTINUED FROM SHEET 4

OR Bk 6094 Pg 2468
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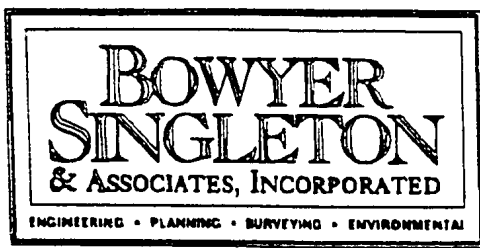
THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY HAVING A CENTRAL ANGLE OF 10°57'35" AND A RADIUS OF 100.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 19.13 FEET TO THE POINT OF TANGENCY; THENCE S36°16'18"W, A DISTANCE OF 31.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 90°00'26" AND A RADIUS OF 15.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.56 FEET TO THE POINT OF TANGENCY; THENCE S53°44'08"E, A DISTANCE OF 5.86 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY HAVING A CENTRAL ANGLE OF 79°02'41" AND A RADIUS OF 10.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 13.80 FEET TO THE POINT OF TANGENCY; THENCE S25°18'33"W, A DISTANCE OF 42.65 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 19°15'22" AND A RADIUS OF 200.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 67.22 FEET TO THE POINT OF TANGENCY; THENCE S44°33'55"W, A DISTANCE OF 165.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.851 ACRES, MORE OR LESS.

AUG 15 2000

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SHEET 5 OF 5



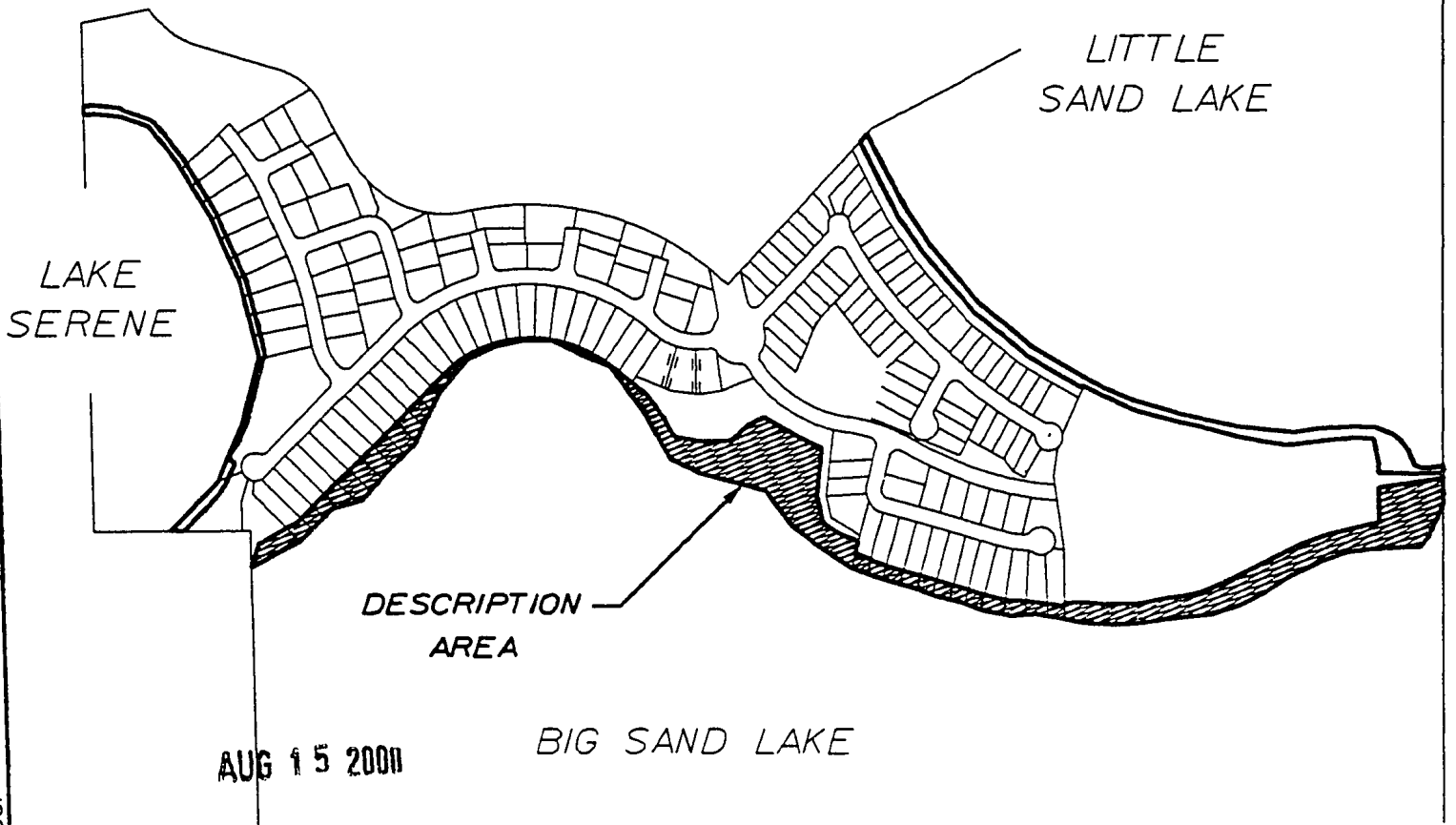
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ORANGE COUNTY FLORIDA
CONSERVATION EASEMENT
VIZCAYA

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REV.08/10/00 NAC

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SERENESMT.DOC

CONSERVATION EASEMENTS FOR VIZCAYA



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 61G17-6 F.A.C.

SANDRA V. BAILEY P.L.S.
LICENSE NUMBER LS.4972

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATE OF AUTHORIZATION NO. LB 1221

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2/26/00

REV. 3/10/00 SLH

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SHEET 2 OF 9

SEE SHEETS 7 OF 9, 8 OF 9 AND 9 OF 9
FOR LEGAL DESCRIPTION

OR Bk 6094 Pg 2470
Orange Co FL 2000-0405544



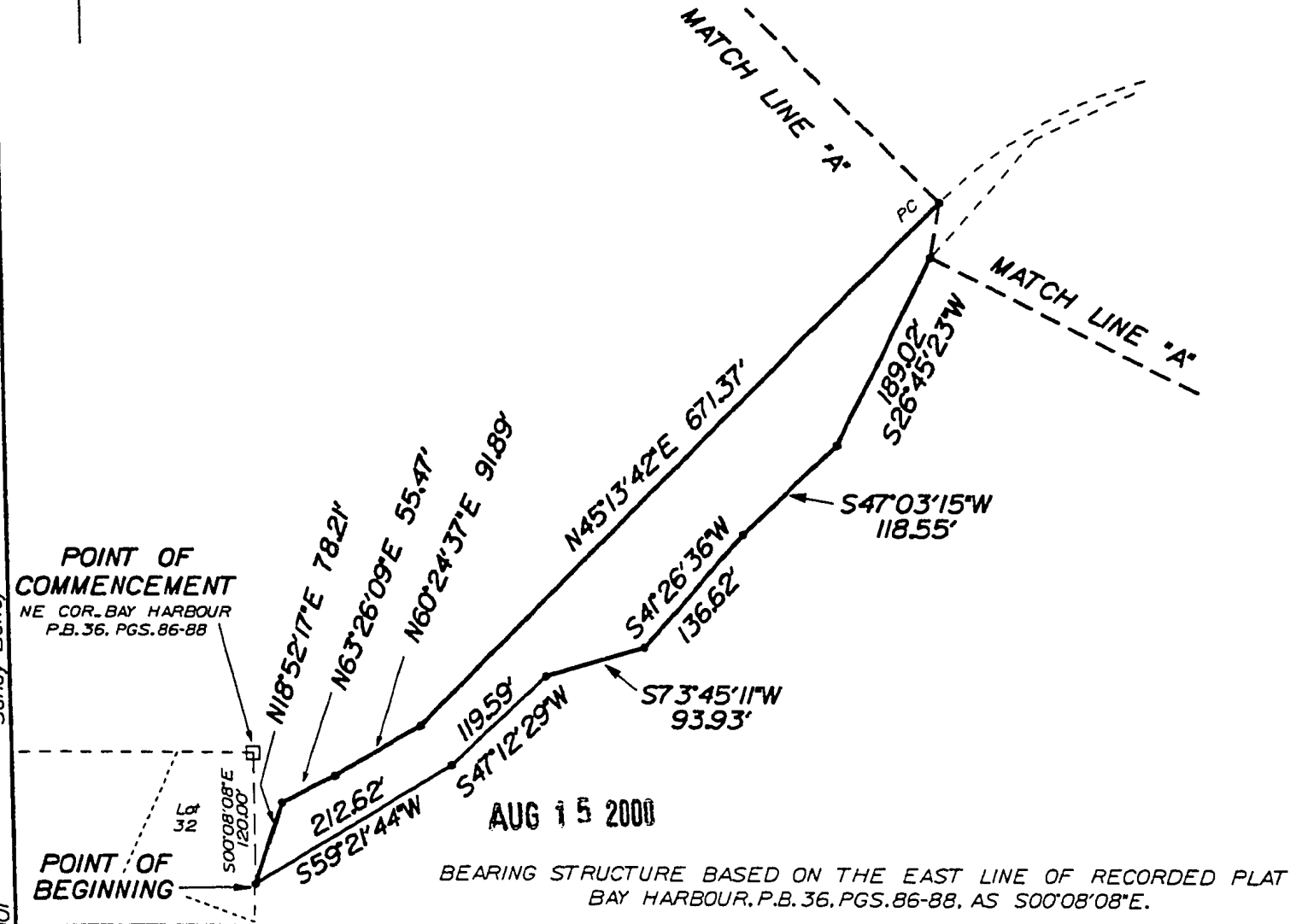
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- PGS. - PAGES
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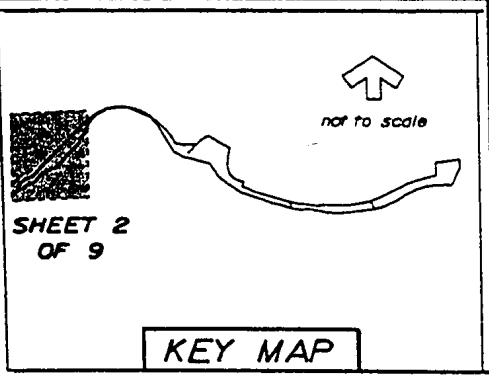
Sandy Bailey

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BEARING STRUCTURE BASED ON THE EAST LINE OF RECORDED PLAT BAY HARBOUR, P.B. 36, PGS. 86-88, AS S00°08'08"E.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.



SHEET 2 OF 9

KEY MAP

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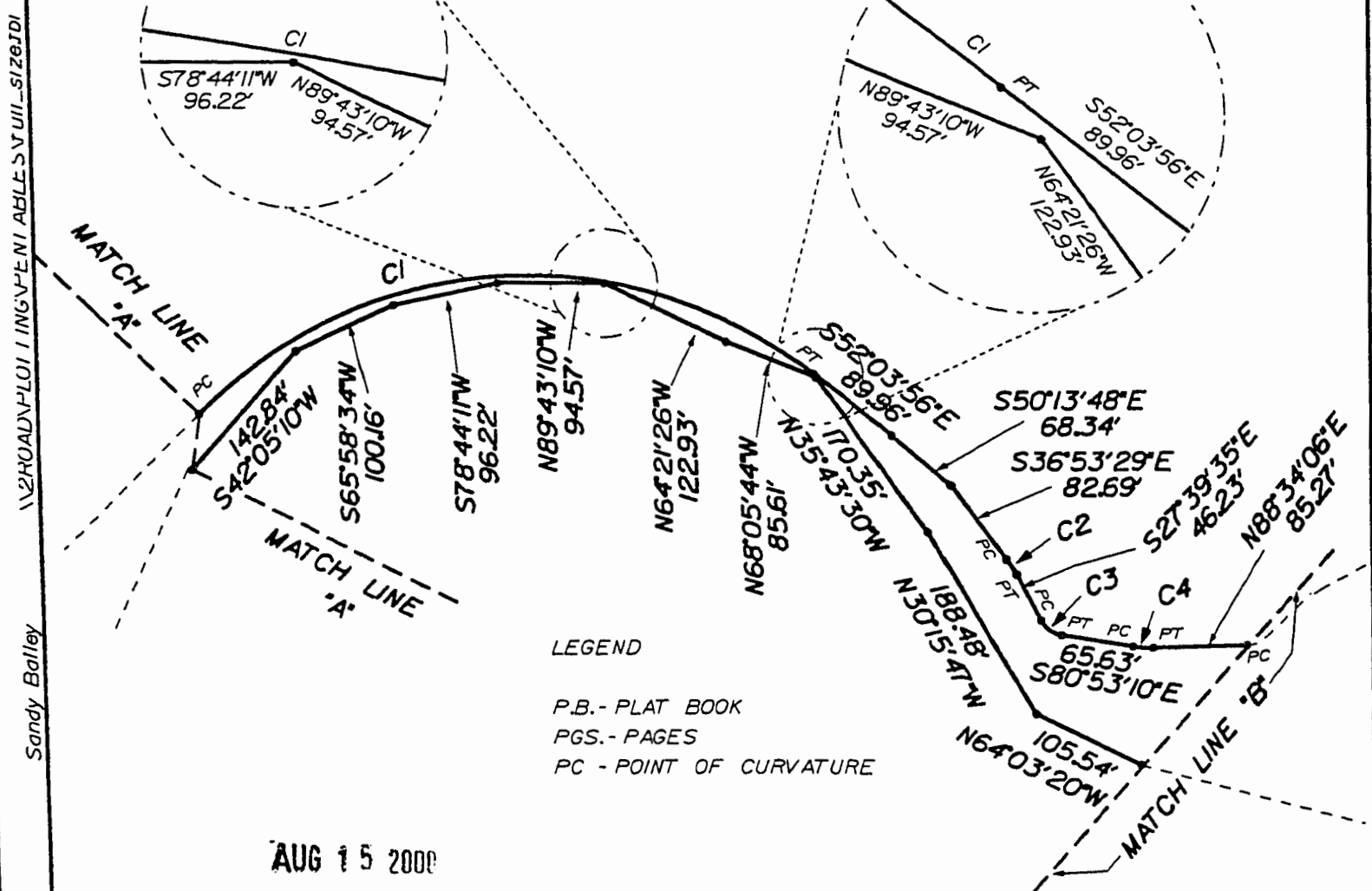
SHEET 3 OF 9

SEE SHEETS 7 OF 9, 8 OF 9 AND 9 OF 9
FOR LEGAL DESCRIPTION

OR Bk 6094 Pg 2471
Orange Co FL 2000-0405544

SCALE: 1" = 150'

CURVE	RADIUS	ARC	DELTA
1	420.85'	607.49'	82°42'21"
2	100.00'	16.11'	9°13'55"
3	25.00'	23.22'	53°13'35"
4	100.00'	18.41'	10°32'44"



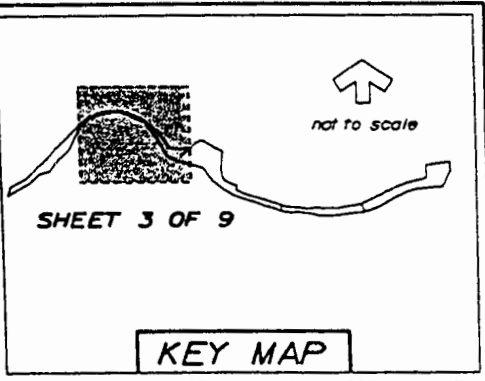
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- P.B. - PLAT BOOK
- PGS. - PAGES
- PC - POINT OF CURVATURE

AUG 15 2000

BEARING STRUCTURE BASED ON THE EAST LINE OF RECORDED PLAT
BAY HARBOUR, P.B. 36, PGS. 86-88, AS S00°08'08"E.

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SHEET 4 OF 9

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FOR LEGAL DESCRIPTION

OR Bk 6094 Pg 2472
Orange Co FL 2000-0405544

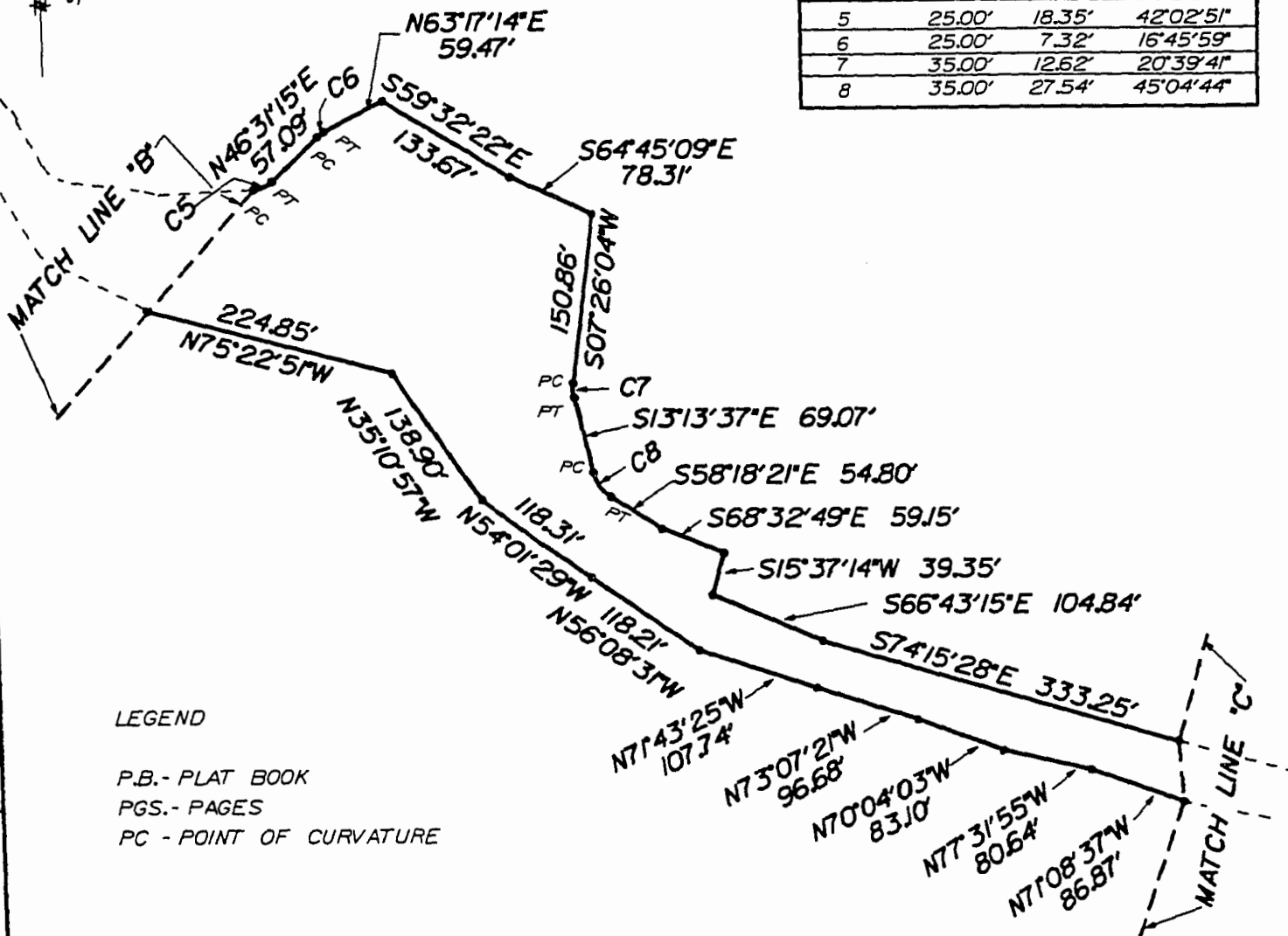
SCALE: 1" = 150'

CURVE	RADIUS	ARC	DELTA
5	25.00'	18.35'	42°02'51"
6	25.00'	7.32'	16°45'59"
7	35.00'	12.62'	20°39'41"
8	35.00'	27.54'	45°04'44"

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Sandy Bailey

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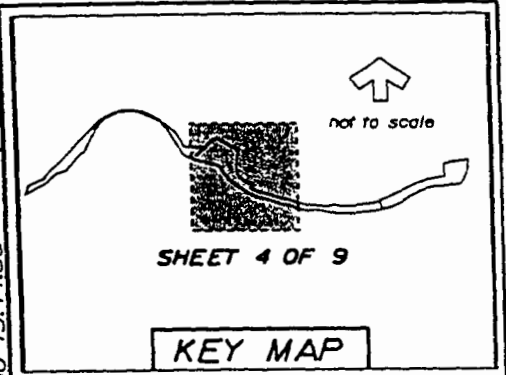
LEGEND

- P.B. - PLAT BOOK
- PGS. - PAGES
- PC - POINT OF CURVATURE

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BEARING STRUCTURE BASED ON THE EAST LINE OF RECORDED PLAT
BAY HARBOUR, P.B. 36, PGS. 86-88, AS S00°08'08\"/>

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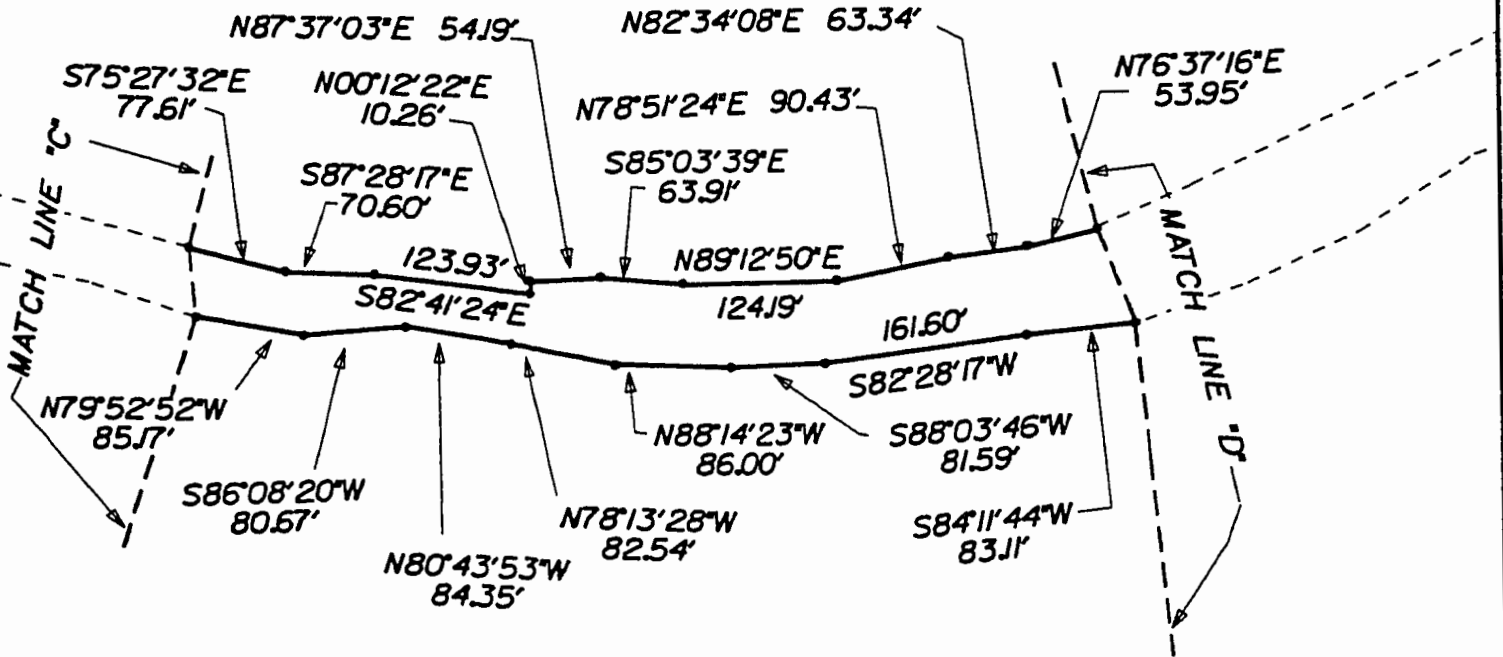
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SHEET 5 OF 9

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FOR LEGAL DESCRIPTION

OR Bk 6094 Pg 2473
Orange Co FL 2000-0405544

SCALE: 1" = 150'



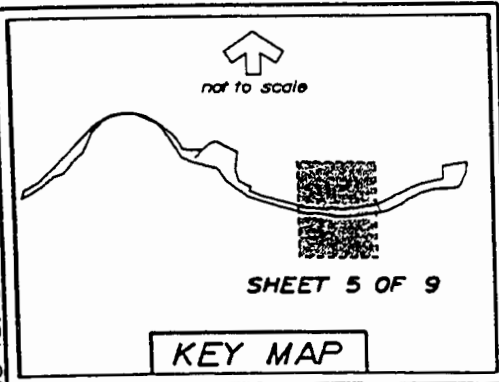
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- P.B. - PLAT BOOK
- PGS. - PAGES
- PC - POINT OF CURVATURE

AUG 15 2000

BEARING STRUCTURE BASED ON THE EAST LINE OF RECORDED PLAT
BAY HARBOUR, P.B. 36, PGS. 86-88, AS S00°08'08\"/>

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.



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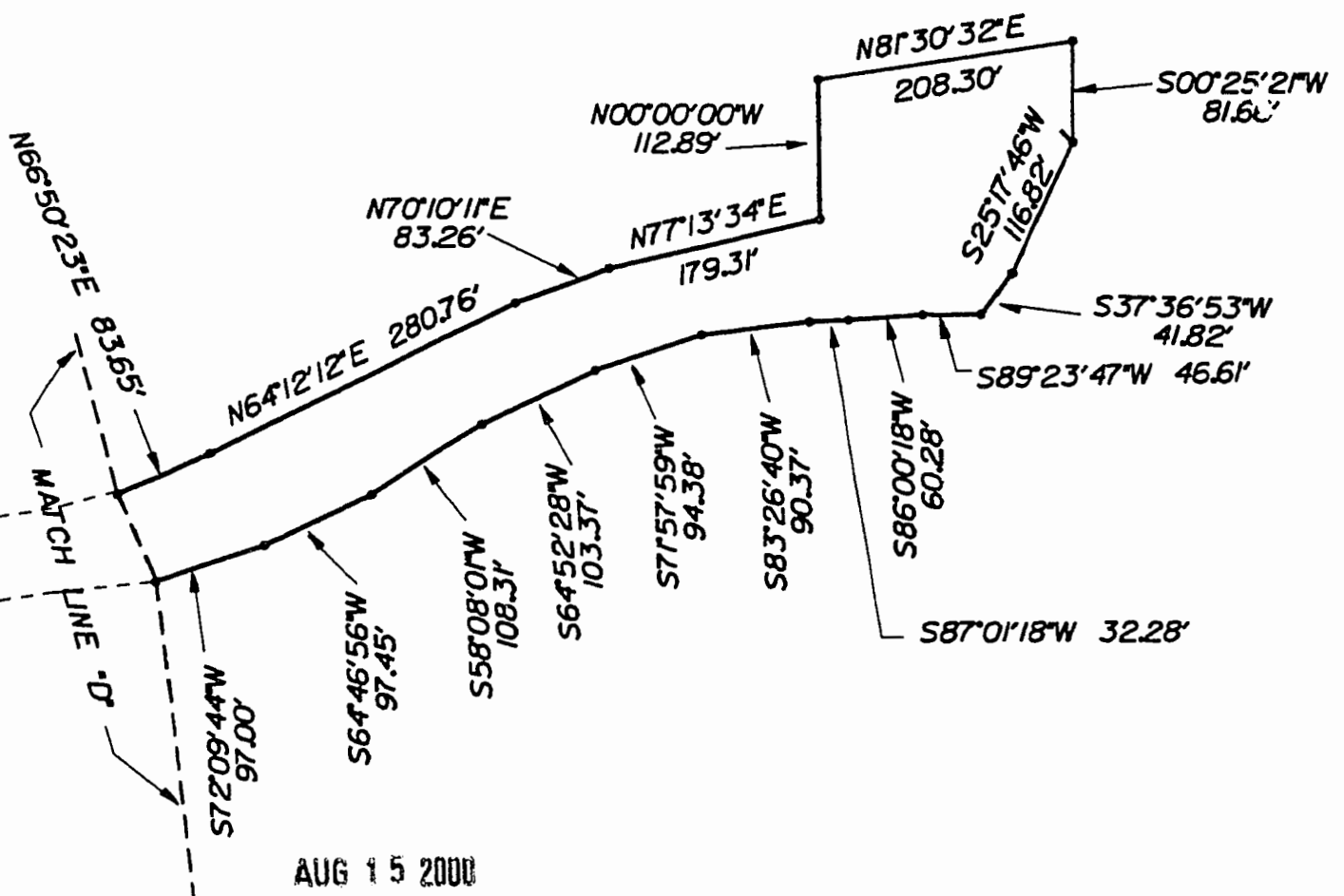
SHEET 6 OF 9

SEE SHEETS 7 OF 9, 8 OF 9 AND 9 OF 9
FOR LEGAL DESCRIPTION

OR Bk 6094 Pg 2474
Orange Co. Fl 2000-0405544

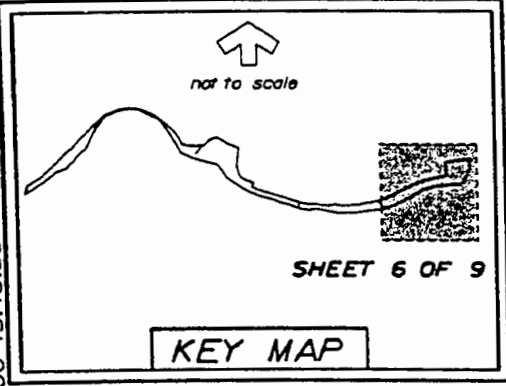
LEGEND

P.B. - PLAT BOOK
PGS. - PAGES
PC - POINT OF CURVATURE



BEARING STRUCTURE BASED ON THE EAST LINE OF RECORDED PLAT
BAY HARBOUR, P.B. 36, PGS. 86-88, AS S00°08'08"E.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.



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2/24/00 FT

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REV.3/10/00 SLH SLPISPI6.PTS

8/15/00 15:45:55

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF BAY HARBOUR, AS RECORDED IN PLAT BOOK 36, PAGES 86-89, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN S00°08'08"E, ALONG THE EAST LINE OF SAID BAY HARBOUR, A DISTANCE OF 120.00 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN N18°52'17"E, A DISTANCE OF 78.21 FEET; THENCE N63°26'09"E, A DISTANCE OF 55.47 FEET; THENCE N60°24'37"E, A DISTANCE OF 91.89 FEET; THENCE N45°13'42"E, A DISTANCE OF 671.37 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A CENTRAL ANGLE OF 82°42'21" AND A RADIUS OF 420.85 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 607.49 FEET TO THE POINT OF TANGENCY; THENCE S52°03'56"E, A DISTANCE OF 89.96 FEET; THENCE S50°13'48"E, A DISTANCE OF 68.34 FEET; THENCE S36°53'29"E, A DISTANCE OF 82.69 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 09°13'55" AND A RADIUS OF 100.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 16.11 FEET TO THE POINT OF TANGENCY; THENCE S27°39'35"E, A DISTANCE OF 46.23 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 53°13'35" AND A RADIUS OF 25.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.22 FEET TO THE POINT OF TANGENCY; THENCE S80°53'10"E, A DISTANCE OF 65.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF 10°32'44" AND A RADIUS OF 100.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 18.41 FEET TO THE POINT OF TANGENCY; THENCE N88°34'06"E, A DISTANCE OF 85.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 42°02'51" AND A RADIUS OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 18.35 FEET TO THE POINT OF TANGENCY; THENCE N46°31'15"E, A DISTANCE OF 57.09 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A HAVING A CENTRAL ANGLE OF 16°45'59" AND A RADIUS OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.32 FEET TO THE POINT OF TANGENCY; THENCE N63°17'14"E, A DISTANCE OF 59.47 FEET;

-- CONTINUED ON SHEET 8 OF 9 --

AUG 4 E 2000

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SHEET 7 OF 9



520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

ORANGE
COUNTY

FLORIDA

CONSERVATION
EASEMENT

VIZCAYA

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Sandy Bailey

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-- CONTINUED FROM SHEET 7 OF 9 --

THENCE S59°32'2"E, A DISTANCE OF 133.67 FEET; THENCE S64°45'09"E, A DISTANCE OF 78.31 FEET; THENCE S07°26'04"W, A DISTANCE OF 150.86 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 20°39'41" AND A RADIUS OF 35.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 12.62 FEET TO THE POINT OF TANGENCY; THENCE S13°13'37"E, A DISTANCE OF 69.07 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 45°04'44" AND A RADIUS OF 35.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.54 FEET TO THE POINT OF TANGENCY; THENCE S58°18'21"E, A DISTANCE OF 54.80 FEET; THENCE S68°32'49"E, A DISTANCE OF 59.15 FEET; THENCE S15°37'14"W, A DISTANCE OF 39.35 FEET; THENCE S66°43'15"E, A DISTANCE OF 104.84 FEET; THENCE S74°15'28"E, A DISTANCE OF 333.25 FEET; THENCE S75°27'32"E, A DISTANCE OF 77.61 FEET; THENCE S87°28'17"E, A DISTANCE OF 70.60 FEET; THENCE S82°41'24"E, A DISTANCE OF 123.93 FEET; THENCE N00°12'22"E, A DISTANCE OF 10.26 FEET; THENCE N87°37'03"E, A DISTANCE OF 54.19 FEET; THENCE S85°03'39"E, A DISTANCE OF 63.91 FEET; THENCE N89°12'50"E, A DISTANCE OF 124.19 FEET; THENCE N78°51'24"E, A DISTANCE OF 90.43 FEET; THENCE N82°34'08"E, A DISTANCE OF 63.34 FEET; THENCE N76°37'16"E, A DISTANCE OF 53.95 FEET; THENCE N66°50'23"E, A DISTANCE OF 83.65 FEET; THENCE N64°12'12"E, A DISTANCE OF 280.76 FEET; THENCE N70°10'11"E, A DISTANCE OF 83.26 FEET; THENCE N77°13'34"E, A DISTANCE OF 179.31 FEET; THENCE N00°00'00"E, A DISTANCE OF 112.89 FEET; THENCE N81°30'32"E, A DISTANCE OF 208.30 FEET; THENCE S00°25'21"W, A DISTANCE OF 81.66 FEET; THENCE S25°17'46"W, A DISTANCE OF 116.82 FEET; THENCE S37°36'53"W, A DISTANCE OF 41.82 FEET; THENCE S89°23'47"W, A DISTANCE OF 46.61 FEET; THENCE S86°00'18"W, A DISTANCE OF 60.28 FEET; THENCE S87°01'18"W, A DISTANCE OF 32.28 FEET; THENCE S83°26'40"W, A DISTANCE OF 90.37 FEET; THENCE S71°57'59"W, A DISTANCE OF 94.38 FEET; THENCE S64°52'28"W, A DISTANCE OF 103.37 FEET; THENCE S58°08'01"W, A DISTANCE OF 108.31 FEET; THENCE S64°46'56"W, A DISTANCE OF 97.45 FEET; THENCE S72°09'44"W, A DISTANCE OF 97.00 FEET; THENCE S84°11'44"W, A DISTANCE OF 83.11 FEET; THENCE S82°28'17"W, A DISTANCE OF 161.60 FEET; THENCE

AUG 15 2000

-- CONTINUED ON SHEET 9 OF 9 --

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SHEET 8 OF 9



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-- CONTINUED FROM SHEET 8 OF 9 --

S88°03'46"W, A DISTANCE OF 81.59 FEET; THENCE N88°14'23"W, A DISTANCE OF 86.00 FEET; THENCE N78°13'28"W, A DISTANCE OF 82.54 FEET; THENCE N80°43'53"W, A DISTANCE OF 84.35 FEET; THENCE S86°08'20"W, A DISTANCE OF 80.67 FEET; THENCE N79°52'52"W, A DISTANCE OF 85.17 FEET; THENCE N71°08'37"W, A DISTANCE OF 86.87 FEET; THENCE N77°31'55"W, A DISTANCE OF 80.64 FEET; THENCE N70°04'03"W, A DISTANCE OF 83.10 FEET; THENCE N73°07'21"W, A DISTANCE OF 96.68 FEET; THENCE N71°43'25"W, A DISTANCE OF 107.74 FEET; THENCE N56°08'31"W, A DISTANCE OF 118.21 FEET; THENCE N54°01'29"W, A DISTANCE OF 118.31 FEET; THENCE N35°10'57"W, A DISTANCE OF 138.90 FEET; THENCE N75°22'51"W, A DISTANCE OF 224.85 FEET; THENCE N64°03'20"W, A DISTANCE OF 105.54 FEET; THENCE N30°15'47"W, A DISTANCE OF 188.48 FEET; THENCE N35°43'40"W, A DISTANCE OF 170.35 FEET; THENCE N68°05'44"W, A DISTANCE OF 85.61 FEET; THENCE N64°21'26"W, A DISTANCE OF 122.93 FEET; THENCE N89°43'10"W, A DISTANCE OF 94.57 FEET; THENCE S78°44'11"W, A DISTANCE OF 96.22 FEET; THENCE S65°58'34"W, A DISTANCE OF 100.16 FEET; THENCE S42°05'10"W, A DISTANCE OF 142.84 FEET; THENCE S26°45'23"W, A DISTANCE OF 189.02 FEET; THENCE S47°03'15"W, A DISTANCE OF 118.55 FEET; THENCE S41°26'36"W, A DISTANCE OF 136.62 FEET; THENCE S73°45'11"W, A DISTANCE OF 93.93 FEET; THENCE S47°12'29"W, A DISTANCE OF 119.59 FEET; THENCE S59°21'44"W, A DISTANCE OF 212.62 FEET TO THE POINT OF BEGINNING.

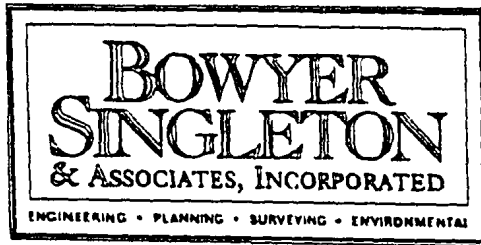
CONTAINING 7.446 ACRES, MORE OR LESS.

OR Bk 6094 Pg 2477
Orange Co FL 2000-0405544

AUG 15 2000

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SHEET 9 OF 9



520 SOUTH MAGNOLIA AVENUE
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ORANGE COUNTY FLORIDA

CONSERVATION EASEMENT

VIZCAYA

2/24/00

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Sandy Bailey

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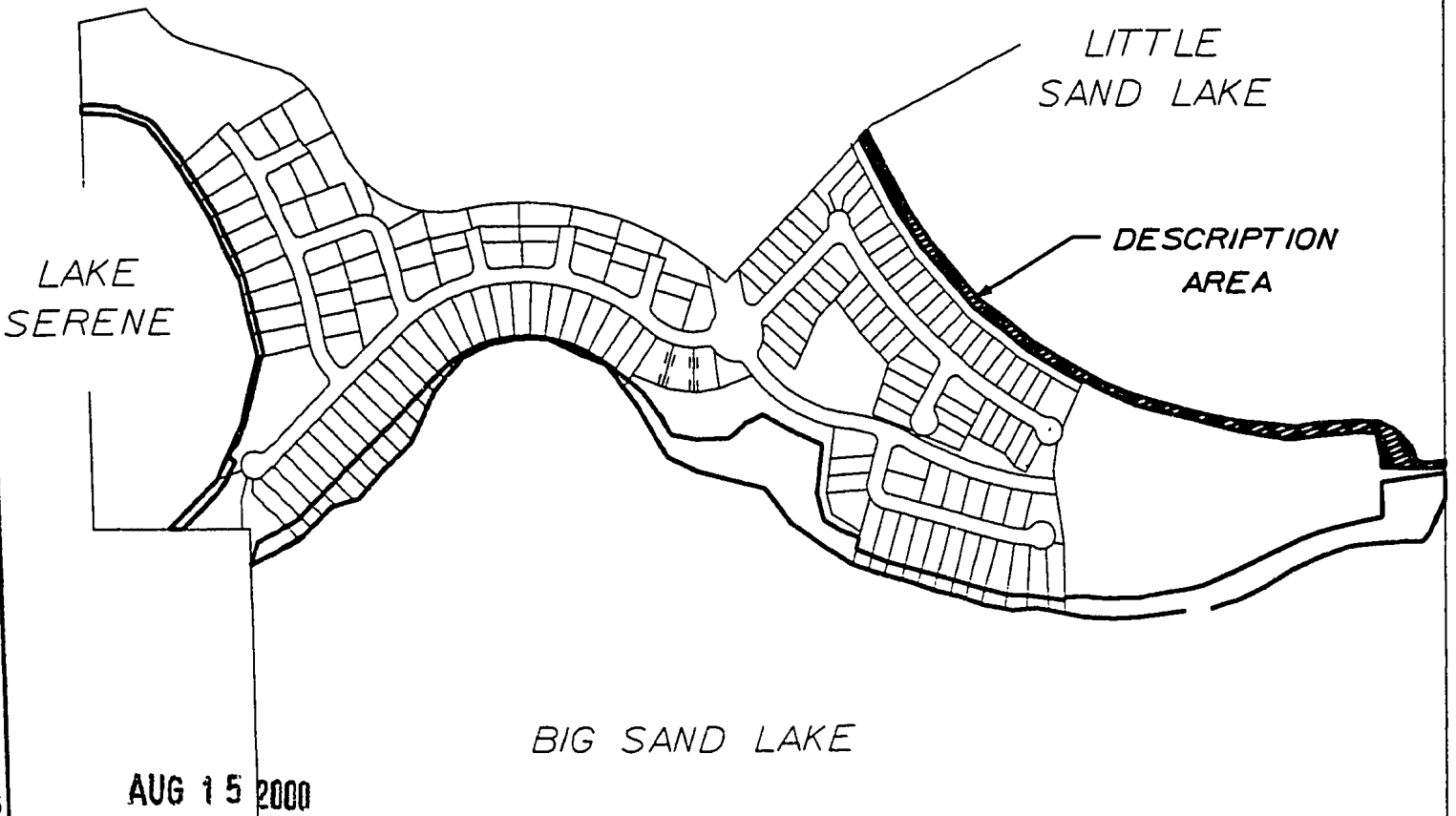
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CONSERVATION EASEMENTS FOR VIZCAYA

OR Bk 6094 Pg 247B
Orange Co FL 2000-0405544



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AUG 15 2000

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 61G17-6 F.A.C.

SANDRA V. BAILEY P.L.S.
LICENSE NUMBER LS.4972

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATE OF AUTHORIZATION NO. LB 1221

**BOWYER
SINGLETON**
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VIZCAYA

2/26/00

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Sandy Bailey

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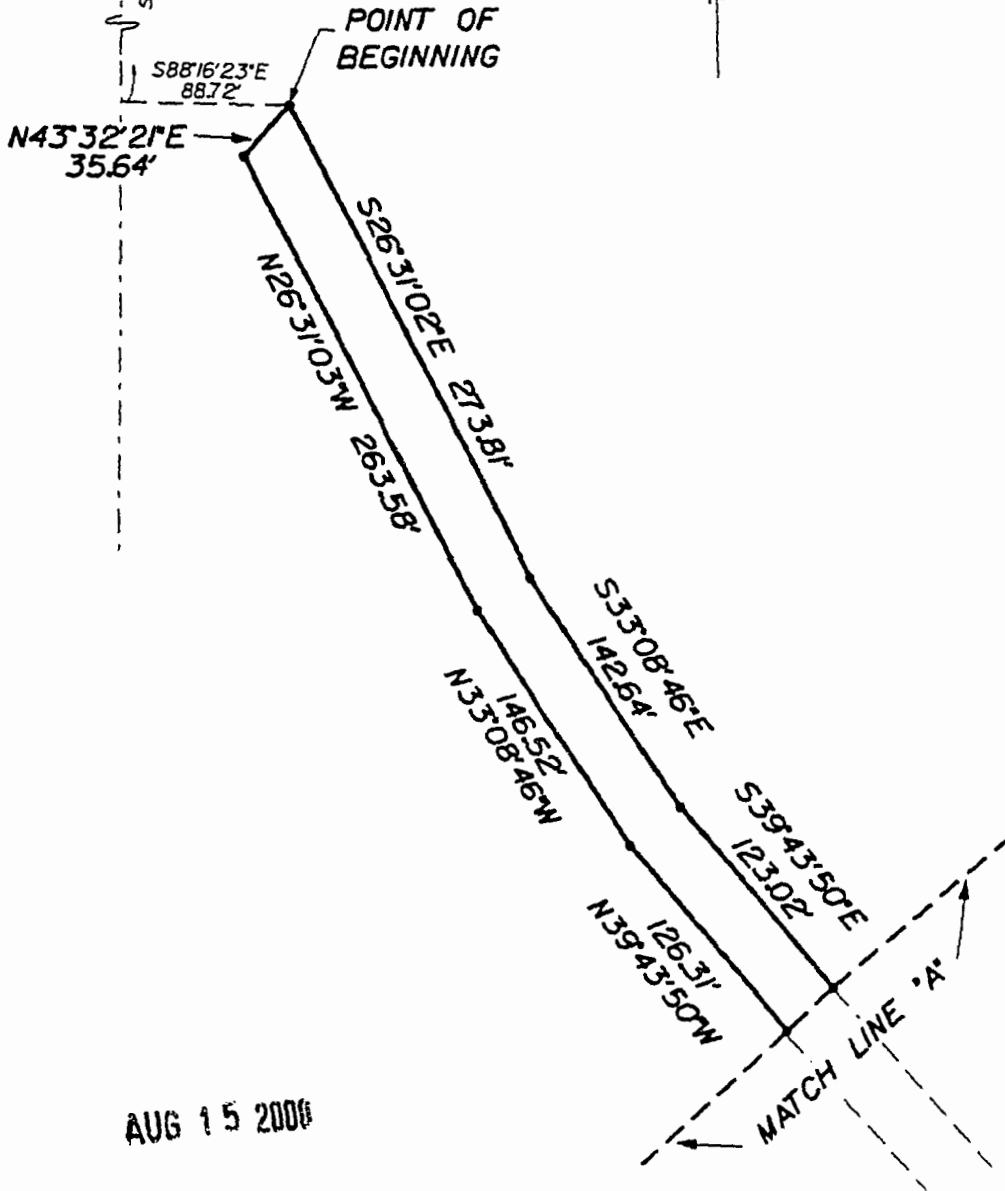
8/15/00 15:50:19

POINT OF COMMENCEMENT
NORTHWEST CORNER,
SEC. 35-23-28

OR Bk 6094 Pg 2479
Orange Co FL 2000-0405544

SHEET 2 OF 7
SEE SHEETS 6 OF 7 AND 7 OF 7
FOR LEGAL DESCRIPTION

SCALE: 1" = 100'



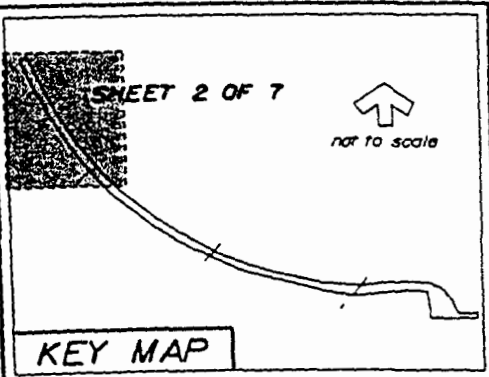
LEGEND

SEC. - SECTION

BEARING STRUCTURE BASED ON
THE WEST LINE OF THE NW 1/4
OF SEC. 35-23-28, AS 50°43'37" W,
ASSUMED.

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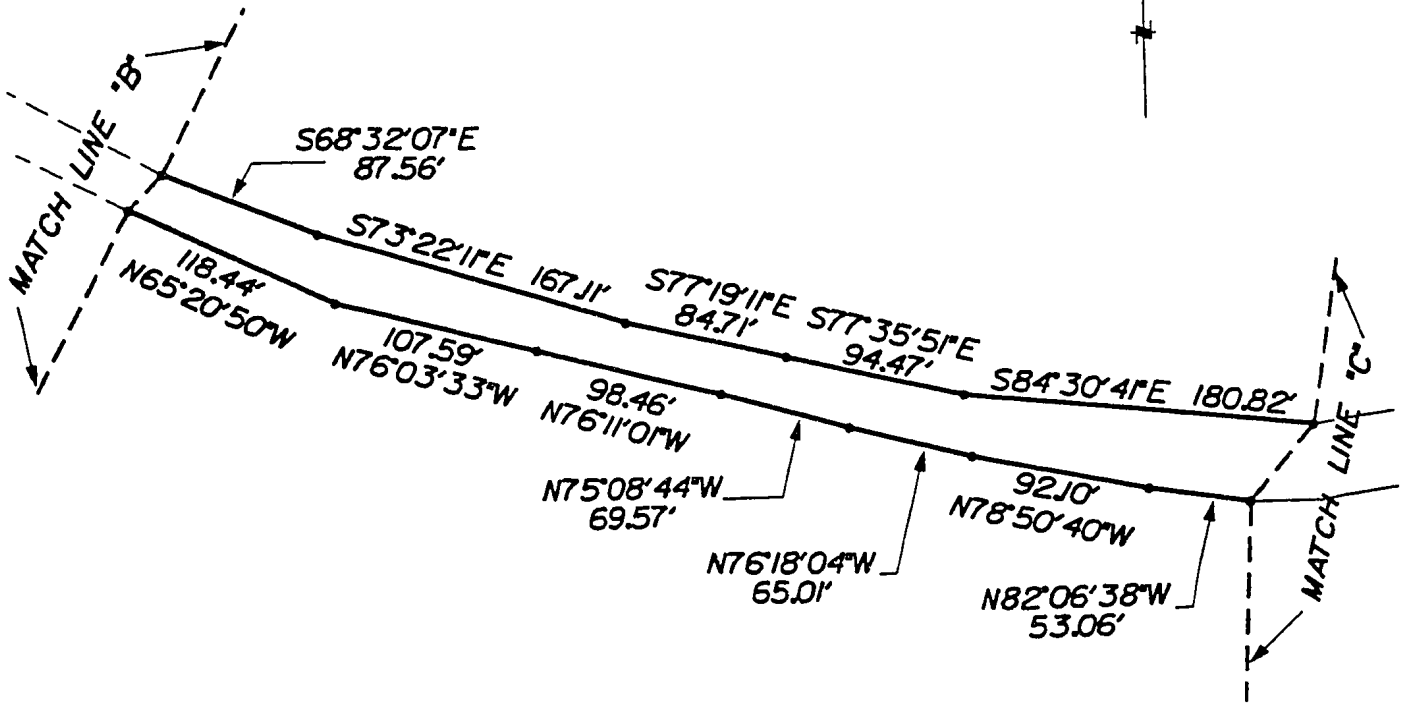
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SHEET 4 OF 7

SEE SHEETS 6 OF 7 AND 7 OF 7
FOR LEGAL DESCRIPTION

OR Bk 6094 Pg 2481
Orange Co FL 2000-0405544

SCALE: 1" = 100'



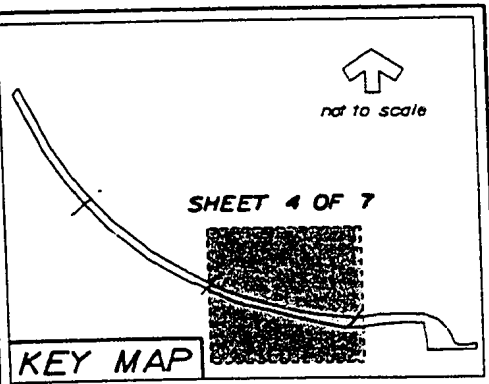
LEGEND

SEC. - SECTION

BEARING STRUCTURE BASED ON
THE WEST LINE OF THE NW 1/4
OF SEC. 35-23-28, AS S01°43'37\"/>

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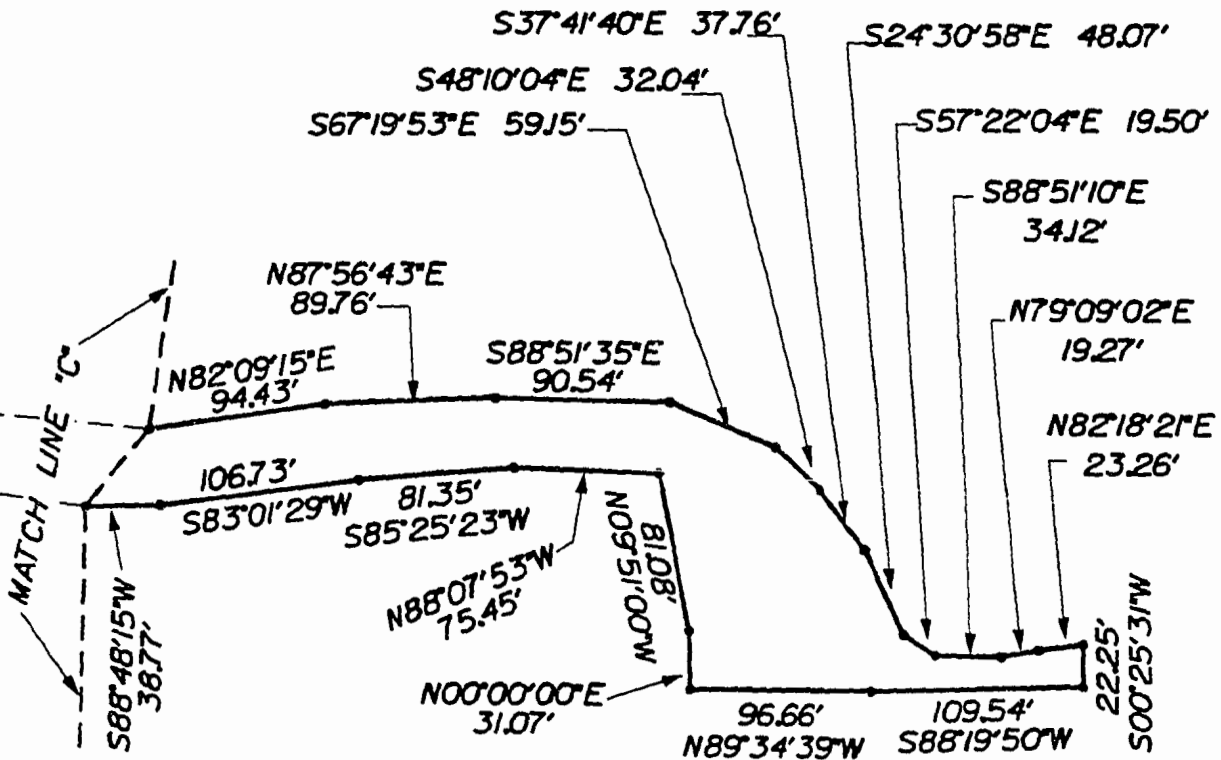
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SHEET 5 OF 7

SEE SHEETS 6 OF 7 AND 7 OF 7
FOR LEGAL DESCRIPTION

OR Bk 6094 Pg 2482
Orange Co FL 2000-0405544

SCALE: 1" = 100'



LEGEND

SEC.- SECTION

BEARING STRUCTURE BASED ON
THE WEST LINE OF THE NW 1/4
OF SEC. 35-23-28, AS S01°43'37"W,
ASSUMED.

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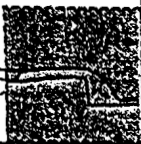
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SHEET 5 OF 7

KEY MAP



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Sandy Bailey

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LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN S01°43'37"W, ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 2048.79 FEET; THENCE DEPARTING SAID WEST LINE, RUN S88°16'23"E, A DISTANCE OF 88.72 FEET FOR A POINT OF BEGINNING; THENCE S26°31'02"E, A DISTANCE OF 273.81 FEET; THENCE S33°08'46"E, A DISTANCE OF 142.64 FEET; THENCE S39°43'50"E, A DISTANCE OF 123.02 FEET; THENCE S42°00'27"E, A DISTANCE OF 122.70 FEET; THENCE S51°44'24"E, A DISTANCE OF 106.69 FEET; THENCE S50°37'44"E, A DISTANCE OF 103.98 FEET; THENCE S58°38'35"E, A DISTANCE OF 97.42 FEET; THENCE S60°47'42"E, A DISTANCE OF 92.52 FEET; THENCE S61°01'53"E, A DISTANCE OF 98.16 FEET; THENCE S68°32'07"E, A DISTANCE OF 87.56 FEET; THENCE S73°22'11"E, A DISTANCE OF 167.11 FEET; THENCE S77°19'11"E, A DISTANCE OF 84.71 FEET; THENCE S77°35'51"E, A DISTANCE OF 94.47 FEET; THENCE S84°30'41"E, A DISTANCE OF 180.82 FEET; THENCE N82°09'15"E, A DISTANCE OF 94.43 FEET; THENCE N87°56'43"E, A DISTANCE OF 89.76 FEET; THENCE S88°51'35"E, A DISTANCE OF 90.54 FEET; THENCE S67°19'53"E, A DISTANCE OF 59.15 FEET; THENCE S48°10'04"E, A DISTANCE OF 32.04 FEET; THENCE S37°41'40"E, A DISTANCE OF 37.76 FEET; THENCE S24°30'58"E, A DISTANCE OF 48.07 FEET; THENCE S57°22'04"E, A DISTANCE OF 19.50 FEET; THENCE S88°51'10"E, A

-- CONTINUED ON SHEET 7 OF 7 --

AUG 15 2000

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SHEET 6 OF 7



520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
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ORANGE COUNTY FLORIDA

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Sandy Bailey
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-- CONTINUED FROM SHEET 6 OF 7 --

DISTANCE OF 34.12 FEET; THENCE N79°09'02"E, A DISTANCE OF 19.27 FEET; THENCE N82°18'21"E, A DISTANCE OF 23.26 FEET; THENCE S00°25'31"W, A DISTANCE OF 22.25 FEET; THENCE S88°19'50"W, A DISTANCE OF 109.54 FEET; THENCE N89°34'39"W, A DISTANCE OF 96.66 FEET; THENCE N00°00'00"E, A DISTANCE OF 31.07 FEET; THENCE N09°51'00"W, A DISTANCE OF 81.08 FEET; THENCE N88°07'53"W, A DISTANCE OF 75.45 FEET; THENCE S85°25'23"W, A DISTANCE OF 81.35 FEET; THENCE S83°01'29"W, A DISTANCE OF 106.73 FEET; THENCE S88°48'15"W, A DISTANCE OF 38.77 FEET; THENCE N82°06'38"W, A DISTANCE OF 53.06 FEET; THENCE N78°50'40"W, A DISTANCE OF 92.10 FEET; THENCE N76°18'04"W, A DISTANCE OF 65.01 FEET; THENCE N75°08'44"W, A DISTANCE OF 69.57 FEET; THENCE N76°11'01"W, A DISTANCE OF 98.46 FEET; THENCE N76°03'33"W, A DISTANCE OF 107.59 FEET; THENCE N65°20'50"W, A DISTANCE OF 118.44 FEET; THENCE N61°52'17"W, A DISTANCE OF 68.56 FEET; THENCE S78°04'38"W, A DISTANCE OF 11.77 FEET; THENCE N60°47'43"W, A DISTANCE OF 107.01 FEET; THENCE N58°38'35"W, A DISTANCE OF 100.46 FEET; THENCE N50°37'45"W, A DISTANCE OF 105.97 FEET; THENCE N51°44'24"W, A DISTANCE OF 109.24 FEET; THENCE N42°01'14"W, A DISTANCE OF 125.52 FEET; THENCE N39°43'50"W, A DISTANCE OF 126.31 FEET; THENCE N33°08'46"W, A DISTANCE OF 146.52 FEET; THENCE N26°31'03"W, A DISTANCE OF 263.58 FEET; THENCE N43°32'21"E, A DISTANCE OF 35.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.897 ACRES, MORE OR LESS.

AUG 15 2000

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

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SLP1SP18.PTS
2/25/00 PT

SHEET 7 OF 7



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Sandy Batley

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3/15/00 15:52:55

EXHIBIT "E"

PRESERVATION LINE OF CREDIT

OR Bk 6094 Pg 2485
Orange Co FL 2000-0405544

FIRST UNION

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER SM411977C

LETTER OF CREDIT AMOUNT	ISSUE DATE	EXPIRY DATE
USD60,500.00	03/01/00	03/01/01

BENEFICIARY:
 SOUTH FLORIDA WATER MANAGEMENT DIST
 P.O. BOX 24680
 WEST PALM BEACH, FL 32178-1429

APPLICANT:
 APPLIED BUILDING DEVELOPMENT OF
 ORLANDO-B.H., INC
 8933 APOPKA VINELAND ROAD
 ORLANDO FL 32836 OR Bk 6094 Pg 2486
 Orange Co FL 2000-0405544

DEAR SIR OR MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER SM411977C IN YOUR FAVOR, AT THE REQUEST AND FOR THE ACCOUNT OF APPLIED BUILDING DEVELOPMENT OF ORLANDO-B.H., INC., A FLORIDA CORPORATION ("ABD"), 8933 SOUTH APOPKA-VINELAND ROAD, FLORIDA 32836, UP TO THE AGGREGATE AMOUNT OF SIXTY THOUSAND FIVE HUNDRED AND NO/100 U.S. DOLLARS (\$60,500.00), AVAILABLE UPON PRESENTATION OF

(1) YOUR SIGHT DRAFT, BEARING REFERENCE TO THIS LETTER OF CREDIT NUMBER SM411977C, AND EITHER:

(2) A CERTIFICATE PURPORTEDLY ISSUED AND SIGNED BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (THE "DISTRICT") IN THE FORM OF CERTIFICATE I ATTACHED HERETO AND MADE A PART HEREOF; OR

(3) A CERTIFICATE PURPORTEDLY ISSUED AND SIGNED BY THE DISTRICT IN THE FORM OF CERTIFICATE II ATTACHED HERETO AND MADE A PART HEREOF.

THIS LETTER OF CREDIT MAY BE DRAWN ON TO COVER COMPLIANCE WITH THE DISTRICT PERMIT NO. 48-01088-P (THE "PERMIT"), AS SUCH PERMIT MAY BE AMENDED AND INCLUDING ALL PLANS APPROVED BY SUCH PERMIT.

THIS LETTER OF CREDIT IS EFFECTIVE AS OF MARCH 01, 2000 AND SHALL EXPIRE ON MARCH 01, 2001 BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE YEAR FROM THE PRESENT OR FUTURE EXPIRATION DATE UNLESS, AT LEAST 120 DAYS BEFORE AN EXPIRATION DATE, WE NOTIFY BOTH YOU AND ABD BY CERTIFIED MAIL OR OVERNIGHT COURIER THAT WE HAVE DECIDED NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD. IN THE EVENT YOU ARE SO NOTIFIED, ANY UNUSED PORTION OF THE CREDIT SHALL BE AVAILABLE UPON PRESENTATION OF YOUR SIGHT DRAFT ON OR BEFORE THE THEN CURRENT EXPIRATION DATE.

WHENEVER THIS LETTER OF CREDIT IS DRAWN ON UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, WE SHALL DULY HONOR SUCH DRAFT UPON PRESENTATION TO US AT OUR OFFICE LOCATED AT 8739 RESEARCH DRIVE, CHARLOTTE, NC 28262, ATTN: STANDBY LETTER OF CREDIT DEPARTMENT, AND WE SHALL WIRE-TRANSFER THE AMOUNT OF THE DRAFT DIRECTLY INTO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT GENERAL FUND, IN ACCORDANCE WITH YOUR INSTRUCTIONS.

CONTINUED ON NEXT PAGE WHICH FORMS AN INTEGRAL PART OF THIS
 LETTER OF CREDIT

Exhibit "E"



IRREVDCABLE STANDBY LETTER OF CREDIT SM411977C
03/01/00

PAGE NO. 2

WE HEREBY WAIVE NOTIFICATION OF AMENDMENTS TO THE PERMIT PLANS, PERMITS, APPLICABLE LAWS, STATUTES, RULES AND REGULATIONS AND AGREE THAT SUCH AMENDMENT SHALL NOT IN ANY WAY ALLEVIATE US OF OUR OBLIGATION UNDER THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

SINCERELY,

Sona Ingram

AUTHORIZED SIGNATURE
FIRST UNION NATIONAL BANK
ETK

OR Bk 6094 Pg 2487
Orange Co FL 2000-0405544



CERTIFICATE I
TO FIRST UNION NATIONAL BANK
IRREVOCABLE LETTER OF CREDIT NUMBER SM411977C
DATED 03/01/00

DATE: _____

TO:
FIRST UNION NATIONAL BANK
8739 RESEARCH DRIVE, URP-4
CHARLOTTE, NC 28262-0742
ATTN: STANDBY LETTER OF CREDIT DEPARTMENT

APPLIED BUILDING DEVELOPMENT OF
ORLANDO-B. H., INC.
8933 APOPKA VINELAND ROAD
ORLANDO, FL 32836

LADIES AND GENTLEMEN:

THE UNDERSIGNED _____, THE DIRECTOR OF THE ENVIRONMENTAL RESOURCE PERMITTING DEPARTMENT OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (THE "DISTRICT"), OR THE DIRECTOR'S DESIGNEE, HEREBY CERTIFIES TO APPLIED BUILDING DEVELOPMENT OF ORLANDO-B. H., INC., A FLORIDA CORPORATION ("ABD") AND FIRST UNION NATIONAL BANK, WITH REFERENCE TO IRREVOCABLE LETTER OF CREDIT NUMBER SM411977C, DATED MARCH 01, 2000 (THE "LETTER OF CREDIT"), ISSUED BY FIRST UNION NATIONAL BANK IN FAVOR OF THE DISTRICT AS FOLLOWS:

1. THE DISTRICT HAS HERETOFORE PROVIDED WRITTEN NOTICE BY PLACING IN THE U. S. MAIL TO ABD OF THE DISTRICT'S PRESENT RIGHT TO DRAW UPON THE LETTER OF CREDIT IN ACCORDANCE WITH THE PROVISIONS OF THAT CERTAIN DISTRICT PERMIT NUMBER 48-01088-P.
2. ABD HAS FAILED TO COMPLY WITH THE TERMS AND CONDITIONS OF THE PERMIT.

IN WITNESS WHEREOF, THIS CERTIFICATE HAS BEEN DULY EXECUTED AND DELIVERED ON BEHALF OF THE DISTRICT AS OF THIS _____ DAY OF _____, 2000.

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT

BY: _____

NAME: _____
DIRECTOR, NATURAL RESOURCE MANAGEMENT
OR DESIGNEE

OR Bk 6094 Pg 2488
Orange Co FL 2000-0405544

rf.



CERTIFICATE II
TO FIRST UNION NATIONAL BANK
IRREVOCABLE LETTER OF CREDIT NUMBER SM411977C
DATED 03/01/00

DATE: _____

TO:
FIRST UNION NATIONAL BANK
8739 RESEARCH DRIVE, URP-4
CHARLOTTE, NC 28262-0742
ATTN: STANDBY LETTER OF CREDIT DEPARTMENT

APPLIED BUILDING DEVELOPMENT OF
ORLANDO-B.H., INC.
8933 APOPKA VINELAND ROAD
ORLANDO, FL 32836

DR Bk 6094 Pg 2489
Orange Co FL 2000-0405544

LADIES AND GENTLEMEN:

THE UNDERSIGNED _____, THE DIRECTOR OF THE ENVIRONMENTAL RESOURCE PERMITTING DEPARTMENT OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (THE "DISTRICT"), OR THE DIRECTOR'S DESIGNEE, HEREBY CERTIFIES TO APPLIED BUILDING DEVELOPMENT OF ORLANDO-B.H., INC., A FLORIDA CORPORATION ("ABD") AND FIRST UNION NATIONAL BANK, WITH REFERENCE TO IRREVOCABLE LETTER OF CREDIT NUMBER SM411977C, DATED MARCH 01, 2000 (THE "LETTER OF CREDIT"), ISSUED BY FIRST UNION NATIONAL BANK IN FAVOR OF THE DISTRICT AS FOLLOWS:

1. THE BANK HAS HERETOFORE PROVIDED WRITTEN NOTICE TO THE DISTRICT AND ABD OF THE BANK'S INTENT NOT TO RENEW THE LETTER OF CREDIT FOLLOWING THE PRESENT EXPIRATION DATE THEREOF.
2. THE DISTRICT HAS PROVIDED PRIOR WRITTEN NOTICE BY PLACING IN THE U.S. MAIL TO ABD OF THE REQUIREMENT THAT ABD PROVIDE THE DISTRICT WITH SUBSTITUTE FINANCIAL ASSURANCE IN COMPLIANCE WITH THE PROVISIONS OF THAT CERTAIN DISTRICT PERMIT NUMBER 48-01088-P.
3. ABD HAS FAILED TO PROVIDE THE DISTRICT WITH SUBSTITUTE FINANCIAL ASSURANCE IN COMPLIANCE WITH THE PROVISIONS OF THE PERMIT WITHIN NINETY (90) DAYS OF RECEIPT OF THE NOTICE DESCRIBED IN PARAGRAPH 1 ABOVE.

IN WITNESS WHEREOF, THIS CERTIFICATE HAS BEEN DULY EXECUTED AND DELIVERED ON BEHALF OF THE DISTRICT AS OF THIS _____ DAY OF _____, 2000.

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT

BY: _____

NAME: _____
DIRECTOR, NATURAL RESOURCE MANAGEMENT
OR DESIGNEE

22

EXHIBIT "F"

MITIGATION PLAN

OR Bk 6094 Pg 2490
Orange Co FL 2000-0403544

**SAND LAKE PROPERTY
ORANGE COUNTY, FLORIDA**

**SFWMD APPLICATION NO. 990709-22
REVISED MITIGATION PLAN**

The proposed plan for the Sand Lake Property calls for 3.95 acres of direct wetland impact (Impact areas #1, #2 and #3) associated with the construction of compensating storage areas required for the project. Mitigation being offered to off-set these encroachments consists of 9.25 acres of wetland enhancement/creation (Mitigation ID A), and purchase of 2.0 mitigation credits at the Florida Mitigation Bank (Mitigation ID B). The purchase of mitigation credits is expected to provide legal protection, in perpetuity, of ecologically significant areas within the region.

This enhancement/creation proposed, which will consist of grading, removal of nuisance vegetation and replanting with desirable wetland vegetation, is to occur within the proposed compensating storage areas associated with the encroachments. This proposed mitigation, along with the purchase of mitigation credit at an area mitigation bank, should more than off-set the proposed impacts, as well as any cumulative impacts that can be reasonably expected with the project. The plantings proposed for the enhancement/creation areas are being conducted in order to improve the aesthetics in the area, as well as to provide increased wetland functionality and ecological importance of the systems.

Tasks to be completed as part of the wetland enhancement/creation plan will include the following:

- Establish turbidity barriers along the perimeter of the work areas.
- Conduct grading to elevations outlined in construction plans. Excavated materials generated for the activities will be handled in accordance with SFWMD regulations. In this task existing vegetation will be removed. The removed vegetation will be hauled from the site and disposed of properly. Any stumps or

*Sand Lake Property - SFWMD Application No. 990709-22
Revised Mitigation Plan*

1

DR Bk 6094 Pg 2491
Orange Co FL 2000-0405544

rootstocks remaining after the clearing event will be treated with a non-restricted use herbicide specifically designed for such activities (i.e. Pathfinder II, Arsenal, etc...).

- Re-vegetate the cleared/constructed areas with desirable wetland species endemic to the region. Vegetative species to be installed within these areas will be separated into two (2) zones and will consist of the following (see Mitigation Plan and Cross-Sections provided by Bowyer-Singleton & Associates, Inc.):

ZONE #1 (approximately 6.00 acres)
softrush (*Juncus effusus*)
sand cordgrass (*Spartina bakerii*)
golden canna (*Canna flacida*)

OR Bk 6094 Pg 2492
Orange Co FL 2000-0405544

ZONE #2 (approximately 3.25 acres)
pickerelweed (*Pontedaria cordata*)
duck potato (*Sagittaria lanceifolia*)
maidencane (*Panicum hemitomon*)

These specimens will consist of nursery stock with a three-stem minimum planted on 2.5 foot centers. Based on the given parameters, a total of 64,469 individual plants will be installed on the site. The total number and planting location of each type of species within each area will be determined based on the historic information associated with each of the adjacent lakes and the conditions which exist once grading is complete. Once the permit is issued, the number and planting locations of each individual species will be provided to the District within 60 days of final grading of the mitigation/compensating storage areas.

In addition to the additional herbaceous species to be installed within the enhancement/creation areas, the applicant proposes installing bald cypress (*Taxodium distichum*) trees along lot lines adjacent to each of the lake systems and within a 2.24-acre cove area located on Big Sand Lake. The bald cypress trees to be installed will be five (5) foot nursery stock specimens in

three (3) or five (5) gallon containers. Three (3) individual trees will be installed along the rear lot lines of each waterfront lot for a total of 246 individual trees. The individuals to be installed within the deeper cove area will be planted on 10 foot centers for a total of 976 trees.

- Place areas in a conservation easement in compliance with provisions of subsection 12.3.8 of the SFWMD Criteria for Evaluation - Environmental Resource Permit Applications. The conservation easement will only cover the enhancement/creation area. The riparian rights of the lakefront lot owners will be retained so that docks can be installed on all three (3) lakes. The docks will be required to span the width of the conservation areas, be of adequate height above the elevation of the conservation areas so as to not hinder the growth of vegetation and will be permitted through the entities which claim jurisdiction.

- Implement monitoring and maintenance plan.

OR Bk 6094 Pg 2493
Orange Co FL 2000-0405544

Monitoring and Maintenance Plan

Once planted, a monitoring and maintenance plan for the wetland enhancement/creation areas will be implemented to aid in the establishment of planted material, as well as to ensure the overall success of the plan.

The plantings associated with the proposed plan will be monitored for a period of five (5) years. The monitoring events will occur on a semi-annual basis. The records of the monitoring events, which will be provided to the District on an annual basis, will include the following:

- 1) The date, exact place and time of sampling or measurements.
- 2) The person responsible for performing the sampling, measurements and analysis.
- 3) The analytical techniques or methods utilized.
- 4) The results of such analyses including:
 - a) Plant mortality.
 - b) Status of invader species.

- c) A description of any problems encountered during evaluation and proposed solutions.
- d) Panoramic photographs of the mitigation sites.

The applicant will quantify percent cover of the herbaceous species utilizing the quadrat method. Monitoring of the herbaceous material is to include the use of transects with 1m x 1m quadrat stations (see Mitigation Plan provided by Bowyer-Singleton & Associates, Inc.). The percentage of areal coverage by each plant species in each quadrat of a transect will be documented during each monitoring event. The data collected from each transect is to be summarized and presented (along with the raw data) in each subsequent monitoring report. This information is to be presented as the total areal coverage by each plant species observed in each transect.

In order to evaluate survivorship of the planted trees within the wetland enhancement/creation areas, 10% of the trees will be marked with aluminum strip write-on tags during the baseline monitoring event. Each of the trees will be given a unique number for identification during subsequent monitoring events. During subsequent monitoring events the number of trees that have died will be documented. This data will then be extrapolated to the total number of trees initially planted and included in the narrative of each monitoring report. In addition, height and dbh at base will be documented and reported. Height measurements will begin once planted specimens reach six (6) feet. The dbh measurements will begin once planted specimens reach 2.5 inches.

The success criteria for the plantings will be to obtain a percent vegetation coverage equal to, or exceeding 80 percent of the surface area within the herbaceous stratum after a period of three years (following construction). The success criteria for the tree plantings to be conducted will include obtaining a planted tree survivorship of at least 80 percent after a period of five (5) years (following construction).

In addition to the vegetative portion of the monitoring to be conducted, wildlife information will be recorded and photographic documentation will be provided. All wildlife utilization will be noted within and around the restoration/creation areas. Photographic documentation will consist of panoramic photographs obtained at the landward end of each of the monitoring transects (see Mitigation Plan provided by Bowyer-Singleton &

Associates, Inc.), as well as random location throughout the mitigation areas. These photographs will be taken during each semi-annual monitoring event and included in annual monitoring reports submitted to the District.

Maintenance to be completed as part of the mitigation plan will be conducted on a quarterly basis (see schedule below). All maintenance will consist of hand-removal and, if necessary, herbicide application where the percent coverage of nuisance species exceeds 10%.

Schedule of Mitigation Plan

OR Bk 6094 Pg 2495
Orange Co FL 2000-0405544

The following details the schedule associated with the mitigation plan:

March 1, 2000	Earthwork Completed
July 15, 2000	Planting Complete
August 15, 2000	Post-Construction (Time Zero) Monitoring
September 15, 2000	Time Zero Monitoring Report Due
November 15, 2000	Time Zero Maintenance Event
March 15, 2001	First Maintenance Event
March 15, 2001	Semi-Annual Monitoring Event
June 15, 2001	Second Maintenance Event
September 15, 2001	Third Maintenance Event
September 15, 2001	Semi-Annual Monitoring Event
October 31, 2001	First Annual Monitoring Report Due
December 15, 2001	Fourth Maintenance Event
March 15, 2002	Fifth Maintenance Event
March 15, 2002	Semi-Annual Monitoring Event
June 15, 2002	Sixth Maintenance Event
September 15, 2002	Seventh Maintenance Event
September 15, 2002	Semi-Annual Monitoring Event
October 31, 2002	Second Annual Monitoring Report Due
December 15, 2002	Eighth Maintenance Event
March 15, 2003	Ninth Maintenance Event
March 15, 2003	Semi-Annual Monitoring Event
June 15, 2003	Tenth Maintenance Event
September 15, 2003	Eleventh Maintenance Event
September 15, 2003	Semi-Annual Monitoring Event
October 31, 2003	Third Annual Monitoring Report Due
December 15, 2003	Twelfth Maintenance Event

March 15, 2004	Thirteenth Maintenance Event
March 15, 2004	Semi-Annual Monitoring Event
June 15, 2004	Fourteenth Maintenance Event
September 15, 2004	Fifteenth Maintenance Event
September 15, 2004	Semi-Annual Monitoring Event
October 31, 2004	Fourth Annual Monitoring Report Due
December 15, 2004	Sixteenth Maintenance Event
March 15, 2005	Seventeenth Maintenance Event
March 15, 2005	Semi-Annual Monitoring Event
June 15, 2005	Eighteenth Maintenance Event
September 15, 2005	Nineteenth Maintenance Event
September 15, 2005	Semi-Annual Monitoring Event
October 31, 2005	Fifth Annual Monitoring Report Due
December 15, 2005	Twentieth Maintenance Event

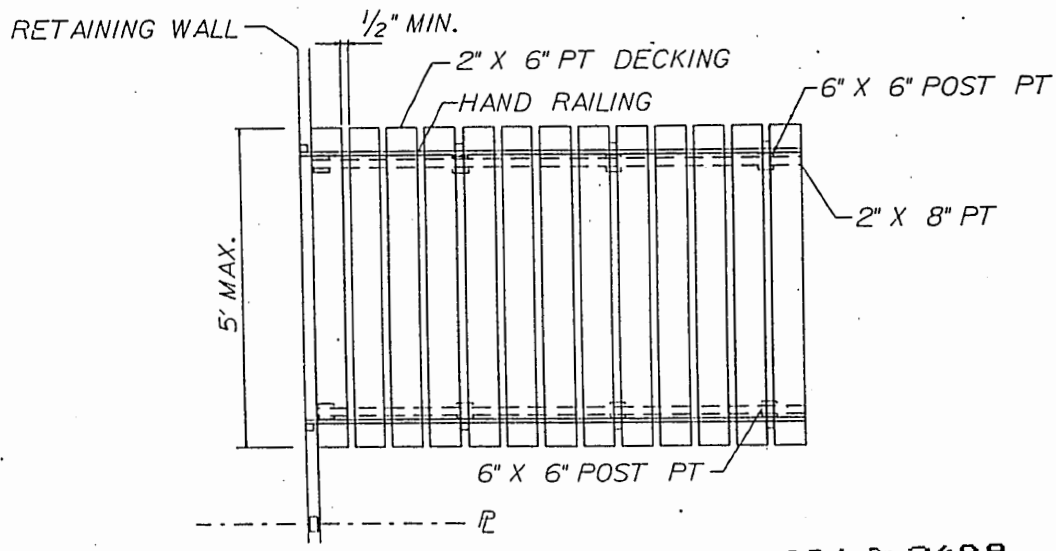
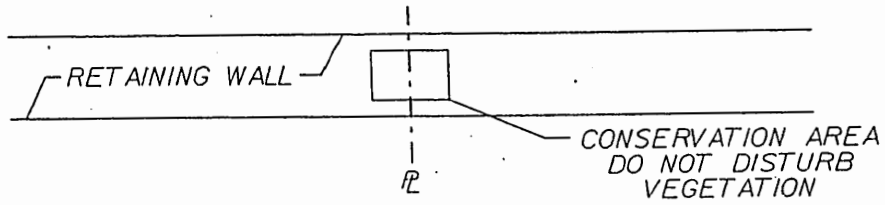
At the completion of this schedule, quarterly maintenance inspections will continue within the wetland enhancement/creation areas in perpetuity. Annual qualitative monitoring of these areas will also occur in perpetuity.

DR Bk 6094 Pg 2496
Orange Co FL 2000-0405544

EXHIBIT "G"

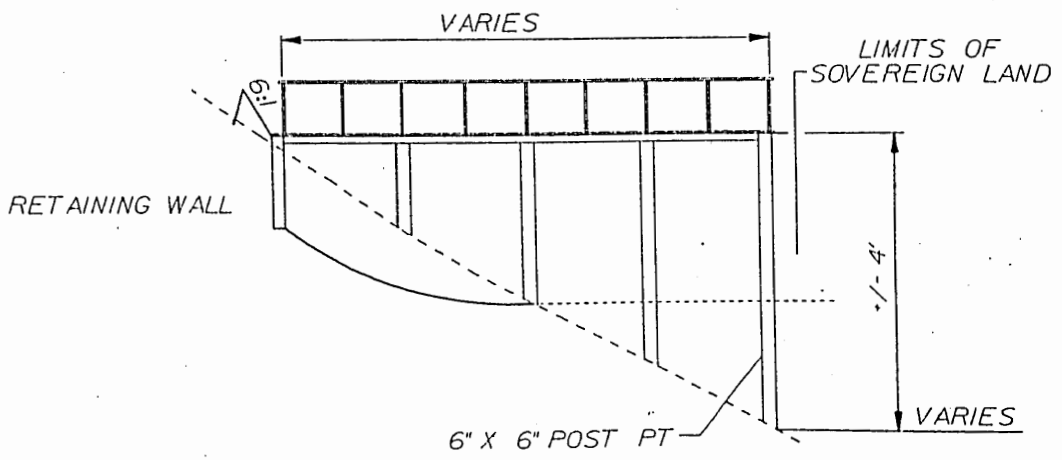
DOCK SKETCH

OR Bk 6094 Pg 2497
Orange Co FL 2000-0405544



OR Bk 6094 Pg 2498
Orange Co FL 2000-0405544

DECK PLAN



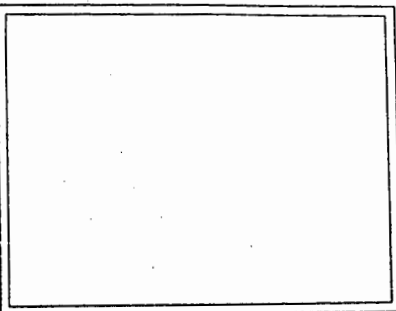
DECK SECTION

NOTES:

DOCK MUST TERMINATE AT SOVEREIGN LAND LINE
ANY ENCROACHMENT PAST THE SOVEREIGN LAND LINE
MUST BE PERMITTED BY THE DEPARTMENT OF
ENVIRONMENTAL PROTECTION

SOVEREIGN LAND LINE FOR BIG SAND LAKE - 910
SOVEREIGN LAND LINE LITTLE SAND LAKE - 980
SOVEREIGN LAND LINE FOR LAKE SERENE - HAS NOT BEEN DETERMINED

P:\Pentables\11x17.dwg
Ken Patterson
j:\sip\sl\deck.001
3/99 14:42:15



**BOWYER
SINGLETON
& ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664

ORANGE COUNTY FLORIDA

DECK PLAN
SAND LAKE ROAD PROPERTY

EXHIBIT "H"

LETTER OF CREDIT

OR Bk 6094 Pg 2499
Orange Co FL 2000-0405544



IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER SM411978C

LETTER OF CREDIT AMOUNT	ISSUE DATE	EXPIRY DATE
USD170,000.00	03/01/00	03/01/01

BENEFICIARY:
 SOUTH FLORIDA WATER MANAGEMENT DIST
 P. O. BOX 24680
 WEST PALM BEACH, FL 32178-1429

APPLICANT:
 APPLIED BUILDING DEVELOPMENT OF
 ORLANDO-B.H., INC.
 8933 APOPKA VINELAND ROAD
 ORLANDO FL 32836

OR Bk 6094 Pg 2500
 Orange Co FL 2000-0405544

DEAR SIR OR MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER SM411977C IN YOUR FAVOR, AT THE REQUEST AND FOR THE ACCOUNT OF APPLIED BUILDING DEVELOPMENT OF ORLANDO-B.H., INC., A FLORIDA CORPORATION ("ABD"), 8933 SOUTH APOPKA VINELAND ROAD, FLORIDA 32836, UP TO THE AGGREGATE AMOUNT OF ONE HUNDRED SEVENTY THOUSAND AND NO/100 U.S. DOLLARS (\$170,000.00), AVAILABLE UPON PRESENTATION OF

(1) YOUR SIGHT DRAFT, BEARING REFERENCE TO THIS LETTER OF CREDIT NUMBER SM411978C, AND EITHER:

(2) A CERTIFICATE PURPORTEDLY ISSUED AND SIGNED BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (THE "DISTRICT") IN THE FORM OF CERTIFICATE I ATTACHED HERETO AND MADE A PART HEREOF; OR

(3) A CERTIFICATE PURPORTEDLY ISSUED AND SIGNED BY THE DISTRICT IN THE FORM OF CERTIFICATE II ATTACHED HERETO AND MADE A PART HEREOF.

THIS LETTER OF CREDIT MAY BE DRAWN ON TO COVER COMPLIANCE WITH THE DISTRICT PERMIT NO. 48-01088-P (THE "PERMIT"), AS SUCH PERMIT MAY BE AMENDED AND INCLUDING ALL PLANS APPROVED BY SUCH PERMIT.

THIS LETTER OF CREDIT IS EFFECTIVE AS OF MARCH 01, 2000 AND SHALL EXPIRE ON MARCH 01, 2001 BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE YEAR FROM THE PRESENT OR FUTURE EXPIRATION DATE UNLESS, AT LEAST 120 DAYS BEFORE AN EXPIRATION DATE, WE NOTIFY BOTH YOU AND ABD BY CERTIFIED MAIL OR OVERNIGHT COURIER THAT WE HAVE DECIDED NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD. IN THE EVENT YOU ARE SO NOTIFIED, ANY UNUSED PORTION OF THE CREDIT SHALL BE AVAILABLE UPON PRESENTATION OF YOUR SIGHT DRAFT ON OR BEFORE THE THEN CURRENT EXPIRATION DATE.

WHENEVER THIS LETTER OF CREDIT IS DRAWN ON UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, WE SHALL DULY HONOR SUCH DRAFT UPON PRESENTATION TO US AT OUR OFFICE LOCATED AT 8739 RESEARCH DRIVE, CHARLOTTE, NC 28262, ATTN: STANDBY LETTER OF CREDIT DEPARTMENT, AND WE SHALL WIRE-TRANSFER THE AMOUNT OF THE DRAFT DIRECTLY INTO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT GENERAL FUND, IN ACCORDANCE WITH YOUR INSTRUCTIONS.

CONTINUED ON NEXT PAGE WHICH FORMS AN INTEGRAL PART OF THIS LETTER OF CREDIT

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Exhibit "H"



IRREVOCABLE STANDBY LETTER OF CREDIT SM411978C
03/01/00

PAGE NO. 2

WE HEREBY WAIVE NOTIFICATION OF AMENDMENTS TO THE PERMIT PLANS, PERMITS,
APPLICABLE LAWS, STATUTES, RULES AND REGULATIONS AND AGREE THAT SUCH AMENDMENT
SHALL NOT IN ANY WAY ALLEVIATE US OF OUR OBLIGATION UNDER THIS LETTER OF
CREDIT.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR
DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE
PUBLICATION NO. 500.

SINCERELY,

Lona Ingram

AUTHORIZED SIGNATURE
FIRST UNION NATIONAL BANK
ETK

OR Bk 6094 Pg 2501
Orange Co FL 2000-0405544



CERTIFICATE I
TO FIRST UNION NATIONAL BANK
IRREVOCABLE LETTER OF CREDIT NUMBER SM411978C
DATED 03/01/00

DATE: _____

TO:
FIRST UNION NATIONAL BANK
8739 RESEARCH DRIVE, URP-4
CHARLOTTE, NC 28262-0742
ATTN: STANDBY LETTER OF CREDIT DEPARTMENT

APPLIED BUILDING DEVELOPMENT OF
ORLANDO-B.H., INC.
8933 APOPKA VINELAND ROAD
ORLANDO, FL 32836

OR Bk 6094 Pg 2502
Orange Co FL 2000-0405544

LADIES AND GENTLEMEN:

THE UNDERSIGNED _____, THE DIRECTOR OF THE ENVIRONMENTAL RESOURCE PERMITTING DEPARTMENT OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (THE "DISTRICT"), OR THE DIRECTOR'S DESIGNEE, HEREBY CERTIFIES TO APPLIED BUILDING DEVELOPMENT OF ORLANDO-B.H., INC., A FLORIDA CORPORATION ("ABD") AND FIRST UNION NATIONAL BANK, WITH REFERENCE TO IRREVOCABLE LETTER OF CREDIT NUMBER SM411978C, DATED MARCH 01, 2000 (THE "LETTER OF CREDIT"), ISSUED BY FIRST UNION NATIONAL BANK IN FAVOR OF THE DISTRICT AS FOLLOWS:

1. THE DISTRICT HAS HERETOFORE PROVIDED WRITTEN NOTICE BY PLACING IN THE U.S. MAIL TO ABD OF THE DISTRICT'S PRESENT RIGHT TO DRAW UPON THE LETTER OF CREDIT IN ACCORDANCE WITH THE PROVISIONS OF THAT CERTAIN DISTRICT PERMIT NUMBER 48-01088-P.
2. ABD HAS FAILED TO COMPLY WITH THE TERMS AND CONDITIONS OF THE PERMIT.

IN WITNESS WHEREOF, THIS CERTIFICATE HAS BEEN DULY EXECUTED AND DELIVERED ON BEHALF OF THE DISTRICT AS OF THIS _____ DAY OF _____, 2000.

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT

BY: _____

NAME: _____
DIRECTOR, NATURAL RESOURCE MANAGEMENT
OR DESIGNEE

12



CERTIFICATE II
TO FIRST UNION NATIONAL BANK
IRREVOCABLE LETTER OF CREDIT NUMBER SM411978C
DATED 03/01/00

DATE: _____

TO:
FIRST UNION NATIONAL BANK
8739 RESEARCH DRIVE, URP-4
CHARLOTTE, NC 28262-0742
ATTN: STANDBY LETTER OF CREDIT DEPARTMENT

APPLIED BUILDING DEVELOPMENT OF
ORLANDO-B.H., INC.
8933 APOPKA VINELAND ROAD
ORLANDO, FL 32836

OR Bk 6094 Pg 2503
Orange Co FL 2000-0405544

LADIES AND GENTLEMEN:

Recorded - Martha D. Haynie

THE UNDERSIGNED _____, THE DIRECTOR OF THE ENVIRONMENTAL RESOURCE PERMITTING DEPARTMENT OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (THE "DISTRICT"), OR THE DIRECTOR'S DESIGNEE, HEREBY CERTIFIES TO APPLIED BUILDING DEVELOPMENT OF ORLANDO-B.H., INC., A FLORIDA CORPORATION ("ABD") AND FIRST UNION NATIONAL BANK, WITH REFERENCE TO IRREVOCABLE LETTER OF CREDIT NUMBER SM411978C, DATED MARCH 01, 2000 (THE "LETTER OF CREDIT"), ISSUED BY FIRST UNION NATIONAL BANK IN FAVOR OF THE DISTRICT AS FOLLOWS:

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2. THE DISTRICT HAS PROVIDED PRIOR WRITTEN NOTICE BY PLACING IN THE U.S. MAIL TO ABD OF THE REQUIREMENT THAT ABD PROVIDE THE DISTRICT WITH SUBSTITUTE FINANCIAL ASSURANCE IN COMPLIANCE WITH THE PROVISIONS OF THAT CERTAIN DISTRICT PERMIT NUMBER 48-01088-P.
3. ABD HAS FAILED TO PROVIDE THE DISTRICT WITH SUBSTITUTE FINANCIAL ASSURANCE IN COMPLIANCE WITH THE PROVISIONS OF THE PERMIT WITHIN NINETY (90) DAYS OF RECEIPT OF THE NOTICE DESCRIBED IN PARAGRAPH 1 ABOVE.

IN WITNESS WHEREOF, THIS CERTIFICATE HAS BEEN DULY EXECUTED AND DELIVERED ON BEHALF OF THE DISTRICT AS OF THIS _____ DAY OF _____, 2000.

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT

BY: _____

NAME: _____
DIRECTOR, NATURAL RESOURCE MANAGEMENT
OR DESIGNEE

03.