

DECLARATION OF COVENANTS AND RESTRICTIONS

WINTER HILL

THIS DECLARATION is made this 19th day of June, 1990, by WINTER GARDEN WEST LTD., a Florida limited partnership, hereinafter referred to as Developer."

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property in Orange County, Florida, known as Winter Hill, according to the Plat thereof, recorded in Plat Book 26, Page 100-102 Public Records of Orange County, Florida; and

WHEREAS, Developer desires to create on said property, as described at Article I (hereinafter the "Property"), a residential community of single family residences; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values and amenities in said community and for the maintenance of the entrance area of the subdivision and improvements thereon, if any, and to this end, desires to subject the property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each Owner (as hereinafter defined) thereof; and

WHEREAS, Developer will dedicate Tracts A, B, and C on the plat of Winter Hill recorded in Plat Book 26, Page 100-102, Public Records of Orange County, Florida, to Orange County for the purpose of a Stormwater Management Area; and

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

WHEREAS, the Developer has incorporated under the laws of the State of Florida as a nonprofit corporation, Winter Hill Homeowners Association, Inc. for the purposes of exercising the functions stated above, which Association is not intended to be a

"Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

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

ARTICLE I

DEFINITIONS

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

a. "Additions to the Property" shall mean and refer to real property other than the Property which becomes subject to this Declaration or any supplemental Declaration under the provisions of Article VIII hereof. There shall be no restriction on the number of Additions to the Property nor shall there be any restriction as to the number of Lots contained within each Addition to the Property.

b. "ACC" shall mean and refer to the Architectural Control Committee.

c. "Association" shall mean and refer to Winter Hill Homeowners Association, Inc.

d. "Builder" shall mean and refer to an Owner who has purchased a Lot for the sole purpose of erecting a Living Unit on the Lot for resale to an Ultimate Purchaser.

e. "Living Unit" shall mean and refer to each building situated upon the Property intended for use and occupancy as a residence by a single family.

f. "Lot" shall mean and refer to any numbered residential building site within the property and shown on the Plat of Winter Hill, Plat Book 26, Page 100-102, Public Records of Orange County, Florida, and shall include any Living Unit that may be located thereon.

g. "Maintenance Year" shall mean and refer to a year running from January 1 through December 31 of each calendar year.

h. "Members" of the Association shall mean and refer to all Owners and the Developer.

i. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and/or Living Unit which is situated upon the Property; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

j. "Property" shall mean and refer to Lot 1 through 140, inclusive, Winter Hill, according to the Plat thereof as recorded in Plat Book 26, Page 100-102, Public Records of Orange County, Florida, and any Additions to the property added pursuant to Article VIII hereof.

k. "Rules and Regulations" shall mean and refer to any and all rules and regulations duly promulgated by the Board of Directors of the Association pursuant to its powers under the Declaration and Articles of Incorporation and Bylaws of the Association.

l. "Ultimate Purchaser" shall mean and refer to an Owner who has purchased a Lot and Living Unit from a Builder.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

The Developer, upon the recording of the Declaration, shall immediately form a committee known as the "Architectural Control Committee," hereinafter referred to as the "ACC," initially consisting of three (3) persons designated by Developer. The ACC shall maintain this composition until all Lots have been conveyed to Ultimate Purchasers, whereupon the ACC shall be elected by the provisions of this Declaration and the Articles and Bylaws of the Association.

Prior to obtaining a building permit or commencing construction of any building, fence, wall, pool, landscaping or

other structure upon the Property, two (2) sets of plans and specifications, lot grading and/or landscaping plans must be submitted to the ACC for its review (hereinafter referred to as "plans"). The ACC shall approve or disapprove the plans within thirty (30) days of the ACC's receipt of the plans. If in the opinion of the ACC for any reason, including purely aesthetic reasons, the ACC determines that the plans are not acceptable, it shall disapprove the plans. The conclusion and option of the ACC shall be binding. In the event the ACC fails to respond within forty-five (45) days from receipt of the plans, the plans submitted shall be deemed to be approved by the ACC. In the event the ACC approves the plans, said approval must be evidenced by the signature of at least one (1) member of the ACC on the plans furnished. The existence of the signature of at least one (1) member of the ACC on any plan shall be conclusive proof of the approval by the ACC of such plan. During its review of the plans, the ACC may require that samples of building materials proposed or any other data, opinions of professionals, or information necessary to reach its decision be submitted to the ACC. The work contemplated in the plans must substantially conform with the plans as approved, or the Association may enforce the plans as approved pursuant to Article IX, Section 3 herein.

ARTICLE III

THE ASSOCIATION

Section 1. Association. Winter Hill Homeowners Association, Inc., a Florida corporation not-for-profit, has been organized, among other things, to administer, maintain and enforce the provisions of this Declaration, the Articles of Incorporation of the Association and the Bylaws of the Association. The Association shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation of the Association and the Bylaws of the Association.

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

Section 3. Turnover of Control. Developer reserves the right to designate the initial members of the Board of Directors of the Association and their successors until the earlier of (i) five (5) years from the date of conveyance of the first Lot in the Property to an Ultimate Purchaser as evidenced by the date such

deed is recorded in the Public Records of Orange County, Florida; or (ii) ninety (90) days after seventy-five percent (75%) of all Lots which the Developer plans to ultimately develop in the Property have been conveyed to Ultimate Purchasers; or (iii) three (3) years after fifty percent (50%) of the Lots which the Developer plans to ultimately develop in the Property have been conveyed to Ultimate Purchasers, which earlier date is referred to herein as the "Turnover Date." Upon and after the Turnover Date, the Board shall be elected by the Members of the Association in accordance with the terms and provisions of this Declaration and the Articles and Bylaws, except that the Developer shall be entitled to elect one member to the Board for so long as the Developer owns any Lot in the Property.

Section 4. Books and Records. The Association shall make available to Owners and mortgagees, and to holders, insurers or guarantors of any mortgage on all or a portion of the Property, including Living Units, current copies of the Declaration, Bylaws and Articles of Incorporation of the Association, other rules concerning the Property, and the books, records and financial statements of the Association. The Association shall be deemed to have made such items available if they are available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder insurer or guarantor of a first mortgage on all or a portion of the Property, including Living Units shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year, free of charge to the party so requesting, and such statement shall be furnished within a reasonable time following said request.

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

Section 6. Notice to Mortgagees. Upon written request to the Association, identifying the name and address of the holder of the first mortgage on a Living Unit and/or Lot, or the insurer or guarantor of such first mortgage on a Living Unit and/or Lot and the number or address of the Living Unit and/or Lot, a holder of a first mortgage on a Living Unit and/or Lot or insurer or guarantor of said first mortgage shall be entitled to timely

written notice of any condemnation loss or casualty loss which affects a material portion of the Property, Lot, or any Living Unit on which there is a first mortgage held, insured, or guaranteed by such requesting party.

Section 7. Dissolution of Association. The Association may be dissolved with the assent given in writing signed by not less than seventy-five percent (75%) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Member. The Members of the Association shall consist of the Developer, as a Class B Member described in Section 4 below, and all Owners of Lots within the Property, as Class A Members described in Section 4 below, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Living Unit by foreclosure or deed in lieu of foreclosure.

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

Section 3. Membership Rights Appurtenant to Lot Ownership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Member's Lot.

Section 4. Classes of Voting Membership. The Association shall have two classes of voting membership (both classes of which shall be collectively referred to herein as Members) as follows:

Class A. Class A Members shall be all those Members as defined in Article V, Section 1 with the exception of the Developer. One vote shall be allocated to each Lot owned by a Class A Member. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the person entitled to cast the vote for the Lot shall be designated by a certificate filed with the Secretary of the Association, at any time before the vote is cast, signed by all record owners of the Lot. If any Lot is owned by a corporation, a similar certificate shall be required designating the person entitled to cast the vote for such Lot. In the event such certificate by multiple Owners or a corporation is lacking, then the vote for that Lot shall not be considered in determining the requirement for a quorum or any other purpose until such certificate is filed with the Secretary of the Association. Except, however, when title to a Lot is held by a husband and wife, they may, but shall not be required to, designate a voting member. If they do not designate a voting member, and if both are present at a meeting, only one may vote on any given matter. If they are unable to agree on who shall vote, their vote shall not be counted. If no voting member is designated and only one spouse is present at a meeting, the spouse may cast the vote for the Lot without establishing the concurrence of the absent spouse. In no event shall more than one vote be cast with respect to any Lot.

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

Section 5. Limitation of Powers. So long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association ("Assessments") shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property, the enforcement of the covenants and restrictions contained herein and maintaining entrance area to subdivision. The annual assessment may also provide reasonable reserves for deferred maintenance, replacements and betterments as further set out in the Association Bylaws.

Section 2. Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association annual assessments, or charges, and for capital improvements and other expenditures that the Association deems appropriate, including special assessments for violations or damages as provided in this Declaration, the Articles of Incorporation and Bylaws; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The Developer shall, commencing on the Turnover Date, pay the prorated current annual assessments as to the Lots that it owns and thereby its obligations to fund deficits of the Association shall automatically terminate. Late fees, the annual and special assessments, together with interest thereon (as hereinafter provided) and costs of collection thereof, including, without limitation reasonable attorneys' and paralegals' fees incurred by the Association incident to the collection of such assessments whether or not judicial proceedings are involved, and appeals, if any, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Said lien shall be effective from and after the time of recording a claim of lien in the Public Records of Orange County, Florida, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Each such assessment, together with interest thereon and cost of collection, including, without limitation, reasonable attorneys' and paralegals' fees incurred by the Association incident to the collection of such assessment whether or not judicial proceedings are involved, and appeals, if any, shall also be the personal obligation of the person who is the Owner of such Lot at the time the assessment is due and payable.

Section 3. Initial Assessment. The initial assessment for each Lot shall be Fifty Dollars (\$50.00) and shall be due at the time title to a Lot is transferred from the Developer, its successors or assigns, to an owner, which term shall include any builder if the builder intends to acquire the Lot solely for construction of a single-family residence for resale. The initial assessment shall be a one-time assessment, and shall be due in addition to the annual assessments as provided therein.

Section 4. Commencement and Maximum Annual Assessment. Until January 1, 1991 maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot.

a. From and after January 1, 1991, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1, 1991, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class or members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 5. Delinquent Assessments. At the election of the Board of Directors of the Association, annual assessments may be paid in not more than twelve (12) installments per year. If an assessment or installment thereon is not paid within thirty (30) days after the due date, a late fee may be charged by the Association, and the Board of Directors of the Association may accelerate the remaining installments and declare the entire assessment as to that delinquent Owner due and payable in full as if the entire amount was originally assessed, with interest accruing on said unpaid amount at the highest rate allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of its Living Unit and/or Lot.

Section 6. Rights of Association to Collect Delinquent Assessments. Liens for any assessments permitted by this Declaration or the Articles of Incorporation or Bylaws of the Association may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for unpaid

assessments against the Owner personally obligated to pay same without waving the lien securing same.

Section 7. Annual Assessment. The annual assessment initially shall be One Hundred Dollars (\$100.00) per Lot per year and, except as to Lots owned by the Developer or Builder, and shall commence to accrue as to each Lot upon the conveyance of a Lot to an Ultimate Purchaser. The Developer shall, commencing on the Turnover Date, pay the prorated annual assessment as to the Lots that it then owns and thereby its obligation to fund deficits to the Association shall automatically terminate. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association may use any part or all of said sum for the purposes set forth in Section 1 of this Article.

Section 8. Method of Setting Annual Assessment. The annual assessment may be increased or decreased by the Board of Directors of the Association after considering current maintenance and future needs of the Association, provided, however, that the annual assessment for each Lot may not be decreased when outstanding obligations of the Association remain unpaid, and, further provided that the annual assessment be of sufficient amount to meet all obligations of the Association imposed by this Declaration. The due dates shall be established by the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

Section 9. Allocation of Assessments Among Lots. The allocation of annual and special assessments, other than special assessments incurred as a result of damage or violation of the Declaration, Articles of Incorporation and Bylaws, shall be set so that all Lots shall be assessed at an equal rate. The Developer shall be obligated to pay expenses properly incurred by the Association in excess of amounts collected from Owners of Lots (other than the Developer) for the assessments. The Developer shall, commencing on the Turnover Date, pay the prorated current annual assessments as to the Lots that it owns and thereby its obligation to fund deficits of the Association shall automatically terminate.

Section 10. Certificate of Assessment Liability. Upon demand, the Association shall furnish a certificate in writing signed by an officer of the Association to any Owner liable for an assessment. The certificate shall state whether said assessment has been paid and shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 11. Subordination of Assessment Lien to First Mortgages. The lien of all assessments provided for herein and all assessments, late fees, interest, costs, expenses and attorneys' fees secured by said lien shall be subordinate to the lien of any first mortgage recorded prior to the time of recording the claim of lien by the Association. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of the first mortgage, or any proceeding in lieu thereof or the acceptance of a deed given in lieu of foreclosure of the first mortgage, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. The extinguishing of the lien shall not affect the personal liability of the Owner at the time such assessment came due for payment of same. No sale or transfer shall relieve such Lot from liability for any assessment coming due after such sale or transfer or from a lien therefor. A lien for any and all assessments shall not be affected by any sale or transfer of a Lot, except that a sale or transfer pursuant to a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any holder of a mortgage lien who obtains title to any Lot pursuant to foreclosure, any proceeding in lieu thereof or by acceptance of a deed given in lieu of foreclosure shall not be liable for any assessments against a Lot which became due prior to said lienholder taking title. No provision of this Section 13 may be amended without the joinder of all record owners of first mortgages encumbering Lots within the Property. However, any such delinquent assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all Lots.

Section 12. Exempt Property. Any parcel of the Property (excluding platted easements within Lots) which serves as an easement or which is dedicated and accepted by a local public authority and devoted to public use shall be exempted from the assessments charges and liens created hereby.

ARTICLE VI

RESTRICTIVE COVENANTS

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

Section 1. Land Use. No Lot shall be used except for residential purposes. Not more than one (1) Living Unit shall be built on each Lot.

Section 2. Dwelling Size. All Living Units shall have a minimum of One Thousand Four Hundred (1,400) square feet of air conditioned space.

Section 3. Building Location.

a. Front yards shall not be less than twenty-five (25) feet in depth measured from the front Lot line to the nearest front wall or overhang of any Living Unit.

b. Rear yards shall not be less than twenty-five (25) feet in depth measured from the rear Lot line to the nearest rear wall or overhang of any Living Unit, exclusive of pool, pool enclosure or patio.

c. Side yard set backs shall be not less than seven and one-half (7½) feet on each inside Lot line and not less than twenty-five (25) feet on the side of any Lot adjoining a street.

Section 4. Living Unit Characteristics. No Living Unit shall exceed thirty-five (35) feet in height. Each Living Unit shall have a private, enclosed garage for no less than two (2) nor more than three (3) cars. Servant quarters and/or a storage or tool room may be attached to the ground floor of such garage. No garage may later be used for living area without the construction of a garage as specified above to replace that which is converted to living area.

Section 5. Additional Garage Characteristics. Each garage must have a minimum interior width of twenty (20) feet, with

either a single overhead door with a minimum width of sixteen (16) feet, or two (2) or three (3) individual overhead doors, each with a minimum width of eight (8) feet. All Living Units shall be served with a paved driveway of either concrete or asphalt of at least sixteen (16) feet in width at the entrance of the garage. Garage doors shall remain closed at all times except for gaining access to or departure from the garage.

Section 6. Roofs. Flat, built-up roofs, shall be permitted only over Florida rooms, porches or patios, at the rear of the Living Unit. All other roofs shall have at least a 5 $\frac{1}{4}$ - 12 pitch and be composed of tile, asphalt shingle, cedar shake shingle, slate construction or special roofing as may be approved by the ACC.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any Lot owned by an Owner, except for a "For Sale" sign or "Open House" sign. In any event, no sign on a Lot owned by an Owner shall be larger than six (6) square feet, per face.

Section 8. Game and Play Structures. All basketball backboards and any other fixed game or play structures shall be located at the rear of the Living Unit. Treehouses or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of a Living Unit constructed thereon.

Section 9. Antenna. No radio, television or any other exterior electronic or electrical equipment, antenna, aerial, or satellite dish shall be installed or maintained on the exterior of any Living Unit unless it is located at the rear of the Living Unit so that it is not visible from the street.

Section 10. Fences. No fence or fence walls shall be constructed, erected or maintained on or around any portion of a Lot that is in front of the front setback line of the Living Unit on that Lot. No fence or fence walls shall exceed a height of six (6) feet, nor shall any material used in the construction of said fence consist of any type other than masonry, brick, redwood, or other solid wood (side and rear Lot line only).

Section 11. Swimming Pools. No above ground pools are permitted on the Property.

Section 12. Maintenance of Lots. Once a Lot has been sold by the Developer, whether improved or not, it shall be maintained in good appearance free from overgrowth and rubbish. In the event any Lot is not so maintained, then the Association shall have the right to enter upon said Lot for the purpose of cutting and removing such overgrowth and rubbish, and the expense thereof shall be charged to and paid by the Owner of such Lot. In the event said expense shall not be paid by said Owner within thirty (30) days after being provided with a written demand for payment, such expense shall be declared delinquent and shall, together with interest thereon at the rate of ten percent (10%) per annum and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the Lot which shall bind such Property in the hands of the Owner, its heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment shall remain its personal obligation for the statutory period.

Section 13. Garbage and Trash Disposal. No Lot may be used or maintained as a dumping ground for rubbish, trash or other waste except Lots owned by a Builder. A Builder may use Lots to which it holds title for said purpose in relation to its construction of Living Units. All trash, garbage and other waste of Owners shall be kept in sanitary containers and, except during pick up, if required to be placed at the curb, all containers shall be kept at the rear of all Living Units or out of sight from the street. No burning of trash or other waste materials shall be permitted.

Section 14. Offensive Activity. No noxious or offensive activity shall be engaged in on any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood; and, further no cows, cattle, goats, hogs, poultry or other like animals or fowl shall be kept or raised on any Lot or any Living Unit; provided, however, that nothing herein shall prevent the keeping of a domestic pet; provided, however, all domestic pets shall either be kept on a leash or kept within an enclosed area. No commercial breeding of such pets may be engaged on the Lot.

Section 15. Temporary Structures. No structure of a temporary character and no trailer or mobile home, camper, recreational vehicle or tent, shack, garage, barn, or any outbuild-

ing shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 16. Clotheslines. No clotheslines are permitted on the Property.

Section 17. Vehicles and Repair. No inoperative cars, trucks, campers, recreational vehicles, boats, trailers, mobile homes, or any other type of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair work performed on any motor vehicle on or adjacent to any Lot. No cars, trucks, trailers, mobile homes, boats, campers, recreational vehicles or other vehicles shall be allowed to be parked for over twenty-four (24) hours in front of or beside a Living Unit.

Section 18. Boat Storage. A boat may be kept on a Lot as long as the boat is kept in a fenced area on the Lot. The fenced area may not project beyond the front of the front setback line of the Living Unit on the Lot. The maximum height of any boat stored on a trailer shall be eight (8) feet.

Section 19. Landscape. Within seven (7) days from the issuance of a Certificate of Occupancy for a Living Unit, the Lot upon which said Living Unit is located must be sodded.

Section 20. Mail/Paper Boxes. In the event mail is delivered to individual Lots, no mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines, or similar material shall be erected or located on any Lot unless the size, location, design and type of material for said boxes or receptacles shall have first been approved by the ACC.

Section 20. Easements. The easement area of each Lot and all improvements located within it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE VII

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Orange County, Florida, and is more particularly described as follows:

Winter Hill, according to the Plat thereof,
recorded in Plat Book 26 Page 100-102 Public
Records of Orange County, Florida.

Section 2. Additions to the Property. Additional residential property may be annexed to the Property with the consent of sixty-seven percent (67%) of each of the owners and the prior approval of the Federal Housing Administration or the Veteran's Administration.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Lots, Living Units and the Property, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless terminated by a vote of two-thirds (2/3) of the Owners.

Section 2. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an Owner on the records of the Developer or the last known address of the person as it appears in the Public Records of orange County, Florida.

Section 3. Enforcement. The Association or any Owner may enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, or both, and against the

Property or any portion thereof to enforce any lien created by these covenants; failure by the Association, the Developer, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Waiver of Minor Violations. Developer, its successors or assigns, reserves the right to waive any violations of the covenants contained in this Declaration, in the event Developer shall determine, in its sole discretion, that such violations are minor or dictated by the peculiarities of a particular Lot configuration or topography.

Section 5. Attorneys' and Paralegals' Fees. In the event any action shall be brought by the Developer, its successors or assigns or by the Association or any Owner for the purpose of enforcing the provisions contained in this Declaration, it is expressly understood and agreed that all costs, including reasonable attorneys' and paralegals' fees, incurred by any moving party in such legal proceeding which result in the successful enforcement thereof, shall be borne in full by the defendant in such proceedings.

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

Section 7. Amendments. This Declaration may be amended during its initial twenty (20) year term by the then Owners of at least sixty percent (60%) of the Lots by executing a written instrument effecting said changes and recording said instrument in the Public Records of Orange County, Florida and thereafter by an instrument signed by not less than fifty percent (50%) of the Lot Owners; provided, however, in no event shall any amendment be made to this Declaration without the prior written consent of Developer and Southeast Bank, N.A. during such time as Developer shall continue to own any Lot in the Property, or after Developer has transferred all interest in the Property, without the prior approval of the Federal Housing Administration or the Veterans Administration. No amendment which substantially, unreasonably or adversely affects any record owner(s) of mortgage lien(s) shall be effective unless a majority of the record owners of mortgage liens, and Southeast Bank N.A., its successors and/or assigns shall join in the execution of the amendment.

ARTICLE IX

DEDICATION

Tracts A, B, and C, according to the plat of Winter Hill, recorded in Plat Book 26, Page 100-102, Public Records of Orange County, Florida (hereinafter "Plat"), have been dedicated to Orange County by the Developer for the purpose of Stormwater Management Area by execution of the dedication on the face of the Plat.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as of the date and year first above written.

DEVELOPER

WINTER GARDEN WEST, LTD., a
Florida limited partnership

By: HAGEN DEVELOPMENT COMPANY,
General Partner

Mark W. Gault
Witness

By: Terry D. Hagen
Terry D. Hagen

As its: President

Kelly K. Searcy
Witness

(CORPORATE SEAL)

By: THE NEAL W. HARRIS COMPANY,
General Partner

Kelly K. Searcy
Witness

By: Neal W. Harris
Neal W. Harris

As its: President

Jacqueline Boyzeto
Witness

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared TERRY D. HAGEN, well known to me to be the President of HAGEN DEVELOPMENT COMPANY, a Florida corporation, a General Partner of the limited partnership named in the foregoing instrument, and that he acknowledged executing the same on behalf of said corporation in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of June, 1990.

Kelly Kling Searcy
Notary Public
My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

Notary Public, State of Florida
My Commission Expires March 3, 1992
Bonded thru Tray Feltz - Insurance Inc.

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

corporation, a General Partner of the limited partnership named in the foregoing instrument, and that he acknowledged executing the same on behalf of said corporation in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of June, 1990.

Jacqueline Bozzuto
Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 10, 1993
Bonded Sept. 1987 / Term: 12 months 1988

This document prepared by:

Jacqueline Bozzuto, Esq.
BAKER & HOSTETLER
2300 Sun Bank Center
200 South Orange Avenue
Post Office Box 112
Orlando, Florida 32802
(407) 649-4000

WP-22236/89003-2.GTB.jb
06/07/90.sd

JOINDER AND CONSENT TO DEDICATION

The undersigned hereby certifies that it is the holder of a mortgage, lien or other encumbrance upon the above-described property, and that the undersigned hereby joins in and consents to the execution of the Declaration of Covenants and Restrictions as to the lands described above by the owner thereof, and agrees that its mortgage, lien, or other encumbrance, which is recorded in Official Records Book 4161 at Page 1909 of the Public Records of Orange County, Florida, shall be subordinated to the above Declaration of Covenants and Restrictions.

Signed, sealed and delivered
in the presence of:

SOUTHEAST BANK, N.A.

Mark E. Shuler
Witness

By:

J. Todd South

As its: Vice-President

Frederick A. [Signature]
Witness

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

THIS IS TO CERTIFY that on June 14, 1990, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared J. TODD SOUTH as Vice-President of SOUTHEAST BANK, N.A., to me known to be the person described in and who executed the foregoing Joinder and Consent to Dedication and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Janet E. Munnell
Notary Public
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 11, 1994
BONDED THRU HUCKLEBERRY & ASSOCIATES

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WINTER HILL HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 7, 1991, as shown by the records of this office.

The document number of this corporation is N41981.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
7th day of February, 1991.



CR2EO22 (6-88)

Jim Smith

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
WINTER HILL HOMEOWNERS ASSOCIATION, INC.

FILED
91 FEB -7 PM 12:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Section 617, Florida Statutes, the undersigned, all of whom are residents of the State of, Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation, not for profit, and do hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is Winter Hill Homeowners Association, Inc. (hereafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 1311 S. Vineland Road, Winter Garden, Florida.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

A.G.C. Co., whose address is 200 South Orange Avenue, Suite 2300, Orlando, Florida 32801, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

See attached Exhibit "A"

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions, for Winter Hill recorded in Official Records Book 4215, Page 1769 of the Public Records of Orange County, Florida as the same may be amended from time to time as therein provided, (hereinafter called the "Declaration"), said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3rds) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell 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 to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of each class of Members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of Members;

(g) Have and exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest of any Lot which is subject to the Declaration and to assessment by the Association, including contract sellers shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot 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 they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Developer or Builder (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On August 1, 1994.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Neal W. Harris	1311 S. Vineland Road Winter Garden, Florida 34787
Joseph H. Staley, III	1311 S. Vineland Road Winter Garden, FL 34787
Neal W. Harris, Jr.	1311 S. Vineland Road Winter Garden, FL 34787

At the first annual meeting the Members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the Members shall elect three directors for a term of three years.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of

Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. The following named persons shall serve as officers until the first election of officers is conducted by the Board of Directors:

<u>President:</u>	Neal W. Harris
<u>Vice-President:</u>	Joseph H. Staley, III
<u>Secretary:</u>	Neal W. Harris, Jr.
<u>Treasurer:</u>	Neal W. Harris, Jr.

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused

acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

DURATION

Corporate existence shall commence upon the date of filing of these Articles of Incorporation with the Secretary of the State of Florida. The corporation shall exist perpetually.

ARTICLE XI

INCORPORATOR

The names and addresses of the incorporators are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Neal W. Harris	1311 S. Vineland Road Winter Garden, Florida 34787
Joseph H. Staley, III	1311 S. Vineland Road Winter Garden, Florida 34787
Neal W. Harris, Jr.	1311 S. Vineland Road Winter Garden, Florida 34787

ARTICLE XII

AMENDMENTS

Amendment of this Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XIII

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 5th day of February, 1991.



Neal W. Harris

Joseph H. Staley, III
Joseph H. Staley, III

Neal W. Harris, Jr.
Neal W. Harris, Jr.

STATE OF FLORIDA)
) SS.
COUNTY OF Orange)

I HEREBY CERTIFY that on this 5th day of February, 1991, before me the undersigned authority, personally appeared Neal W. Harris, known to me to be the persons who executed the foregoing Articles of Incorporation and acknowledged the execution of such instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at Orlando, in the County of Orange, State of Florida, this 5th day of February, 1991.

Edward J. Lamm
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES FEBRUARY 1, 1992
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF FLORIDA)
) SS.
COUNTY OF Orange)

I HEREBY CERTIFY that on this 5th day of February, 1991, before me the undersigned authority, personally appeared Joseph H. Staley, III, known to me to be the persons who executed the foregoing Articles of Incorporation and acknowledged the execution of such instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at Orlando, in the County of Orange, State of Florida, this 5th day of February, 1991.

Elizabeth A. Simon
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: FEB. 11, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF FLORIDA)
) SS.
COUNTY OF Orange)

I HEREBY CERTIFY that on this 5th day of February, 1991, before me the undersigned authority, personally appeared Neal W. Harris, Jr., known to me to be the persons who executed the foregoing Articles of Incorporation and acknowledged the execution of such instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at Orlando, in the County of Orange, State of Florida, this 5th day of February, 1991.

Elizabeth A. Simon
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: FEB. 11, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

WP-0306GTB\22236\89003.GTB
02/05/91.psh

REGISTERED AGENT CERTIFICATE

In pursuance of the Florida General Corporation Act, the following is submitted, in compliance with said statute:


That Winter Hill Homeowners Association, Inc. desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation at the City of Orlando, County of Orange, State of Florida, has named A.G.C. Co., located at said registered office, as its registered agent to accept service of process and perform such other duties as are required in the State.

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above-stated Corporation, at the place designated in this Certificate, the undersigned, by and through its duly elected officer, hereby accepts to act in this capacity, and agrees to comply with the provision of said statute relative in keeping open said office, and further states it is familiar with §607.325, Florida Statutes.

A.G.C. CO.

By:


G. Thomas Ball
Vice President

DATED:

7.8.6.1991

FIRST AMERICAN TITLE INSURANCE COMPANY

EXHIBIT "A"

FILED
91 FEB -7 PM 12:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

A portion of Lots 3, 4, 5 and 6 and land West of Lots 5 and 6 to the $\frac{1}{2}$ Section line (less the West 200.00 feet thereof and less roads rights-of-way) as shown on the Plat of LAKE SHERWOOD GROVES, as recorded in Plat Book H, Page 15 of the Public Records of Orange County, Florida, more particularly described as follows:

Commence at the East $\frac{1}{4}$ corner of Section 27, Township 22 South, Range 28 East, thence run S 89 33'16" W along the South line of the Northeast $\frac{1}{4}$ of said Section 27 for a distance of 15.00 feet to the Northeast corner of Lot 4, LAKE SHERWOOD GROVES, as recorded in Plat Book H, Page 15, of the Public Records of Orange County, Florida and the Point of Beginning; thence run S 00 10'48" E along the East line of said Lot 4, said East line being 15.00 feet West of and parallel with the East line of the Southeast $\frac{1}{4}$ of said Section 27 for a distance of 1329.85 feet to the South line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 27 and the southeast corner of said Lot 4; thence run S 89 50'48" W along said South line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the South line of said Lot 4 for a distance of 5.08 feet to the North right-of-way line of Old Winter Garden Road (66 foot right-of-way); thence run N 82 33'49" W along said North right-of-way line for a distance of 88.92 feet to the point of curvature of a curve concave Southwesterly having a radius of 1942.86 feet; thence run Northwesterly along the arc of said curve and said North Right-of-Way line through a central angle of 07 35'23" for a distance of 257.36 feet; thence run S 89 50'48" W along said North Right-of-Way line for a distance of 295.53 feet; thence leaving said North Right-of-Way line run N 00 04'09" W along the East line of COUNTRY GROVE, as recorded in Plat Book 15, of the Public Records of Orange County, Florida for a distance of 1297.49 feet; thence run S 89 33'52" W along the North line of said COUNTRY GROVE for a distance of 663.08 feet; thence run N 00 01'32" E along the East line of JOSLIN GROVE PARK, as recorded in Plat Book O, Page 86, of said Public Records for a distance of 22.92 feet; thence run S 89 49'58" W along the North line of said JOSLIN GROVE PARK for a distance of 669.47 feet; thence run S 00 04'53" E along the West line of said JOSLIN GROVE PARK for a distance of 25.98 feet; thence run S 89 33'16" W along said South line of the Northeast $\frac{1}{4}$ of said Section 27 for a distance of 463.46 feet; thence run N 00 02'53" W along a line lying 200.00 feet East of and parallel with the West line of said Northeast $\frac{1}{4}$ of Section 27 for a distance of 663.07 feet; thence run N 89 36'43" E along the North line and the Westerly projection of Lot 6 of said LAKE SHERWOOD GROVES for a distance of 2439.92 feet to the Northeast corner of said Lot 6; thence run S 00 02'54" W along the East line of Lots 5 and 6 of said LAKE SHERWOOD GROVES, said East line being 15.00 feet West of and parallel with the East line of said Northeast $\frac{1}{4}$ of Section 27 for a distance of 660.63 feet to the Point of Beginning.

All other matters remain in full force and effect.