Master HOA Covenants, By-Laws, Articles, and Other Governing Documents

NOTE 1: Homeowners' Associations in Florida must adhere to Florida Statute Chapter 720, also known as the HOA Act.

The laws expressed in FS 720 take precedence over these governing documents unless FS 720 states in a specific case that the governing document prevails.

These governing documents may not reflect the latest updates to FS 720, so please examine the corresponding sections of FS 720 to ensure continued adherence to Florida law.

NOTE 2: There is a hierarchy of HOA documents. If there are any conflicts, the higher-level documents take precedence.

1. Federal and State Laws and Statutes.
2. Orange County Recorded Maps and Plats.
3. Our Master Declaration of Covenants, Conditions, and Restrictions (CC&Rs).
4. Our Articles of Incorporation.
5. Our Bylaws.

If there is a conflict between our CC&Rs, Articles, and Bylaws, the higher-level document takes precedent. Lower-level documents do not need to be revised to remove the conflict.

NOTE 3: The definition of Class C membership was deleted by an amendment in 1990. The authors at that time did not remove other references to Class C. To avoid making content changes to this document, and for a historical record, those references remain.

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MASTER COVENANTS FOR ORANGE TREE

(Recorded July 22, 1983, in OR Book 3400, page 1411, Public Records of Orange County, Florida)

THIS DECLARATION is made this 13th day of July, 1983 by ARVIDA CORPORATION, a Delaware corporation, which declares hereby that "The Properties" as described in Article 2 hereof are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE 1 - DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" or "Master Association" shall mean and refer to ORANGE TREE MASTER MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit, which is (or is to be) incorporated.

(b) "Common Areas" shall mean all property legally described in Exhibit A attached to this Declaration (including, but not limited to, all roads lying within The Properties); together with, if applicable, all Landscaping and Pedestrian Areas, entry features, bus shelters, signs erected by the Developer to identify the development, the main gatehouses (if any), other central security facilities and equipment, if any, and any special design features lying within public rights of way as long as the aforesaid items abut the aforesaid property described in Exhibit A even if lying outside of the boundaries of the Development (such as landscaping, median strips and covered bridges) and are declared as Common Areas herein; and such similar items or property which may hereafter be added by supplemental declaration regardless of whether any such items are capable of being legally described or lie within dedicated areas or abut The Properties; together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, lakes, off street parking areas, sidewalks, street lights and entrance features, but excluding any public utility installations thereon. Developer shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Common Areas such facilities as Developer deems appropriate. The timing and phasing of all such construction shall be solely within the discretion of Developer.

(c) "Country Club" shall mean and refer to the Orange Tree Country Club currently operated and leased by Orange Tree Country Club, a Florida joint venture, and located within portions of the Development.

(d) "Developer" shall mean and refer to Arvida Corporation, a Delaware corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign only a portion of its rights hereunder, or all or a

portion of such rights in connection with appropriate portions of the Development. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

(e) The "Development" shall mean all property legally described in Exhibit B attached to this Declaration which is intended to be made part of a common scheme of development in the manner specified hereunder.

(f) "Existing Parcels" are those 1°B lots located in ORANGE TREE COUNTRY CLUB - UNIT ONE, and ORANGE TREE COUNTRY CLUB - UNIT 1A, according to the Plats thereof as recorded in Plat Book 5, at Page 115 and Plat Book 8, Page 54, respectively, of the Public Records of Orange County, Florida (which lots are owned by various owners, respectively, including, but not limited to, Developer).

(g) "Landscaping and Pedestrian Areas" shall mean and refer to strips of land of varying widths abutting the roads in The Properties for portions or all of their entire length, notwithstanding that any such strips of land may lie within the common areas owned by Sub-Associations within the Development. The Developer shall make reasonable efforts to indicate a physical boundary between the Landscaping and Pedestrian Areas referred to above and such other common areas, but in the absence of such physical boundary, the Developer shall have the absolute right to determine the actual boundary and such determination shall be binding on all affected associations and owners within the Development. The fact that certain of such Landscaping and Pedestrian Areas are not legally described shall not affect their character as Common Areas for purposes hereof.

Due to an Amendment dated July 28, 1988, the following language is added to this definition:

Landscaping and Pedestrian Areas shall be deemed nonexclusive easements in favor of the Master Association for the purposes set forth in this Declaration and may be located within Common Areas owned by Sub Associations or, alternatively, may be located on Lots. The maintenance of such Landscaping and Pedestrian Areas, be they located upon Common Areas or upon Lots, pursuant to Article 5 of this Declaration shall be the only responsibility of the Master Association with respect thereto and all other responsibilities and liabilities of the Owner(s) of the property upon which the Landscaping and Pedestrian Areas are located, whether get forth In this Declaration or generally existing at law, shall remain in full force and effect.

Nothing herein contained shall preclude roadways from traversing a Landscaping and pedestrian Area to connect with public or private roadways (but not Lots) on either side thereof. Any such roadways shall not be deemed a part of the Landscaping and Pedestrian Area and shall be the sole maintenance responsibility of the association charged with same.

(h) "Lot" shall mean and refer to any Lot on the various plats of portions of the Development, which plat is designated by Developer hereby or by any other recorded instrument to be subject to these covenants and restrictions (and to the extent Developer is not the Owner thereof, then designated by Developer joined by the owner thereof), any Lot shown upon any resubdivision of any such plat, and any other property hereafter declared as a Lot by the Developer (or in the case of an Existing Parcel, by the Developer joined by the Owner thereof) and thereby made subject to. this Declaration. To the extent a Lot is not an Existing Parcel and the Developer is not the Owner thereof, then such declaration shall be made by the Developer joined by the Owner thereof. In the case of a condominium hereafter made subject to this Declaration, the "Lots" therein shall be the individual condominium units thereof and not the parcel(s) of real property on which the condominium is constructed.

(i) "Member" shall mean and refer to all those owners who are Members of the Master Association as hereinafter provided,

(j) "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 of the Country Club) situated upon The Properties.

(k) "Sub-Association" shall mean any estate home, townhome, golf villa, condominium, phase or other association created or to be created to administer specific portions of the Development and common properties or elements - lying within such portions pursuant to a declaration of condominium or declaration of covenants and restrictions affecting such portions.

(l) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in this Declaration.

(m) "Unit" shall mean and refer to any dwelling unit constructed on a Lot (whether separately owned or .rented by the owner of such Lot and whether such unit is located in a single-family or multi-family building, rental or otherwise), or any condominium' dwelling unit in any multi-dwelling condominium building that may be erected on any parcel of land within The Properties, which land is designated by Developer by recorded instrument to be subject to this Declaration (and to the extent Developer is not the Owner thereof, then by Developer joined by the owner thereof).

All references in this instrument to recording data refer to the Public Records of Orange County, Florida.

ARTICLE 2 - PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1 - Legal Description. The initial 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 in Exhibit C attached hereto and shall initially constitute The Properties. To the extent all or any portion thereof is not owned by the Developer, the respective Owners thereof shall have joined in this Declaration for the purpose of subjecting that portion of The Properties owned by each of them to this Declaration.

Section 2 - Supplements. Developer may from time to time bring other land in and outside the Development under the provisions of this Declaration by recorded supplemental declarations [which shall not require the consent of then existing Owners (except in the case of an Existing Parcel or property not then. owned by Developer, in which case the Owner thereof shall join in the applicable supplemental declaration) or the Master Association] and thereby add to The Properties. It is the present intention of the Developer that all real property within the Development owned by Developer or its affiliates (and all Existing Parcels owned by others to the extent made Lots as elsewhere herein provided) shall eventually be made a part of The Properties and, accordingly, reference herein to The Properties should be deemed to be reference to all of such portions of. the Development where such reference is intended to include property other than that described in Exhibit C hereto. Except as provided in Article 9, Section 13 hereof, nothing in this Declaration, however, shall obligate Developer to add to the initial portion of The Properties or to develop future portions of the Development under such common scheme, nor to prohibit Developer (or the applicable Developer-affiliated Owner) from rezoning and changing the development plans with respect to such future portions and/or the Developer from adding additional or other property to the Development and The Properties under such common scheme. All Owners, by acceptance of a deed to their Lots, thereby automatically consent to any such rezoning, change, addition or deletion thereafter made by the Developer (or the applicable Developer affiliated owner thereof) and shall evidence such consent in writing if requested to do so by the Developer at any time. With respect to the Existing Parcels and other property not owned by the Developer and its affiliates, the Developer shall have the right to impose (and retain for its own account) fees for the privilege of allowing such Existing Parcels and other property, or any of them or it, to be made subject to this Declaration as aforesaid.

ARTICLE 3 - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 - Membership. Every person or entity who is an Owner, and the operator/lessee of the Country Club, shall be a Member of the Master Association.

Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Master Association.

Section 2 - Voting Rights. The Master Association shall have four (4) classes of voting Members:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of (1) the Developer (as long as the Class B membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it otherwise would qualify) and (2) the Class C and Class D Members. Class A Members shall be entitled to one vote for each Lot owned. When more than one person is the Owner of any Lot, all such persons shall be Members, and the vote for such Lot 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.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A, Class C and Class D Members are entitled to cast in the aggregate from time to time, provided that the Class B membership shall cease and terminate one (1) year after the last Lot within the Development owned by Developer (or its affiliates) has been sold and conveyed and all other portions of the Development owned by Developer (or its affiliates) have been conveyed to third-parties, or at any time prior to that date at the election of the Developer.

Due to an Amendment dated May 30, 1990, the following paragraph is deleted.

Class D. The Class D Member shall be the current operator lessee of the Country Club. If such operator/lessee shall cease to operate the Country Club, unless a substitute operator shall join in this Declaration and thereby subject its interest in the Country Club to this Declaration, the Class D Membership shall cease and terminate. The Class D Member shall be entitled to the number of votes equal to the number of "assessment units" imposed on the Class D Member as hereinafter provided.

Due to an Amendment dated May 30, 1990, the following paragraph is added to the description of a Class D Member:

If the Class D membership has previously been terminated, in the manner and under the circumstances above provided, the operator/lessee of the Country Club may apply to the Board of Directors for the Class D membership to be reinstated. The Board of Directors shall have the authority, but not the obligation, to permit such reinstatement.

Notwithstanding any provision to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Master Association until one (1) year after the Developer (and its affiliates) no longer holds title to any portion of the Development, unless

such right is relinquished prior thereto (whereupon the then existing Members shall be obligated to elect the Board and assume control of the Master Association).

Section 3 - General Matters. When reference is made in this Declaration, or in the Articles, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE 4 - PROPERTY RIGHTS IN THE COMMON AREAS

Section 1 - Ownership. The Common Areas are hereby dedicated to the joint and several use, in common, of the Developer and the Owners of all Lots that may from time to time constitute part of The Properties, in the manner specified in this Declaration, as well as the Class D Member and all the Developer's, such owners' and Class D Members' respective lessees, guests and invitees [and in the case of the Country Club, all members, including "outside" (i.e., non-Owner) members, of the Country Club]. When all improvements proposed by Developer to be constructed within The Properties have been completed and conveyed to purchasers (if applicable), or sooner at Developer's option exercisable from time to time as to any portion or all of the Common Areas, the Developer, or its successors and assigns, shall convey and transfer (or cause to be conveyed and transferred) the record fee simple title to the Common Areas (except those areas lying within dedicated areas or not capable of being legally described, including, but not limited to, the Landscaping and Pedestrian Areas) to the Master Association, and the Master Association shall accept such conveyance, holding title for the Owners and Members as stated in the preceding sentence. Beginning upon the date these covenants are recorded, the Master Association shall be responsible for the maintenance of all Common Areas (whether or not conveyed or to be conveyed to the Master Association) in a continuous and satisfactory manner without cost to the general taxpayers of Orange County. It is intended that all real estate taxes assessed against that portion of the Common Areas owned or to be owned by the Master Association shall be proportionally assessed against and payable as part of the taxes of the Lots within The Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Master Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property thereon accruing from and after the date these covenants are recorded, and such taxes shall be prorated between Developer (or the then Developer affiliated Owner thereof) and the Master Association as of the date of such recordation. Developer and its affiliates (including the Class D Member) shall have the right from time to time to enter upon the Common Areas and other portions of The Properties for the purpose of construction, reconstruction, repair, replacement and/or alteration of any improvements or facilities on the Common Areas or the Country Club or elsewhere in The Properties that Developer and its affiliates (including the Class D Member), as appropriate, elect to effect, and Developer

and its affiliates (including the Class D Member) shall have the right to use the Common Areas for sales, displays and signs during the. period of construction and sale of any of the land owned by Developer and its affiliates within the Development (and for Country Club related matters).

Section 2 - Members' Easements. Each Class A and the Class B Member of the Master Association, and each tenant, agent and invitee of such Member, shall have a permanent and perpetual nonexclusive easement for the use and enjoyment of all Common Areas in common with all other such members of the Master Association, their tenants, agents and invitees. The Class C Members and their tenants, agents and invitees shall also be entitled to such rights of use and enjoyment of all Common Areas. The Class D Member and its agents, employees, and invitees (including all persons holding golf or other related Country Club memberships) shall be entitled solely to use and enjoy the various streets, roadways, sidewalks, and other access areas as form portions of the Common Areas.

Rights of use with respect to the recreation facilities shall be evidenced by the issuance of membership cards to all persons entitled to use the recreation facilities. All such persons may be required to pay a reasonable charge annually for the issuance of such card and any replacement thereof as determined from time to time by the Master Association.

All rights of use and enjoyment are subject to the following:

(a) Easements over and upon the Common Areas in favor of all Sub Associations and their members.

(b) The right and duty of the Master Association to levy assessments against each Lot and the interest in the Country Club property of the Class D Member for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded.

(c) The right of the Master Association to suspend the voting rights and right of an Owner (or Member) and his designees to use the Common Areas (except for roads) and common facilities for any period during which any applicable assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(d) The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas.

(e) The right of the Master Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as elsewhere provided herein. Any rule

and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(f) The right of the Association, by a 2/3rds affirmative vote of the entire membership, to dedicate portions of the Common Areas to a public agency under such terms as the Association deems appropriate and to create or contract with special taxing districts for lighting, roads, recreational or other services, security, communications and other similar purposes deemed appropriate by the Association (to which such creation or contract all Owners hereby consent).

Due to an Amendment dated May 30, 1990, the following paragraph is deleted in its entirely.

(h) The right to the use and enjoyment of the Common Areas and facilities thereon in the case of Class A and Class C Members shall extend to each permitted user's immediate family who reside with him, subject to regulation from time to time by the Master Association in its lawfully adopted and published rules and regulations.

Section 3 - Golf Course Easements. The Class D Member, joined by the owner of any Lot affected thereby (who shall be obligated so to join upon request of the Class D Member), may create easements over portions of Lots of The Properties (other than those portions of Lots on which improvements are or are to be constructed) as shall be necessary from time to time for construction, maintenance, and operation of the County Club as a golfing facility (and for ingress and egress to and from the various portions of the golf course). If the owner refuses to so join, he shall be deemed hereby to have done so and to have granted such easement, There are also hereby imposed on each Lot an easement to allow golf balls to land on such Lots and golfers shall have the right to enter upon such Lots for the purpose of removing such golf balls therefrom. Under no circumstances shall the Developer or the Association be responsible for any damage to the improvements constructed on the Lots.

Section 4 - Easements Appurtenant. The easements provided in Section 2 and Section 3 shall be appurtenant to and shall pass with the title to each Lot.

Section 5 - Maintenance. The Master Association shall at all times maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Areas, any and all improvements situated on the Common Areas (upon completion of construction by Developer or its affiliates, if applicable), including, but not limited to, all recreational facilities, landscaping, paving, drainage structures, street lighting fixtures and appurtenances, sidewalks, swimming pools, lakes and structures, except utilities, all such work to be done as ordered by the Board of Directors of the Master Association, Certain Common Areas located outside the Development, such as entry features and signage, may be shared by others, in which case all costs of such repair, operation, management and insurance shall be shared by appropriate users. Maintenance of street lighting fixtures shall include and extend to payment for electricity consumed in their illumination. Without

limiting the generality of the foregoing, the Master Association shall assume all of Developer's, its affiliates' (and its and their predecessors') responsibility to orange County of any kind with respect to the Common Areas, including, but not limited to, roads and the entry features, and shall indemnify Developer and its affiliates and hold Developer and its affiliates harmless with respect thereto. All work pursuant to this Section and all expenses hereunder shall be paid for by the Master Association through assessments imposed in accordance herewith. In order to effect economies of scale; the Master Association, on behalf of itself and/or all or appropriate Sub Associations, shall have the power to incur, by way of contract or otherwise, expenses general to the Development, or appropriate portions thereof, and the Master Association shall then allocate portions of such expenses among the master Association and/or affected Sub-Associations, based on the relative amount of property governed by the Master Association and/or affected Sub Associations and the size and type of improvements and Units located thereon. The portion so allocated to the Master Association or any Sub-Association shall be deemed a general expense thereof, collectible through assessments. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

Section 6 - Utility Easements. Public utilities shall be installed underground in the Common Areas when necessary for the service of The Properties. The Developer and its affiliates and its and their designees shall have the right also to install and maintain community and/or cable TV and security and other communications lines, equipment and material (and all future technological advances not now known) in the Development and perpetual easements are hereby reserved for the Developer and its affiliates and such designees over the Common Areas for this purpose. All use of utility, cable TV and communication easements shall be in accordance with the applicable provisions of this Declaration.

Section 7 - Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

ARTICLE 5 - LANDSCAPING AND PEDESTRIAN AREAS

Section 1 - Maintenance. Without limiting the generality of other provisions hereof, the Landscaping and Pedestrian Areas shall be maintained by the master Association, beginning upon the date these covenants are recorded, in a continuous and satisfactory manner without cost to the general taxpayers of orange County, and without direct expense to the Owners of the Lots upon which the Landscaping and Pedestrian Areas are situated or abut, except for their share of the general common expenses. Such maintenance shall extend to any street lighting fixtures and the payment for electricity consumed in their illumination. All work pursuant to this Section and all expenses hereunder shall be paid for

by the Master Association through assessments imposed in accordance herewith. No Owner may waive his right to use or otherwise escape liability for assessments for such maintenance under this Section.

Section 2 - Limitations on Use. The Landscaping and Pedestrian Areas shall be used for the purposes of landscaping, a planting screen buffer and for installation and maintenance of underground utilities and lines, and shall not be used by owners of the respective Lots for parking or for any other purposes. No driveway access or vehicular access shall be permitted to any Lots across any Landscaping and Pedestrian Areas, except for access to the sales model areas.

ARTICLE 6 - MASTER ASSOCIATION - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, the Developer .(and each party joining in this Declaration or in any supplemental declaration), for each Lot owned by it (or them) within The Properties, and the Class D Member; hereby, respectively, covenant and agree, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Master Association annual assessments or charges for the maintenance, operation, management and insurance of. the Common Areas as provided herein, including, but not limited to, the Landscaping and Pedestrian Areas and other items described herein as Common Areas whether or not such items are on property dedicated to the County or owned by Sub-Associations or otherwise, including such reasonable reserves as the Master Association may deem necessary, and capital improvement assessments as provided herein, all such assessments to be fixed, established and collected from time to time as hereinafter provided. In addition, special assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such property from time to time. All assessments shall be imposed equally against all Lots within The Properties and those that may in the future be subject to liens of the Master Association (except as provided herein with respect to charges or assessments which are made against one or more Lots to the exclusion of others), provided that in the case of any multi-Unit condominium or rental project located or to be located on any Lot, the Owner thereof shall be assessed for each Unit contained or expected to be contained

(on the basis of building permits issued) in such multi Unit condominium or rental project as if each such existing (or permitted) Unit were a Lot for this purpose and the total of such assessments shall be a lien against the underlying Lot. In the case of condominiums, upon the filing in the public records of the declaration of condominium therefor, each unit will become a separate Lot as provided in Article 1, Section (h) hereof. The Class D Member shall be assessed for twenty (20) "regular assessment units" (i.e., an amount equal to the regular assessment imposed from time to time on each Lot).

Section 2 - Purpose of Assessments. The assessments levied by the Master Association shall be used exclusively for maintenance, operation, management and insurance of the Common Areas as provided herein, security related purposes and to promote the health, safety, welfare and recreational opportunities of the Members of the Master Association and their families residing with them (if applicable) and their tenants, agents and invitees.

Section 3- Capital Improvements. Funds in excess of $100,000 in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas and which have not previously been collected as reserves or are otherwise available to the Master Association may be levied as special assessments by the Master Association upon approval by a majority of the Board of Directors of the Master Association and upon approval of 66 2/3 % favorable vote of Members voting at a meeting or by ballot as may be provided by the By-Laws of the Master Association. The share thereof to be borne by the Class D Member shall be in proportion to its relative share of the regular aggregate assessments.

Section 4 - Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance in monthly installments, or in semi-annual or quarter-annual installments if so determined by the Board of Directors of the Master Association. The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment shall be fixed in the Board resolution authorizing such assessment.

Section 5 - Duties of the Board of Directors. The Board of Directors of the Master Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and the Country Club, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Master Association and shall be open to inspection by any owner.

Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment, except as to emergency assessments. In the event no such notice of a change in the assessment for a new assessment period is given, the assessment amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

The Master Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Master Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Master Association therein stated to have been paid,

The Master Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Units for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with. one or more persons, firms or corporations (including affiliates of the Developer) for management services. The Master Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

Section 6 - Collection of Assessment; Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. The Master Association shall collect the assessments of the Master Association, and the assessments of all Sub- x Associations, if any. All such assessments shall be collected as part of a lump sum charge imposed by the Master Association. That portion of the lump sum attributable to assessments of Sub-Associations shall be certified to the Master Association with respect to each applicable Lot by such Sub-Association(s) at least thirty (30) days prior to the applicable assessment period, and in the absence of such certification, the Master Association shall assume that the assessments due such Sub-Association(s) with respect to any particular Lot are the same as the assessments previously imposed against such Lot by such Sub-Association(s) in the last previous assessment period for which a certification was given. The Master Association shall pay sums collected on behalf of Sub-Associations to such Sub-Associations within thirty (30) days of the date of receipt of such sums.

The Master Association may, at any time and from time to time, cease collecting the assessments due the aforesaid Sub-Associations upon sixty (60) days' prior written notice to said Sub-Associations, or any of them (whereupon it shall be the duty of said Sub-Association(s) to make such collections directly), and may, at any time and from time to time thereafter, again elect to make such collections as provided herein, all at the sole option of the Master Association.

In making such collections for Sub-Associations, the Master Association is acting only as a collection agent on behalf of such Sub-Associations and sums collected as such agent shall not be considered assessments of the Master Association for any purpose. All remedies for non-payment of such Sub-Associations' assessments shall be vested in and pursued solely by the Sub-Associations directly against the applicable owners.

If the installments of an assessment are not paid on the dates when due (being the dates specified herein), then such installments shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the appropriate Lot (or in the case of the Country Club, upon the interest of the Class D Member in the Country Club property), which shall bind such Lot (or interest) in the hands of the then Owner (or Class D Member), his heirs, personal representatives, successors and assigns. The personal obligation of the then Owner (or Class D Member) to pay such assessment shall pass to his successors in interest and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the master Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) or the next 12 months' worth of installments may be accelerated and become immediately due and payable in full, and all sums due shall bear interest from the dates when due until paid at the highest lawful rate and the Master Association may bring an action at law against the Owner (s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the property on which the assessments and late charges are unpaid, or may foreclose the lien against the property on which the assessments and late charges are unpaid, or pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint (if any) in such action shall be added to the amount of such assessments, interest and late charges, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of

the action, and the master Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In the case of an acceleration of the next 12 months' worth of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due and payable by reason of such an increase and special assessments against such Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring the title to or the interest in a Lot as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Master Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 7 of this Article.

It shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments hereunder. Failure of the Master Association to send or deliver bills shall not, however, relieve Owners or the Class D Member from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorneys' fees, and other sums provided for herein shall accrue to the benefit of the Master Association.

Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such owners.

The Master Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be cumulative.

Section 7 - Subordination of the Lien. The lien of the assessment provided for in this Article shall be subordinate to tax liens and to the lien of any mortgage recorded prior to recordation of a claim of lien, which mortgage encumbers any Lot or the. Country Club and is in favor of any institutional lender and is now or hereafter placed upon a portion of The Properties subject to assessment; provided, however, that any such mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under any such purchaser or such mortgagee, shall hold title subject

to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided among, payable by and a lien against all Lots as provided in Section 1 of this Article, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for assessment under this Article shall be superior to liens for assessments of the Sub-Associations which may be referred to in declarations of restrictions and protective covenants recorded with respect to certain Lots. In the event only a portion of the assessments of the Master Association and Sub-Associations are collected, the amount collected shall be applied first to assessments of the Master Association and the balance, if any, shall be paid to such Sub Associations.

Section 8 - Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer (or any of its affiliates) is the owner of any Lot or undeveloped property within The Properties (or an affiliate of the Developer is the operator or lessee of the Country Club), neither the Developer, nor any such affiliates, shall be liable for assessments against such Lots (and shall not be liable for assessments against the Country Club, if the Developer or any such affiliate would otherwise be so liable), provided that Developer either (1) funds an amount equal to the amount of operating expenses (exclusive of reserves and management fees) incurred during such period of time and not produced by assessments receivable from other Members of the Master Association, or (2) certifies to the Association in advance for any particular calendar year and pays during such year an amount which the Developer is willing to contribute to the Association for such year (all additional expenses to be borne by the Owners other than the Developer as part of their assessments as provided herein). Developer may at any time and from time to time commence (or. require such affiliates to commence) paying assessments as to Lots that it or they own (or lease or operate, in the case of the Country Club, if such be the case) and thereby automatically terminate its obligation to fund deficits or make such contributions, but may at any time thereafter and from time to time again elect to follow either of the procedures specified in the preceding sentence. When all Lots within The Properties are sold and conveyed to purchasers, neither Developer, nor its affiliates, shall have further liability of any kind to the Master Association for the payment of assessments, deficits or contributions (except as to the assessment obligation imposed on the Country Club, if the Developer or any such affiliate is then the operator or lessee thereof).

Section 9 - Trust Funds. The portion of all regular assessments collected by the master Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Master Association for the owners of all Lots and the Class D Member, as their interests may appear, and the Master Association may invest such funds in interest bearing accounts or in certificates of deposit or other like instruments or

accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 10 - Specific Damage. Owners (on their behalf and on behalf of their children and guests) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Master Association and a special assessment may be levied therefor against such owner or Owners. Such special assessments shall be subject to all of the provisions hereof relating to other assessments, including, but not limited to, the lien and foreclosure procedures.

ARTICLE 7 - RULES AND REGULATIONS

Section 1 - Compliance by Owners. Every Owner and his tenants, guests, invitees, employees, and agents shall comply with any and all rules and regulations adopted by the Master Association as contemplated herein.

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

Section 3 - Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees, employees or agents, to comply herewith or with any rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Master Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why penalties should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors' meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses. If the impartiality of the Board is in question, the Board shall appoint three (3) impartial Members to a special hearing panel.

(c) Penalties: The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars ($100.00).

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars ($500.00).

(3) Third and subsequent non-compliance, or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars " ($1,000.00).

(d) Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as a special assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Master Association. may otherwise be entitled to recover by law from such Owner.

Section 4 - Initial Rules and Regulations. Attached to this Declaration as Schedule A are the initial rules and regulations of the Master Association which are incorporated into this Declaration by this reference and which may be modified, in whole or in part, at any time by the Board without the necessity of re cording such new or modified rules and regulations in the public records.

ARTICLE 8 - ARCHITECTURAL CONTROL; GENERAL POWERS

Section 1 - Members of Committee. The Architectural Control Committee, sometimes referred-to in this Declaration as the "Committee", shall consist of three (3) members. The initial members of the Committee shall consist of persons designated by Developer. Each of the initial members shall hold office until all Lots and improvements planned for the Development have been constructed and conveyed (if appropriate), or sooner at the option of Developer. Thereafter, each new member of the Committee shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the Committee.

Section 2 - Review of Proposed Construction. Subject to Section 9 below, no building, fence, wall or other structure or improvement (including, but not limited to, landscaping, hurricane protection, basketball hoops, birdhouses, other pet houses, swales, asphalting or other improvements or changes of any kind) shall be commenced, altered, painted, erected or maintained in The Properties, nor shall any addition, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of

buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Committee (after first having been approved by a Sub-Association or Architectural Control Committee thereof). The Committee shah approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the Development as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. If the proposed construction, alterations, or additions are to common elements of a condominium, said approval shall also be subject to the prior approval of the applicable condominium association. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved. The Committee herein shall be the ultimate deciding body and its decisions shall take precedence over all others.

All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders, and decrees.

Section 3 - Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section B hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

Section 4 - No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 5 - Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 6 - Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article, the applicant (who may be an Owner or an appropriate Sub-Association) for such approval (the "Applicant") shall give written notice of completion to the Committee.

(b) Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the .Applicant shall remedy or remove the same within a period of not more than forty-five. (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Applicant shall reimburse the Master Association, upon demand, for all expenses incurred in connection therewith, plus an administrative charge to be determined by the Master Association (to cover the Master Association's administrative expenses in connection with the foregoing and to discourage the Applicant from failing so to comply). If such expenses are not promptly repaid by the Applicant to the Master Association, the Board shall levy a special assessment against such Applicant and his property for reimbursement. In the event said Applicant is a Sub-Association, the aforementioned special assessment shall be levied against all Units or Lots in the Sub-Association in proportion to their respective share of the common expenses of said Sub-Association.

(d) If for any reason the Committee fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of said written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with said approved plans.

Section 7 - Non-Liability of Committee Members. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, shall be liable to the Association, any Sub-Association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-

performance of the Committee's duties hereunder. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Development. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 8 - Variance. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography natural obstructions, hardship, aesthetic, or environmental considerations require. Such variance must be evidenced in writing which must be signed by at least two (2) members of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations, including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority, nor to obtain a similar variance from Sub-Associations or architectural committees having jurisdiction.

Section 9 - Exemptions. Developer and its affiliates (including the Class D Member) shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by any of them and shall not be obligated to obtain Committee approval for any construction or changes which any of them may elect to make at any time.

Section 10 - General Powers of the Master Association. Subject always to the provisions of Article 9, Section 13 hereof, the Master Association (and the Committee, as appropriate) shall have the absolute power to veto any action taken or contemplated to be taken, and the Master Association shall have the absolute power to require specific action to be taken, by any Sub-Association in connection with appropriate sections of the Development. Without limiting the generality of the foregoing, the Master Association (and the Committee, as appropriate) may veto any decision of any Sub-Association (or architectural control or other committee thereof), and the Master Association may require specific maintenance or repairs or aesthetic changes to be effected, require that a proposed budget include certain items and that expenditures be made therefor, veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such

Sub-Association and otherwise require or veto any other action as the Master Association deems appropriate from time to time.

For this purpose, any proposed action not made in the ordinary day-to-day operations of the Sub-Association and not consistent with Master Association or Committee approved practices must first be brought to the attention of the Master Association by written notice and no such action shall be effected until approved by the Master Association or the Committee, as appropriate, in writing, but if not so approved, such proposed action shall not be effected. Any action required by the Master Association in a written notice to be taken by a Sub-Association shall be taken within the time frame set by the Master Association in such written notice. If the Sub-Association fails to comply with the requirements set forth in such written notice, the Master Association shall have the right to effect such action on behalf of the Sub-Association and shall assess the Lots and Units governed by the Sub-Association for their pro-rata share of any expenses incurred by the Master Association in connection therewith, together with an administrative charge to be determined by the Master Association under the circumstances (to cover the Master Association's administrative expenses in connection with the foregoing and to discourage the Sub-Association from failing to obey the requirements of the Master Association). Such assessments may be collected as special assessments hereunder and shall be subject to all lien rights provided for herein.

ARTICLE 9 - GENERAL PROVISIONS

Section 1 - Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Developer, the Master Association, any Sub-Association established by other covenants that may from time to time be recorded, the Owner of any land subject to this Declaration, the Committee and the Class D Member, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of 75 % of the Lots and the Class D Member agreeing to revoke said covenants has been recorded. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2 - Notice. 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 personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or owner on the records of the Master Association at the time of such mailing.

Section 3 - Enforcement. Enforcement of these covenants and restrictions shall be accomplished by means of a 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 of the Master Association, the Developer, the Committee, any Sub-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. These covenants may also be enforced by any architectural control committee established in other covenants that may from time to time be recorded.

Section 4 - Severability. Invalidation of any one of these covenants or restrictions or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5 - Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer, for so long as it or its affiliates holds title to any Lot or Unit affected by this Declaration; or alternatively, by approval at a meeting of owners holding not less than 66 2/3 % of the votes of the membership of the Master Association, provided that so long as the Developer or its affiliates is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if. such amendment, in the sole opinion of the Developer, affects its interest. In the event Arvida Corporation is not the Developer, no amendment may be made which, in the opinion of Arvida Corporation, adversely affects its interest without its consent. The foregoing sentence may not be amended.

Section 6 - Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

Section 7 - Effective Date. This Declaration shall become effective upon its recordation in the Orange County Public Records.

Section 8 - Cumulative Effect. The provisions of this Declaration shall be superior to and take precedence over the provisions of any declarations of restrictions and protective covenants establishing a Sub-Association or applicable to multifamily apartment units that may now or hereafter be recorded from time to time in the Development.

Section 9 - Withdrawal. Developer reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity,

for the purpose of removing certain portions of The Properties then owned by the Developer or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of reasonable changes in the plans for the Development desired to be effected by the Developer.

Section 10 - Standards for Consent, Approval, Completion, Other Action, and Interpretation. Whenever this Declaration shall require the consent, substantial completion, or other action by the Developer or its affiliates, the Association or the Architectural Control Committee, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates, the Association or the Committee shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer, Association or Committee, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel of the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 11 - Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally to have been granted the benefit of such easement and the Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 12 - CPI. Whenever specific dollar amounts are mentioned in this Declaration (or in the Articles or By-Laws or rules and regulations), unless limited by law, such amounts will be increased from time to time by application of a nationally recognized consumer price index chosen by the Board, using the date this Declaration is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

Section 13 - Covenants Running with the Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of section 1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal

representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to the properties. Without limiting the generality of section 4 hereof, if any provision or application of this declaration would prevent this declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restriction to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties affected hereby (that these covenants and restrictions run with the land as aforesaid) be achieved.

Section 14 - Developer's Interest. It should be understood that the Developer has no responsibility or liability in connection with the operation of the Country Club. The Class D Member, although currently an affiliate of the Developer, is a separate and distinct entity and the duties and liabilities of the Developer are entirely separate from the duties and liabilities of the Class D Member (and vice versa). Subject to this Declaration, the Class D Member shall be the sole judge and have sole discretion as to rights of access to the Country Club and use charges therefor, as to the size, content, style, amounts, plans and specifications of all of the improvements, facilities, amenities, equipment and personal property of the Country Club, and as to the nature, hours, rules of operation and applicable fees. The assets of the Class D Member shall not be deemed to be Developer's property and shall not be made subject to any judgment against or liability of the Developer, and vice versa.

Section 15 - Limitation on Master Association. Anything in this Declaration to the contrary notwithstanding, the existence of exercise of any easement, right, power, authority, privilege or duty of the Master Association as same pertains to any condominium located within the development which would cause the Master Association to be subject to Chapter 718, Florida Statutes, shall be null, void and of no effect to the extent, but only to the extent, that such existence or exercise is finally determined to subject the Master Association to said Chapter 718. It is the intent of this provision that the Master Association not be deemed to be a condominium association within the meaning of applicable law for any purpose.

Section 16 - Mandatory Merger. The Developer can, by written notice to the Association (and each or all Sub-Associations) require any or all of such Sub Associations and the Association to merge or consolidate (at Developer's election) into a single association which will then govern all the lots affected by such merger or consolidation under and pursuant to all applicable declarations then affecting such lots. The consent of Members and members of the Board of Directors to such merger or consolidation shall not be required, but to the extent, notwithstanding the foregoing, they must be obtained, such consents shall be deemed given by acceptance by each of such persons or entities of the respective deeds to each of their respective Lots. In the event of any such merger or

consolidation, all regular expenses incurred by the resulting association in respect of all of the properties governed by such association shall he shared equally by all affected lots (including, but not limited to, the Lots).

By a Board Resolution, dated December 1, 1986, the following Article 10 was added to the Declaration:

ARTICLE 10 - DISCLAIMER OF LIABILITY OF ASSOCIATION

Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the association or any other document governing or binding the association (collectively, the "association documents"), the association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of the properties including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the association documents that the various provisions thereof which are enforceable by the association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) the association is not empowered, and has not been created, t'0 act as an entity which enforces or ensures the compliance with the laws of the United States, state of Florida, Orange County and/or any other jurisdiction or the prevention of tortious activities; and

(c) the provisions of the association documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each owner (by virtue of his acceptance of title to his lot) and each other person having an interest in or lien upon, or making an use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the association arising from or connected with any matter for which the liability of the association has been disclaimed in this article.

As used in this article, “association” shall include within its meaning all of association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors, and assigns. The

provisions of this article shall also inure to the benefit of developer, which shall be fully protected hereby.

JOINDER

ORANGE TREE COUNTRY CLUB, a Florida Joint Venture, being currently the operator/lessee of the Country Club, hereby joins in the foregoing Declaration for the purpose of subjecting its interest in the County Club to the Declaration.

Duly executed by Sanford B. Miot, Sr. Vice-President of the ARVIDA CORPORATION, on July 13, 1983.

SCHEDULE OF EXHIBITS

A. Legal Description of Initial Common Areas capable of being legally described

B. Legal Description of all of Orange Tree

C. Legal Description of initial portion of The Properties subjected to this Declaration

EXHIBIT "A"

1. Tracts A, B, G, J, R, M, N and P as shown on the Plat (the "Plat") of ORANGE TREE COUNTRY CLUB - Unit Two, according to 'the Plat thereof as recorded in Plat Book 12, Page 65 of the Public Records of Orange County, Florida.

2. All roads shown on the Plat.

3. Those portions of Tracts D and E of the Plat which constitute "Landscaping and Pedestrian Easements" (as defined in the foregoing Declaration) and which abut the 60' roadway shown on the Plat.

4. When and if acquired by the Developer, that portion of Lake Marsha within the N.E. 1/4 of Section 23, Twn. 23 S., Rng. 28 E.

5. To the extent that the Association elects to maintain portions of them, the road right of way of Dr. Phillips Blvd. from Wallace Road to the north line of the S.W. 1/4 of the N.W. 1/4 of Section 23, Twn. 23 S., Rng. 28 E; and that portion of the right of way of Turkey Lake Road within the S.E. 1/4 of the N.E. 1/4 and the S.E. 1/4 of the S.E. 1/4 of Sec. 23, Twn. 23 S., Rng. 28 E.

All lying and being in Orange County Florida.

EXHIBIT “B”

The following property lying and being in Orange County, Florida:

The West 1/2 of the N.W. 1/4 of the N.E. 1/4 of Section 26, Twn. 23 S., Rng. 28 E.

And

The N.E. 1/4 of the N.W. 1/4 and the N.W. 1/4 of the N.W. 1/4 of Section 26, Twn. 23 S., Rng. 28 E., less the School Site (Dr. Phillips Elem.) and the Golf Course, as located from time to time on the various plats of Orange Tree County Club.

And

Section 23, Twn. 23 S., Rng. 28 E.; less the N.W. 1/4 of the N.W. 1/4 and less the N.E. 1/4 of the N.W. 1/4 and less the S.E. 1/4 of the N.W. 1/4 and less the N.E. 1/4 of the S.E. 1/4 and less the E. 1/2 of the N.E. 1/4 of the N.E. 1/4 and less the Golf Course, as located from time to time on the various plats of orange Tree Country Club.

Less and except all "Existing Parcels" (as defined in the Master Covenants) not made subject to the Master Covenants.

EXHIBIT “C”

All of ORANGE TREE COUNTRY CLUB - UNIT TWO, according to the Plat thereof recorded in Plat Book 12, Page 65 of the Public Records o£ Orange County, Florida.

SCHEDULE A TO MASTER COVENANTS FOR ORANGE TREE

1. The Common Areas and facilities shall not be obstructed nor used for any purpose other than, the purposes intended therefore no carts, bicycles, carriages, chairs, tables, or any other similar objects shall be stored therein.

2. Employees of the Master Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

3. No vehicle which cannot operate on its own power shall remain in the Development for more than twenty-four (24) hours, and no repair of vehicles shall be made therein. No portion of the Common Areas may be used for parking purposes except those portions specifically designed and intended therefor. Areas designated for guest parking shall be used only for this purpose and neither Owners nor occupants of Units shall be permitted to use these areas.

4. No Owner shall make or permit any disturbing noises in The Properties and facilities by himself or his family, servants, employees, agents, visitors, or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts, or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any

other sound equipment in The Properties and facilities in such a manner as to disturb or annoy other residents (applying reasonable standards). No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

5. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of The Properties, except signs used or approved by the Board of Directors *(changed by virtue of Board resolution dated May 30, 1990)*.

6. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on, upon or in The Properties, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained, or permitted upon any portion of The Properties.

By a Board Resolution, dated May 30, 1990, the above par. 7 has been deleted in its entirety and replaced with the following language:

7. No trucks (except pick-up trucks as defined below) or commercial vehicles or vehicles with commercial signs, campers, mobile homes, motorhomes, house trailers, or trailers of every other description, recreational vehicles, boats (except at docks permitted by the Master Covenants) or boat trailers, horse trailers or vans (except as defined below), mopeds or motorcycles shall be permitted to be parked or to be stored at any place in the Development except in a completely enclosed garage. This prohibition of parking shall not apply to temporary parking of trucks or commercial vehicles, such as for pick-up, delivery, and other temporary commercial services, nor to any vehicles owned or leased by the Master Association. The provisions above provided shall not apply to the Country Club or its maintenance area.

Pick-up trucks are defined as small non-commercial trucks for personal use that have no more than 2 axles, are no taller than seven (7) feet, and no longer than twenty (20) feet. Vans are defined as non-commercial passenger vehicles for personal use that have one or more sliding doors with no more than (2) axles, are no taller than 7 feet and no longer than 20 feet.

Any vehicle parked in violation of these rules and regulations or other restrictions contained herein or in the foregoing Declaration, as they may be amended, may be towed by the Master Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any. criminal act, by reason of such towing and once the notice of violation is posted, neither its removal, nor failure of the owner to receive it, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, and trailers. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

8. No exterior antennae shall be permitted on The Properties, except that Developer and its affiliates shall have the right to install and maintain community antennae, microwave antennae, dishes and satellite antennae and radio and television lines and communications systems.

9. No chain link fences shall be permitted on The Properties or any portion thereof, except during construction by Developer or its affiliates. *Notwithstanding the foregoing, chain link fences may be installed and kept around retention ponds and where required by Orange County ordinances (added by Board Resolution, dated May 30, 1990).*

10. No commercial use shall be permitted in the Development even if such use would be permitted under applicable zoning ordinances.

11. All persons using any pool shall do so at their own risk. All children under twelve (12) years of age must be accompanied by a responsible adult. Bathers are required to wear footwear and cover over their bathing suits in recreation buildings. Bathers with shoulder-length hair must wear bathing caps while in the pool, and glasses and other breakable objects may not be permitted in the recreational areas under any circumstances.

12. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Common Areas and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Master Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreation facilities.

13. The rules and regulations adopted from time to time by the Class D Member with respect to the Country Club are hereby incorporated herein by this reference and may be enforced by the Master Association (and vice versa). The Master Association and the Class D Member shall cooperate in their respective enforcement of each other's rules, regulations, and restrictions.

14. No hunting or use of firearms shall be permitted anywhere on The Properties.

15. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Master Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Master Association shall have the right to suspend voting rights and use of recreation facilities in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenants,

restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

16. These rules and regulations shall not apply to the Developer; nor its affiliates, agents or employees and contractors (except in such contractors' capacity as Owners), or to institutional first mortgagees, nor to property owned or operated by either the Developer or its affiliates (including the Class D Member) or such mortgagees. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

ARTICLES OF INCORPORATION OF ORANGE TREE MASTER MAINTENANCE ASSOCIATION

A true and correct copy of the Articles of Incorporation of ORANGE TREE MASTER MAINTENANCE ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, was filed on July 22, 1983. The charter number for this corporation is 769511.

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation:

ARTICLE 1 - NAME

The name of the corporation shall be ORANGE TREE MASTER MAINTENANCE ASSOCIATION, INC., which is hereinafter referred to as "the Association".

ARTICLE 2 - PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the MASTER COVENANTS FOR ORANGE TREE recorded (or to be recorded) in the Public Records of Orange County, Florida, as hereafter amended and/or supplemented from time to time (the "Covenants"). The further objects and purposes of the Association are to preserve the values and amenities in the Development and to maintain the Common Areas thereof for the benefit of the Members of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm, or corporation.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Covenants above identified, The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in said Covenants and to provide for the general health and welfare of its membership.

Definitions set forth in the Covenants are incorporated herein by this reference.

ARTICLE 3 - MEMBERS

Section 1 - Membership. Every person or entity who is an Owner, and the operator/lessee of the Country Club shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2 - Voting Rights. The Association shall have four (4) classes of voting membership:

Class A. The Class A Members shall be all those owners as defined in Section l with the exception of (1) the Developer (as long as the Class B membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify) and (2) the Class C and Class D Members. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person is the Owner of any Lot, all such persons shall be Members, and the vote for such Lot 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,

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A, Class C and Class D Members are entitled to cast in the aggregate from time to time, provided that the Class B membership shall cease and terminate one (1) year after the last Lot within the Development owned by Developer for its affiliates) has been sold and' conveyed and all other portions of the Development owned by the Developer (or its affiliates) have been conveyed to third-parties, or any time prior thereto at the election of the Developer.

Due to an Amendment dated May 31, 1990, the following paragraph is deleted in its entirety.

Class D. The Class D Member shall be the current operator lessee of the Country Club. If such operator/lessee shall cease to operate the Country Club, unless a substitute operator shall join in the Covenants and thereby subject its interest in the Country Club to the Covenants, the Class D Membership shall cease and terminate. The Class D Member shall be entitled to the number of votes equal to the number of "assessment units" imposed on the Class D Member from time to time as provided in the Covenants.

Due to an Amendment dated May 31, 1990, the following paragraph is added to the definition of a Class D Member:

If the Class D membership has previously been terminated, in the manner and under the circumstances above provided, the operator/lessee of the Country Club may apply to the Board of Directors for the Class D membership to be reinstated. The Board of Directors shall have the authority, but not the obligation, to permit such reinstatement.

Notwithstanding any provision to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Association until one (1) year after the Developer (and its affiliates) no longer holds title to any portion of the Development, unless such right is relinquished prior thereto (whereupon the then existing Members shall be obligated to elect the Board and assume control of the Association).

Section 3 - Meetings of Members. The By-Laws of the Association shall provide for an Annual Meeting of Members, and may make provisions for regular and special meetings of Members other than the Annual Meeting. A quorum for the transaction of business at any meeting of the Members shall exist if 33 1/3 % of the total number of Members in good standing shall be present or represented at the meeting.

Section 4 - General Matters. When reference is made herein, or In the Covenants, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE 4 - CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE 5 - BOARD OF DIRECTORS

Section 1 - Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as' the Board of Directors shall from time to time determine. A majority of the Directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of Directors, including an Annual Meeting.

Section 2 - Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first Annual Meeting of Members and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

Name	Address
David Meseroll	8000 Orange Tree Lane Orlando, Florida 32811
Norris Siert	8000 Orange Tree Lane Orlando, Florida 32811

Laura Griffani 8000 Orange Tree Lane Orlando, Florida 32811

The above language was deleted per the terms of an Amendment, dated May 30, 1990, which also substitutes the following language:

Section 3 - Election of Members of Board of Directors. *After the Class B Membership of the Association terminates and the. Developer is no longer entitled to elect a majority of the Board of Directors, all Directors shall be Class A Members of the Association residing in the Development.*

The Board of Directors of each Sub-Association, as defined in the Covenants as originally recorded in Official Records Book 3400, Page 1411 of the Public Records of Orange County, Florida and, in which the developer thereof is' no longer entitled to elect its Board of Directors, shall elect one (1) of its Directors to serve on the Board of Directors of the Master Association. Such Director shall be elected from the Sub-Associations Board in the same manner as it elects its officers and prior to the Master Association's Annual Meeting. The Director so elected shall take office on the date of the Master Association's Annual Meeting.

In the event that there are more than three (3) seats on the Board of Directors, as established per Section l, above, then such excess seat(s) shall be filled by a Director(s) elected by the Class A membership at large.

Section 4 - Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding Annual Meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5 - Vacancies. If a Director elected by the general membership shall for any reason cease to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE 6 - OFFICERS

Section 1 - Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2 - Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a Director; other officers may or may not be Directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or

perform its duties and exercise its powers. *The above language was deleted per the terms of an Amendment, dated May 30, 1990, which also substitutes the following language: All officers shall be Directors of the Association.*

Section 3 - First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first Annual Meeting of Directors and thereafter until successors are duly elected and have taken office, shall be as follows:

Name and Office	Address
President: David Meseroll	8000 Orange Tree Lane Orlando, Florida 32811
Vice-President: Norris Siert	8000 Orange Tree Lane Orlando, Florida 32811
Secretary-Treasurer: Laura Griffani	8000 Orange Tree Lane Orlando, Florida 32811

ARTICLE 7 - BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation, Such By-Laws may be altered, amended, or repealed in the manner set forth in the By-Laws.

ARTICLE 8 - AMENDMENTS

Section 1 - Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection (by affirmative vote of 66 2/3 % of the Members), provided that as long as the Developer or its affiliates owns any Lot, these Articles may be amended by the Developer alone without the consent of the Members or the Board.

Section 2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Covenants, the Covenants shall control.

ARTICLE 9 - SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are:

Name	Address
David Meseroll	8000 Orange Tree Lane Orlando, Florida 32811
Norris Siert	8000 Orange Tree Lane Orlando, Florida 32811
Laura Griffani	8000 Orange Tree Lane Orlando, Florida 32811

ARTICLE 10 - INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding,

whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not art in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be not in or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 2. To the extent that a Director, officer employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person,

Section 5. The Association shall have the power to purchase and maintain insurance on behalf of any person- who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 6. The provisions of this Article 10 shall not be amended.

ARTICLE 11 - REGISTERED AGENT

Until changed, David Meseroll shall be the registered agent of the Association and the registered office shall be at 8000 Orange Tree Lane, Orlando, Florida 32811.

IN WITNESS WHEREOF the said subscribers have hereunto set their hands this 18th day of July, 1983.

Duly executed by David Meseroll, Norris Siert and Laura Griffani on July 18, 1983.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, at City of Miami, County of Dade, State of Florida, the corporation named in said articles has named DAVID MESEROLL, located at 8000 Orange Tree Lane, City of Orlando, County of Orange,, State of Florida, as its statutory registered agent.

Having been named the statutory agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

BY-LAWS OF ORANGE TREE MASTER MAINTENANCE ASSOCIATION. INC.

A Corporation Not for Profit Under the Laws of the State of Florida

ARTICLE 1 - DEFINITIONS

Section 1. "Association" shall mean and refer to ORANGE TREE MASTER MAINTENANCE ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to The Properties as defined in the Covenants (the "Covenants") described in the Articles of Incorporation of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all Members of the Association as provided in Article 3 of the Articles of Incorporation of the Association.

Section 5. All other definitions from the Covenants are incorporated herein by this reference.

ARTICLE 2 - LOCATION

Section 1. Until changed, the principal office of the Association shall be located at 8000 Orange Tree Lane, Orlando, Florida 32811,

ARTICLE 3 - MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article 3 of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of, and becomes a lien upon, that portion of The Properties against which such assessments are made and against the Class D Member as provided in the Covenants.

ARTICLE 4 - BOARD OF DIRECTORS

Section 1. The Directors of the Association shall be elected at the Annual Meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by majority vote of all members present in person or by proxy and voting at the Annual Meeting.

Section 2. Any Director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership.

Section 3. The first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the Annual Meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the Directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the Annual Meeting of Members upon three (3) days' notice in writing to each member of the Board so elected, stating the time, place and object of such meeting,

Section 4. Regular meetings of the Board of Directors may be held at any place or places within orange County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Orange County, Florida, and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting, Special Meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the Directors,

Section 8. Directors (including affiliates of the Developer) shall have the absolute right to resign at any time and the remaining Directors in office shall then fill the vacancies, provided that if all Directors resign, a special meeting of members shall be called as soon as possible for the purpose of electing new Directors and the resignations of such Directors shall not be effective until such election is held and new Directors are elected, except that if no meeting is held or no Directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new Directors are elected or not,

ARTICLE 5 - OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority at any duly called regular or Special Meeting of the Board.

Section 2. The President shall be the Chief Executive Officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the Directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors, The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts. of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 3. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE 6 - MEETINGS OF MEMBERS

Section 1. The regular Annual Meeting of the Members shall be held in the month of March in each year at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of. all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of either the Class A or Class C membership, or by the Class D Member.

Section 3. Notice may be given to the members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days' in advance of the meeting and shall set forth the general nature of the business to be transacted, provided however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence in person or by proxy at the meeting of Members entitled to cast 33 1/3 % of the votes of the membership shall constitute a quorum for any action governed by these By-Laws.

Section 5. Proxies must be in writing and signed only by record Owners of a Lot or the person designated in a voting certificate signed by all such Owners as the person authorized to cast the vote attributable to such Lot. No person other than a designee of the Developer is permitted to cast more than five (5) votes by proxy,

Section 6. Meetings shall be governed by Roberts Rules of order latest edition).

ARTICLE 7 - BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

ARTICLE 8 - AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of 66 2/3 % of Members present and voting in person or by proxy, provided that the notice to the members of the meeting discloses the information that the amendment of the By-Laws is to be considered; provided, however, the provisions which are governed by the

Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Covenants referred to herein may not be amended except as provided in such Covenants. Anything to the contrary herein notwithstanding, the Developer shall have the absolute right to amend these By-Laws and the Articles of Incorporation as long as the Developer or its affiliates owns any Lot governed by the Association without the consent of the members or the Board,

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case Of any conflict between the Covenants and these By-Laws, the said Covenants shall control.

WE HEREBY CERTIFY that the foregoing By-Laws of the above named corporation were duly adopted by the Board of Directors of said Association on the 25th day of July, 1983.

Duly executed by David Meseroll, President, and Laura Griffani, Secretary, on July 25, 1983.

AMENDMENT TO MASTER COVENANTS FOR ORANGE TREE

THIS AMENDMENT is made this 1st day of December, 1986 by ARVIDA CORPORATION, a Delaware Corporation ("Developer") to that certain MASTER COVENANTS FOR ORANGE TREE recorded July 22, 1983 in Official Records Book 3400, Page 1411, of the Public Records of Orange County, Florida, as amended and supplemented from time to time (the "Declaration").

RECITALS

A. Article 9, Section 5 of the Declaration provides, among other things, that Developer shall have the right to amend the Declaration from time to time, without the joinder or consent of any other party, for so long as Developer owns any Lot (as defined in the Declaration).

B. Developer holds title to numerous such Lots.

C. Developer now desires to amend the Declaration for the purposes hereinafter expressed.

NOW, THEREFORE, by virtue of the authority of Developer as aforesaid, the Declaration is hereby amended by adding a new Article thereto:

ARTICLE 10 - DISCLAIMER OF LIABILITY OF ASSOCIATION

Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the association or any other document governing or binding the association (collectively, the "association documents"), the association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of the properties including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or

subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the association documents that the various provisions thereof which are enforceable by the association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) the association is not empowered, and has not been created, t'0 act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Orange County and/or any other jurisdiction or the prevention of tortious activities; and

(c) the provisions of the association documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason. Each owner (by virtue of his acceptance of title to his lot) and each other person having an interest in or lien upon, or making an use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the association arising from or connected with any matter for which the liability of the association has been disclaimed in this article.

As used in this article, “association” shall include within its meaning all of association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors, and assigns. The provisions of this article shall also inure to the benefit of developer, which shall be fully protected hereby.

Except as amended hereby, the Declaration shall remain in full force and effect ab initio.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed on the date and year first above written.

Duly executed by Sanford B. Miot, Sr. Vice-President of the ARVIDA CORPORATION, on December 1, 1986.

AMENDMENT AND SUPPLEMENTAL DECLARATION TO MASTER COVENANTS FOR ORANGE TREE

THIS AMENDMENT is made as of this 28th day of July, 1988, by ARVIDA/JMB PARTNERS, a Florida general partnership.

RECITALS

A. Arvida Corporation, a Delaware corporation, recorded that certain declaration entitled Master Covenants for Orange Tree in Official Records Book 3400, Page 1411 of the Public Records of Orange County, Florida (said declaration, as amended and supplemented from time to time, being referred to herein as the "Declaration").

B. Arvida/JMB Partners, a Florida general partnership ('Developer') received an assignment of all of Arvida Corporation's rights, benefits and privileges under the Declaration including, without limitation, the amendment right recited herein below.

C. Article 9, Section 5 of the Declaration provides in pertinent part, that the Declaration may be amended by an instrument executed by the Developer alone, for so long as it holds title to any Lot or Unit affected by, and as defined in, the Declaration, which it now does.

D. Developer desires to amend the Declaration to more specifically describe the "Landscaping and Pedestrian Areas' (as defined in the Declaration) which may now or hereafter be located within The Properties.

E. Article 2, Section 2 of the Declaration provides that Developer may, from time to time, subject additional property to the Declaration.

F. Developer now desires to so subject the hereinafter described property and, additionally, to declare a portion thereof to be a Landscaping and Pedestrian Area.

NOW THEREFORE, by virtue of the authority of Developer as aforesaid, the Declaration is hereby amended and supplemented as follows:

[AMENDMENT]

1. Article 1, Section (g) of the Declaration is hereby amended by adding to the end thereof:

Landscaping and Pedestrian Areas shall be deemed nonexclusive easements in favor of the Master Association for the purposes set forth in this Declaration and may be located within Common Areas owned by Sub-Associations or, alternatively, may be located on Lots. The maintenance of such Landscaping and Pedestrian Areas, be they located upon Common Areas or upon Lots, pursuant to Article 5 of this Declaration shall be the only responsibility of the Master Association with respect thereto and all other responsibilities and liabilities of the Owner(s) of the property upon which the Landscaping and Pedestrian Areas are located, whether get forth In this Declaration or generally existing at law, shall remain in full force and effect.

Nothing herein contained shall preclude roadways from traversing a Landscaping and pedestrian Area to connect with public or private roadways (but not Lots) on either side thereof. Any such roadways shall not be deemed a part of the Landscaping and Pedestrian Area and shall be the sole maintenance responsibility of the association charged with same.

[SUPPLEMENTAL DECLARATION]

2. All of the property described in Exhibit "A" attached hereto and made a part hereof is hereby added to The Properties for the purposes of subjecting such property to the provisions of the Declaration.

3. For purposes of voting rights and the levying of assessments, the Exhibit "A" property described herein shall be deemed to contain one hundred twelve (112) Lots unless and until a different number of Lots is permitted to be developed within the subject property as evidenced by a recorded plat(s), a final site plan approval given by Orange County or other final governmental action establishing an actual or permitted number of Lots which are or may be located within the subject property.

4. The portion of the aforedescribed property which is also described in Exhibit "A" attached hereto and made a part hereof is hereby declared to be a Landscaping and Pedestrian Area within the meaning of, and subject to, the Declaration.

5. Any homeowners' or similar association created with respect to the herein described Exhibit "A" property shall be deemed a "Sub-Association" within the meaning of Article 1, Section (k) of the Declaration.

IN WITNESS WHEREOF, Developer has executed this Amendment as of the date and year first above written.

Duly executed by David L. Guy, Vice-President of the ARVIDA/JMB PARTNERS, on July 23, 1988.

EXHIBIT “A”

LEGAL DESCRIPTION

The Southwest 1/4 of the Northwest 1/4 of Section 23, Township 23 South, Range 29 East, less right-of-way for Dr. Phillips Boulevard, as recorded in Official Records Book 3551, Page 720, Public Records of Orange County, Florida, more particularly described as follows:

Beginning at the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 23, Township 23 South, Range 28 East, run. N.00'14'00'W., along the West line of said Southwest 1/4 of the Northwest 1/4, a distance of 735.14 feet to a point on the right-of-way line of Dr. Phillips Boulevard, as recorded in official Records Book 3551, Page 780, Public Records of Orange County, Florida; thence run along said right-of-way line for the following courses and distances; thence N.89'46'00'E., a distance of 75.00 feet to a point on a curve, concave Southeasterly, having a central angle of 06'19'59' and a radius of 2457.94 feet; thence from z tangent bearing of N.00'14'00"W., run Northerly along the arc of said curve, a distance of 271.6B feet; thence departing said curve, run N.00'14'00'W., a distance of 348.72 feet to a point on the North line of said Southwest 1/4 of the Northwest 1/4 and the South line of Hidden Springs Unit Five, as recorded in Plat Book 15, Pages 40 through 42,

Public Records of Orange County, Florida; thence S.89°40'48"E., along said line, a distance of 1246.53 feet to the Northeast corner of said Southwest 1/4 of the Northwest 1/4; thence S.00'03'51"E., along the West line of Sand Pines as recorded in Plat Book 15, races 49 cad 50, Public Records of Orange County, Florida, a distance of 1349.16 feet to the Southeast corner of Laid Southwest 1/4 of the Northwest 1/4, said point being on the North line of Orange Tree Country Club, Unit Two, as recorded in Plat Book 12, Pages 65 and 66, Public Records of Orange County, Florida; thence 14.89'56'00"W., along said North line, a distance of 1332.50 feet to the Point of Beginning.

LANDSCAPE APE AND PEDESTRIAN EASEMENT

Commencing at the Southwest corner of the Northwest 1/4 of Section 23, Township 23 South, Range 28 East, run S89'53'00"E, along the South line of said Northwest 1/4, a distance of :5.00 feet for a POINT 0F BEGINNING thence N00'14'00"W, a distance of 735.49 feet to a point on the right-of-way line of Dr. Phillips Boulevard, as recorded in Official Records Book 3551, Page 780, Public Records of Orange County, Florida, said point being the point of curvature of a curve, concave Easterly, having a central angle of 06'19'59" and a radius of 2,457.94 feet; thence run Northerly along said right-of-way line and the arc of said curve, a distance of 271.68 feet; thence departing said curve, run NOO'14'00"W, a distance of 348.72 feet to a point on the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 23; thence departing said right-of-way line, run 589'40'48-E, along said North line, a distance of 25.00 feet; thence S00'14'00"E, a distance of 349.87 feet to a point on a curve, concave Easterly, having a central angle of 06'21'56' and a radius of 2,432.94 feet; thence from a tangent bearing o1 S06'07'56"W, run Southerly along the arc of said curve, a distance of 270.30 feet to the point of tangency; thence S00'14'00"E, a distance of 685.49 feet; thence S70'17'21"E, a distance of 74.59 feet; thence S89'58'00"E, a distance of 1,162.46 feet to a point on the East line of said Southwest 1/4 of the Northwest 1/4; thence S03'03'51"E, a distance of 25.00 feet to the Southeast corner of said Southwest 1/4 of the Northwest 1/4; thence N89'58'00"W, a distance of 1,257.50 feet to the POINT 0F BEGINNING, lying in Orange Florida.

SUPPLEMENTAL DECLARATION

This SUPPLEMENTAL DECLARATION is made this 4th day of August, 1989, by ARVIDA/JMB PARTNERS, a Florida general partnership ("Developer"),

W I T N E S S E T H:

A. Developer is the successor to the "Developer" under that certain declaration entitled Declaration of Covenants and Restrictions for Orange Tree Estate Homes (Section 1), recorded July 22, 1983, in Official Records Book 3400, Page 1353, of the Public Records of Orange County, Florida, as amended and/or supplemented (the "Declaration") and is the successor to the "Developer" under that certain Master Covenants for Orange Tree,

recorded July 22, 1983, in Official Records Book 3400, Page 1411, of the Public Records of Orange County, Florida, as amended and/or supplemented (the "Master Covenants").

B. The Declaration provides that the Developer may add additional property to The-Properties (as defined in the Declaration) from time to time.

C. Developer executed and filed a Supplemental Declaration dated August 25, 1986, supplementing The Properties to include all that certain real property located in orange County, Florida, and more particularly described as:

All of ORANGE TREE COUNTRY CLUB UNIT FIVE, according to the Plat thereof recorded in Plat Book 18, Page 107 and 108 of the Public Records of Orange County, Florida, less and except Tract "C" thereof.

(hereinafter referred to as "Unit Five").

D. Developer may amend, change, or add to the Declaration and the Master Covenants for so long as it holds title to any Lot affected by the Declaration and the Master Covenants.

E. Developer holds title to at least one (1) Lot affected by the Declaration and the Master Covenants.

F. Developer has installed an eight inch (8") drainage pipe (the "Pipeline") in an easement area which has been granted by the owners of Lots 37, 38 and 41 of Unit Five in those certain Permanent Pipeline Easements (the "Permanent Pipeline Easements") recorded at Official Records Book 4105, Page 3673, Official Records Book 4105, Page 3669, Official Records Book 4105, Page 3676, all in the Public Records of Orange County, Florida, and desires to impose upon the Association (as that term is defined in the Declaration and Master Covenants) as that term is defined in the Declaration and Master Covenants) certain duties with respect to the Pipeline contained therein.

G. Developer now desires to make this Supplemental Declaration to modify and amend the provisions of the Declaration and the Master Covenants as they apply to the real property described on the attached Exhibit "A".

In consideration of the Developer's authority under the Declaration, it is hereby declared:

1. The lands more particularly described on the attached Exhibit "A" shall be excepted from the lakefront, lakeshore and lakebed use and access restrictions as applied in, among other places, if any, Article 6, Section 16, paragraphs (a) and (c) of the Declaration, as amended and supplemented, and from those certain restrictions with respect to Lake Marsha contained in the Master Covenants, as amended, and such other documents as may be reasonably necessary to effect this intent, provided, however, that any construction to, use of or access to those certain lands (including all lakeslopes, lakeshores and lakebeds) shall still be subject to any and all applicable governmental laws, rules or regulations and any and all governmental approvals and permits that may be required.

2. The Association shall be responsible to inspect, maintain, repair, and replace the Pipeline and shall exercise the duties and enjoy the benefits described in the Permanent Pipeline Easements.

IN WITNESS WHEREOF, Developer has executed these presents the day and year above written.

Duly executed by David L. Guy, Vice-President, ARVIDA/JMB PARTNERS, on August 4, 1989.

EXHIBIT "A"

Lots 37, 38 and 41, ORANGE TREE COUNTRY CLUB - UNIT FIVE, as recorded in Plat Book 18, Pages 107 and 108, Public Records of Orange County, Florida;

and

Beginning at the Northwest corner of Lot 37, ORANGE TREE COUNTRY CLUB - UNIT FIVE, as recorded in Plat Book 18, Pages 107 and 108, Public Records of Orange County, Florida, run North 29'01'13" East, a distance of 31.50 feet; thence North 00'00'00" East, a distance of 73.00 feet; thence South 44'16'34" East, a distance of 186.65 feet; thence South 00'00'00" West, a distance of 112.00 feet to a point, said point being the Northeast corner of Lot 37; thence along the North line of Lot 37 North 68'49'59" West, a distance of 12,81 feet; thence North 07'26'56" West, a distance of 28.60 feet; thence North 28'37'56" West, a distance of 53,27 feet; thence North 57'57'17" West, a distance of 123.17 feet to the POINT OF BEGINNING.

and

Beginning at the Northwest corner of Lot 38, ORANGE TREE COUNTRY CLUB - UNIT FIVE, as recorded in Plat Book 18, Pages 107 and 108., Public Records of Orange County, Florida, run North 00'00'00" East, a distance of 112.00 feet; thence South 84'31'13" East, a distance of 90,92 feet; thence South 00'00'00" West, a distance of 113.00 feet to a point, said point being the Northeast corner of Lot 38; thence along the North line of Lot 38, South 81'52'25" West, a distance of 48.34 feet; thence North 68'49'59" West,--a distance of 45.74 feet to the POINT OF BEGINNING.

and

Beginning at the Northwest corner of Lot 41, ORANGE TREE COUNTRY CLUB - UNIT FIVE, as recorded in Plat Book 18, Pages 107 and 108, Public Records of Orange County, Florida, run North 00'00'00" East, a distance of 130,00 feet; thence South 69'31'37" East, a distance of 8.35 feet; thence South 05'23'24" East, a distance of 133.00 feet to a point, said point being the Northeast corner of Lot 41; thence along the North line of Lot 41, North 75'17'39" West, a distance of 21.00 feet to the POINT OF BEGINNING.

CERTIFICATE OF AMENDMENT TO MASTER COVENANTS FOR ORANGE TREE

THE UNDERSIGNED, being the duly elected President and Secretary of ORANGE TREE MASTER MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit (the "Association") do hereby certify that the following amendments were adopted by the membership of the Association at a duly constituted meeting held on May 30, 1990.

RECITALS

A. Arvida corporation, a Delaware corporation, recorded that certain declaration entitled Master Covenants for Orange Tree in Official Records Book 3400, Page 1411 of the Public Records of Orange County, Florida (said declaration, as amended and supplemented from time to time, being referred to herein as the "Declaration").

B. Article 9, Section 5 of the Declaration provides, in pertinent part, that the Declaration may be amended by the affirmative vote of 66 2/3 % of the Members (as defined in the Declaration) cast a meeting thereof, subject to the approval of the Developer (as also defined in the Declaration) at certain times and as to certain matters.

C. An affirmative vote of the Members as required by Article 9, Section 5 was cast as aforesaid for the amendments to the Declaration set forth below.

D. Arvida/JMB Partners, a Florida general partnership and successor in interest to Arvida Corporation as the Developer as aforesaid, has consented hereto inasmuch as certain provisions hereof affect its rights, thus requiring such consent.

NOW, THEREFORE, by virtue of the authority of the Members as aforesaid, the Declaration was and is hereby amended:

1. The paragraph of Article 3, Section 2 of the Declaration entitled "Class C" is hereby deleted in its entirety.

2. Article 3, Section 2 of the Declaration is hereby further amended by adding to the end of the paragraph thereof entitled "Class D":

If the Class D membership has previously been terminated, in the manner and under the circumstances above provided, the operator/lessee of the Country Club may apply to the Board of Directors for the Class D membership to be reinstated. The Board of Directors shall have the authority, but not the obligation, to permit such reinstatement.

3. Article 4, Section 2 (g) of the Declaration is hereby deleted in its entirety.

4. Solely for the purpose of reconfirming the legal descriptions of the Common Areas and the Development in their entireties, as established by the Declaration and various subsequent Supplemental Declarations recorded in accordance therewith, Exhibits "A", "B"

and "C" of the Declaration are hereby replaced with their counterparts attached hereto and made a part hereof.

5. Paragraph 2, above, shall be subject to the written consent of the Class D Member of the Association, which consent shall be recorded in the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, the undersigned officers have executed this Certificate of Amendment on the date and year first above written.

Duly executed by Rita Brown, President, Orange Tree Master Maintenance Association, Inc., with the consent of David L. Guy, Vice-President of the ARVIDA/JMB PARTNERS, on May 31, 1990.

CERTIFIED COPY OF CORPORATE RESOLUTION

WE, THE UNDERSIGNED OFFICERS OF ORANGE TREE MASTER MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), do hereby certify that the following is a true and correct copy of a resolution duly adopted by the Directors of the Association at a duly called meeting of the Directors held on May 30, 1990, at which a quorum of Directors was present and voting throughout:

BE IT RESOLVED that the following amendments to the Rules and Regulations of the Association appearing as Schedule "A" to the Master Covenants for Orange Tree be amended pursuant to this Board's authority as set forth in Article 7, Section 4 of said Master Covenants:

1. The word "Developer" appearing in the last line of Section 5 is hereby replaced with "Board of Directors".

2. Section 7 is hereby deleted in its entirety and replaced with:

7. No trucks (except pick-up trucks as defined below) or commercial vehicles or vehicles with commercial signs, campers, mobile homes, motorhomes, house trailers, or trailers of every other description, recreational vehicles, boats (except at docks permitted by the Master Covenants) or boat trailers, horse trailers or vans (except as defined below), mopeds or motorcycles shall be permitted to be parked or to be stored at any place in the Development except in a completely enclosed garage. This prohibition of parking shall not apply to temporary parking of trucks or commercial vehicles, such as for pick-up, delivery, and other temporary commercial services, nor to any vehicles owned or leased by the Master Association. The provisions above provided shall not apply to the Country Club or its maintenance area.

Pick-up trucks are defined as small non-commercial trucks for personal use that have no more than 2 axles, are no taller than seven (7) feet, and no longer than twenty (20) feet. Vans

are defined as non-commercial passenger vehicles for personal use that have one or more sliding doors with no more than (2) axles, are no taller than 7 feet and no longer than 20 feet.

Any vehicle parked in violation of these rules and regulations or other restrictions contained herein or in the foregoing Declaration, as they may be amended, may be towed by the Master Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any. criminal act, by reason of such towing and once the notice of violation is posted, neither its removal, nor failure of the owner to receive it, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, and trailers. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

3. Section 9 is hereby amended by adding to the end thereof:

Notwithstanding the foregoing, chain link fences may be installed and kept around retention ponds and where required by Orange County ordinances.

IN WITNESS WHEREOF, we have affixed our names as President and Secretary, respectively, of the Association, and we have affixed the corporate s al of the Association to this certificate this 31st day of May, 1990.

Duly executed by Rita Brown, President, Orange Tree Master Maintenance Association, Inc., on May 31, 1990.

ARTICLES OF AMENDMENT

TO ARTICLES OF INCORPORATION OF ORANGE TREE MASTER MAINTENANCE ASSOCIATION, INC.

Pursuant to the provisions of Section 617.017 of the Florida Not For Profit Corporation Act and its Articles of Incorporation, the undersigned corporation has adopted the following Articles of Amendment to its Articles of Incorporation:

The name of the corporation is ORANGE TREE MASTER MAINTENANCE ASSOCIATION, INC.

The following amendments to the Articles of Incorporation were duly adopted upon the requisite vote of the members of the corporation on May 30, 1990:

RESOLVED, that:

1. The paragraph of Article 3, Section 2 of the Articles of Incorporation entitled "Class C" is hereby deleted in its entirety.

2. The paragraph of Article 3, Section 2 entitled "Class D" is hereby amended by adding to the end thereof:

If the Class D membership has previously been terminated, in the manner and under the circumstances above provided, the operator/lessee of the Country Club may apply to the Board of Directors for the Class D membership to be reinstated. The Board 'of Directors shall have the authority, but not the obligation, to permit such reinstatement.

3. Article 5, Section 3 is hereby amended by deleting the last sentence thereof and replacing same with:

After the Class B Membership of the Association terminates and the Developer is no longer entitled to elect a majority of the Board of Directors, all Directors shall be Class A Members of the Association residing in the Development.

The Board of Directors of each Sub-Association, as defined in the Covenants as originally recorded in Official Records Book 3400, Page 1411 of the Public Records of Orange County, Florida and, in which the developer thereof is' no longer entitled to elect its Board of Directors, shall elect one (1) of its Directors to serve on the Board of Directors of the Master Association. Such Director shall be elected from the Sub-Associations Board in the same manner as it elects its officers and prior to the Master Association's Annual Meeting. The Director so elected shall take office on the date of the Master Association's Annual Meeting.

In the event that there are more than three (3) seats on the Board of Directors, as established per Section l, above, then such excess seat(s) shall be filled by a Director(s) elected by the Class A membership at large.

4. Article 6, Section 2 of the Articles of Incorporation is amended by deleting the third sentence thereof and replacing same with:

All officers shall be Directors of the Association.

5. Paragraphs 2 and 3, above, shall be subject to the written consent of the Class D Member.

DATED: May 31, 1990.

Duly executed by Rita Brown, President, Orange Tree Master Maintenance Association, Inc., on May 31, 1990.

RULES AND RESTRICTIONS FOR ANTENNA INSTALLATION, MAINTENANCE AND USE

Corporate Resolution

By resolution, these rules have been duly adopted by the Board of Directors of THE ORANGE TREE MASTER MAINTENANCE ASSOCIATION, on August 25, 1999, at which a quorum of Directors was present and voting throughout, effective as of the same date.

RECITALS

WHEREAS, the Orange Tree Master Maintenance Association ("Association") is responsible for governance and maintenance of the Orange Tree community, Phases 2 thru 6 ("Community"); and

WHEREAS, the Association exists pursuant to Florida law and the Master Covenants for Orange Tree, OR Book 3400, Page 1411 (“the governing documents”); and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the Community, pursuant to Article 7, Section 4 of the governing documents permitting the Association to adopt rules and Article 8, Section 10 of the governing documents permitting the Association to enforce said rules; and

WHEREAS, the Federal Communications Commission ("FCC") adopted a rule effective October 14, 1996, and amended effective January 4 and 22 and February 16, 1999, preempting certain association restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("Covered Antennas"); and

WHEREAS, the Association wishes to adopt reasonable restrictions governing installation, maintenance, and use of antennas in the best interests of the Community and consistent with the FCC Over-the-Air Reception Devices (OTARD) Rule;

NOW, THEREFORE, the Association adopts the following rules and restrictions for the Community, which shall be binding upon all owners and residents and their grantees, lessees, tenants, occupants, successors, heirs, and assigns and which shall supersede any previously adopted rules on the same subject matter.

1. Definitions

A. Antenna: any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS), a mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

B. Covered Antenna: an Antenna covered by the FCC's OTARD Rule.

C. Central Antenna System: an antenna system installed by the Association to serve more than one resident simultaneously.

D. Common Area Property: property either owned by all unit owners jointly or by the Association, as defined in the governing documents.

E. Individual Antenna: Antenna installed by one Resident for reception by that Resident.

F. Individually Owned Property: A Lot as defined in the governing documents, including all real or personal property within its boundaries, being owned solely by the Resident, regardless of whether the Association has maintenance responsibility for that property.

G. Mast: Structure to which an Antenna is attached that raises the Antenna height to enable the Antenna to receive acceptable-quality signals.

H. Resident: any person residing in the Community.

I. Transmission-Only Antenna: An Antenna that has limited transmission capability and is designed for the Resident to select or use video programming.

2. Antenna Size and Type

Subject to criteria detailed elsewhere in these rules, the following are Covered Antennas and may be installed:

1. Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter may be installed. DBS antennas larger than 39.4 inches (1 meter) are subject to Orange Tree Master Maintenance Association Architectural Review Board (OTMMA-ARB) approval.

2. Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter. MDS antennas larger than 39.4 inches (I meter) are subject to OTMMA-ARB approval.

3. Antennas designed to receive television broadcast signals, regardless of size.

4. Transmission-Only Antennas that are necessary for the use of Covered Antennas.

5. Masts that are required for the installation of Covered Antennas.

6. All other Antennas (including amateur or ham radio antennas) not covered by the FCC's Over-the-Air Reception Devices Rule as amended are subject to OTMMA-ARB approval.

3. General Rules

A. Residents may install Covered Antennas according to the following rules, provided that these rules do not unreasonably delay Covered Antenna installation, maintenance, or use;

unreasonably increase the cost of Covered Antenna installation, maintenance, or use; or preclude reception of acceptable-quality signals from Covered Antennas. It shall be incumbent upon the resident seeking to install the covered antenna to furnish the Association with proof that the following rules are unreasonable as to their particular antenna installation.

B. Location

1. Covered Antennas shall be installed solely on Individually Owned Property or as designated in the governing documents.

2. Television broadcast Covered Antennas must be installed inside a home whenever possible.

3. Covered Antennas shall not encroach upon any Common Property, any other Resident's Individually Owned Property, Common Property airspace, or the airspace of another Resident's Individually Owned Property.

4. Covered Antennas shall be located in a place shielded from view from other homes, from streets, or from outside the Community to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible preferred location. This section does not permit installation on Common Property, even if an acceptable-quality signal cannot be received from an Individually Owned Property.

5. If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Resident must ensure that the installation location is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary. If such a request is made, the Resident shall be obligated to respond in a timely manner or be subject to all fines that may be imposed by the Association.

C. Installation

1. Covered Antennas shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.

2. All installations shall be completed so that they do not materially damage any property in the Community, or void any warranties of the Community or other Residents, or in any way impair the integrity of any building in the Community.

3. A Resident is not required to hire a professional antenna installer. However, any installer other than the Resident shall employ qualified personnel to install the Covered Antenna and shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits:

a. Contractor's general liability (including completed operations): $1 million.

b. The purpose of this regulation is to ensure that Covered Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to association residents, personnel, and their property.

4. Covered Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Covered Antennas, or cause property damage, including damage from wind velocity, lightning strikes, or the like.

5. Residents are liable for any personal injury or damage occurring to Community Common Property or other Residents' Individually Owned Property arising from installation, maintenance, or use of a Covered Antenna, and shall pay the costs to:

a. Repair damages to the Common Property, other Residents' Individually Owned Property and any other property damaged by Covered Antenna installation, maintenance, or use;

b. Pay medical expenses incurred by persons injured by Covered Antenna installation, maintenance, or use; and

c. Reimburse residents or the Association for damages caused by Covered Antenna installation, maintenance, or use.

6. A Resident installing a Covered Antenna shall indemnify the Association against injury or loss caused by the Covered Antenna.

D. Maintenance

1. Residents shall not permit their Covered Antennas to fall into disrepair or to become a safety hazard. Residents shall be responsible for Covered Antenna maintenance, repair, and replacement, and the correction of any safety hazard within thirty (30) days after notification by the Association of the need for such repair.

2. If Covered Antennas detach, Residents shall remove the Antennas or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may remove Covered Antennas at the sole expense of the Resident.

3. Residents shall be responsible for Covered Antenna maintenance if the exterior surfaces of the Covered Antennas deteriorate.

4. If the Resident does not correct a safety hazard within thirty (30) days after notification, the Association may enter onto the property to repair the Covered Antenna. Any repair expense will be charged to, and be the sole responsibility of, the Resident.`

5. If a Covered Antenna is not properly maintained, the Resident shall be responsible for any personal injury or property damage to Common Property or another Resident's Individually

Owned Property and shall indemnify the Association for any personal injury or property damage.

F. Covered Antenna Camouflaging

1. Covered Antennas shall be neutral in color or painted to match the color of the structure (wall, railing) on which they are installed.

2. Covered Antennas installed on the ground and visible from the street or other Residents' Individually Owned Property must be camouflaged. A covered antenna preferably should be camouflaged by existing landscaping or screening or, as a last resort, painting. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.

3. Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

4. Safety

Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation or maintenance, Residents must follow the listed safety guidelines:

A. Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions. If a Resident must obtain a permit in compliance with a valid safety law or ordinance, then the Resident shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

B. Unless the above-cited codes, safety ordinances, laws, and regulations require a greater separation, Covered Antennas shall not be placed within thirty (30) feet of electrical power lines (above-ground or buried) and in no event shall Covered Antennas be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from Covered Antenna contact with power lines.

C. Covered Antennas shall not obstruct access to or exit from any doorway or window of a building, walkway, ingress or egress, electrical service equipment, water shut-off valves, or any other areas necessary for the safe operation of the Community. The purpose of this requirement is to ensure the safe ingress or egress of Association residents and personnel, and to ensure safe and easy access to the Association's physical plant.

D. To prevent electrical and fire damage, Covered Antennas shall be permanently and effectively grounded.

E. To prevent detachment during a storm, Covered Antennas shall be installed to withstand wind speeds as may be outlined in any local and state building codes.

5. Number of Covered Antennas

No more than one Covered Antenna providing the same service from the same provider may be installed by a Resident.

6. Association Use of Common Property for Covered Antenna Installation

A. The Association may choose to set aside a portion of Common Property for the installation of a Central Antenna System to receive telecommunications signals. If the Association chooses to install a Central Antenna System, the Association may prohibit Individual Antenna installations provided that the following conditions are met:

1. The Central Antenna System offers the same service from the same provider as the Individual Antenna;

2. The proportionate costs for both Central Antenna System installation and signal reception (including any service fees) must be equal to or lower than costs for installation and service of an Individual Antenna;

3. The quality of signals received from the Central Antenna System is equal to or better than that of signals received from Individual Antennas; and

4. There is no unreasonable delay in receiving the signals.

B. If the Association installs a Central Antenna System that meets the conditions of VI.A., above, it may order the removal of Individual Antennas provided that the Association pays for the removal of the Individual Antennas and reimburses the Residents the value of the Individual Antennas.

7. Mast Installation

A. Mast height may be no higher than absolutely necessary to receive acceptable-quality signals.

B. Masts extending twelve (12) feet or less beyond the roofline may be installed on Individually Owned Property, subject to the regular notification process as described in Section 10.A., below. Oversized Masts, masts that extend more than twelve (12) feet above the roofline or are installed nearer to the lot line than the total height of the Mast and Covered Antenna above the ground, must be pre approved due to safety concerns posed by wind loads and the risk of failing Covered Antennas and Masts. Residents seeking the installation of an oversized mast shall be subject to the notification process described in Section 10.B., below. Any application for an Oversized Mast must be pre-approved as described in this paragraph and must include a description of the Covered Antenna and the Mast, the location

of Mast and Covered Antenna installation, a description of the means and method of installation, including any manufacturer specifications, and an explanation of the necessity for a Mast higher than twelve (12) feet above the roofline or to be installed nearer to the lot line than the total height of the Mast and Covered Antenna. If it is deemed by the Association that the said installation of an Oversized Mast will pose a safety hazard to association residents and personnel, then the Association may prohibit such installation. The notice of rejection shall specify the safety risks.

C. Since Masts extending more than twelve (12) feet above the roofline or are installed nearer to the lot line than the total height of the Mast and Covered Antenna above the ground pose risks of personal injury and damage to Common and other Residents' Individually Owned Property, these Masts shall be installed by a insured Covered Antenna installer to ensure proper and secure installation.

D. Masts must be painted the appropriate color to blend with their surroundings.

E. Masts shall not be installed nearer to electric power lines than a distance equal to the total height of the Mast and Covered Antenna. The purpose of this regulation is to avoid damage to electric power lines if the mast should fall in a storm.

F. Masts shall not encroach upon Common Property or another Resident's Individually Owned Property.

G. To prevent personal injury and property damage, Masts must be installed to safely withstand environmental conditions natural to Association's location (i.e., hurricane winds, lightning, etc.).

8. Covered Antenna Removal

Covered Antenna removal requires restoration of the installation location and any other affected locations, if any, to their original condition. Residents shall be responsible for all costs relating to restoration of these areas.

9. Association Maintenance of Locations upon Which Covered Antennas Are Installed

A. If maintenance requires the temporary removal of Covered Antennas, the Association shall provide Residents with ten (10) days' written notice. Residents shall be responsible for removing or relocating Covered Antennas before maintenance begins and replacing Covered Antennas afterward. If they are not removed in the required time, then the Association may do so at the Residents' sole expense. The Association is not liable for any damage to Covered Antennas caused by Association removal. The Association is not responsible for reinstalling Covered Antennas.

B. If Covered Antennas pose immediate threats to Association Residents and personnel or property, then the Association has the right to remove Covered Antennas at the Resident’s

sole expense. The Association is not liable for any damage to Covered Antennas caused by this removal.

10. Notification Process

A. Any Resident desiring to install a Covered Antenna must complete a notification form (substantially like that as shown in Attachment "A", Notification Form Regarding Antenna Installation) and submit same to the Orange Tree Master Maintenance Association Architectural Review Board (OTMMA-ARB), care of the Association Manager's office. The installation may then begin immediately. The purpose of the notification process is to allow the Association to provide Covered Antenna installation rules and other information to Residents, to know if a person other than the Resident will be entering the community for Covered Antenna installation, and to determine whether the installation could pose a safety hazard.

B. Any Resident desiring to install a Covered Antenna by use of an Oversized Mast must complete an approval form (substantially like that as shown in Attachment "B", *Approval Form for Installation of Oversized Mast* and submit same to the Orange Tree Master Maintenance Association Architectural Review Board (OTMMA-ARB), care of the Association Manager's office. The installation may not begin until the oversized mast has been approved by the OTMMA-ARB. Resident shall be informed of approval or denial of their request for the installation of an oversized mast within thirty (30) days from the date of the completed form to the Association, or said installation shall be deemed to be approved. The purpose of the notification process is to allow the Association to provide Covered Antenna installation rules and other information to Residents, to know if a person other than the Resident will be entering the community for Covered Antenna installation, and to determine whether the installation could pose a safety hazard.

C. The Association may hire an independent contractor to determine whether an installation in a nonconforming location is necessary. If the independent contractor finds that installation in an alternate, conforming location is possible, then the Resident will be required to relocate the Covered Antenna at the Resident's sole expense.

11. Installation by Tenants

These rules shall apply in all respects to all Residents, whether owners or tenants.

12. Enforcement

A. If these rules are violated, the Association, after providing the Resident with notice and opportunity to be heard, may bring action for declaratory relief with the FCC or any court of competent jurisdiction. The Association shall impose a fine of $100 for each violation. If the violation is not corrected within thirty (30) days, additional fines of $10 per day may be imposed for each day that the violation continues beyond said thirty (30) day period.

B. As permitted in Association governing documents, attorneys' fees shall be collected from an offending Resident for any action taken by the Association in an attempt to enforce Resident's compliance with these rules.

C. If Covered Antenna installation poses a serious, immediate safety hazard, the Association may, in addition to any other remedies available to the Association, seek injunctive relief to prohibit the installation or seek removal of the installation.

13. Severability

If any of these provisions is ruled to be invalid, the remainder of these rules shall remain in full force and effect.

IN WITNESS WHEREOF, we have affixed our names as President and Secretary, respectively, of the Association, and we have affixed the corporate seal of the Association to this resolution on August 25, 1999.

Duly executed by Albert Gallof, President, and Fran Berger, Secretary, on August 25, 1999.

RULES AND REGULATIONS – POLICIES AND PROCEDURES FOR THE ISSUANCE OF PARKING TICKETS

Corporate Resolution

Estate Home Resolution, adopted by the Master Maintenance Association on, or about, February 23, 2000.

By resolution, these rules have been duly adopted by the Board of Directors of THE ORANGE TREE ESTATE HOME ASSOCIATION, on February 23, 2000, at which a quorum of Directors was present and voting throughout, effective as of the date referenced below.

RECITALS

WHEREAS, the Orange Tree Estate Home Association ("Association") is responsible for governance and maintenance of portions of the Orange Tree community, namely Phases 3 thru 6 ("Community"); and

WHEREAS, the Association exists pursuant to Florida law and the Estate Home Covenants for Orange Tree, OR Book 3400, Page 1353 ("the governing documents"); and

WHEREAS, the governing documents, more specifically Article 6, Section 12 state, in part, that "no on-street parking shall be permitted" and further provides that "any vehicle parked in violation of these or other restrictions ... may be towed by the Association at the sole expense of the owner"; and

WHEREAS, all streets within the Community are part of the private Common Area property, and Schedule A of the governing documents states that "no portion of the Common Areas may be used for parking purposes, except those portions specifically designed and intended therefore" and that "areas designated for guest parking shall be used only for this purpose and neither Owners nor occupants of Units shall be permitted to use these areas"; and

WHEREAS, the Association has, by virtue of an Agreement for Traffic Control on Private Roads, dated March 2, 1999, has previously granted the Orange County Sheriff's office, with direction from the Association, the power to exercise traffic control jurisdiction over the Association's private property, or common areas, including the enforcement of rules and regulations regarding parking restrictions; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the Community, pursuant to Article 6, Section 21 of the governing documents permitting the Association to adopt rules, and Article 8 of the governing documents permitting the Association to enforce said rules; and

WHEREAS, the Association wishes to adopt reasonable rules governing the prohibition of parking in Association Common Areas, and adopt policies and procedures for same, both of which the Association considers to be in the best interests of the Community;

NOW, THEREFORE, the Association adopts the following rules and restrictions for the Community, including the stated policies and procedures, which shall be binding upon all Owners and residents and their grantees, lessees, tenants, occupants, successors, heirs, and assigns and which shall supersede any previously adopted rules on the same subject matter.

1. Definitions

A. Common Area Property: property either owned by all unit owners jointly or by the Association, as defined in the governing documents, including all private residential streets within the Community.

B. Owner: shall mean and refer to the record owner of a residential unit (or Unit) within the Community, who are Members of the Association as provided therein.

C. Parking: temporarily or permanently leaving a vehicle unattended in a Common Area not designated for such use. For purposes of these rules and regulations, and as per Article V1.12 of the governing documents, this definition shall not apply to temporary parking of trucks or commercial vehicles, such as for pick-up and delivery and other commercial services (excluding maids or nannies), nor to vans for personal use which are in acceptable condition in the sole opinion of the Association (which favorable opinion may be changed at any time), nor to one-time street parking by guests or invitees of a resident.

D. Resident: any Unit Owner or person that resides in the Community, more particularly, permanent or temporary residents, their grantees, lessees, tenants, or occupants - including guests and invitees if their stay is for more than one (1) night.

E. Repeat Offender: Any resident who violates these rules and regulations on more than three (3) occasions.

F. Standing: temporarily or permanently leaving a vehicle, often attended, in a Common Area not designated for such use.

2. Policies and Procedures

In order to enforce these rules and regulations, and before any enforcement shall be put into practice, the Association shall implement the following policies and procedures:

A. The Association shall post and deliver proper notice as described in Section 3, below; and

B. The Association shall, where practical, contact local law enforcement to ensure that all relevant permits are obtained and that the requirements of any and all local ordinances have been met; and

C. The Association shall engage a reasonably reputable (i.e., experienced) towing company if deemed necessary by the Property Manager, for the enforcement of these provisions, as outlined in Section V, below; and

D. The Association shall establish procedures as to when and under what circumstances the towing company is to be called and which person(s) have the authority to order towing services (further described in Section V, below).

3. Notification Process

The Association shall cause the following notices to be placed where and as specified. Once notice is posted, neither its removal nor failure of a resident to receive it, shall be grounds for relief of any kind.

A. Signs, as those described in Attachment A, shall be placed at each entryway into the Community, more specifically, the Woodgreen at Turkey Lake Road gate, the Woodgreen at Dr. Phillips Blvd. gate, and on Parson Brown Drive, between Orange Tree Way and the westerly Golf Villas; and

B. A one-time, brief description of these newly adopted rules and regulations shall be placed in the Orange Tree Reporter, the Orange Tree Community newsletter; and

C. An ongoing, brief reminder shall be placed regularly in the Orange Tree Reporter, the Orange Tree Community newsletter, stating substantially the same as that shown in Attachment A.

4. Tickets and Automatic Fines

Should any vehicle be observed by an Association representative, or duly designated Orange County Sheriff's Deputy, to be a repeat offender, then the following procedures, in the discretion of the Property Manager or as ordered by the Association, may be implemented:

A. A private Association parking ticket (see Attachment B) shall be issued and placed on the vehicle indicating the vehicle make and model, approximate year, vehicle color, license tag number and state of issue, driver's name and address (if known), as well as the date and time issued, and by whom the ticket was issued. The fines for parking violations shall initially be as follows:

1. Parking in DISABLED PERSONS' space/area - $50.00

2. Parking in NO PARKING space/area - $25.00

3. Parking in RESERVED or DESIGNATED space/area - $10.00

4. Parking in 2 SPACES - $5.00

5. Parking in COMMON AREAS not designated for parking - $10.00

6. Parking so as to BLOCK DRIVEWAY or ACCESS - $10.00

B. All fines are to be paid within ten (10) days of the date of the infraction and shall be paid at the Orange Tree Property Manager's office at 7201 Woodgreen Drive.

5. Enforcement.

A. A violating vehicle's license number and description shall be permanently recorded. If a vehicle already ticketed as described in Section IV, above, shall incur another parking violation, not necessarily for the same infraction, then, at the discretion of the Property Manager, or as ordered by the Association, the car may be towed and stored at the driver's expense; or

B. If a fine as specified on the ticket is not be paid within the timeframe as outlined in Section IV.B, above, or if a violator requests an appeal, then the Property Manager is instructed to schedule said violation for a hearing before the Association Board and notice the offending Resident of said hearing time and date, instructing the resident to attend the hearing and to show cause why they should not be assessed an additional fine by the Board, as allowed under Article 8 of the governing documents; and

C. As permitted in Association governing documents, attorneys' fees shall be collected from an offending Resident for any action taken by the Association in an attempt to enforce Resident's compliance with these rules; and

D. For purposes of these rules and regulations, all fines levied in Section IV, above, or that may be levied by the Association under this section, are to be imposed upon an Owner for failure of his or her family, guests, invitees or employees, to comply with these rules and regulations.

E. No provisions herein shall be deemed to limit the Association in the remedies available to it under the governing documents to enforce the rules and regulations of the Association.

6. Severability

IN WITNESS WHEREOF, we have affixed our names as President and Secretary, respectively, of the Association, and we have affixed the corporate seal of the Association on the date indicated below.

Duly executed by Louis Roeder, Lou Ruggiano, and Tom Howat of the Estate Home Association on February 23, 2000, and subsequently adopted by resolution by the Master Maintenance Association.

REVISION HISTORY

Revision Number	Revision Date	Revision Description	Approved By
0	07/13/1983	Developer issued initial Covenants document.	Arvida
	07/13/1983	Developer added Joinder about the Country Club.	Arvida
	07/18/1983	Added Article 11 on Registered Agent.	Board
	07/25/1983	Added By-Laws.	Board
	08/25/1986	Developer added to By-Laws a Supplemental Declaration to Covenants.	Arvida
	12/01/1986	Developer added Article 10 to By-Laws - Disclaimer of Liability of Association to the Covenants.	Arvida
	07/23/1988	Developer added an Amendment and Supplemental Declaration.	Arvida
	07/28/1988	Developer modified the definition for Landscaping and Pedestrian Areas. Developer also added an Amendment and Supplemental Declaration.	Arvida
	08/04/1989	Developer added a Supplemental Declaration.	Arvida
	05/30/1990	Deleted the Class C membership. Added paragraph to the Class D membership.	Board
	05/30/1990	Changed Schedule A regarding signs, notices, and advertisements. Replaced paragraph on parking and storing of vehicles. Changed paragraph on chain link fences. Substituted language in Article 5 for Election of Members of Board of Directors. Deleted a portion of Article 6 on Election of Officers.	Board
	05/31/1990	Added Certificate of Amendment and Certified Copy of Corporate Resolution. Added amendments to the Articles of Incorporation.	Board
	08/25/1999	Added Rules and Restrictions for Antennas.	Board
	02/23/2000	Added Rules and Regulations for Parking Tickets.	Board
0.1	05/21/2025	Corrected typos, added clickable table of contents, added page headers, added page numbers, changed Roman numerals to numbers, reformatted for readability, converted the all-Caps paragraphs to standard text, used more consistent capitalization, added Note 2 on document hierarchy, added Note 3 regarding Class C membership removal and continued references, added this Revision History section, and included prior revision history and dates.	Board