

NOT AN OFFICIAL COPY

Please note that this documents is NOT an exact copy of the "Declarations of Covenants and Conditions for Villas of Lake Destiny" as filed with Orange County, Florida.

A copy of the original document was scanned using special software (OCR) that converted the document into a word-processing format. That document was, in turn, converted into this PDF formatted document to facilitate searching, printing and distribution of the information contained within.

Materially the words and text are the same as the original but there may be small differences in font, alignment, punctuation and language. Use these documents as a reference only to an official copy that can be obtained from the property manager.

DECLARATION OF COVENANTS AND CONDITIONS
FOR
VILLAS OF LAKE DESTINY

THIS DECLARATION is made on the date **hereinafter set forth by LAKE DESTINY DEVELOPMENT COMPANY, INC.**, a **Florida corporation**, hereinafter referred to as "Developer".

**Orange Co FL 5754776 09/10/96
07:25:44 am OR Bk 5118 Pg 4419
Rec 105.00**

WITNESSETH:

WHEREAS, Developer is the owner of certain property, known as VILLAS OF LAKE DESTINY in Maitland, County of Orange, State of Florida, which is, more particularly described on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Developer desires to provide for the maintenance, repair and replacement of certain property for the benefit of Developer and "Owners" as hereinafter defined.

NOW THEREFORE, Developer hereby declares that all of the properties described herein shall be held, sold and conveyed subject to the following covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the property, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to VILLAS OF LAKE DESTINY HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner (a)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of VILLAS OF LAKE DESTINY, including contract sellers, but, excluding those having such interest merely as security for the performance of an obligation.

Owner of a Lot upon which a "Unit" (as hereinafter defined) is constructed shall mean a "Unit Owner".

Section 3. "Properties" shall mean and refer to that certain property as described according to the Plat of VILLAS OF LAKE DESTINY, recorded in Plat Book 36 Pages 127 of the Public Records of orange County, Florida ("Plat").

July 17, 1996

**Return Recorded Document To:
City Clerk
City of Maitland
1776 Independence Lane
Maitland, Florida 32751**

Section 4. "Common Area" shall mean all real property in the Properties including any improvements thereon) other than the lots and the "Conservation Area" as defined herein, but only to the extent conveyed to the Association for the common use and enjoyment of the Owners.

Section 5. "Condominium Association" shall mean the S.B. CLUB CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, more particularly described in its Articles of Incorporation and Bylaws located at O.R. Book 3691, Page 2750, et. seq., of the Public Records of Orange county whose responsibilities include maintenance, operation and repair of certain real property, improvements thereon, and appurtenances thereto, for the recreational use and benefit of all owners in the VILLAS OF LAKE DESTINY (the "Recreational Facilities") , and for the use and benefit of the owners in Sun Bay Club, Unit I, a Condominium, and Sun Bay Club, Unit II, a Condominium, whose Declarations are recorded at O.R. Book 3303, Page 1857, et. seq., as amended, and O.R. Book 3691, Page 2715, et. seq., as amended respectively, in the Public Records of Orange County.

Section 6. "Lot" shall mean and refer to any lot or tract of land shown upon the Plat of the Villas of Lake Destiny, with the exception of the Common Area.

Section 7. "Unit" shall mean a two story attached townhouse constructed on one Lot.

Section 8. "Roadways" shall mean the access and utility easements contained within the VILLAS OF LAKE DESTINY, as shown on the Plat, and all improvements thereon, adjacent or attached thereto, including but not limited to roadways, sidewalks and gutter and drainage systems.

Section 9. "Developer" shall mean and refer to Declarant Lake Destiny Development Company, Inc., a Florida corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder; in the event of such partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 10. "Recreational Facilities" shall mean a tennis court area and pool and cabana area, located upon real property not part of the Properties, and administered by 'The Condominium Association, more particularly described at O.R. Book 3303, page 1906, of the Public Records of Orange County, Florida.

Section 11. "Governing Documents" shall mean this Declaration of Covenants and Restrictions, the Articles of Incorporation and

July 17, 1996 2

Bylaws of the Association, the Rules of the Association, and any other document referenced in this Declaration as constituting part of the of the Governing Documents, all as amended from time to time.

Section 12. "Conservation Area" shall mean those certain areas so designated upon the Plat of VILLAS OF LAKE DESTINY, which Developer may, but is not obligated to, sell or convey to the Association in the Developer's sole discretion. If conveyed, Association must accept such conveyance, and Association shall manage such Conservation Area pursuant to any and all requirements of federal, state and local governmental agencies.

ARTICLE II **PROPERTY RIGHTS AND DUTIES**

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to his Unit, Lot, the Common Area, and to the Recreational Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) All provisions of this Declaration, any additional covenants and restrictions of record, the Plat of the Properties the Articles of Incorporation and Bylaws of the Association, and the Documents of the Condominium Association in regard to use of the Recreational Facilities;

(b) The right of the Association to suspend the right to use Facilities and the Common Area by an Owner or occupant for any period during which any assessment against an owner's Lot remains unpaid, and for any infraction of this Declaration, the Articles of Incorporation or Bylaws of the Association, or rules adopted by the Association, and for infraction of those rules and restrictions adopted by the Condominium Association governing use and enjoyment of the Recreational Facilities;

(c) The right of the Association, by a two-thirds (2/3) vote of the Association as defined in Article III hereof, or by the Developer unilaterally (e.g. without the joinder or consent of the Association or any of its members), to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed; and

(d) Any and all restrictions otherwise covering the VILLAS OF LAKE DESTINY.

Section 2. Delegation of Use. Any resident owner may delegate, in accordance with the rules and restrictions of the Association or
July 17, 1996

the Condominium Association, his right of enjoyment to the Common Areas of Recreational Facilities to the members of his family or his tenants.

Section 3. Ingress and Egress. A non-exclusive easement for access, ingress and egress is hereby created and reserved for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways, paved surfaces and lanes, including, without limitation, landscaped areas, as the same from time to time may exist, upon the Lots as shown on the Plat of VILLAS OF LAKE DESTINY for each Owner, his family, tenants, guests, inverses, employees and agents, and for Association employees and agents, and for public officials and employees, and for Developer, and for all other persons who may use or travel on the same for lawful purposes.

Section 4. common Area. When all improvements upon the lots proposed by Developer to be constructed within the Properties have been completed and conveyed to purchasers, or sooner at Developer's option (exercisable from time to time) , the Developer, or its successors or assigns, may, but is not required to, convey and transfer by quit claim deed the record fee simple title to an area or areas to be known as the Common Area to the Association, and the Association shall accept such conveyance. Unless the Developer, or its successors or assigns, consents in writing, this Section 4 may not be amended unless and until the Common Area has been conveyed the Association in its entirety.

Section 5. Grant of Easements. The Developer and the Association may have, grant and use general and specific easements over, under, and through the properties

Section 6. Exterior lighting. The Developer reserves the right to install exterior lighting, including exterior lighting affixed to building, unit and/or garage exteriors, whose subsequent operation, maintenance, repair and replacement shall be controlled by the Association through its Board of Directors.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 1. Membership. The members of the Association shall consist of all owners. Membership is automatically conferred upon acquisition of a Lot, as defined in this Declaration, and as evidenced by the filing of a deed to such a Lot, and as further defined in the Bylaws. Membership is an incident of ownership and is not separately transferable.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

(a) Class A. Class A Members shall be all owners, with the exception of the Developer, and Shall be entitled to vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as said persons determine, but in no event shall more than one vote be cast with respect to any one Lot.

(b) Class B. The Class B Member(s) shall be the Developer, which shall be entitled to nine (9) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership three months after ninety percent (90%) of the lots have been conveyed by Developer to third-party purchasers, at which point members other than the Developer are entitled to elect at least a majority of the members of the Board of Directors of the Association provided that, the Developer is entitled to appoint at least one Director to the Board so long as Developer holds at least five percent (5%) of the lots for sale in the ordinary course of business.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF ASSOCIATION

Section 1. Maintenance of Common Area The Association, as set forth herein and in any other recorded documents or restrictions, shall be responsible for the cost of maintenance, repair, management and control of the Common Area and all improvements thereon, and its appropriate share of the maintenance of the Recreational Facilities, as may be determined by written agreement between the Association and Condominium Association or otherwise.

Section 2. Maintenance of Roadways. The Association shall be responsible for the actual or projected cost of maintenance, repair and replacement of the Roadways.

Section 3. Maintenance of Street Lighting. The Association shall be responsible for any and all operation charges, costs and expenses for street and walkway lighting charged by any power company or other provider of such lighting.

Section 4. Right of Entry The Association is hereby granted a right of entry to each Lot and Unit to the extent reasonably necessary to discharge their duties of maintenance, repair and replacement or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a reasonable manner, at reasonable times except in emergencies.

Section 5. Lakes, Ponds, Drainage. The Association's maintenance responsibilities further extend to and include maintenance of all

lake banks, drainage systems, ditches, ponds, creeks and canals in the Properties, the extent necessary, authorized or required by the St. Johns Water Management District and/or other governmental agencies.

Section 6. Insurance. The Association may obtain insurance to protect the Association and the Common Area, including, but not limited to, Directors and Officers Errors and Omissions insurance, worker's compensation insurance, flood insurance, and liability insurance, as the Board of Directors shall determine in its discretion.

Section 7. General. The Association shall have all the common law and statutory powers and duties of a corporation not-for-profit, except as limited or modified by the governing documents, including all powers and duties set forth in other Articles of the governing documents.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of Assessments. Developer, for each Lot owned within the Properties, hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) Annual assessments as hereinafter defined; (2) Special assessments against any particular Lot(s) which are established pursuant to the terms of this Declaration, or pursuant to the terms of the Articles of Incorporation and Bylaws of the Association; (3) any assessments related to the Association's use of recreational or other facilities and property, including roadways, not part of the Properties, and managed and operated by the Condominium Association, to the extent not otherwise included in the annual assessment; (4) any assessments levied by the Maitland Center Association, to the extent not otherwise included in the annual assessment; and (5) all taxes, if any, which may be imposed on all or any portion of the Common Area or Association by law. Each Owner shall be liable for an equal 1/48th share of such Assessments, except as otherwise provided herein. All such assessments, together with interest, late fees, and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, late fees and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to an Owner's successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote- the recreation, -health.,-safety, and welfare of the residents of the Properties, including but not limited to, the use and maintenance, repair, and replacement of: the common area; the Recreational Facilities; decorative and identification sign(s) , existing now or in the future; the Roadways; street lighting; lakes, ponds and drainage; etc. To effectuate the foregoing purposes, an annual assessment shall be levied by the Association, to provide and be used for, but not limited to, the use and maintenance, repair and replacement of the above-described items, and all other general operations of the Association. The Association may include reserves for maintenance, repair and replacement of improvements in its annual assessments, in the sole discretion of the Board of Directors.

Section 3. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall first commence as to each Lot on the first day of the month following the conveyance of the Lot by Developer to a third-party purchaser, and shall be applicable through the conclusion of that fiscal year; provided that, sale of lot(s) by Developer to a subsequent Developer will not trigger the commencement of assessment upon such lot(s) if such inapplicability is instituted by the Developer in its sole discretion. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance, to the extent practical, of each annual assessment period-. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The assessments, at the election of the Board of Directors of the Association, may be collected on a monthly, quarterly, or annual basis. The Association shall have the right to accelerate installments of an owner delinquent in the payment of assessments. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

Section 4. Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, special assessments applicable to that year including, but not limited to, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of the Common Area, including fixtures and personal, property related thereto. The Association may also enact a special assessment for the purpose of providing reserve funds for maintenance, repair, and replacement of the Common Area.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis (or at such time as determined by the Board).

Section 6 . Effect of Nonpayment of Assessments: Remedies of Association. Annual or special assessments installments or charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten (10) days after the due date shall bear interest at the highest lawful rate from the date due until paid. In addition to such interest, the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the assessment for which payment is late, or the maximum late fee otherwise permissible by law. All payments upon account shall be first applied to interest, then to late fees, then to any costs and reasonable attorneys' fees incurred, and then to the principal assessment payment first due. The Association may, at its election, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or both. An election hereunder shall not be a waiver of any right or other rights the Association may have either in law or equity. No Owner may waive or otherwise escape liability for the assessments provide for herein by non-use of the Common Area, Recreational Facilities or Roadways, or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. The lien for assessments provided for herein shall be subordinate and inferior to the lien of any recorded mortgage, including any mortgage held or insured by the Federal Housing Administration or held or guaranteed by the Veterans Administration, unless the Association's Claim of Lien was recorded prior to such mortgage(s). The Association's Claim of Lien shall be superior to, and take priority over, any mortgage or lien recorded after the Association's Claim of Lien, except as otherwise provided by law. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure, or any proceeding in lieu thereof, by a first mortgagee, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all the costs and expenses of such foreclosure, including reasonable attorneys' fees and appellate attorneys' fees, and interest, late fees, and other costs. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to

acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In the event the foreclosure sale results in a deficiency, the Association may, in its discretion, obtain a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of mortgages on real property in the State of Florida.

ARTICLE VI

MAINTENANCE AND ALTERATION OF UNITS, LOTS AND COMMON AREAS

Section 1. Maintenance of Lots and Units. To the extent not otherwise the maintenance responsibility of the Association as set forth herein, each Owner shall maintain or cause to be maintained all components, items and structures (including all Units) located within or on his Lot in a neat, orderly and attractive manner and consistent with the general appearance of the Properties. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the developed portions of the Properties and, as to Units, the building thereof in which the Unit is located, in the sole judgment of the Board of Directors of the Association; provided that, the Developer is not subject to a determination by the Board of Directors in this regard so long as it owns any lot within the Properties. Notwithstanding the foregoing, the Association shall be responsible for the following: all painting of Unit and building exteriors, including the Unit and building exteriors located in a Unit's entry courtyard; all maintenance, repair and replacement of that portion of Unit and building roofs consisting of the roof tiles or shingles, and the roof support systems beneath the tiles or shingles down to and including plywood sheeting attached to Unit and building rafters, but not including such rafters nor any portion of such roofs located beneath the plywood sheeting which shall remain the maintenance, repair and replacement responsibility of the particular Unit Owner; and all landscaping wherever located exterior of unit perimeter walls, other than a Unit's entry courtyard as further addressed below.

Section 2. Unit Entry Courtyards. Each owner shall maintain the trees, shrubbery, grass and other landscaping, located on his Unit's entry courtyard in a neat, orderly and attractive manner and consistent with the general appearance of the developed portions of the Properties. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Properties as initially landscaped (such standard being subject to being automatically raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

Section 3. Remedies for Noncompliance. In the event of the failure of an owner to maintain or cause to be maintained, his Unit, Building or Lot in accordance with this Article, the Association shall have the right (but not the obligation) upon five (5) days' prior written notice to the Owner, at the address last appearing in the records of the Association, to enter upon the Owner's Lot, Unit or Building, and perform such work as is necessary to bring the Lot or Unit, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not be limited to: the cutting/ trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other vegetation; the resodding or *replanting of* grass, trees or shrubs; the repair of walls, fences, roofs, doors, windows and other portions of a Unit or other structure on a Lot; and such other remedial work as is judged necessary by the Association. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration or other applicable covenants or deed restrictions (including, without limitation: the imposition of fines or special assessments or the filing legal or equitable actions).

Section 4. Costs of Remedial Work; Surcharges. In the event that the Association performs any remedial work on a Unit, Building or Lot pursuant to this Article or any other applicable covenants or deed restrictions, the costs and expenses thereof shall be deemed a special assessment under this Declaration and may be immediately imposed by the Board of Directors of the Association. In order to discourage owners from abandoning their duties hereunder, and, additionally, to reimburse same for administrative expenses incurred, the Association may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such surcharge to be a part of the aforesaid special assessment. No bids need to be obtained for any of the work performed pursuant to this Article and the persons(s) or company performing such work may be selected by the Association in its sole discretion.

Section 5. Right of Entry. There is hereby created an easement in favor of the Developer, Association, and/or their applicable designees, over a Lot, Unit and Building for the purpose of entering onto the Lot, Unit or Building in the performance of the work herein described, provided that the notice requirements of this Article are complied with and any such entry is during reasonable hours. I

Section 6. Specific Damage. Owners (on their behalf and on behalf of their tenants, contractors, subcontractors, licensees, invitees, employees, officers, children and guests) causing damage to any portion of the Common Area as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association and a special assessment may be levied for maintenance, repair or replacement therefor against such Owner or Owners. Such

special assessments shall be subject to all of the provisions hereof relating to other assessments, including, but not limited to, the lien, and foreclosure procedures.

Section 7. Common Area. The Association shall maintain, repair and replace the Common Area and its components, items and structures.

Section 8. Alteration of Units, Lots or Common Area by Owners. No Owner shall make or permit the making of any material alterations or substantial additions to his Unit, Lot, the Common Area, or in any manner change the exterior appearance of any portion of the Lot, Building, Unit, or Common Area without first obtaining the written approval of the Board of Directors, which addition or alteration may be denied if the Board of Directors determines that the proposed addition or alteration would adversely affect, or in any manner be detrimental to, the Properties in part or in whole, including adverse aesthetic effect. Any glass, screen, curtain, blind shutter, awning, or other modifications, additions or installations which may be installed where visible from outside a Unit, are subject to regulation by the Board of Directors. No Owner may alter the landscaping of the Common Area and unit exteriors in any way without prior Board approval.

Section 9. Alterations and Additions to Common Area or Building Exteriors by Association. The protection, *maintenance, repair*, and replacement of the Common Area, or building exteriors whose maintenance responsibility belongs to the Association, is the responsibility of the Association, and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Area costing more than five percent (5%) of the annual operating budget of the Association, including reserves, in the aggregate, in any calendar Year without the prior approval of not less than a majority of the voting interests of the Association. Alterations or additions costing less than this amount may be made by the Board unilaterally. If work reasonably necessary to protect, maintain, repair, or replace the Common Area, or building exteriors whose maintenance responsibility belongs to the Association, also constitutes a material alteration or substantial addition to these items, no prior membership approval is required.

Section 10. Party Walls. The common walls shared by the Units, and located at the vertical planes of the center lines of such walls bounding a unit as described in the Plat of VILLAS OF LAKE DESTINY, shall be party walls for the perpetual benefit of and use by the Owners, of the adjacent units including the heirs, assigns, successors and grantees, of each such Unit.

(a) In the event of damage or destruction of the party walls from any cause whatsoever, other than the negligence or willful misconduct of a Unit Owner, the Unit owners shall, at their joint

expense, repair and rebuild such wall (s) , and each Unit Owner shall have the right to full use as herein contained of said wall(s) repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance to the whole or any part of the party walls, such expense shall be shared equally by the owners of adjoining Units or their successors in title. Whenever any such wall or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it was initially constructed, and shall be of the same size and of the same or similar materials and of like quality; provided that, if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of the Owner(s) of one (1) of the Units, any expense incidental thereto shall be borne solely by such wrongdoer. If a Unit Owner shall refuse to pay his share, or all or part of such cost in the case of neglect or willful misconduct, any other Owner or the Association may have such wall repaired or reconstructed and shall be entitled to a lien on the Unit of the owner so failing to pay for the amount of such defaulting Owner's share of the replacement. If a Unit Owner shall have given, a mortgage or mortgages upon his unit then the mortgagee shall have the full right at its option to exercise the rights of its mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the Unit Owner. If a Unit Owner shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent Unit Owner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any Unit Owner making use of the party wall shall do so in such manner as to preserve all rights of the adjacent Owner in the wall, and shall save the adjacent owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction of a party wall shall be necessary, all necessary entries on the adjacent Units shall not be deemed a trespass, so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter the adjacent Units to effect necessary repairs and reconstruction.

(b) The Owner of any Unit sharing a party wall with an adjoining Unit shall not possess the right to create windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

(c) The Owner of any Unit sharing a party wall with an adjoining unit shall have the right to the full use of said party wall for whatever purposes he chooses to employ, subject to the limitation that such use shall not infringe on the rights of the Owner of an adjoining Unit, and his enjoyment of said wall shall not in any manner impair the value of said walls.

(d) Each common wall to be constructed on the property described in the Above referenced plat is to be and remain a party wall for the perpetual use and benefit of the respective Owners thereof, their heirs, assigns, successors and grantees, said Lots being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the 'Land.

(e) So long as there shall be a mortgage or mortgages upon any of the lots described herein, this agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee, and acquisition of one Owner's property by any of the other owners shall not operate to render this agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage.

ARTICLE VII

CERTAIN RESTRICTIONS, EASEMENTS, RULES AND REGULATIONS

The provisions of this Article shall be applicable to all of the Properties and the use thereof, by owners, residents, tenants, occupants, guests, etc., but shall not be applicable to the Developer or any of its designees.

Section 1. Regulations. Reasonable regulations concerning the use of the Common Area, Units, Lots, and other property serving the Properties may be made and amended from time to time by the Board of Directors of the Association, and all Owners and occupants shall abide by said regulations..

Section 2. Land Use and Building Type. No Unit constructed on a Lot shall be used for other than residential purposes; provided that, Unit owners, tenants and occupants may conduct limited business or professional activities if such use is incidental to the primary use of the unit for single family residential purposes, and only if confined solely within the Unit and only if the activity cannot be seen, heard or smelled by other residents of the community. Notwithstanding the foregoing, no activity shall be permitted that results in a *significant increase* in pedestrian or vehicular traffic in the community, or increases the insurance risk of the other owners or the Association, or constitutes a dangerous activity, or violates applicable zoning codes or other laws and ordinances. The provisions of this Section shall not apply to uses by the Developer and its designees for model homes, sales displays, parking lots, sales offices and other offices, or any one or any combination of such uses, shall be permitted until permanent cessation of such uses takes place.

Section 3. Easements. Easements for installation and maintenance of utilities, irrigation, air conditioning, and maintenance of Common Area are reserved as shown on the plat covering the

Properties, and as provided herein or otherwise of record. The appropriate water and sewer Authority, electric utility company, telephone company the Association, and Developer, and their respective and assigns, shall have a perpetual easement for the installation and maintenance of all underground water lines, sanitary sewers, storm drains, electric, telephone and irrigation lines, cables and conduits, etc., under and through the utility easements as shown on the plats.

Section 4. Nuisances. No noxious, offensive or unlawful activity shall be conducted upon the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate upon the Common Area, Lot or Unit, nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Lot or Unit or use of the Common Area that will increase the cost of insurance upon the Properties.

Section 5. Temporary Structures/Gas Tanks. No structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots within the Properties at any time, or used at any time as a residence, either temporarily or permanently, except by the Developer during construction. No gas tank, gas container or gas cylinder shall be permitted to be permanently placed on or about the outside of any Unit, or on or any ancillary building, except one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill may be temporarily located outside a Unit while in actual use for grilling, so long as such activity conforms to any fire-safety requirements.

Section 6. Signs. No sign of any kind shall be displayed to the public view from any Lot or Unit by an Owner. No sign of any other kind shall be permitted to be placed inside a Unit or on the outside walls of such Unit or on any fences on the Properties, nor on the Common Area, nor Unit entry courtyards, nor any vehicles within the Properties, except such as are authorized by rule of the Board of Directors. However, the Association shall be authorized to post signs for the management of the Common Area, including, but not limited to, traffic signs and safety signs. The foregoing sign restriction shall not apply to the Developer so long as the Developer owns any portion of the Properties.

Section 7. Observance of Laws and Proper Conduct. No immoral, improper, or offensive use shall be made on the Properties nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Properties shall be observed.

Section 8. Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or

kept on any Lot, Unit or Common Area; provided that, no more than two (2) household pets may be kept so long as any such pet shall not weigh in excess of forty (40) pounds, and is not kept, bred or maintained for any commercial purpose, and does not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No household pet shall be permitted to have excretions on the Common Area, except in areas designated by the Association, and Owners shall be responsible to clean-up any excrement deposited by any pet as soon as practicable. Failure to pick up and properly and promptly dispose of such excrement shall be prima facie evidence that such pet is causing a nuisance or annoyance hereunder. For purposes hereof, "household pets" shall mean dogs and cats; provided that, nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as they are kept indoors and do not become a source of annoyance to neighbors. A pet must be leashed or carried at all times while outside of the Unit. Any Unit Owner or other resident who keeps any pet upon any portion of the Properties shall be deemed to have indemnified and agreed to hold the Association, each Unit Owner and the Developer, free and harmless from any loss, claim or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet within the Properties. All pets shall be registered with the Board of Directors, and shall be otherwise registered and inoculated as required by law. The restrictions of this section shall not apply to a domestic pet trained to assist a sight or hearing impaired Unit Owner or occupant, such as a "seeing-eye dog", provided the owner of such pet registers the same with the Board, and furnishes reasonable evidence of the existence of the handicap or the impairment of the pet owner, and the training and certification of the pet. The ability to keep such a pet is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet which becomes a source of annoyance to other residents.

Section 9. Garments. No garments, rugs, towels, clothing, flags and any and all other items shall be hung or displayed from the windows, facades or other exterior portions of any of the Units or Buildings.

Section 10. Vehicular Restrictions and Parking. Except as set forth below, only conventional passenger automobiles may be parked in any parking area other than in a Unit's garage. A "conventional passenger automobile" shall be limited to: those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback or convertible; and shall also include station wagons, vans and pickup trucks which do not exceed 201 in length, and utility vehicles, such as Ford Bronco, Chevrolet Blazer, Jeep and similar vehicles, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer; and specifically excluding vehicles that have been substantially modified by increasing their height, off-road tires, roll bars and

the like.

All other motor vehicles, including but not limited to commercial vehicles (any vehicle used in a trade or business and/or having advertising or promotional information, symbols or materials affixed thereto), trucks (any motor vehicle designed or use principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all pick-up trucks exceeding 201 in length), vans exceeding 201 in length, motorcycles, boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motorhomes, mobile homes, any and all other vehicles other than the aforescribed, shall be prohibited from parking anywhere other than a Unit's garage, so long as the garage door may be completely shut, and the garage door is only opened to allow ingress and egress of such vehicles and otherwise remains closed.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in parking areas during the time they are actually servicing a home, but in no event overnight; (2) boats, trailers, trucks, commercial and recreational vehicles/ and other such vehicles may be temporarily parked in a parking area when they are being actively loaded or unloaded.

The Board shall have the authority to require the use of parking decals, stickers or other reasonable means of identifying permitted motor vehicles of owners, tenants and guests and the Board shall be further authorized to regulate motor vehicle parking as necessary.

All vehicles parked within the Properties must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the Properties for more than twenty-four (24) hours, and no major repair of any vehicle shall be made on or within the Properties. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, or in the rules and regulations now or hereafter adopted, may be towed by the Association at the sole expense of the Owner of such vehicle.

Section 11. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Association (which may, but shall not be required to, provide solid waste removal services) for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All solid waste containers shall comply with applicable Association

restrictions and the standards adopted by the Association for such containers.

Section 13. Lakefront Property and Lakes. As to all portions of the Properties which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake unless erected by the Developer, or authorized by the Board of Directors, subject to any and all governmental approvals and permits that may be required.

(b) No boat, boat trailer or vehicle parking or use upon the lake slope or shore areas shall be permitted, other than in those areas designated for such use by the Association.

(c) No-solid or liquid waste litter or Other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof.

Section 14. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as maybe approved by the Association for energy conservation purposes.

Section 15. Exterior Antennas, etc. Unless otherwise authorized by law or the Board of Directors, exterior antennas, satellite dishes or similar equipment shall not be permitted on any Lot or Unit.

Section 16. Exterior Lighting. All exterior lighting shall be subject to prior approval by the Association.

Section 17. Games and Play Structures. No game platform, doghouse, tennis court, playhouse, basketball backboard or other structure of a similar kind or nature shall be erected, installed or constructed on any part of the Common Area, Lot or Unit, unless otherwise authorized by the Board of Directors in writing.

Section 18. Mailboxes. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on the Common Area, or any Lot or Unit, without the approval of the Board of Directors as to style and location. if and when the United States Postal Service or the newspaper or newspapers involved indicate a willingness to make delivery to receptacles grouped in a specific area(s) each owner, on the request of the Board of Directors, shall relocate the receptacles to the area where the receptacles shall be grouped.

Section 19. Off-Street Motor Vehicles. No motorized vehicle may be operated off paved roadways and drives, except as specifically approved in writing by the Board of Directors for the purpose of maintenance, construction or similar purposes, and except as operated by the Developer or its contractors, subcontractors or designees.
designees.

Section 20. Storage and Meter Areas. All storage areas of any kind upon any Lot or Unit, and all meter and similar areas located upon any Lot or Unit, shall be completely screened from view from the exterior of the Lot or Unit.

Section 21. Amendment. For so long as Developer owns a Lot or Unit, no amendment may be made to this Article without its prior express written consent.

ARTICLE VIII
COMPLIANCE AND ENFORCEMENT

Section 1. Compliance by Owners. Every Lot Owner and his/her tenants, guests, invitees, officers, employees, contractors, subcontractors and agents shall comply with any and all rules and regulations adopted by the Association as contemplated herein, as well as the covenants, conditions and restriction of this Declaration, and all governmental and/or quasi-governmental laws, ordinances or orders.

Section 2. Enforcement. Failure to comply with any of such rules or regulations shall be grounds for immediate action which may include, without limitation, fining, an action to recover sums due for damages, injunctive relief or any combination thereof. The Association shall also have the right to suspend rights to use the Common Area and Recreational Facilities as specified herein.

Section 3. Fines. in addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of the owner, or any of the other parties described in Section 1 above, to comply with this Declaration or with any of the Governing Documents, pursuant to the procedures regarding fining set forth in the Bylaws.

ARTICLE IX
SALE OR LEASE OF UNIT

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the sale and leasing of a Unit by an owner shall be subject to the following provisions, except as otherwise provided in this Declaration regarding the Developer's rights to use, lease and sell

units:

Section 1. Transfers Subject to Approval. No Unit Owner may lease a Unit without prior approval of the Association. Sale of any unit under Time Sharing, Interval Ownership or similar arrangement is prohibited; moreover, the Association may disapprove the sale, lease, or other transfer of a unit, or any interest therein, until all past due assessments, and applicable interest, late fees, costs and attorney's fees related thereto, have been paid in full.

Section 2. Approval of Leasing All leases shall be subject to prior approval of the Association. For purposes hereof, occupancy of a unit by a person or persons in the absence of the owner, except for the spouse of the owner, or parents, children, grandchildren or siblings of either the owner or his spouse, shall be treated as a lease and must be approved by the Association. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval lease on the application form prescribed by the Association. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent documents including this Declaration and current Rules. Each lease, or addendums attached thereto, shall contain an agreement of the tenant to comply with this Declaration and all other documents *governing or* affecting the condominium; shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease, evict the tenant, or otherwise; and shall contain a provision authorizing the tenant to pay rental directly to the Association upon receipt of written notification from the Association that the owner is delinquent in paying assessments; and if the lease does not so provide, it shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions.

It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease, within twenty (20) days after receipt of a completed application for lease on the prescribed form with all required information, including screening fee and/or security deposit if required. The Association has the right to require, as a condition to permitting the leasing of a unit, the depositing with the Association of a security deposit up to the highest amount allowable by law which may be placed by the Association in an account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including but not limited to, damage to the common area. Each tenant shall be jointly and severally liable

with the Unit Owner for any damages to the Common Area or other injuries or damage caused by the acts, omissions or negligence of such tenants or those claiming by, through or under them. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the Unit by Lessee.

Section 3. General Provisions Regarding Leasing. Only entire units may be rented. Rental of rooms or less than the entire unit is prohibited. There shall be no subdivision or subletting of units without approval of the board in the manner provided. Units may only be occupied by tenants as a single family residence. Single family shall include one person; two or more persons all of whom are related by blood, marriage, or legal adoption; or no more than two unrelated persons living and cooking together as a single housekeeping unit. Guests of tenants must be registered with the Association. The maximum stay for guests of tenants is 14 days. Guests of tenants may not use the unit except when the tenant is also in residence. All leases shall be for a minimum period of not less than thirty (30) days. An owner of a leased unit may not use any portion of the Common Area or Recreational Facilities except as a guest.

Section 4. Disapproval of Leasing by Association. If a proposed lease is disapproved by the Association, the Unit Owner shall be so advised in writing and the lease shall not be made. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the tenant, in which event the Unit Owner violating this Article shall be liable for all court costs and reasonable attorneys fees incurred by the Association, both at trial and appellate levels.

Section 5. Screening Fees. The Association may require the payment of a preset screening fee simultaneously with the giving of notice of intention to lease, said screening fee to be set by the Board from time to time and in conformance with applicable law.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1. Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the Declaration of Covenants and Conditions, Bylaws, Articles, or Rules and Regulations, it shall be lawful for Owners or the Association:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any of the above-described documents; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating attempting to violate any of the above-described documents for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall not be construed as exclusive of all remedies now or hereafter provided by law. The failure of the Association, their grantees, successors or assigns, to enforce any covenant, condition or any other 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.

(c) The prevailing party in any such action shall be entitled to receive its reasonable attorney's fees and costs at all levels of proceeding.

Section 2. Paragraph Headings. The Paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 3. Severability. Invalidation of any one of these conditions, and covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. The Association and its members are subject to all laws and regulations of the State of Florida applicable to a homeowners association, as the same may be amended from time to time.

Section 4. Annexation. Additional residential real property may be annexed to the Properties with the consent or two-thirds (2/3) of the members of the Association, or unilaterally by the Developer so long as the Developer is entitled to elect a majority of the Board of Directors.

Section 5. Hurricane Shutters. Hurricane shutters shall be allowed only as approved by the Board of Directors of the Association, or as required by law.

Section 6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, Bylaws and Rules; the Articles of *Incorporation shall* take precedence over *conflicting* provisions in the Bylaws and the Rules; and the Bylaws shall take precedence over conflicting provisions in the Rules.

Section 7. Effective Date. This Declaration shall take affect upon its recording in the Public Records of Orange County, Florida.

Section 8. Terms and Amendment. The Covenants and Conditions of this Declaration shall run with and bind the Properties for a term of twenty (20) years from the date this Declaration is recorded,

After which time the Covenants and Conditions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period upon the approval of an amendment by not less than a majority of the owners present, in person or by proxy, at any membership meeting; provided that, so long as Developer is the Owner of any Lot, Unit or portion of the Common Area, the Developer's consent must be obtained for such amendment to take effect, including any amendment to this Section 8. Any amendment which would affect the surface water management system, to the extent such exists, shall obtain any prior necessary authorization of the St. Johns Water Management District. Notwithstanding any of the foregoing, the Covenants and Conditions of this Declaration may be amended at any time and from time to time upon the execution and recoraation of an instrument by the Developer alone, for so long as Developer is entitled to elect a majority of the Board of Directors; this sentence may not be amended until the Developer no longer owns any portion of the Properties unless the Developer otherwise consents to the amendment of this sentence. All amendments shall be certified and recorded among the Public Records of Orange County, Florida

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 19 *th* day of July 1996.

Signed, Sealed and Delivered
in the presence of:

LAKE DESTINY DEVELOPMENT COMPANY
INC., a Florida corporation
Stephen D, Korshack , President

2345 Sand Lake Road, Suite 120
Orlando, Florida 32809
Corporate Seal
M. Susan M. Spalding

/s/ John Darnaby
/s/

STATE OF FLORIDA

SS:

COUNTY OF ORANGE

The foregoing was acknowledged before me this 19th day of JULY,

'MY

, 1996, by *Stephen D. Korshak* who is *President* -
of LAKE DESTINY DEVELOPMENT COMPANY INC a Florida corporation, id
on behalf of of and as of the act of said corporation

THIS DOCUMENT WAS PREPARED BY:

/s/ NOTARY PUBLIC

Stephen D. Korshak, Esquire
2345 Sand Lake Road, Suite 120
Orlando, Florida 32809

Ins

, L

EXHIBIT A

All that property as recited and contained on
that certain Plat of LAKE DESTINY DEVELOPMENT
COMPANY, INC. in Plat Book Page 127 of
the Public Records of Orange County, Florida.

OR Bk 5118 Pg 4441
Orange
Co FL
5754776
Recorded - Martha O Raynie

NOTE: No Page 23
with this document.
Pg. 24 should be
Pg. 23?
D. L. Williams

46901 1
July 17, 1996

24