

Prepared by and return to:
David E. Axel
600 Lake Mills Road
Chuluota, Florida 32766

COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MILLS COVE

THIS DECLARATION, made this ___ day of _____, 2002, by MILLS COVE, INC. a Florida Corporation whose address is 600 Lake Mills Road, Chuluota, Florida 32766, hereinafter referred to as the "Declarant".

W I T N E S S E T H:

WHEREAS, the Declarant and DAVID E. AXEL, as Trustee under the David E. Axel Trust Agreement dated September 25, 1998, whose address is 600 Lake Mills Road, Chuluota, Florida 32766, MELISSA BETH TULP, as Trustee under the under the Melissa Beth Tulp Trust Agreement dated February 26, 2002, whose address is P.O. 621024, Oviedo, Florida, 32765, and Michael W. and Jill Ann Solitro, husband and wife, whose address is P.O. Box 161094, Altamonte Springs, Florida 32716 are the owners of the real property situate, lying and being in Seminole County, Florida, as described on Exhibit "A" attached hereto and incorporated herein by this reference, also to be known as Lots 1 through 29 and the Tracts as shown on the plat of Mills Cove to be recorded in the public records of Seminole County, Florida;

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values in the Properties, the personal and general health, safety and welfare of the Owners of the affected lands, and for the maintenance of drainage tracts and retention areas and improvements, open space and recreation tracts, conservation areas, green belts, walls, entry features and other common areas and improvements located in the Properties, and to provide for the development of the Properties, in general, pursuant to a uniform plan of development with high aesthetic standards so as to create a pleasant and attractive physical environment which will contribute to and enhance the residential activities of the occupants of the Properties and to protect each Lot against the improper, undesirable or inappropriate development and use of adjacent or neighboring Lots and to guard against the erection of Improvements constructed of improper or unsuitable materials and to encourage the erection of attractive Improvements appropriately located on each parcel, and to this end, desires to subject the Properties to the covenants, conditions, restrictions, easements, and liens hereinafter set forth, each of which shall be binding upon and run with the title to the Properties; and

WHEREAS, the Properties are subject to an Easement, Development and Restriction Agreement dated December 31, 2001 and recorded in Book 4289 Page 1932, as Amended by a First Amendment to Development and Restriction Agreement dated March 28, 2002 and

recorded in Book Page 4365 Page 299, both of the Public Records of Seminole County, Florida; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, the Declarant deems it desirable to create 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 charges hereinafter created.

NOW, THEREFORE, the Declarant; for itself and its successors and assigns declares that the Properties are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restriction, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration [unless the context shall prohibit] shall have the following meanings:

[a] "Accessory Building[s]" shall mean and refer to any building on a Lot that that is not the Residence or an Agricultural Building, including, but not limited to detached garages, storage sheds and buildings, guest houses, well houses, pool cabanas and any other similar structure.

[b] "Agricultural Building[s]" shall mean and refer to any building that is primarily used for agricultural purposes such as the housing and raising of non-domestic animals and the storage of agricultural supplies, products and equipment, including, but not limited to barns, stables, coops, greenhouses, silos and any other similar structure.

[c] "Agricultural Building Area" shall have the same meaning as it is given in the Open Space Easement.

[d] "Architectural Review Board" and "ARB" shall mean and refer to the review board appointed by the Board to conduct the design reviews of improvements to the Lots, or if no such board has been appointed Architectural Review Board and ARB shall mean and refer to the Board.

[e] "Association" shall mean and refer to Mills Cove Owner's Association, Inc., a Florida corporation not-for-profit, or its successors and assigns.

[f] "Board" shall mean and refer to the Board of Directors of the Association.

[g] "Buffer" shall mean and refer to the Vegetative Natural Buffer provided for in permit number 4-117-70942-1 issued by the District.

[h] "Building" shall mean and refer to any building on the Lots including Residences, Accessory Building and Agricultural Buildings.

[i] "Commercial Vehicle" shall mean and refer to any vehicle of a type that is

normally used other than as a personal passenger vehicle, including, but not limited to trucks [other than pickup trucks used on a non commercial basis], moving vans, delivery vans, busses, trailers, tractors, construction vehicles and other similar vehicles.

[j] "Common Expenses" shall mean and refer to the actual expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance, repair, and improvement of any Common Property, and including any reserves established by the Association, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association.

[k] "Common Property" shall mean and refer to all real property and any improvements located thereon [with the exception of the Boat Ramp Tract as depicted on the Plat which is the responsibility of the Mills Cove Boat Ramp Association] and all tangible and intangible personal property, from time to time which may be deeded or dedicated to the Association by the Declarant, or which the Association may be required to maintain for the benefit of the Members, which is located within the Properties, or used in the operation of the Properties, which is intended to be devoted to the use and enjoyment of the Members of the Association and maintained by the Association at Common Expense.

[l] "Conservation Easement" shall mean and refer to the Conservation Easement granted to the District as recorded in Book 4289, Page 1923 as amended by the Restated Conservation Easement granted by the District as recorded in Book 4441, Page 1183, both of the Public Records of Seminole County, Florida and as shown on the plat of The Mills Cove as recorded in the public records of Seminole County, Florida.

[m] "Conservation Easement Area" shall mean and refer to that portion of the Properties described by the Conservation Easement.

[n] "County" shall mean and refer to Seminole County, Florida.

[o] "Declarant" shall mean and refer to Mills Cove, Inc. or its predecessors, successors and assigns that are specifically granted all of the rights and obligations of the Declarant as set forth in the instrument of succession or assignment. No successor or assignee of the Declarant shall have any rights or obligations of the 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.

[p] "Development Plan" shall mean and refer to the non-binding, general scheme of intended uses of the Properties in accordance with County Project # 00-5500055, District Permit No. 4-117-70942-1 and other governmental permits and approvals, which may be amended by Declarant as approved by governmental agencies from time to time.

[q] "District" shall mean and refer to the St. Johns River Water Management District, or its successor agency, if any.

[r] Reserved.

[s] "Easements" means those portions of the Properties designated on the Plat of

Mills Cove as an Easement, Right of Way, Drainage area or Retention area including, but not limited to any of the following: "Drainage Easement," "Landscape Easement," "Utility Easement," "Fence Easement," "Conservation Easement," "Road Easement," "Pedestrian Easement" or any combination thereof and including the streets referred to as Tract "A" and the Drainage and Retention Areas referred to as Tracts "B" and "D".

[t] "Improvements" shall mean and include any buildings, accessory buildings outbuildings, structures, parking or loading areas, roadways, driveways, walkways, storage areas, fences, walls, poles, signs, lighting fixtures and all other structures and facilities of any kind constructed or located on a Lot and any replacements thereof or additions or alterations thereto.

[u] "Large Farm Animal[s]" shall mean and refer to non-domestic animals in excess of twenty five [25] pounds, including, but not limited to, horses, ponies, mules, donkeys, cows, goats, sheep, llamas, emus, ostriches.

[v] "Lakefront" or "Lakefront Lot" shall mean and refer to all or any of Lots 14 through 23 inclusive as shown on the Plat.

[w] "Lot" shall mean and refer to each separately described portion of the Properties which is intended to be used or developed as a single residential lot. "Lot" shall include in its meaning any interest in real and personal property appurtenant to the Ownership of the Lot.

[x] "Member" shall mean and refer to each Owner who is a Member of the Association as provided in Article III, Section 2 hereof.

[y] "Open Areas" shall mean and refer to the areas of a Lot that are not improved by buildings, sidewalks, parking, patios, hardscape or other impervious improvements.

[z] "Open Space Easement" shall mean and refer to the Open Space Easement granted by the Declarant to the County and the District as recorded in Book 4428 Page 1734 of the Public Records of Seminole County, Florida and as shown on the plat of Mills Cove as recorded in the public records of Seminole County, Florida.

[aa] "Owner" shall mean and refer to the record holder, whether one or more persons or entities of fee simple title to each Lot included in the Properties [other than the Association]. 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. Every Owner shall be treated for all purposes as a single Owner for each Lot owned by it, irrespective of whether such Ownership is joint, in common or tenancy by the entirety. In the event any life estate is created with respect to any Lot in the Properties, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.

[bb] "Passenger Vehicles" shall mean and refer to private automobiles, pick-up trucks, minivans, passenger vans, sports utility vehicles, motorcycles, mopeds and other similar vehicles.

[cc] "Plat" shall mean and refer to the plat of Mills Cove to be recorded in the

public records of Seminole County, Florida.

[dd] "Properties" shall mean and refer to all of the real property described on Exhibit "A" and personal property located thereon and any tangible and intangible rights associated therewith.

[ee] "Protected Property" shall have the same meaning as it is given by the Open Space Easement.

[ff] "Recreational Vehicles" shall mean and refer to mobile homes, motor homes, campers, conversion vans, boats, personal watercraft [jet skis], boat trailers, golf carts, all terrain vehicles and other similar vehicles used for recreation or travel.

[gg] "Residence" shall mean and refer to the primary structure on each Lot intended to be a residential dwelling.

[hh] "Surface Water or Stormwater Management System" means that part of the Common Properties which constitutes a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, 40C-42, or 40C-400, F.A.C.

[ii] "Vehicle" shall mean and refer to any motorized craft or craft intended to be towed by a motorized craft such as cars, trucks, sports utility vehicles, vans, boats, personal water craft, trailers, motor homes, motor scooter, moped, all terrain vehicle or other two-wheeled, three-wheeled, or four-wheeled motorized craft and other similar craft. The term shall be inclusive of Commercial Vehicle, Passenger Vehicle and Recreational Vehicle.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to Declaration. The Properties are and shall be held, transferred and occupied subject to this Declaration.

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 of Incorporation and Bylaws of the Association, and this Declaration. Copies of the Association Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C", respectively. Neither the Articles of Incorporation nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of

any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either [1] Members of the Association, or [2] the Declarant for so long as the Declarant owns a Lot. A board of directors, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with this Declaration, the Articles of Incorporation, and the Bylaws.

Section 2. Membership. The Declarant, for so long as it owns a Lot, and each Owner shall be members of the Association.

The Association membership of each Owner shall be appurtenant to 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 3. Voting Rights. The Owner of each Lot shall be entitled to cast one [1] vote for each Lot owned by such Owner, for so long as it owns a Lot, except that the Declarant shall be entitled to cast four [4] votes for each Lot owned by Declarant, for so long as Declarant owns at least three [3] of the Lots.

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 of a single Lot 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 Lot, 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 Lot, none of said votes shall be counted and said votes shall be deemed void.

Section 5. Duties, Powers and Authority of the Association. The Association shall have all the powers of a nonprofit 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 Declaration, and as provided by law. 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 Declaration, any Supplemental Declaration, the Articles of Incorporation and the Bylaws and Florida law, 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 the Common Property. The Association shall be responsible for the operation, maintenance and repair of the stormwater management system of the Properties as well as the Conservation Easement, to operate and maintain the same as permitted by the District and to establish rules and regulations therefore, until such time as the same are dedicated to and accepted by Seminole County, Florida to the extent that such dedication limits the powers of the Association.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of this Declaration, the rules and regulations of Association, the Declarant [until sale of the Properties by Declarant is completed] 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 Lot 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; and

[b] Rights and Easements of drainage across all areas of the stormwater management system including, but not limited to, drainage and retention structures and areas and areas which may from time to time be in or along the streets and roads or other areas of the Common Property; and

[c] Rights 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 Easements or other areas of the Common Property; and

[d] Rights to use and enjoy the Common Property for any purpose not inconsistent with this Declaration, the Bylaws and rules and regulations of the Association, or governmental regulations.

[e] Nothing herein is intended to grant any easement rights to any persons or entities other than the Owners of the Lots except to the extent that such use is for the direct and sole benefit of the Owners of the Lots, their tenants, invitees and guests.

Section 2. Title to Common Property. The Declarant may retain the legal title to all or any portion or portions of the Common Property until such time as it has completed improvements thereon. The Declarant may convey or turn over certain items of the Common Property and retain others. The Declarant hereby covenants, for itself, its successors and assigns, that it shall convey to the Association, all then-existing and completed Common Property owned by the Declarant, not intended to be conveyed as part of a Lot and located within the Properties no later than at such time as Declarant has conveyed to Owners fee simple title to at least two-thirds [2/3rds] of the Lots within the Properties. The conveyance of the Common Property to the Association shall be deemed to contain the following covenant which shall run with the land, whether or not specifically set forth in such conveyance, and shall be binding upon the Association, its successors and assigns, for so long as such property shall remain subject to this Declaration:

In order to preserve and enhance the property values and amenities of the Properties, the Common Property and all landscaping and 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 3. Extent of Member's Easements. The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

[a] The rules and regulations Association.

[b] The right of the Declarant without Owner or Association approval prior to conveyance of title to the Association, and the right of the Association thereafter, to grant or dedicate to any Owner, to any governmental agencies and/or to any utility companies, and to reserve easements and rights-of-way, in, through, over and across the Easements for the installation maintenance and inspection of roadways and walkways, lines and appurtenances for public or private water, treated waste water, sewer, drainage, cable television, telephone, electricity, and other utilities, and for the completion of development of the Properties. No improvement or material may be placed upon any such an easement as may damage or interfere with the installation and maintenance of utilities or that may change the direction or affect the flow of drainage.

[c] The easements and rights of the Declarant, District, County or other parties reserved by this Declaration or other instruments recorded in the Public Records of Seminole County, Florida.

Section 4. Easement Reserved to the Declarant Over Common Property. With the exception of the Conservation Easement granted to the District, the Declarant hereby reserves to itself and its successors and assigns, such licenses, rights, privileges and easements in, through, over and under all Easements, 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 roadways and walkways, electric and telephone-poles, wires, cables, conduits, sewers, water mains, reuse 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 completion, marketing, and use and enjoyment of the Properties, [2] the right to cut any trees, bushes or shrubbery, make any gradings 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, and [4] the right and easement of ingress and egress for purposes of development, construction and marketing. The Declarant also reserves the right to use the Easements in its efforts to market the Properties. The easements and rights-of-ways herein reserved shall continue in existence in favor of the Declarant until such time as the Declarant has sold all of the Lots. The exercise of the foregoing rights shall be in a reasonable manner so as to minimize any disturbance to Members or the Properties. This Section may not be amended without the written consent of the Declarant.

Section 5. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of the Association, the Declarant, and the Owners, all as more specifically set forth elsewhere in this Declaration; and any Owner or the 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 6. Conservation Easement Areas. Pursuant to the provisions of Section 704.06, Florida Statutes, Declarant has granted to the St. Johns River Water Management District [the "District"] a Conservation Easement as recorded in Book 4289, Page 1923 as amended by the Restated Conservation Easement granted by Declarant to the District as recorded in Book 4441, Page 1183, both of the Public Records of Seminole County, Florida. Declarant granted the

Conservation Easement as a condition of permit number 4-117-70942-1 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

6.1 Purpose. The purpose of the Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

6.2. Prohibited Uses. Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of the Conservation Easement is prohibited. The Conservation Easement expressly prohibits the following activities and uses:

[a] Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

[b] Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

[c] Removing or destroying trees, shrubs, or other vegetation except for removal of non-indigenous and nuisance vegetation, said removal to be limited to those species noted in the Florida Exotic Pest Plant Council's 2001 List of Invasive Species which shall be incorporated herein by reference or other species or individuals identified by the District in writing as a nuisance within the Property.

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

[e] Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

[f] Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

[g] Acts or uses detrimental to such retention of land or water areas.

[h] 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.

6.3 Responsibilities. The Declarant, its successors and assigns is responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas as well as of maintenance of the Conservation Easement Area and the Buffer in a manner consistent with District Requirements.

6.4 Signage. The Association shall install and maintain signs, mounted on concrete pillars, ultraviolet resistant plastic posts, PVC pipes or pressure-treated wood posts, at the intersection of the Conservation Easement and each Lot line stating the following: "No construction, clearing or other activity without Association approval."

6.5 Rights of District. To accomplish the purposes stated in the Conservation Easement, the Declarant conveyed the following rights to the District:

[a] To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Declarant or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.

[b] To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement.

6.6 Amendment. The provisions of the Conservation Easement may not be amended without the prior written approval of the District.

ARTICLE V

RESERVED

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

The Board shall have the authority to obtain insurance for insurable improvements on the 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 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.

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 Properties and obtained by the Association shall be vested in the 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.

ARTICLE VII

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner, by acceptance of a deed to any Lot included in the Properties, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association: [1] Reserve Operating Fund Assessments [2] Regular Assessments [3] Special Assessments, [4] Conservation Assessments and [5] 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 [including fees and costs upon appeal], shall be a charge and a continuing lien upon the Lot against which each such assessment is made from the date on which each such assessment is due. Each such assessment, together with interest, late charges, costs and attorney's fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association will be used for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement, maintenance, and repair 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, 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] Installation, maintenance, repair, replacement, lighting, improvement and beautification of road rights of way and easement areas on and to the Common Property, and the acquisition, maintenance, repair and replacement of project identification signs, and directional markers; and

[c] To pay all real and personal property taxes and assessments [if any] separately levied upon or assessed against the Association or the Common Property. Such taxes and assessments may be contested or compromised by the Association. It is the intent of this Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Property constitutes an interest in real property on a proportionate basis appurtenant to each benefited Lot, the value of the interest of each Owner in such property shall be included in the assessed value of each Lot and any taxes levied directly against such community property should be of a nominal nature; and

[d] Installation, management, maintenance, repair, replacement, lighting, operation, improvement and beautification of landscaping and stormwater management system, including, but not limited to, work within retention areas, drainage structures and drainage easements and the Conservation Easement; and

[e] Repayment of deficits previously incurred by the Association and Declarant, if any, in making capital improvements to or upon the Common Property and Easements, and in furnishing services to or for the Members of the Association; and

[f] Funding of appropriate reserves for future repair and replacement of assets, including, but not limited to, the road and drainage system, the entry features and access control gates, fencing, landscaping and irrigation systems; and

[g] Garbage collection and trash removal Common Property and any necessary utility services; and

[h] The cost to obtain insurance for the Association and the Common Properties; and

[i] Doing any other thing necessary or desirable in the judgment of said Association to keep the Properties maintained, repaired, neat, and attractive or to preserve or enhance the value thereof, or to eliminate fire, health, or safety hazards, or to provide utility service to the Lots, or which, in the judgment of the said Association, may be of benefit to the Owners or occupants of the Properties.

Section 3. Reserve Operating Fund Assessments. Upon the closing of a sale of a Lot by the Declarant to an Owner that is not the Declarant and is not a successor of the Declarant that is specifically granted all of its rights and obligations in the instrument of succession or assignment, there shall be paid by said Owner to the Association in a amount equal to Five Hundred Dollars [\$500.00] which amount shall utilized by the Association as a reserve for the use and benefit of the Association toward operating expenses from time to time when the Association has not yet received sufficient funds from other Assessments and should be replenished when other Assessments are received. Said amount shall not be considered as advance payment of any of the other assessments set forth herein below.

Section 4. Regular Assessments. Regular Assessments shall be the combination of the Operating Budget and the Capital Budget which shall be determined as noted herein below. 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 the Operating and Capital Budgets as noted by subparagraphs [a] and [b] below. The initial year Regular Assessment per Lot shall be One Thousand Dollars [\$1,200.00], of which Seven Hundred Dollars shall be for the Operating Budget and Five Hundred Dollars shall be for the Capital Budget.

[a] Operating Budget. The Operating Budget shall cover 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, maintenance and other operating expenses, as well as charges to cover any deficits from prior years.

[b] Capital Budget. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets including, but not limited to, the road and drainage system, the entry features and access control gates, fencing, landscaping and irrigation systems, the expected life of each such asset, and its expected repair or replacement cost. The Board shall set the required annual capital contribution, if any, in an amount which is anticipated to be sufficient to meet the estimated 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.

In order to aid in determination of the Capital Budget as it relates to the road and drainage system of the Properties the Board shall obtain an assessment of the streets and drainage systems by a registered civil engineer a minimum of every fifth year, beginning five [5] years after the Certificate of Completion upon the subdivision improvements has been issued. This inspection shall, using good engineering practice, determine the level of maintenance and identify any needed repairs. This inspection shall be in a written report format. All remedial work recommended by the engineer in any such engineering report shall be completed by the Association within one hundred and twenty [120] days following receipt by the Association of such engineering report unless the recommended remedial work is of such a nature or character as not to be susceptible of completion within said one hundred and twenty [120] day period, in which event, the Association shall commence within said one hundred and twenty [120] day period all actions and measures reasonably necessary to affect completion of the recommended remedial work, and shall diligently and continuously prosecute such actions and measures to completion such that, in any event, the recommended remedial work is completed not later than one hundred eighty [180] days following receipt by the Association of said annual engineering report. All private roads shall be budgeted for resurfacing every twenty [20] years unless the aforescribed annual engineering report makes a recommendation to either shorten or lengthen that timeframe based on the documentation of the conditions as contained in said report.

[c] Adoption of the Budget. The Board shall cause a copy of the budget and the projected assessments to be levied for the following year, to be delivered to each Member no later than sixty [60] days after 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 of the votes of at Members holding at least two-thirds [2/3] of the votes of the membership 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] Effect on Declarant. Notwithstanding any provision that may be contained herein to the contrary, for as long as Declarant [or any of its affiliates] is the Owner of a minimum of three [3] Lots, the Declarant shall have the option, in its sole discretion, to: [i] pay assessments on the Lots owned by it; or [ii] not paying assessments on any Lots and in lieu thereof funding any resulting deficit in the Association's Operating Budget [but not the Capital Budget]. The deficit to be paid under option [ii] above shall be the difference between [i] actual operating expenses of the Association [exclusive of capital improvement costs and reserves] and [ii] the sum of all monies receivable by the Association, excluding that portion of the Regular Assessments collected for the Capital Budget but including, without limitation, all other assessments, interest, late fees, fines and incidental income and any surplus carried forward from the preceding year[s]. Declarant may from time to time change the option stated above under which Declarant is making payments to the Association by written notice to such effect to the Association. When all Lots within the Properties are sold and conveyed to Owners by the Declarant, neither the Declarant, nor its affiliates, shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

Section 5. Special Assessments. In addition to the Regular 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, including the necessary fixtures and personal property related thereto, and 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, other unexpected costs or expenses, or for any other use or purpose deemed desirable or appropriate by the Board or Directors; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members who are in attendance and voting in person or by proxy at a meeting duly called for said purpose.

Section 6. 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 Lot pursuant to the standards set forth in this Declaration, or any expense or liability incurred by the Association due to the negligence or fault of that Owner, or to reimburse the Association for any damage to any Conservation Easement or Common Property caused by any Owner or its lessee or invitee, or for any other purpose permitted by this Declaration.

[a] In addition to all other remedies provided in this Declaration, the Board, in its sole discretion, may levy an Individual Assessment upon an Owner for failure of the Owner, his family, guests, invitees, or employees, to comply with any provision in this Declaration or the Articles, Bylaws or Rules and Regulations of the Association, provided that the following procedures are followed:

[i] The Association shall notify the Owner of the infraction or infractions. The Notice shall include the date and time of the next Board meeting at which the Owner shall have the right to present testimony as to why the Individual Assessment should not be imposed.

[ii] The noncompliance shall be presented to the Board at the meeting described in the Notice. At such meeting a hearing shall be conducted to obtain testimony as to the levying of a Individual Assessment in the event that it is determined that a violation has in fact occurred. A written decision of the Board shall be submitted to the Owner not later than twenty-one [21] days after the hearing.

[iii] The Board may impose the following fines which shall be treated as Individual Assessments against the Owner in the event a violation is found:

[A] First Noncompliance or Violation. A fine in an amount not in excess of \$100.00.

[B] Second Noncompliance or Violation. An fine in an amount not in excess of \$100.00.

[C] Third and Subsequent Noncompliance Violation or Violations which are of a Continued Nature. A fine in an amount not in excess of \$100.00 for each day the violation continues.

[iv] An Individual Assessment as provided in this Article shall be due and owing not later than thirty [30] days after the written decision is provided to the Owner as provided in Subsection [a] [ii] above.

Section 7. Conservation Assessments. The Association may levy Conservation Assessments upon the Owners to cover the costs incurred by the Association for activities specifically related to the Conservation Easement including maintenance and restoration.

Section 8. Allocation of Regular, Special, and Conservation Assessments among Lots. Regular, Special, and Conservation Assessments shall be assessed against all non-exempt Owners and non-exempt Lots in the Properties at the rate of one twenty-ninth of the Assessment per Lot.

Section 9. Date of Commencement of Regular Assessments; Due Dates; Initial Regular Assessment. The Regular Assessments provided for herein shall commence on the date this Declaration is recorded.

Regular Assessments shall be due January 1 of each year, 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 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 Regular Assessment to be levied for the balance remaining in the first year of assessment shall be the amount of the Regular Assessment provided for in Section 3 hereof pro-rated on a daily basis.

Upon the sale of a Lot by Declarant to an Owner who is not the Declarant or a affiliate of Declarant for which the Declarant elected not to pay assessments as per Section 4[e] hereof, a daily pro-rated amount of the then in effect Regular Assessment shall be due for the balance remaining in the year.

Section 8. 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 9. 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. 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, 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 pass to his successors in title, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owners 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 Lot, 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 10. Subordination of the Lien to Certain Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Lot in the Properties.

Section 11. Association Agreements for Use of Common Property. The Board shall have the authority to grant to the Owner and occupants of lands and improvements not subject to the scheme of this Declaration non-exclusive rights of use and enjoyment in and to the Common Properties and improvements thereon in consideration of services, payments, or both, or any other consideration passing to or for the benefit of the Association in such amounts and upon such terms as shall be acceptable to the Board in its discretion. The services therein referred to, may include, but are not limited to, the performance of one or more duties, functions or prerogatives of the Association such as, but not limited to, maintenance or improvement of any Common Property.

ARTICLE VIII EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility. It shall be the affirmative duty of each Owner at all times to keep and maintain each Lot and all improvements thereon, including buildings, landscaping and stormwater drainage and retention improvements located on and serving to drain only its Lot, in good and presentable condition and repair consistent with these restrictive covenants and approved plans and specifications therefore. This duty shall not extend to Common Property which is maintained by the Association. The Association shall have the right to provide exterior maintenance upon any Lot and Improvements thereon in the Properties in the event of default by any Owner in that Owner's duties hereby imposed; subject, however, to the provisions herein below. Prior to performing any maintenance on an Owner's property, 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 thirty [30] days prior written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified repairs or maintenance are commenced within said thirty [30] day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge same to the Owner as an Individual Assessment. Upon failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right, but not the obligation, to enter in or upon any Lot and the exterior of any Improvements located thereon, or to hire personnel 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 not the obligation to do such things as, but not limited to, paint, repair, replace and care for roofs, gutters, downspouts 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, as well as to provide general cleanup, and removal of debris which in the opinion of the Association detracts from the overall beauty and setting of the Properties. The Declarant and the Association, or their agents or employees, shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner or the occupants or invitees of the affected Lot or improvements thereon unless caused by gross negligence or intentional wrongdoing.

Section 2. Assessment of Cost. The cost of the repair or maintenance referred to in Section 1 shall be assessed as in Individual Assessment against the Owner of the Lot or improvements upon which such maintenance is done. Said Individual Assessment shall be secured by a lien upon the affected Lot and Improvements and shall also constitute a personal obligation of the 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 attorney's fees, in the same manner as delinquent Regular 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 Lot and the exterior of any Improvements thereon during reasonable 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 repair the Common Property, and all improvements thereon. Said maintenance obligation shall be deemed to include but not be limited to maintenance, repair and replacement, subject to the insurance and casualty loss provisions contained herein, of roadways, walkways, all utility lines, pipes, wires, glass, conduits, structures, systems, trees, fences, shrubs, grass, streets, parking spaces, walks and other improvements situated upon the said Common Property. All maintenance of each Lot in the Properties and all parts of any Improvements thereon, unless specifically identified as being the responsibility of the Association, shall be the responsibility of the Owner of such Lot.

The Association shall also be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System until such time as said maintenance responsibilities are accepted by Seminole County, Florida. Maintenance of the Surface Water or Stormwater Management System[s] shall mean the exercise of practices which allows the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified as approved by the District.

The Association shall also be responsible for the control and maintenance of the Conservation Easement Area including all land clearing and trimming of vegetation. Control and maintenance shall mean that the Association shall ensure that all restrictions of the Conservation Easement are complied with, including the restrictions on individual lakefront lot owners regarding dock and beach construction. Each individual lakefront lot owner shall supply the

Association with all required surveys, plans, and drawings of the proposed dock or pier and beach prior to commencing construction in the Conservation Easement Area.

The Association shall have a perpetual non-exclusive easement over the entire Conservation Easement Area and shall have the right to enter upon any portion of Lots adjacent to the Conservation Easement Area at a reasonable time and in a reasonable manner to restore any areas within the Conservation Easement Area that may be damaged by any activity inconsistent with terms and conditions of the Conservation Easement.

ARTICLE IX

RESTRICTIVE COVENANTS

The Properties shall be subject to the below stated restrictions, reservations and conditions which shall be binding upon each and every Owner and its heirs, personal representatives, tenants, invitees, successors and assigns. Unless otherwise stated, the ARB may provide a Variance from any restriction, reservation or condition in accordance with the procedure set forth herein below.

Section 1. Buildings. All Buildings must be constructed in accordance with detailed plans and specifications prepared by licensed designers, architects and/or engineers in conformance with all applicable regulations and approved by the ARB prior to the commencement of construction. Accessory Buildings shall be constructed such that they are architecturally similar to and use materials similar, or are complementary in style and materials to the Residence on the Lot except as may be noted otherwise herein. All exterior projections of a building that are not part of its primary structure [including but not limited to mechanical and electrical equipment, pool equipment, well and water supply equipment, gas tanks, fuel tanks, propane tanks, trash bins, cooling towers, transformers, ducts, vents, towers, etc.] shall be screened from the view of any street rights-of-way and adjacent properties by a suitable enclosure constructed of material compatible with that of the building served by such facilities and otherwise acceptable to the Board. Notwithstanding the general or discretionary nature of the ARB's approval process, Owners are hereby placed on notice of the following requirements relating to buildings:

1.1 Minimum Residence Size and Dimensions. No Residence shall be erected or allowed to remain on any Lot unless the following dimensional requirements are met:

[a] Square Footage. The area of the Residence, exclusive of screened or unscreened porches and garages, shall equal or exceed two thousand five hundred [2,500] square feet of heated and cooled living space. The ARB may not grant Variances to this requirement. A Residence of two or more stories shall have a minimum of one thousand five hundred [1,500] square feet on the ground floor.

[b] Width. The width of the Residence, exclusive of screened or unscreened porches shall equal or exceed sixty feet [60'].

1.2 Style. It is the intent of the Declarant that the Properties be developed in a manner of an upscale country and agricultural community with high quality Buildings. In keeping with such manner, the ARB shall encourage Residences and Accessory Buildings whose style

would be commonly described as "country", "cracker," "farmhouse," "southern," "Victorian," and other similar styles and shall discourage Residences whose style would be commonly described as "modern," "contemporary," "palm beach" or other similar styles. Residences whose style would commonly be described as "Mediterranean," "French country" or other similar styles shall be considered on a case by case basis by the ARB. Greater latitude shall be given for Lots 14 through 21 when the proposed Residence and Accessory Buildings are substantially screened from view from the streets of the Properties and adjacent Lots by trees or other natural vegetation or landscaping.

1.3 Orientation. It is intended by the Declarant that Residences and Accessory Buildings be oriented such that the front generally faces a roadway of the Properties. Owners are encouraged to orient Residences and Accessory Buildings to take advantage of natural features of the Properties as well as wind and sunlight patterns, however, the orientation shall be subject to the discretion of the ARB.

1.4 Elevations and Roof Lines. In order to provide architectural interest and to avoid large expanses of unbroken exterior walls and roofs all sides of Buildings most visible from roadways and neighboring Lots shall conform to the following:

[a] Residences. The front and side elevations [excluding sides with garage and/or overhead doors] of Residences on all Lots and the rear elevations of Residences on Lots 14 through 23 inclusive, along a minimum of twenty five percent [25%] of the width of the front and/or rear and a minimum of twenty percent [20%] of the side[s], shall incorporate architectural features appropriate to the style of the Residence that provide variation to the exterior walls and roof such as:

1. Porches, decks, terraces or balconies.
2. Columns.
3. Insets, bays or courtyards.
4. Dormers with or without windows.
5. Multiple gables or hips.
6. Windows, doors or other fenestrations.
7. Other features approved by the ARB.

[b] Accessory Buildings. Accessory Buildings in excess of two hundred and fifty [250] square feet shall meet the requirements of subsection [a] herein above using features similar to or complementary to those used for the Residence:

[c] Agricultural Buildings. Agricultural Buildings in excess of two hundred and fifty [250] square feet shall either meet the requirements of subsection [a] herein above or shall incorporate at least three [3] of the following features:

1. A monitor or gambrel roof.
2. Exterior Dutch stall doors.
3. Cupola with or without weather vane.
4. Exterior hay loft doors.
5. Dormer windows.
6. Gable end windows.
7. Covered porches of at least 4' in depth.

8. Covered entries with a different roof height than the main roof.
9. Alternative feature approved by the ARB.

1.5 Finish materials. The exterior of all sides of all Buildings shall be composed of brick, stone, stucco, painted or stained wood, wood look concrete siding, or a combination thereof. Bare concrete block, "dimensional" or "split" block shall not be permitted. Buildings with exteriors that are primarily of a stucco finish may be required by the ARB, in its discretion, to incorporate areas of other materials to break up large smooth expanses of wall area or to use a textured finish that provides some depth. Buildings of metal exterior construction shall not be allowed. Owners and prospective purchasers are placed on notice that any proposal which contains uncovered, unfinished or exposed metal of any type other than for roof elements shall be strictly scrutinized by the ARB and is not likely to be approved.

1.6 Color. All exterior color and color schemes of Residences and Accessory Buildings shall be subject to the approval of the ARB regardless of the type of exterior materials used and regardless of whether said exterior materials are pre-finished, left natural, painted, stained or otherwise colored.

1.7 Garages and Carports and Overhead Doors.

[a] Location. Garages on Lots 1-3 and Lots 22-29 shall be designed, constructed and maintained in such manner that garage doors thereof do not face and are not visible from any street for persons traveling from Brumley Road into the Properties and from any Residence front entry door to the maximum extent practical. Garage entries should not be a prominent architectural feature of the Residences. The overhead doors of all garages, whether attached or detached, and the overhead doors of outbuildings shall only be permitted at the specific locations noted in the table below unless the ARB, in its discretion, determines that an alternative location would be of such a finished nature or aesthetic quality as to not be offensive or incompatible with other Buildings within the Properties. Carports and unenclosed garages shall be prohibited except carports that are designed in a manner that are architecturally integrated into the Buildings, in which event, they still must be specifically approved by the ARB. The front of any garage, whether attached or detached, shall not extend toward the front of the Lot beyond the front door of the Residence by more than twenty percent [20.0%] of the width of the Residence.

Lot[s]	Front	Side[s]	Rear
1-3	prohibited	S E	
4	prohibited	E	prohibited
5, 6	prohibited	E N	
7	prohibited	SE NE	
8-11	prohibited	S E	
12,13	prohibited	W S	
14-21	NW	NW or SE	SW
22-25	prohibited	SE SW	
26-27	prohibited	S W	
28	prohibited	S W	
29	prohibited	S	prohibited

[b] Size. Each residence shall have a garage designed to accommodate a

minimum of a two passenger vehicles and such garage must be maintained and operated as such at all times. Garages designed to accommodate more than four [4] passenger vehicles must be specifically approved by the ARB. Each garage shall have the following minimum dimensions for passenger vehicle accommodation, as measured from the inside walls and doors, excluding any walkways, storage areas and other areas not intended to accommodate passenger vehicles: a length of twenty one feet [21'] and a width of eleven feet [11'] per passenger vehicle. Garages designed to accommodate only two [2] passenger vehicles must also incorporate a storage area of a minimum of two hundred and fifty [250] square feet. Garages may also contain additional appropriately sized storage rooms, recreational workshops and tool rooms as approved by the ARB. Garage doors shall have the following minimum dimensions for the first two [2] passenger vehicles: a width of nine [9'] for single vehicle use or a width of eighteen Feet [18'] for two [2] vehicle use.

1.8 Roofs and Roof Structures. The primary rooflines of all buildings shall be of a minimum pitch of six [6] inches of rise for each twelve [12] inches of run [commonly known as "6-12"]. If approved by the ARB, portions of Roofs may be flat for buildings of two or more stories provided that a facade architecturally integrated with the rest of the building is incorporated such that the roofing materials and roof-top mechanical equipment are not visible from the ground level. All roofs must be finished with clay tile, cement tile, slate, standing seam copper, steel or aluminum, cedar shake shingle, twenty five [25] year architectural dimensional asphalt shingle or other high quality finish material approved by the ARB. No antennas, aerials, windmills, appliances, rooftop attic ventilators, fans, solar collector panels or other rooftop installations or structures of any type shall be placed, located, erected, constructed, installed or maintained upon the exterior roof of any building unless the same is first approved in writing by the ARB and shall otherwise be placed, located, erected, constructed, installed or maintained in such manner that the same is not visible from any street or neighboring residences. The foregoing shall not be deemed to prohibit ridge vents, off ridge vents, plumbing stacks, oven exhausts and other such items that are required by governmental regulations, are intended to improve heating or cooling efficiency or otherwise are included due to generally accepted good building practices.

1.9 Windows. All windows shall be of a material and style approved by the ARB. In no event shall raw aluminum or silver aluminum windows be permitted.

1.10 Awnings, Shutters and Exterior Window Coverings. The material and style of all awnings, canopies, shutters and other exterior window coverings including hurricane and storm shutters, shall be architecturally integrated with and appropriate to the style of the Buildings on which they are used and shall be subject to the approval of the ARB. Hurricane and storm shutters that are not architecturally integrated but which may be required for protection from storms shall be permitted only during the period of any such storm or official warning thereof.

1.11 Reflective or Mirrored Glass. No reflective or mirrored glass shall be used on or in the windows or doors of the Buildings. No heavily tinted windows or doors shall be permitted unless first approved by the ARB in writing. The foregoing is not intended to prohibit low emissivity or energy efficient glass.

1.12 Setbacks.

[a] Residence. The Residence, together with the appurtenances thereto,

shall have the setbacks set forth hereafter, which unless otherwise stated are based upon distance from Lot lines. When distances are stated from a Lot corner the setback line shall be tangent to the Lot line on which the corner lies. In the event that the setback requirements established by Seminole County, Florida or any legally binding recorded document prohibiting construction within certain areas exceed these setback requirements, the more intensive requirements shall control.

Lot[s]	Front	Side	Rear
1	100'	S: 50'; N: OSE	OSE
2	100'	50'	OSE
3	100'	50'	OSE
4	100' [both frontages]	N and E: 50'	N/A
5	100'	50'	50'
6-12	100'	50'	OSE
13	100'	50'	OSE & 25' from CE
14	270' from S CE	W: 25'; E: CE	25' from S CE
15	270' from CE	15'	25' from CE
16	300' from NW COR	15'	25' from CE
17	220' from NW COR	15'	25' from CE
18	220'	15'	25' from CE
19	200' from NW COR	15'	25' from CE
20,21	200'	15'	25' from CE
22	75'	25'	25' from CE
23	75'	25'	25' from CE
24	75'	25'	350' from road
25	75'	25'	230' from road
26, 27	75'	50'	270' from road
28	75' [entire frontage]	W: 25'; S: 50'	W: 25'; S: 50'
29	75' [entire frontage]	W: 10'; N: 50'	W: 10'; N: 50'

* CE = Conservation Easement, COR = corner, OSE = Open Space Easement

[b] Accessory Buildings. All Accessory Buildings shall have the same setback as established herein above for the Residence unless the ARB, in its discretion, determines that the proposed Accessory Building is of such location, finished nature or aesthetic quality as not to be offensive or incompatible with other buildings within the Properties. The foregoing is not intended to prohibit the location of well houses outside the setback areas when such location is necessary due to technical or regulatory reasons and such location is deemed appropriate by the ARB.

[c] Agricultural Buildings. Agricultural Buildings must have the same setback as established herein above for the Residence unless otherwise stated in this subsection. On Lots 1 through 3 and 6 through 12 Agricultural Buildings must be located within the first one hundred [100] feet of the Agricultural Building Area of the Open Space Easement Area except in the event they are in collectively in excess of three thousand [3,000] square feet per Lot, in which event the excess may be adjacent to the Agricultural Building Area outside the Open Space Easement Area. On Lots 15-21 the front setback for Agricultural Buildings shall be 50' closer to the road than the front setback of the Residence. On Lots 24 through 26 the rear setback for Agricultural Buildings shall be 25' from the Conservation Easement.

Section 2. Driveways. Vehicular access to each Lot shall be through or over such driveway or driveways as shall be approved by the ARB prior to construction. The location, size, angle of approach and turn radii of all driveways shall be subject to the approval of the ARB. Culverts and culvert crossings from the roadways of the Properties to the Lots shall be constructed in accordance with the typical culvert plan attached hereto as Exhibit "D". The culvert pipe, mitered end sections, and properly compacted base material shall be installed prior to commencement of construction of any Building and in such location that the driveway opening in the street fencing [if any] coincides with existing fence posts to the maximum extent possible. All driveways, turnarounds and parking areas serving the main Residence shall have a base of lime rock, crushed concrete or other hard compactable material approved by the ARB and shall be constructed of a hard dust-free material approved by the ARB such as asphalt, concrete, paver stones or bricks. Each driveway shall extend the entire distance from the paved roadway to the garage doors of the Residence.

Section 3. Lots and Landscaping. Lots and the landscaping on each Lot, whether Improvements have been constructed or not, shall be continuously maintained in good, aesthetically pleasing condition by the Owner thereof. Owners shall maintain their Lots and landscaping by mowing and edging to prevent overgrowth. Trees and shrubbery shall be maintained to prevent obstruction of roads and walkways. All landscaped and grassed areas on each Lot that are not drought tolerant or within the Agricultural Use Area of the Open Space Easement 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 shall be installed prior to occupancy or completion of any Buildings [as evidenced by a certificate of occupancy or its equivalent], whichever occurs first. Artificial vegetation on the portion of any Lot outside Buildings shall be prohibited unless specifically approved in writing by the ARB.

Each Lot shall be landscaped in accordance with a landscape plan which shall be approved by the ARB. The following rules shall generally apply to and shall be a part of any landscape plan submitted to the ARB:

[a] Open Areas and Irrigation Systems. All Open Areas shall be landscaped. All landscaped and grassed Open Areas that are not drought tolerant shall be watered or irrigated by means of an automatic underground irrigation system. This subsection shall not be deemed to require irrigation of the Protected Property within the Open Space Easement. All irrigation systems shall have a rain sensor.

[b] Tree Removal. No existing tree of greater than three inch [3"] caliper shall be removed unless its canopy is inside or within ten feet [10'] of an area proposed for construction of a Building, pool, accessory structure, vehicular use area, underground utility area [including septic tanks and drain fields], or it is dead, diseased or poses an imminent danger. No trees of greater than three inch [3"] caliper may be removed from the side setback areas unless the ARB, in its discretion, determines that proposed removal will not negatively impact the aesthetic and functional qualities of the side buffer areas. In the event that the ARB does approve such removals, it may require plantings of other appropriate vegetation to mitigate the impact.

[c] Tree Planting. Prior to obtaining a certificate of occupancy for a Residence the Owner of each Lot shall plant at a minimum of five [5] trees having a minimum caliper of two inches [2"] unless such plantings are impractical due to extensive existing tree coverage. The planted trees shall consist of those species noted in the Seminole County Land Development

Code Section 60.23[b] [in effect as of the date of this Declaration, or its successor Section, if applicable]. A mix of at least three [3] of the noted species shall be planted and no other species shall be permitted unless approved by the ARB and Seminole County.

[d] Plant materials. Plant materials shall equal or exceed the standards for Florida No. 1 and given in "Grades and Standards for Nursery Plants", Part I and Part II, State of Florida, Department of Agriculture, and any amendments thereto. The plant material shall not include the Ear Tree [Enterolobium Cyclocarpum], Australian Pine [Casuarina Equisetifolia], Chinese Tallow [Sapium sebiferum] or Brazilian Pepper [Schinus Terebinthifolius] or other material deemed by the ARB to be a detriment to the Properties. No plant species prohibited by the Florida Department of Environmental Protection, the Florida Department of Agriculture, or the Seminole County shall be planted.

[e] Variance. The ARB reserves the right to modify the application of the provisions of this Section where the characteristics of a Lot and its Improvements makes impracticable to comply with these provisions or where such layout requires additional landscaping. Owners are encouraged to protect trees of twenty-four inches [24"] or greater diameter and may be granted relief from other provisions of this Article by showing where such relief protects said trees.

Section 4. Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be allowed which interferes with the peaceful possession and proper use and enjoyment of the Properties, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot or any improvements thereon or of the Common Property, nor any part thereof, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Properties 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 Lots or Common 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. The normal activities during construction of a Building or other structure shall not violate the prohibition contemplated herein when such activities are conducted during daylight hours.

Section 5. 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 such matters as air conditioning units, temporary structures, nuisances, garbage and trash disposal, parking, vehicle traffic and the state of repair of vehicles, tree removal, gutters, pets, television antennae, and fences. 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 augment or clarify the terms of this Declaration or any provision, covenant or restriction herein contained but may not be more restrictive or impose additional restrictions. Copies of such rules and regulations shall be made available to each Owner prior to the time same became effective.

Section 6. Garbage and Trash. No trash, garbage, refuse or other waste material ["Waste"] shall be placed or stored on any part of the Properties except in covered or sealed sanitary containers. All such sanitary containers must be stored within a Building, or placed within an enclosure or concealed by means of a screening wall of material similar to and

compatible with that of a Building. These elements shall be integrated with the overall scheme of the Building plan, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. All Waste should be removed from a Lot on a regular basis.

Section 7. 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 ARB.

Section 8. Vehicles and Repair. No Vehicles may be kept or parked on any Common Property. Unless otherwise stated herein no Vehicles shall be kept or parked on any Lot unless they are inside a Building or hidden from view from all roadways and from all other Lots to the maximum extent practical by Buildings, landscaping or other screening that has been specifically approved for such purpose by the ARB. Additional rules and regulations regarding use, repair and storage of vehicles in the Properties may be promulgated from time to time by the ARB.

[a] Exceptions. Passenger Vehicles of the Owners, their tenants, invitees and guests may be parked in the driveways or parking areas of a Lot. Commercial Vehicles may be temporarily parked in such driveway or parking area during the times necessary and to provide pickup, delivery, repair and maintenance services to a Lot. Commercial Vehicles may be kept or parked on a Lot on which bona fide ongoing construction activity approved by the ARB is taking place when necessary for such construction. Boats and personal water craft belonging to the occupants of a Lakefront Lot may be parked at its dock or when in use, at the adjacent beach. Recreational Vehicles such as motor homes and campers belonging to overnight guests of Owners may be kept or parked on a Lot for a cumulative or continuous period not exceeding forty-eight [48] hours in duration during a period of one [1] week commencing upon the beginning of the period during which the Recreational Vehicle was first parked, but not more frequently than four [4] times in each calendar year.

[b] Service and Repair of Vehicles. No Vehicle shall be dismantled, abandoned, serviced, rebuilt, repaired, or repainted on a Lot nor shall any Vehicle on which such activities are taking place or have taken place be parked or stored on a Lot, unless such activities take entirely within and fully enclosed by a Building. The foregoing provisions shall not be deemed to prevent or prohibit those activities normally associated with and incident to the day-to-day maintenance, washing, waxing and polishing of such vehicles.

[c] Recreational Use. No Vehicle may be used within the Properties for recreational activities with the exception for boats and personal water craft used in Lake Mills. Recreational activities include but are not limited to four-wheeling, racing, off-roading and other such activities.

[d] Violations. Any Vehicle kept, parked, stored or used in violation of these restrictions or in violation of any rule and regulation adopted by the Association concerning the same may be towed away or otherwise removed by or at the request of the Association without notice to the Owner and at the sole expense of the Owner of the Lot upon which such violation occurred. In the event of such towing or other removal, the Association, and its employees or agents shall not be liable or responsible to the owner of such Vehicle for trespass, conversion, or damages incurred as an incident to or connected with the removal or otherwise;

nor shall the Association, its employees or agents be guilty of any criminal act or have any civil liability by reason of such towing or removal.

Section 9. Temporary Improvements. No buildings, structures, Improvements or other facilities of a temporary nature, including trailers, tents or shacks, shall be permitted on a Lot; provided, however, that temporary Improvements or facilities used solely in connection with and during the period of the construction of approved permanent Improvements may be permitted during the period of the construction so long as they are located as inconspicuously as possible and are removed immediately following completion of such construction and so long as construction is diligently pursued on a continuous basis.

Section 10. Exterior Lighting. Exterior lighting or illumination of building, parking areas, service areas, sidewalks and driveways on a Lot shall be designed and installed so as to avoid glare [direct or reflected] visible from street rights-of-way, adjacent properties and the Conservation Easement. All exterior lighting shall be noted on plans submitted to the ARB and shall be described as to type, height, size, and intensity. The ARB may, in its sole discretion, modify or condition lighting plans so as to avoid a nuisance to adjoining Common Property or Lots. All on-site exterior lighting shall conform to the requirement of the Seminole County as well as the following criteria:

[a] Illumination onto adjacent properties or the Conservation Easement shall not exceed 0.5 foot-candles.

[b] Cut-off fixtures are required to conceal the actual source of the light which reduces glare and to direct the light to specific areas while shielding other areas.

[c] Lighting on the sides of any Buildings or other Improvements that face the Conservation Easement shall be by indirect means and shall be limited in intensity when said areas are not in use.

[d] Lighting on any walkways, docks, or piers within the Conservation Easement shall only be used when said facilities are occupied or as may be required by law, statute, or rule for navigational safety purposes.

Section 11. Mailboxes. The location, design, color, materials, size and height of all mailboxes shall be approved by the ARB. All mailboxes signs shall comply with applicable County and USPS regulations.

Section 12. HVAC Equipment. All HVAC equipment which is visible on the exterior of any Building shall be screened from view to the maximum extent practical from the roadways and other Lots by architectural features of Buildings and/or landscaping. The ARB may prohibit window or through the wall mounted HVAC units.

Section 13. Drainage Structures. No person [other than the Declarant], without the prior written approval of the ARB shall obstruct, alter or in any way modify the method and/or structures of drainage utilized either now or hereafter installed on and over any Lot, Common Property; nor shall any person erect, place or maintain any structure which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

Section 14. Antennas, etc. No antennas, aerials, discs, dishes or other devices for the transmission or reception of radio or television signals or any other form of electromagnetic radiation or communication shall be erected, constructed, installed, used or maintained outside of any building or structure whether or not same is attached or detached from a building or structure unless first approved by the ARB. Dishes of up to eighteen inches [18"] in diameter shall be permitted when they are installed in a location that minimizes their visibility from the roadways of the Properties or adjacent Lots to the maximum extent practical.

Section 15. Subdivision. The Properties are intended to be subdivided into twenty nine [29] Lots by the Declarant. No part of the Properties shall be further subdivided.

Section 16. Excavation, Stockpiling and Ponds. 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 backfilled and disturbed ground shall be leveled, graded and seeded, as provided on the approved plans for landscaping. Stockpiling of excavated materials or construction materials brought to the Lot shall be prohibited subsequent to the completion of Construction. The forgoing shall not be construed to prohibit private ponds from being constructed on the Lots, except that the location, size, depth, and edge treatment of such ponds shall be subject to the approval of the ARB.

Section 17. Swimming Pools, Pool Decks, Patios and Enclosures. Swimming pools and adjacent pool decks, patios and screen enclosures must be of a design approved by the ARB and shall be located behind the rear elevation of the Residence and within the established Residence setbacks. Above ground swimming pools are prohibited except for small portable pools. No swimming pool shall be enclosed by a screen or other enclosure, unless same shall be located entirely within an extension of the side walls of a Residence or Accessory Building and below the peak roof line of such Building.

Section 18. Storage Areas.

[a] Unless specifically approved in writing by the ARB, no materials, supplies or equipment [except during construction of Improvements] shall be stored in any area of any Lot except inside an approved and enclosed building, or behind a visual barrier screening such areas from the view of adjoining Lots and any street.

Section 19. Utility Service. No "service lines" shall be constructed, placed or maintained anywhere in or upon the Properties unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on Buildings or other approved Improvements; provided electrical transformers may be permitted if properly screened and approved by the ARB. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved Improvements. As used herein, the term "service line" shall include lines, wires, or other devices for the communication or transmission of electric current or power on any Lot or part thereof, including without limitation, telephone and television signals. As used herein, the term "transmission line" shall include such master lines, wires, etc., as transmit the current or power to the Lots or parts thereof, from which the "service lines" run.

Section 20. Changes to Development Plan. No Owner shall seek directly or indirectly to

change or amend any aspect of the Development Plan when such change or amendment would in any manner affect any part of the Properties lying outside of that Owners Lot, including, but not limited to, any change in permitted density of development, permitted land use, stormwater drainage requirements or would otherwise restrict any other Owner's full use or enjoyment of their Lot as provided in the Development Plan.

Section 21. Fences, Walls and Gates. All fencing, walls, other enclosures and gates shall be of such location, dimension, composition and configuration as approved by the ARB and shall meet the general criteria set forth herein below.

Section 21.1 Roadway Fencing. Fencing installed along roadways and easement areas by the Declarant or the Association are Common Property and may not be altered without a Variance granted by the ARB with the exception of installation of driveways and walkways at locations approved by the ARB.

Section 21.2 Perimeter Fencing. Fencing around the perimeter of each Lot [with the exception of the road frontage] shall meet the following criteria.

[a] Height. The height shall not be less than four [4] feet and no greater than five and one half [5 1/2] feet. Where fences of dissimilar heights meet, the higher fence shall be transitioned lower to the lower fence such that it matches at a corner post. The transition shall be constructed in a manner approved by the ARB.

[b] Materials. Fences shall be constructed of treated or rot resistant wood, ultra-violet resistant vinyl, aluminum, or steel. Woven wire fencing may be used in conjunction with wood fencing when installed between the posts and the rails, however, the wire must be aluminum coated, galvanized or vinyl coated [black or dark green only]. The ARB may establish other criteria for wire fencing such as minimum and maximum wire gauge and/or grid spacing. Owners are put on notice that the ARB may require replacement of any woven wire fencing that rusts, tears or otherwise degrades.

[c] Style and Dimensional Requirements. Fences constructed of wood or vinyl shall be of "post and rail" style and shall have a minimum of three [3] and a maximum of four [4] boards and may either be ranch style [parallel boards] or cross-buck style [two center boards crossing in a four board fence] and shall have posts sized no less than 4"x4" and spaced a maximum of eight feet [8'] apart. Fence boards shall have a minimum width of six inches [6"']. Fences constructed of aluminum or steel shall be of an ornamental style approved by the ARB. All dimensions noted herein above shall be standard lumber sizes.

[d] Opacity. Fences shall not exceed an opacity of forty percent [40%].

[e] Color and Finish. Fences shall be black, white, grey, natural wood color or may match the colors of the buildings on the Lot when specifically approved by the ARB. Wood fences shall be finished with a high quality exterior grade wood paint or stain. No unfinished aluminum or steel fencing will be allowed.

[f] Gates. Gates must be of a material, style and design that matches or complements the fence as determined by the ARB. The use of cattle type gates along the roadways shall be prohibited.

Section 21.3 Interior Fencing. Fencing that is not along the perimeter boundary of a Lot shall meet all of the same criteria as Perimeter Fencing with the exceptions and additional criteria noted below.

[a] Chain link fences. Chain link fences may be approved by the ARB for use behind the rear elevation of the Residence, inside rear yard extensions of the side elevations of the Residence and adjacent Accessory Buildings and within the setbacks provided for the Residence. Chain link fences shall be rust-proof and black or dark green vinyl coated.

[b] Privacy Fencing. Privacy fencing, i.e., fencing with an opacity exceeding forty percent [40%], shall be permitted to surround pool areas or to enclose domestic pets. Such fences shall not exceed six feet [6'] in height, shall be located behind the rear elevations of the Residences and adjacent Accessory Buildings, inside rear yard extensions of the side elevations of Residences and adjacent Accessory Buildings and within the setbacks provided for The Residence. Privacy fencing of a vinyl, treated or rot resistant wood composition may be used, however, horizontal supports and posts shall be faced inward, [i.e., toward the surrounded yard area]. Wooden privacy fences are not required to be finished but shall be maintained such that they are clean and free of mildew and rot.

[c] Height. Ornamental, garden or front yard fencing may have a height of less than four feet [4'].

[d] Cross Fencing. Cross fencing generally parallel to roadways shall be prohibited closer than one hundred feet [100'] from the front Lot lines. Every road frontage shall be considered a front of a Lot for the purposes of this subsection.

Section 21.4 Walls. Walls of up to six feet [6'] in height shall be permitted when used to surround courtyards, private gardens, and other similar features when they are designed and constructed such that they are architecturally integrated with the Residence and Accessory Buildings as determined by the ARB and are within the setback areas established for the Residence.

Section 22. Wells, Septic Tanks and Drainfields. The locations of all wells and septic tanks must be approved in writing by the ARB to ensure their compatibility with adjacent Lots, regardless of whether or not the adjacent Lots have Improvements thereon. Individual septic tanks and drainfields located on the Lots must be designed and constructed such that [i] electric pumps are not required and [ii] the finished grade of the lot at the location of said septic tank and drainfield is not elevated above the base elevation of the building to be constructed on the Lot, i.e., not mounded. In the event that the foregoing provisions can not be reasonably met due to regulatory or technical reasons the ARB may grant a Variance and require such mitigating provisions as it deems necessary to provide for a design that compatible with the Improvements and natural features of the Lot and surrounding Lots.

Section 23. Animals and Pets. No animals of any kind shall be kept except as set forth hereinafter. Raising Large Farm Animals is allowed, but not in excess of the number per Lot noted below. Other non-domestic animals, dogs, cats, domestic birds and other domestic pets may be kept on a Lot for the pleasure and use of the occupants subject to the provisions herein below. If any permitted animal shall, in the reasonable opinion of the ARB become dangerous or

create a nuisance affecting the Owners of other Lots then the ARB may regulate them in accordance with Section 4 above or require their removal. Nuisances shall include but not be limited to: raising or using animals for commercial purposes, overgrazing of pasture lands, animals that regularly stray onto other Lots or Common Property, overly aggressive animals, animals emitting noxious odors, animals with unkempt appearances and animals making excessive sounds. Domestic pets shall be kept in enclosed facilities after dark. The following limitations on the number large farm animals shall apply:

Lot #[s]	# of Large Farm Animals
1 - 3, 9 and 10	3
4, 5, 12, 13, and 19-29	1
6, 8 and 11	4
7	6
14-18	2

[a] Variances. Following the procedures set forth herein below, the ARB may, but shall not be obligated to, grant temporary or perpetual variances to the foregoing limitations on the number of animals when the Owner of a Lot demonstrates that measures will be taken to ensure that they will not interfere the other Owners use and enjoyment of their Lots. The granting of such a variance may include performance conditions, shall not relieve the Owner of its obligation to ensure such animals do not become dangerous or create a nuisance, and shall not in any way diminish ARB enforcement rights.

Section 24. Lakefront and Conservation Lots. As to portions of the Property which have a border contiguous to any lake or other water body within the Property, the following restrictions shall be applicable:

[a] All activities within the Conservation Easement must be conducted in compliance with the terms and conditions of the Conservation Easement and the covenants set forth therein.

[b] All docks and piers shall be erected, placed, altered, and/or maintained on the shore of the lake subject to, and in compliance with, any and all governmental approvals and permits that may be required, and the standards and criteria specified in paragraph 3 through 5 of the Conservation Easement. No other structures may be erected, constructed, or placed within the limits of the Conservation Easement.

[c] No boat, boat trailer, or vehicular parking or use of the lake slope or shore areas shall be allowed on any Lot which is not in compliance with Section 8 herein and paragraphs 3 through 5 of the Conservation Easement.

[d] No liquid or solid waste, litter or other materials may be discharged into/onto of thrown into/onto any lake or other body of water or on the banks thereof.

[e] There shall be no clearing or construction activity within an area twenty five [25'] in width landward of the Buffer until such time as plantings within the Buffer become fully established as determined in writing by the District. This area shall be known as the "Temporary Buffer"

Section 25. Conservation Easement and Vegetative Natural Buffer. There shall be set aside a permanent vegetative natural buffer as provided for in permit number 4-117-70942-1 issued by the District [the "Permit"]. The Buffer, which is within the Conservation Easement, is part of the surface water management system authorized by the Permit with the purpose of detaining and treating stormwater prior to drainage off site or into wetlands or water bodies. Except for activities specifically authorized by the Permit, all clearing, filling or excavation, disturbing of native vegetation, planting of vegetation, sodding, irrigating, fertilizing, pest control, application of any herbicides, pesticides, fungicides, and constructing of fences are prohibited in the Buffer and the Temporary Buffer until the plantings within the Buffer have become fully established as provided in Subsection 24[e] above.

Section 26. Play Structures, surfaces, and yard accessories. All play structures, surfaces and yard accessories including, but not limited to basketball courts and backboards, tetherball and any other fixed games, tennis courts, swing and play sets, tree houses and forts, trampolines, volleyball and badminton courts and other similar items shall be located behind or to the side of the Residence, or in front of the Residence but within the setback lines established for the Residence when substantially screened from view of the roadways in the Properties. This subsection shall not be deemed to prohibit temporary placement of non-fixed games.

Section 27. Clotheslines. No outdoor clotheslines or other laundry drying facilities shall be permitted in the Properties.

Section 28. Hunting and Shooting. Hunting and shooting of firearms shall be prohibited on the Properties.

Section 29. Fires and Burning. Fires and burning of branches, trash, leaves, clippings, and other debris and refuse shall only be conducted in compliance with governmental regulations, within minimally vegetated open areas, and in a manner that such activities do not create a significant nuisance or danger to adjacent Lots or Common Properties and the improvements thereon. Excessive or toxic smoke or imminent danger of a starting a fire on an adjacent Lot of Common Property shall be considered a significant nuisance. No such burning shall be conducted unless the Owner is present at all times and a method of extinguishing the fire is immediately available.

Section 30. Signs. Advertising signs, other than ground or post mounted real estate signs of two [2] square feet or less and its riders shall be prohibited. Real estate signs shall only be permitted when a Lot is for sale or lease. The foregoing shall not prohibit signs used by the Declarant in the marketing of the Properties which may remain in place until the Declarant sells all of its Lots.

Section 31. Reserved.

Section 32. Reserved.

Section 33. Reserved.

Section 34. Damage to Improvements. In the event of damage or destruction to any Improvements on a Lot, commencement of demolition or reconstruction must be diligently and continuously prosecuted to the end that Improvements shall not remain in damaged condition any longer than is reasonably necessary for completion of said demolition or reconstruction. Reconstruction must be completed such that the Improvements that do not comply with the

original ARB approval must obtain ARB approval.

Section 35. Government Regulations. Nothing in this Declaration shall exempt the Properties, Owners, or the Association from any governmental regulations. In those instances where the restrictive covenants set forth herein establish standards which are more restrictive than those of applicable governmental authorities, the restrictive covenants shall take precedence and prevail. Conversely, in those instances where the ordinances, regulations and requirements of applicable governmental authorities establish standards which are more restrictive than the covenants set forth herein, governmental regulations shall take precedence and prevail.

Section 36. Design Review. No construction, reconstruction, or exterior alteration of Buildings, accessory structures, pools, docks, utilities, signs, pavement, fencing, landscaping and other Improvements may be initiated without the review and prior approval of the plans and specifications for such construction or alteration by the ARB. The ARB may condition any design approval for any other matter which is required or permitted to be approved in this instrument by the ARB on such reasonable requirements with respect thereto as it, in its sole discretion, may deem appropriate, taking into account the nature of the materials to be used, the nature of the Lot and of other Lots within the Properties and any other particular information as the ARB may deem relevant to its consideration. Two [2] complete sets of the following material shall be submitted to the ARB for its consideration in the approval process prior to the commencement of any construction on a particular Lot:

[a] Preliminary and final architectural plans for all proposed Buildings and other Improvements proposed to be constructed on the Lot.

[b] Floor plans, cross sections, and elevations of all sides of any proposed Buildings or any other Improvements to be constructed on the Lot, including proposed external screening.

[c] Samples, or representative samples, or photographs of all materials proposed for use on exterior surfaces of all Buildings and Improvements, including colors and textures.

[d] Grading, paving and drainage plans, and a planting, landscaping and irrigation plan, including the location of all screen walls and fences, for an analysis of the adequacy of visual screening, erosion control and landscape architectural design, including a tree and topographic survey showing natural grades, existing trees over 3" in caliper and natural growth.

[e] A site plan showing the location of the utility lines, facilities and proposed utility easements.

[f] A site plan and plans for all proposed septic tanks and drainfields specifically showing finished grade of the Lot at the location of such septic tanks and drainfields.

[g] Plans for all proposed activities within the Conservation Easement as permitted by Paragraph 3 of the Conservation Easement, a copy of which shall also be provided to the District upon approval by the ARB.

[h] Any other information reasonably required by the ARB in order to

ensure compliance with the covenants, conditions, restrictions, and other requirements contained in this Declaration.

[i] A deposit in the amount of five thousand dollars [\$5,000.00] to be held by the Association, hereinafter the "Construction Deposit," said funds to be treated as per Subsection 36[c] herein below. The Construction Deposit may be waived for Improvements meeting the following requirements: The Improvements do not involve the initial construction of a Residences, or in the opinion of the ARB or evidenced by signed contracts, the Improvements will cost less than Twenty Five Thousand Dollars [\$25,000.00] and constructing the Improvements will not involve the use of heavy equipment. The Board, upon a majority vote, may revise the Construction Deposit and Twenty Five Thousand Dollars [\$25,000.00] maximum amounts stated herein upward on an annual basis, such increases not to exceed an aggregate of ten percent [10.0%] per year.

The ARB shall either approve, disapprove or request more specific information regarding any plans or other materials submitted to it within thirty [30] days from the date of submission. The failure of the ARB to either approve, disapprove or request more specific information regarding the same within such thirty [30] day period, shall be deemed to be and constitute an approval of said plans or other materials but shall not relieve any Owner of its obligation to comply with the covenants, conditions, restrictions and other requirements contained in this Declaration except as the same may be modified by Variances, exceptions or waivers granted by the ARB. Approval shall be effective for a period of one [1] year from the date the approval becomes effective. If construction has not commenced within said one [1] year period, the approval shall expire, and no construction shall thereafter commence without a reapplying to the ARB. Nothing herein contained shall be construed so as to require the approval of the ARB for the alteration of only the interior of an existing Building unless any planned interior alteration will substantially change the primary use of the Building affected by such alteration.

Prospective purchasers of Lots within the Properties are specifically advised that the ARB approval process is subjective in part because it deals with matters of aesthetics and taste. The variety of types of buildings and construction styles which are likely to occur within the Properties does not lend itself to a single rigid set of standards and many of the decisions to be made are discretionary. Purchasers are cautioned that they should submit plans for review prior to purchasing a Lot if they want to be sure of approval of a particular set of plans. Failure to submit plans prior to closing shall be deemed an acknowledgment and consent to the fact that some aspects of the plan approval are purely discretionary, and the Owner will be deemed to have waived any objection to same. Declarants' action in closing on a Lot does not guarantee approval of a particular set of plans, nor does the fact that a particular set of plans complies with the legalistic requirements of this Declaration insure approval if the plans are otherwise detrimental or incompatible with the Properties.

Section 36.1 Completion of Construction. After commencement of construction, reconstruction, or exterior alteration of any Improvements on a Lot, such construction, reconstruction, or exterior alteration shall be diligently and continuously prosecuted to the end that Improvements shall not remain in an unfinished condition any longer than is reasonably necessary for completion thereof, but in no event longer than a period of fifteen [15] months. The Owner of a Lot on which Improvements are being constructed shall at all times during the construction period keep all streets or roads contiguous or adjacent to the Lot free from any dirt, mud, garbage, trash or other debris which might be occasioned by such construction.

Section 36.2 Restoration of other Lots, Common Property and Utility Easements. In the event of disturbance to any other Lot or its Improvements, or any Common Property, including, but not limited to, the entry feature, the roadway and drainage system, fencing, sidewalks, other common improvements, utility lines, the landscaping and irrigation system located on, in, or under the Common Property and Easements in connection with construction, reconstruction, or exterior alteration of any Improvements on a Lot [hereinafter the "Disturbances",] the Owner of a Lot on which Improvements are being constructed shall restore the disturbed area to its condition prior to the disturbance.

Section 36.3 Construction Deposit. After the completion of construction [as evidenced by issuance of a certificate of occupancy by Seminole County, Florida or other applicable instrument for Improvements other than Buildings] and no later than fifteen [15] days subsequent to the written request of an Owner, the ARB shall review and assess if the Building or Improvements were completed in accordance with the plans as approved by the ARB and if any Disturbances [as defined in Section 36.2] were caused by the construction. The ARB shall provide the requesting Owner written notice of the said assessment and simultaneously provide a copy of said written notice to the Board and the disposition of the Construction Deposit shall be in accordance with the following provisions:

[a] No Disturbances. If the written assessment found that there were no Disturbances the Association shall return the entire Construction Deposit the Owner no later than fifteen [15] days subsequent to receipt of the said written assessment unless it is to be retained in accordance with Subsection [c] herein below.

[b] Disturbances. If the written assessment found that there were Disturbances, the Association shall give notice to the Owner specifying the Disturbance[s] and the action required to abate the Disturbance[s]. If the Disturbance[s] are abated by the Owner within fifteen [15] days from the giving of the Notice, the Construction Deposit shall be returned to the Owner unless it is to be retained in accordance with Subsection [c] herein below. If the Owner does not complete all of work necessary to abate the Disturbance[s] within fifteen [15] days from the giving of the Notice, the Association shall take the necessary action to abate such disturbance, and all costs associated with such restoration shall be deducted from the Construction Deposit and the balance of the Construction Deposit, if any, shall be refunded to the Owner together with a statement itemizing the costs incurred in such restoration process, unless it is to be retained in accordance with Subsection [c] herein below. In the event the costs of restoration exceed the amount of the Construction Deposit, said costs shall be treated as an Individual Assessment against the Owner of the Lot

[c] Construction not in accordance with plans. If the written assessment found that the construction was not completed in accordance with the plans as approved by the ARB ["Construction Deficiencies"], the Association may retain the Construction Deposit, or the amount remaining after the deductions provided for in Subsection [b] and may use it to offset Association expenses related to or arising from any action taken by the Association to ensure that the Owner corrects the Construction Deficiencies. In the event an Owner reconstructs to correct the Construction Deficiencies the Owner may again provide notice of completion to the ARB and procedures of Section 36.3 shall be followed again.

Section 37. Variances. The ARB may grant variances from compliance from any of the

restrictive covenants herein, including without limitation, restrictions upon placement of Buildings or Improvements when circumstances such as topography, natural obstructions, 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. The Variance shall be effective for a period of one [1] year from the date the Variance becomes effective unless stated otherwise. If construction has not commenced within said one [1] year period, the approval shall expire, and no construction shall thereafter commence without a renewal of such prior Variance. The granting of such variances shall not be deemed to set a precedent, be deemed to obligate the ARB to grant a variance for similar circumstances at a subsequent date, or be deemed to imply acquiescence regarding the enforcement of these restrictive covenants. In no event may the ARB grant a variance, nor shall it be effective if granted, if such variance is specifically prohibited by this Declaration of if it violates any encumbrance running with the Properties.

Section 38. Waiver of Liability. The Declarant, the Association, the Board and the ARB or any of their members or representatives shall not 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 plans. Every person who submits plans for approval agrees, by submission of such plan, and every Owner or occupant of any Lot 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 consent 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 thereon complies with or is not in violation of, any applicable laws, codes, rules or regulations.

The Declarant, the ARB or any agent or architect 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 this Article and the ARB, or for any structural or other defect in any work done according to such plans and specifications.

Section 39. Fire Protection. The property is in a designated Rural area of the County and does not have a water distribution system that could provide a source of fire protection. The Declarant has entered into a hold harmless agreement dated October 11, 2001 and recorded in Book 4240 Page 62, Public Records of Seminole County, Florida, releasing the County from any liability related to the absence of a fire protection system. Each Owner is put on notice that as a successor in interest to the Declarant they are bound by the hold harmless agreement.

ARTICLE X

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Declarant for so long as the Declarant owns any lands in the Properties, and thereafter without the prior written approval of the ARB of the Association, may impose any additional covenants or restrictions on any part of the Properties.

ARTICLE XI

AMENDMENT

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, any 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 of the Association to be recorded in the Public Records of Seminole County, Florida. A proposed amendment may be initiated by the Declarant, the Association, or by petition signed by any Member. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Member 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, the affirmative vote required for adoption shall be at least two thirds [2/3rds] of the votes of the Members who shall be present in person or by proxy at a meeting duly called, and the recorded certificate shall contain 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 Seminole County.

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

[i] directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners.

[ii] modifies the definitions provided for by Article I of this Declaration in a manner which alters the Declarant's rights or status.

[iii] 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.

[iv] 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.

[v] denies the right of the Declarant to convey Common Property to the Association.

[vi] modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant.

[vii] alters or repeals any of the Declarants' rights or any provision applicable to the

Declarants' rights as provided in any provision of this Declaration.

Any amendment to this Declaration which would alter any provision relating to the Conservation Easement or any provision relating to the Surface Water or Stormwater Management System for the Properties, beyond maintenance thereof, in its original condition, including the surface water management portion of the Common Property, must receive prior written approval of the District prior to taking effect.

ARTICLE XII

COVENANT VIOLATIONS

Section 1. Hearings. Acting in accordance with the provisions of this Declaration, the Bylaws, and any resolutions the Board may adopt, the Board shall be the hearing tribunal of the Association relative to alleged infractions of the rules and regulations of the Association and these Covenants, Conditions, and Restrictions.

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 for violations of rules and regulations unless and until the following procedure is followed:

[a] Demand. 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 which, except in emergency situations, shall be not less than ten [10] days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of a sanction after notice and hearing if the violation is not continuing.

[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 Board. The Notice shall contain:

[i] the nature of the alleged violation;

[ii] the time and place of the hearing, which time shall not be less than ten [10] nor more than thirty [30] days from the giving of the Notice;

[iii] an invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and

[iv] the proposed sanction to be imposed or corrective or remedial action to be taken.

[c] Hearing. The hearing shall be held in executive session pursuant to the Notice affording the Member 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.

Section 3. Remedies. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, or the rules and regulations imposed by the Association, it shall be lawful for the 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, and/or [b] to maintain a proceeding in any court or 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 Declaration. The failure of the 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.

ARTICLE XIII

DURATION AND TERMINATION

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to, the benefit of and be enforceable by the Declarant, the Association, and any Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty [20] years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten [10] years. This Declaration may be terminated at any time by recordation of an instrument signed by the then holders of one eight-ninths [8/9ths] of the votes in the Association and their first mortgagees agreeing to terminate said covenants and restrictions.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1. Rights of the District. The District shall also have the right to enforce any provisions of this Declaration relating to the operation, maintenance and repair of the stormwater management system for the Properties in a proceeding at law or in equity.

Section 2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the

other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any Owner shall be deemed to have been properly served when mailed postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 4. Lessees to Comply with Declaration, Articles and Bylaws--Effect on Non-Compliance. All tenants shall be subject to the terms and conditions of this Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were a Owner.

Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee, to comply with the 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 Lot are also fully liable for any violation of the documents and regulations.

In the event that a lessee, invitee, agent or occupant violates a provision of the Declaration, Bylaws, Articles or rules and regulations adopted pursuant thereto, the Board shall also have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or any other remedy available at law or equity.

Section 6. Attorneys Fees. The prevailing party in any action brought pursuant to this Article XIV shall recover its reasonable attorney's fees and court costs from the non-prevailing party.

Signed, sealed and delivered
in our presence as witnesses:

DECLARANT:

[Printed _____] DAVID E. AXEL, as President of
Mills Cove, Inc.

[Printed: _____]

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by DAVID E. AXEL, as President of MILLS COVE, INC., under authority duly vested in him. Affiants are _____ personally known by me or _____ produced _____ for identification.

Notary Public, State of Florida
My Commission Expires:

CONSENT AND JOINDER OF OWNERS

The undersigned, DAVID E. AXEL, as Trustee under the David E. Axel Trust Agreement dated September 25, 1998, MELLISA B. TULP, as Trustee under the under the Melissa B. Tulp Trust Agreement dated March 12, 2002, MICHAEL W. SOLITRO and JILL ANN SOLITRO, as owners of portions of the Properties, hereby consent and join in the foregoing Covenants Conditions and Restrictions for Mills Cove and subordinates their interest in all or any part of the Property [as described in the foregoing Covenants Conditions and Restrictions for Mills Cove] to the Covenants Conditions and Restrictions for Mills Cove.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this ____ day of _____, 2002.

[Printed _____] DAVID E. AXEL, as Trustee under
the
David E. Axel Trust Agreement
dated September 25, 1998

[Printed:_____]

[Printed _____] MELISSA BETH TULP, as Trustee
under the
Melissa Beth Tulp Trust Agreement
dated February 26, 2002

[Printed:_____]

[Printed _____] MICHAEL W. SOLITRO

[Printed:_____]

[Printed _____] JILL ANN SOLITRO

[Printed:_____]

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2002, by DAVID E. AXEL, as Trustee under the David E. Axel Trust Agreement dated September 25, 1998, MELISSA BETH TULP, as Trustee under the under the Melissa Beth Tulp Trust Agreement dated February 26, 2002, ROBERT A. WAGNER, as Trustee under the Robert A. Wagner Revocable Trust dated June 3, 1993, THOMAS R. ENGLAND and ROBERT G.

MARTIN, under authority duly vested in him. Affiants are ____ personally known by me or ____ produced _____ for identification.

Notary Public, State of Florida
My Commission Expires:

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, DAVID E. AXEL, as Trustee under the David E. Axel Trust Agreement dated September 25, 1998, LOUIS P. TULP, as Trustee under the under the Louis P. Tulp Trust Agreement dated March 12, 2001, ROBERT A. WAGNER, as Trustee under the Robert A. Wagner Revocable Trust dated June 3, 1993, THOMAS R. ENGLAND and ROBERT G. MARTIN, the mortgagees and/or lienholders under those certain encumbrances dated March 28, 2002 and recorded at Official Records Book 4028, Pages 1355, 1359 and 1383 Public Records of Seminole County, Florida, hereby consent and join in the foregoing Covenants Conditions and Restrictions for Mills Cove and subordinates their mortgage lien and any other liens encumbering all or any part of the Property [as described in the foregoing Covenants Conditions and Restrictions for Mills Cove] to the Covenants Conditions and Restrictions for Mills Cove.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this ____ day of _____, 2002.

[Printed _____] DAVID E. AXEL, as Trustee under
the

David E. Axel Trust Agreement
dated September 25, 1998

[Printed: _____]

[Printed _____] LOUIS P. TULP, as Trustee under
the

Louis P. Tulp Trust Agreement
dated March 12, 2001

[Printed: _____]

[Printed _____] ROBERT A. WAGNER, as Trustee
under

the Robert A. Wagner Revocable Trust
dated June 3, 1993

[Printed: _____]

[Printed _____] THOMAS R. ENGLAND

[Printed: _____]

[Printed _____]

ROBERT G. MARTIN

[Printed: _____]

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of March, 2001, by DAVID E. AXEL, as Trustee under the David E. Axel Trust Agreement dated September 25, 1998, LOUIS P. TULP, as Trustee under the under the Louis P. Tulp Trust Agreement dated March 12, 2001, ROBERT A. WAGNER, as Trustee under the Robert A. Wagner Revocable Trust dated June 3, 1993, THOMAS R. ENGLAND and ROBERT G. MARTIN, under authority duly vested in him. Affiants are ____ personally known by me or ____ produced _____ for identification.

Notary Public, State of Florida
My Commission Expires:

CONSENT AND JOINDER OF MORTGAGE

The undersigned, Citizen's Bank of Oviedo , the mortgagee and/or lienholder under those certain encumbrances dated March 28, 2002 and recorded at Official Records Book _____, Pages _____, _____ and _____ Public Records of Seminole County, Florida, hereby consents and joins in the foregoing Covenants Conditions and Restrictions for Mills Cove and subordinates its mortgage lien and any other liens encumbering all or any part of the Property [as described in the foregoing Covenants Conditions and Restrictions for Mills Cove] to the Covenants Conditions and Restrictions for Mills Cove.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this _____ day of _____, 2002.

Witnesses:

Mortgagee:

Name: _____

BY: _____

Name: _____

Title: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, _____, who is ___ personally known by me or produced _____ for identification.

Notary Public, State of Florida
at Large.

EXHIBIT A

Legal Description of Property

A PORTION OF SECTIONS 22 AND 27, TOWNSHIP 21 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE SW1/4 OF THE SW1/4 OF THE SE1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA RUN S00-56'08"E ALONG THE EAST LINE OF SAID SW1/4, A DISTANCE OF 1.49 FEET TO A POINT ON THE SOUTH LINE OF GLOBAL VILLAGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 54, PAGE 88 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE TO RUN S00-56'08"E ALONG SAID EAST LINE OF THE SW1/4 664.25 FEET TO THE SE CORNER OF SAID SW1/4; THENCE S00-45'48"E 2641.15 FEET ALONG THE EAST LINE OF THE WEST 1/4 OF THE NE1/4 OF SECTION 27, TOWNSHIP 21 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA TO THE SE CORNER OF THE W1/4 OF THE NE1/4 OF SAID SECTION 27; THENCE S89-30'13"W 3329.62 FEET ALONG THE EAST-WEST CENTER OF SECTION LINE OF SAID SECTION 27 TO THE SOUTHWEST CORNER OF THE NW1/4 OF SAID SECTION 27 AND THE EAST LINE OF ESTATES ON LAKE MILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 85 TO 92 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE N00-50'09"W 1518.32 FEET ALONG SAID EAST LINE; THENCE N26-33'02"E 972.59 FEET; THENCE N22-01'11"E 865.54 FEET; THENCE N84-08'02"E 499.18 FEET TO A POINT ON A NON-TANGENT CURVE, CURVE CONCAVE TO THE EAST, HAVING A RADIUS 4610.33 FEET, A CHORD BEARING OF N03-19'48"W AND A CHORD DISTANCE OF 396.16 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE 396.29 FEET THROUGH A CENTRAL ANGLE OF 4-55'30"; THENCE N00-52'04"W 925.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89-41'51"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE 78.28 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BRUMLEY ROAD [FORMERLY KNOWN AS LAKE MILLS ROAD]; THENCE RUN N89-26'05"E 119.74 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SW1/4 OF SAID SECTION 22; THENCE S00-52'04"E ALONG SAID WEST LINE 961.89 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NW1/4 OF THE SE1/4 OF THE SW1/4 OF SAID SECTION 22; THENCE N89-36'02"E 664.56 FEET ALONG SAID NORTH LINE OF THE SOUTH 1/2 TO THE WEST LINE OF LOT 4 OF HAWKS LANDING, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 14 AND 15 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S00-58'17"E, ALONG

SAID WEST LINE, 333.51 FEET TO THE SW CORNER OF SAID LOT 4; THENCE N89°34'21"E 504.43 FEET ALONG THE SOUTH LINE OF SAID LOT 4 TO A POINT ON THE NORTH LINE OF THE SE1/4 OF THE SE1/4 OF THE SW1/4 OF SAID SECTION 22; THENCE N89°37'16"E 161.31 FEET ALONG SAID NORTH LINE; THENCE N89°15'56"E 1.06 FEET ALONG THE NORTH LINE OF THE SW1/4 OF THE SW1/4 OF THE SE1/4 OF SAID SECTION 22 TO THE WEST LINE OF LOT 5 OF SAID GLOBAL VILLAGE; THENCE S 00°57'02" E, 1.17 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID GLOBAL VILLAGE; THENCE N 89°17'35" E, 666.06 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS AND RIGHTS OF WAYS OF RECORD.

CONTAINING 240.887 ACRES, MORE OR LESS.

EXHIBIT B

Articles of Incorporation

[TO BE ATTACHED]

EXHIBIT C

Bylaws

[TO BE ATTACHED]

EXHIBIT D

Typical Driveway Detail

[TO BE ATTACHED]