

Note: This restatement incorporates the original "Covenants and Restrictions" Recorded on March 15, 1974 at OR Book 2509, Page 1465, and the amendments of record thereto recorded on April 1, 1974 at Book 2515, Page 297, and on March 10, 1976 at Book 2684, Page 216, and on April 17, 1978 at Book 2880, Page 1600, and on October 11, 1978, at Book 2940, Page 1774, October 21, 1997, at Book 5348, Page 5000, and on December 13, 1999 at Book 5900, Page 1428 and on June 12, 2000 at Book 6022, Page 465

**THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
ORANGE TREE COUNTRY CLUB, UNIT 1**

THIS DECLARATION, made this 15th day of March, A.D., 1974, by Orange Tree Country Club Development Corporation, Inc., hereinafter called Developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common recreational and security facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which, should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, THE ORANGE TREE PROPERTY OWNERS' ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

Definitions

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

(a) "Association" shall mean and refer to the Orange Tree Property Owners' Association.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those identified common areas of land shown on any recorded subdivision plat of The Properties and Intended to be devoted to the common use and enjoyment of the Owners of The Properties, including streets.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each living unit is situated upon its Individual Lot.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, 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.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof. Where the Owner of Record is a corporation or other artificial entity, the Member shall be the natural person regularly residing on the Lot or Living Unit. If no natural person resides thereon, the Member shall

be appointed by the Owner.

(i) "Developer" shall mean and refer to the Orange Tree Development Corporation, Inc. or any such entity or person as shall be subsequently the assignee or transferee of the right, duties, and privileges reserved by this instrument to the Developer.

ARTICLE II

Property Subject to This Declaration: Additions Thereto

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

(See attached description of Plat of Section)

Designated as Phase 1 Orange Tree

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions in accordance with a General Plan of Development. The Developer, its heirs, assigns or transferees, shall have the right but not the duty to bring within the scheme of this Declaration additional properties in future phases of the development. The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restriction, with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions

and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in Subsection (a) hereof.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership: Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer.

Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot or Living Unit all such persons shall be members and the vote for such Lot or Living Unit shall be exercised as they among

themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. Class B members shall be the Developer. The number of votes reserved to the Class B member at any time shall be equal to the then authorized and existing Class A members less one (1). Provided, however, the Class B membership shall cease and become converted to Class A membership or the happening of any of the following events, whichever occurs earlier:

- (a) The number of Class A members shall equal nine hundred (900), or
- (b) January 1, 2000 A.D., or
- (c) The Class B member shall voluntarily convert to Class A membership status.

From and after the happening of these events, whichever occurs earlier, the Class B members shall be deemed to be a Class A member entitled to one vote for each lot or Living Unit in which it holds the interests required for membership under Section 1; provided, however, such conversion may not occur when the result would be to give the Developer more votes than the other Class A members. (For purposes of determining the votes allowed under this section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.)

ARTICLE IV

Property Rights in the Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the

Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such as it has completed improvements thereon and until such time as, in the sole opinion of the Developer, the Association is able to maintain the same.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject so the following:

(a) the right of the Developer and of the Association in accordance with its Articles and Bylaws, to borrow for the purpose of improving the Common Properties, and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored: and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-referenced properties and to protect the health, welfare and safety of the residents in the community. Such steps shall include protecting the common areas from foreclosure and such steps may include, but not be limited to the installation of traffic control devices to protect against excessive speed in the community: and

(c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days to any infraction of its published rules and regulations: and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot or Living Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (1) annual assessments or charges: (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection, including reasonable attorneys' fees and court costs, thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien on the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Provided, however, that in the event a Lot or Living Unit is subject to an acquisition, development

or permanent mortgage held or owned by a recognized lending institution, the assessment lien shall be considered subordinate to such mortgage prior to foreclosure, or deed in lieu of foreclosure, and the provisions of Article V, Section 9 shall apply.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. The annual assessment shall be determined by a vote of the Members. The annual assessment shall remain constant for the next succeeding three (3) years at which time a new annual assessment shall be established by the Members for the next succeeding three (3) year term. Provided, however, the Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount, and the Board of Directors shall be responsible for determining the procedure and classes of assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of

defraying, in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Quorum for Any Action Authorized Under Section 4. The quorum required for any action authorized by Section 4 hereof shall be as follows: At the first meeting called, as provided in Section 4, the presence at the meeting of Members or of proxies, entitled to cast fifty (50) percent of all the votes of each class of membership combined shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on

she first day of March of said year. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whatever said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30)

days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Sectors 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 1, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such

legal exemption.

ARTICLE VI

Architectural Control

Section 1. Review. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration or substantial addition be made to a yard on any lot which changes the use or appearance of said yard until the same shall be submitted in writing to and approved in writing by the Association. The Application may be approved or disapproved on any basis whatsoever, including pure aesthetics.

Section 2. Review Committee. The review Committee shall consist of any three Board Members. A simple majority is required for approval or disapproval of any application. A complete written application, together with accurate plans and specifications must be received by the Board of Directors at least two calendar weeks prior to commencing any changes or alterations. Approval or disapproval will be provided in writing within 30 calendar days of receipt of a fully completed application and all supporting documents. If written approval or disapproval is not made within 30 days the application shall be deemed approved.

ARTICLE VII

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The

Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) 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 and until members owning not less than an absolute majority of the Lots or Living Units agree, by vote taken at a duly called meeting of the members at which a quorum is present, or agree by written consent without a meeting to amend the covenants and restrictions. Notwithstanding the foregoing, and notwithstanding anything in the By-Laws of the Association to the contrary, a quorum of the members at such a meeting shall not exceed the maximum quorum size allowed by law. In the event a quorum can not be obtained at a meeting called to consider amendments to this Declaration, the members in attendance shall have the power to adjourn the meeting for a period not to exceed thirty (30) days, and may reconvene the meeting after notice to all members. At the reconvened meeting, the percentage of members necessary to constitute a quorum shall be not greater than the number of members present in person or by proxy, and the percentage of the members needed to approve the proposed amendment shall be not greater than forty (40%) percent of all members. (For purposes of meeting the majority requirements, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.) Any amendment so made shall be effective upon recording. A copy of each amendment also shall be provided to all members upon passage.

Section 2. Notices. Any notice required to be sent to any Member or Owner

under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association as the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association 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. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

ARTICLE VIII

Special Provisions

The following Special Covenants and Restrictions are imposed upon The Properties:

1. No boundary wall shall be Constructed with a height of more than six feet above the ground level of adjoining Property. Waterfront walls of solid construction or solid waterfront hedges shall not be permitted in excess of three feet in height: such walls or hedges, where partially open, will be permitted to a height of not more than six feet. No wall of any height shall be constructed on any lot until after the height, type, design and approximate location thereof shall have been approved in writing by

Association. The heights or elevations of any wall shall be measured from the existing property elevations. Any questions as to such heights may be conclusively determined by the Association.

2. All garbage or trash containers, oil tanks and bottled gas tanks must be underground or placed in walled or landscaped areas of sufficient height so that they shall not be visible from the adjoining properties. Trash containers may be placed curbside after dusk the day before collection and must be placed out of sight by dusk of the day of collection. All swimming pool and spa equipment, including storage tanks, chemical feeder, heating equipment, or any other pool or spa apparatus must be shielded by fencing approved by the Association so that said equipment or apparatus is not visible from the street or adjoining properties, or unless otherwise required by law.

3. All lawns in the front of the property shall extend to the pavement line. No gravel or black-top parking areas are allowed except as shown on the original plot plan of the lot or as approved by the Association after submission of the application and plans for specifications as described in Article VI hereof. All landscaping shall be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plants, removal of weeds and noxious grasses, and removal of trash. In the event that a property owner does not maintain his/her yard in accordance with the foregoing standards, the Association shall have the right to provide professional maintenance to the offending yard at the property owner's expense after ten days' prior written notice to the property owner. The cost of such maintenance shall be treated as an assessment

upon the lot for which the Association may lien and foreclose in the manner elsewhere provided herein.

4. No building (except as permitted in multi-family areas) shall be allowed or erected on any Lot in said subdivision except one family dwelling house, all for the use and occupancy of one family and attendant domestic servants only, provided that no such building shall exceed two stories in height. Single family residential units shall have a minimum of 1,800 square feet of enclosed living area, exclusive of garages and patios, unless the Association expressly agrees to a lesser area pursuant to Article VI hereof.

5. Unless otherwise required by law, no outdoor clothes drying areas shall be allowed unless it is not visible from adjoining properties or from the street.

6. No tents and no temporary or accessory building or structure including storage sheds, shall be erected on the lands hereby conveyed or on any of the lots in said subdivision without the prior written consent of the Association.

7. Short term vehicle street parking shall be limited to six (6) hours and no street parking is allowed between the hours of 12 AM (*i.e.* midnight) and 5 AM. No parking on any landscaped areas, including any yard, is allowed. No motor vehicle exceeding 21 feet in length and 6 ½ feet in height, nor any commercial vehicles (consisting of vehicles bearing commercial labels, vehicles designed or used to carry tools of trade, and vehicles designed or available for hire and used to carry living or dead persons for hire), any mobile or motor home, travel trailer, camper shell, boat, boat trailer, or other similar equipment shall be parked, maintained, or repaired on any lot or street unless said

vehicle or vessel is inside of a garage and out of view of adjoining property and the street; with the exception that a motor home or travel trailer shall be permitted to park on a residential driveway for up to three days and two nights a maximum of 24 hours during any twelve month period. Motor homes, campers, boats, or similar equipment cannot be occupied while parked on a residential driveway.

8. No building shall be erected upon any lot so that any part of the said building shall be closer than 30 feet to any front boundary line of said premises, which line extends along the street or highway right-of-way line; or so that any part of said building is closer than ten feet to any side lot line or closer than 35 feet to any rear lot line, or ten feet to any other boundary line of said premises. Where lots have curved property lines, said setback distance shall be taken as right angles with the tangents to the curve. All other setbacks shall measure at right angles to the property line. No building shall be erected on a corner so that a setback from the street on which the building faces is less than 30 feet or so that the setback from the side street is less than 25 feet. As to docks, piers and boathouses and lot boundaries that are adjacent to a park or open water course, the setbacks shall be twenty (20) feet, along said boundary except that clean fill may be placed nearer provided that the water course is not altered or blocked by such fill.

9. When a building or other structure has been erected, or its construction substantially advanced, and the building is located on any lot or building plot in a manner so as to constitute a violation or violations of these Covenants and Restrictions, the Association shall have the right at any time to release the lot or building plot, or

portions of it, from any part of the Covenants and Restrictions as are violated; however, the Association shall not give any such release except with respect to a violation that it, in its sole discretion, determines to be minor.

10. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood. No building or structure, including fence, screened enclosure, air conditioning enclosure, and pool/spa equipment enclosure, shall be permitted to fall in to disrepair. All swimming pool and spa areas shall be maintained in a clean, sanitary and usable condition.

11. No sign of any kind shall be displayed to the public view on any lot except one professionally prepared sign generally acknowledged as indicating that a property is for sale, for rent, or for lease, not to exceed 18" by 24" or signs used by a builder to advertise the property during the construction and sales period. Special event signs, including election signs, may be approved for a specific time frame by the Association.

12. No lots shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. All basketball backboards and other fixed game and play structures shall be located at the side or rear of the dwelling or on the inside portion of the corner lots within the setback lines and only if there is sufficient land or space for these items as determined by the review committee. 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 the

residence constructed thereon.

14. Plans and specifications for any swimming pool or tennis court to be constructed on any lot shall be subject to approval of the Association. All applications for approval must be accompanied by a screen or fence plan as well as a plat of the property with the pool plan indicated thereon.

15. In reviewing the building plans, the Association shall take into account the natural landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them in the landscaping plan. No trees of six inches or greater in diameter at one foot above the natural grade can be cut or removed without approval of the Association which approval may be given when such removal is necessary for the construction of a home or if such tree(s) is dead or dying as determined by a qualified arborist, or is in danger of falling, or causing damage to a structure or injuring a person(s). Notwithstanding the following, no tree shall be removed without first obtaining all proper governmental permits and approvals.

16. Unless otherwise required by law, no window air-conditioning units or other window devices shall be permitted.

17. Unless otherwise required by law, all house connections for all utilities, including, but not limited to, water, sewerage, electricity, gas, telephone and television shall run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority.

18. The Association specifically reserves the right to assign, transfer, or delegate any of the rights, privileges, discretion, duties or responsibilities created in it by virtue or

these Covenants and Restrictions to any other persons or entity.

19. No carports shall be permitted and all garages shall be at least adequate to house two (2) standard-sized American automobiles. All garage doors must be maintained in a usable condition and painted a color to match the existing paint scheme.

20. No lot owner, without the express prior written consent of the Association, shall construct any improvements or make any changes to his lot which shall have the result of changing, altering or affecting the natural or artificial water courses, canals, ditches, swales, ponds or drainage of the Orange Tree Project.

21. On all lots having any frontage upon the golf course lands operated as a golf course by the Orange Tree Country Club or its successors and assigns, no fence, boundary walls, or other solid structures and accessories of any type will be aloud. Hedges, where approved by the Association, may not exceed five (5) feet in height and shall be maintained and groomed in a manor which does not interfere with the play of golf and does not extend past the out of bounds lot line contiguous to the golf course. Patios, where approved by the Association, shall be set back at least twenty (20) feet from the rear lot line contiguous to the golf course and at least ten (10) feet from the side lot line. With the prior written consent of the Association, patios may be placed closer than twenty (20) feet but not closer than fifteen (15) feet, to the rear lot line contiguous to the golf course, which consent may be withheld for any reason, including but not limited to the failure of any adjoining lot owner, whether or not a member of the Association, to concur with the placement of the patio. Enclosed pools, where approved

by the Association, shall be set back at least twenty-five (25) feet from the rear lot line contiguous to the golf course and at least ten (10) feet from the side lot line. With the prior written consent of the Association, swimming pools may be placed closer than twenty-five (25) feet, but not closer than ten (10) feet to the rear lot line contiguous to the golf course, which consent may be withheld for any reason including but not limited to the failure of any adjoining lot owner, whether or not a member of the Association, to concur with the placement of the swimming pool.

22. All awnings must be approved by the Association, and be of a color, size, material, and design compatible to the homes exterior colors and dimensions. Metal awnings are prohibited.

23. Except as otherwise required by law, no solar equipment may be installed without the approval of the Association.

24. Driveway expansion alteration or painting requires approval of the Association. All driveways must be able to accommodate vehicles of the size set forth in Article VIII, Section 7. Unsightly driveway surfaces are prohibited.

25. Cats and dogs, not exceeding two (2) in aggregate, are permitted in each residence in addition to other household pets that are kept caged or in an aquarium at all times. Pets shall be within fenced areas or on a leash whenever outdoors. Pets shall not be a threat or a nuisance to the neighbors or create unreasonable noise. Pet owners are also responsible to prevent their pets from soiling their neighbors' property and gardens, and must clean up after their pets in case of a mistake. In no event shall animals be kept for commercial purposes, as this is a violation of the Orange County

Code.

26. An in-home business shall only be permitted to operate from a residence if no one other than the authorized resident works in a home, no deliveries are made, no inventories are stored on the property, no excessive noise or activity occurs at the property, and the business is in full compliance with all the Government requirements. The home address and phone numbers may not be used in advertising of the business.

27. Rental of any dwelling unit must be for a minimum of six months. An owner renting a dwelling shall be responsible to the homeowners association for all adherences by his or her tenants to the covenants and restrictions of this homeowners association.

28. No bushes, trees or shrubs may be planted in a drainage easement that is shown on a recorded plat.

29. All roofs must be slate, barrel tile, or Architectural Grade composition shingles with a minimum life of 15 years. Any composition shingle should be random cut three tab or greater and textured. No aluminum roofs will be permitted. Association approval must be obtained as set forth in Article VI. All roofing materials must meet current County/Construction Specifications.

ARTICLE IX

Amendment by Association

The Association, its assignees or successors in interest, reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) to

include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained; or (c) to release any building plot from any part of the covenants and restrictions which have been violated (including without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Association, in its sole judgment, determines such violation to be a minor or insubstantial violation; and (d) to release any building plot or portion of The Properties from any part of the Covenants and Restrictions in order to meet the requirements of financing, permanent or temporary, on any part of The Properties, or to meet the requirements of any governmental agency or entity having jurisdiction over or affecting The Properties or the Association.

1. On lots 32, 33, 34, 35 and 36, no structure shall be built within 20 feet of the center line of the drainage easement dedicated on the plat and crossing said lots.
2. Within the drainage easement where it passes through lots 32, 33, 34, 35 and 36, the land shall remain in its natural state.
3. Should it be determined that the Board of Trustees of the Internal Improvement Trust Fund had no jurisdiction to make such a request, this amendment to the Covenants and Restrictions shall become null and void, ab initio. A declaration of no jurisdiction by the Developer or Association, filed of record with the knowledge and consent of the Florida Land Sales Board, shall be sufficient to cancel this amendment.