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Prepared by:
Dye Construction & Development, Inc.
2300 Lee Road
Winter Park, FL 32789
B. Michael Kalin

CHAPIN STATION SUBDIVISION

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 17th day of March, 2004, by Winter Garden Development, LLC., a Florida Limited Liability Company, hereinafter referred to as the "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner of the following described real property situate, lying and being in Orange County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

WHEREAS, the above-described real property shall hereinafter be referred to as the "Existing Property"; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said streets, street lights, open spaces and other common facilities as may be specifically designated on the plats of the Existing Property, and, if the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Existing Property and each Owner thereof; and

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

WHEREAS, Developer shall incorporate under the laws of the State of Florida, as a nonprofit corporation, Chapin Station Homeowners Association, Inc., for the purpose of exercising the powers and functions aforesaid and as hereinafter set forth,

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
P. O. BOX 880
WINTER PARK, FL 32790

NOW, THEREFORE, the Developer, for itself and its successors and assigns, declare that the Existing Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I:

DEFINITIONS

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

a) "Association" shall mean and refer to CHAPIN STATION Homeowners Association, Inc.

b) "Existing Property" shall mean and refer to all that certain real property described in the plat of CHAPIN STATION Subdivision, according to the plat thereof as recorded in Plat Book 57, Page(s) 28-33, Public Records of Orange County, Florida.

c) "Lot" shall mean and refer to each plot of land set aside for purposes of improvement as a residential homesite and depicted upon any recorded subdivision plat of the Existing Property.

d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is situated upon the Existing Property, including the Developer with respect to each unsold Lot; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee of Lots unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Lot held, irrespective of whether such ownership is joint, in common tenancy by the entirety, majority vote of such Owners shall be necessary to cast any vote to which such Owners are entitled.

e) "Member" shall mean and refer to each Owner who is a Member of the Association as provided in Article II, Section 2, hereof.

f) "Developer" shall mean and refer to Winter Garden Development, LLC., a Florida limited liability company, and its successors and assigns.

g) "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges.

ARTICLE II:

STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Association. The Association shall be a nonprofit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation, By-Laws and this Declaration. Neither the Articles of Incorporation nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted to as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. Copies of the initial Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits "B" and "C", respectively. Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

The officers and directors of the Association shall be required to be either a) Members of the Association, or b) officers, directors, agents, representatives or employees of the Developer. A Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with the Declaration and the Association Articles of Incorporation and By-Laws.

SECTION 2. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. Developer shall be a Member with respect to each Lot owned by it.

SECTION 3. Voting Rights. The Association shall have two classes of membership, Class "A" and Class "B".

a) Class "A". Class "A" Members shall be all Owners. Each Class "A" Member shall have one vote for each Unit which they own; provided, there shall be only one vote per Unit and no votes shall be exercised for any unimproved property owned by the Class "B" Member as long as the Class "B" membership exists, and no votes shall be exercised on account of any property which is exempt from assessment under Article IV, Section 1.B.

b) Class "B". The sole Class "B" Member shall be Winter Garden Development, LLC. The rights of the Class "B" Member under this Declaration and the Bylaws are specified elsewhere in the Declaration and the Bylaws.

The Class "B" membership shall terminate six (6) months after termination of the Class "B" Control Period or when, in its discretion, the Class "B" Member so determines and declares in a recorded instrument. The Class "B" Control Period is that period until the first of the following to occur:

i) When ninety percent (90%) of the total number of Units proposed by the Master Plan for the property Described on Exhibit "A" of this Declaration have Certificates of occupancy issued thereon and have been Conveyed to Persons other than Builder;

ii) Twenty (20) years after the date on which the Declaration is recorded in the Official Records of Orange County, Florida; or

iii) When, in its discretion, the Class "B" Member so Determines.

In any situation in which a Member is entitled personally to exercise the vote for his Unit and there is more than one Owner of a particular Unit, the vote for such Unit shall be exercised as such Co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the close of balloting. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

SECTION 4. Duties of the Association. The Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration, have obligations, duties and functions (subject to the provisions of this Declaration), to do and perform each and every of the

following for the benefit of the Owners and for the maintenance, administration and improvement of the Existing Property:

a) Enforcement. To take such action, whether or not expressly authorized herein or in any governing instrument, as may be reasonably necessary to enforce the restrictions, limitations, covenants, affirmative obligations, conditions and other provisions of this Declaration, and of the Articles of Incorporation and By-Laws.

b) Water and Other Utilities. Acquire, provide and/or pay for water, sewage disposal, garbage disposal, electrical, telephone and gas, and any other necessary utility services for the Subdivision.

c) Taxes and Assessments. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

d) Dedication for Association Use - The park and retention pond (Stormwater), Track A, and retention pond (Stormwater), Track B shall be dedicated to the Association and shall be maintained by the Association who shall hold harmless and indemnify the Developer for any and all subsequent claims, demands and actions pertaining to said dedication. After loss of Developer control of the Association, the Association shall not withhold unreasonably the grant of any easement requested by the Developer for drainage, ingress, egress or utilities for the benefit of the use, enjoyment and development of the lands described therein. The Association shall be obligated to keep and properly maintain the landscaping of the medians within all roadways and dedicated rights-of-way within the Existing Property, and hold harmless and indemnify the Developer for any and all subsequent claims, demands and actions pertaining to said Easements and Buffers. Further, there shall exist a Landscape and Wall Buffer as described per Plat, which shall be dedicated to the Association and shall be maintained by the Association who shall hold harmless and indemnify the Developer for any and all subsequent claims, demands and actions pertaining to said Buffer.

e) Insurance. To obtain and maintain insurance as provided by the By-Laws of this Declaration or as desired by the Association.

f) Rule Making. To make, establish, promulgate, amend or repeal any rules and regulations as may be deemed necessary by the Association and which are not inconsistent with the terms of this Declaration.

g) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Declaration and the rules and regulations of the Association.

h) The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

SECTION 5. Powers and Authority of the Association. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the By-Laws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles of Incorporation and the By-Laws, and to do and perform any and all acts which may be necessary or proper fore or incidental to the exercise of any of the express powers of the Association, including the following which are listed without intent to limit the foregoing articulation:

a) Assessments. To levy assessments on the Owners of Lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.

b) Right of Enforcement. In its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any provision of this Declaration, the rules and regulations promulgated by the Association, the Articles of Incorporation of the Association or the By-Laws of the Association and to enforce, by mandatory injunction or otherwise, all of the provisions thereof.

c) Easements and Rights of Way. To grant and convey to any third party easements and rights of way in, on, over and under the Easements and Buffers and any streets located thereof for the purposes of constructing, erecting, operating, for maintaining thereon, therein or thereunder (1) overhead or underground lines, cables, wires, conduits or other devices for the transmission of electricity, telephone, community television, radio and audio and antenna facilities and for similar purposes, (2) public sewers, storm water drains and pipes, water systems, sprinkler systems, water and gas lines or pipes, and (3) any similar public or quasi-public improvements, facilities or utilities.

d) Employment of Manager and Employees. To employ the services of any person or corporation as manager together with employees, to manage, conduct and perform the business, obligations and duties of the Association as may be directed by the Board and to enter into the contracts fore such purpose. Such manager and employees shall have the right to ingress and egress over such portions of the development as may be reasonably necessary for the purpose of performing such business, duties and obligations.

e) Rights of Entry. Without liability to any Owner, to cause its agents, independent contractors and employees, after notice, to enter upon any Lot or the exterior of any residence for the purpose of enforcing any and all the provisions of this Declaration, for the purpose of maintaining and repairing such Lot or residence if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior appearance as required by Article VII, or as reasonably required to promote or protect the general health, safety and welfare of the residence and the users of the development properties.

f) Maintenance and Repair Contracts. To contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all improvements of whatsoever kind and for whatever purpose from time to time located upon or within the Easements and Buffers.

g) Insurance. To obtain, maintain and pay for such insurance policies or bonds, whether or not required by such provision of this Declaration or the By-Laws, as the Association may deem to be appropriate for the protection or benefit of the Association, the members of the Board, the members of the ARB, Owners, their tenants or guests, including, but not by way of limitation, fire and extended coverage insurance covering the Easements and Buffers, liability insurance, war risk insurance, boiler insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance and fidelity bonds.

h) Utility Service. To contact and pay for, or otherwise apply for, any necessary utility services, including, but without limitation, water, sewage disposal, garbage, electrical, telephone and gas services.

i) Professional Services. To contract and pay for or otherwise provide for, any necessary services of architects, engineers, attorneys, certified public accountant, and such other professional and non-professional services as the Association deems necessary.

j) Road Maintenance. To contract and pay for, or otherwise provide for, the construction, reconstruction, repair, replacement or refinishing of any roads, drives, parking areas, or other paved areas upon any portion of the development not dedicated to any governmental unit.

k) Maintenance of Road Edges and Medians. To contract and pay for the maintenance and landscaping of all medians and edges of roadways or rights of way within the development whether or not said roadways or rights of way have been dedicated to a governmental unit or public authority.

l) Protective Services. To Contract and pay for, or otherwise provide for, security, and other such protective services as the Association shall from time to time deem appropriate for the benefit of the development, the Owners, their tenants and guests.

m) General Contracts. To contract and pay for, or otherwise provide, such materials, supplies, furniture, equipment and labor as and to the extend the Association deems necessary.

n) Liens. To pay and to discharge any and all liens from time to time placed or imposed upon any Common Property on account of any work done or performed by or on behalf of the Association in fulfillment of any of its obligations and duties of ownership, maintenance, repair, operation or administration.

ARTICLE III:

PROPERTY RIGHTS IN THE SUBDIVISION

SECTION 1. Member's Easements and Enjoyment. Subject to the provisions of this Article, every member of the Association shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Easements and Buffers and such rights shall be appurtenant to and shall pass with the title to every Lot. Said right shall include, but not be limited to, the following:

a) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks in the Subdivision for all lawful purposes; and

b) Rights to connect with, maintain and make use of utility lines, wires, pipes, conduits, cable television lines;Gas; water, sewers and drainage lines which may from time to time be located or installed upon the Easements and Buffers; and

SECTION 2. THIS SECTION INTENTIONALLY LEFT BLANK

SECTION 3. Encroachment of Lots. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed by Developer encroaches on any Lot, it shall be deemed that the Owner of such Lot or the Association has granted a perpetual easement to the Owner of the adjoining Lot or to the Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements in substantial conformity with the original encroaching structure or improvement.

SECTION 4. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of any restricted solely to the designated Association, Developer, and Owners; provided however, any Owner or the Developer may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, but the same is not intended nor shall it be construed as creating any rights in and for the benefit of the general public.

ARTICLE IV:

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessment.

a) Each Owner of any Lot in the Existing Property, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, hereby covenants and agrees to pay to the Association; 1) annual assessments or charges; and 2) special assessments for capital improvements, such assessments hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, including court costs and a reasonable attorneys' fees, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon such assessment, together with such interest, costs and attorneys' fees as hereinafter provided, shall also be the personal obligation of person who was the Owner of such Lot at the time when the assessment fell due.

b) Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

1) All Properties to the extent of any easement or other public interest therein dedicated and accepted by the local public authority and devoted to public use; and

2) All Common Area and any property owned by Winter Garden Development, LLC., which is included in the Common Area; and

3) Except as set forth in this subparagraph (b), no Lot or any portion thereof shall be exempt from assessments, charges or liens.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Subdivision and, in particular, for the improvement and maintenance of properties, services, and facilities which have been constructed, installed, or furnished or may subsequently be constructed, installed, or furnished for the residents of the Subdivision:

a) Payment of operating expenses of said Association, including, without limitation, real estate taxes and insurance; and

b) Lighting, improvement and beautification of access ways and easement areas; and

c) Management, maintenance, improvement and beautification of landscaping in the Subdivision, buffer strips and rights-of-way; and

d) Garbage collection and trash and rubbish removal when and to the extent specifically authorized by said Association; and

e) Repayment of deficits previously incurred by the Association, if any, and/or in furnishing the services and facilities provided herein to or for the Members of the Association; and

f) Doing any other thing necessary or desirable in the judgment of said Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or which, in the judgment of said Association, may be of general benefit to the Owners or occupants of the Existing Property.

g) Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

SECTION 3. Annual and Special Assessments.

a) Initial Assessment. Every new member of the Association, upon becoming vested with title to any Lot, shall pay to the Association an initial membership fee, in addition to all other fees and assessments required herein, in the amount of Two hundred fifty Dollars ($ 250.00). If a builder is a new member they will pay and be reimbursed at the third party closing. The amount of the initial membership fee may be increased above $250.00 by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

b) Annual Assessment. Commencing on the date set pursuant to Section 5 of this Article, there shall be an annual assessment of Three hundred twenty-five ($325.00) Dollars per Lot, payable in advance, on January 1, of each year. This assessment shall be prorated in the first year as to Lots in the Existing Property from the date set by the Board of directors as set forth in Section 5 until the next annual installment due date. Each installment of assessment shall be paid directly to the Association, or, in the event the Association is not yet activated, to the Developer. The Developer shall account to the Association for any such funds

received and expended, and shall deliver to the Association the balance of any funds upon activation of the Association.

c) Winter Garden Development, LLC's Option to Fund Budget Deficits. During the Class "B" Control Period, Winter Garden Development, LLC, may annually elect either to pay regular assessments on its unsold Units, or to pay the difference between the amount of assessments levied on all other Units subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Winter Garden Development, LLC may make such election at any time prior to the end of the fiscal year for such fiscal year.

Regardless of such election, the Association shall have a lien against all Units owned by Winter Garden Development, LLC to secure Winter Garden Development, LLC's obligations under this paragraph, which lien shall have the same attributes and shall be enforceable in the same manner as the Association's lien on other Units under this Article. Winter Garden Development, LLC's obligations hereunder may be satisfied in the form of cash or by individual contributions of services or materials, or by a combination of these.

The Association is specifically authorized to enter into subsidy contracts and contracts for "in kind" contribution of services, materials, or a combination of services and materials with Winter Garden Development, LLC. or other entities.

d) Increase of Assessments. Each year, the Board of Directors of the Association shall consider current maintenance costs and future needs of the Association and fix the annual assessment in advance for each year.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement of a described capital improvement upon the Easements and Buffers, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance of the meeting and which notice shall set forth the purpose of the meeting.

SECTION 5. Date of Commence of Assessment; Due Dates. The annual assessments provided for in Section 3 shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association.

The first annual assessments shall be made for the balance of the relevant annual period and shall become due and payable on the day fixed for commencement. The assessments for any year after the first year, shall become due and payable on the first of January, of that year.

The amount of the annual assessment which may be levied as to each Lot for the balance remaining in any annual period of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that period bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any Lot, which is hereafter added to the Existing Property at a time other than the beginning of an assessment period.

SECTION 6. Quorum for any Action Authorized under Sections 3 and 4. The quorum required for any action authorized by Sections 3 and 4 hereof shall be as follows:

At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called and subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting, shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. Certificate of Payment. The Association shall upon demand at any time furnish to any Owner liable for assessment a certificate in writing signed by an Officer of the Association setting forth whether said assessment has been paid. The certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 8. Effect of Nonpayment of Assessment. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot with respect to the ownership of which the assessment accrued shall bind such property in the hand of the then Owner, his heirs, successors, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall also remain his

personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date due at the highest rate allowed by law, and the Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the property, and there shall be added to the amount of such assessment interest, costs of collection and court costs, and reasonable attorneys' fees, including costs and fees incurred on appeal. Reasonable attorneys' fees and costs of collection shall be recoverable whether or not suit is brought.

If it becomes necessary for the Association to file a claim of lien against any Lot a Seventy-Five Dollar ($75.00) lien fee may be charged by the Association. Such lien fee shall be added to the unpaid assessment and same shall be secured by the lien hereby created.

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

ARTICLE V:

ARCHITECTURAL CONTROL

SECTION 1. Subdivision Architectural Control. No building, fence, wall, residence, garage, or any other structural improvement, or change or alteration to the exterior of existing structures or improvements shall be commenced, erected or maintained, nor shall any exterior addition to or change or alteration thereto be made, until the plans and specifications showing the nature, kind, size, design, shape, finished grade elevation, height, materials, color and location of the same shall have been submitted, together with a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association or their appointees acting as an Architectural Review Board, sometimes

herein referred to as the "ARB". The provisions of this paragraph shall not apply to the Developer.

a) Duties and Powers of ARB. The ARB shall have the following duties and powers:

1) The promulgate from time to time residential planning criteria for the Existing Property at the discretion of the ARB. However, any said planning criteria shall be set forth in writing and made known to all Members and to all prospective Members of the Association. Any planning criteria promulgated by the ARB shall be subject to final approval by the Board. Said planning criteria may include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration; and

2) To approve all buildings, fences, walls, pools, or other structures which shall be commenced, erected or maintained upon the Existing Property and to approve any exterior additions to, or changes or alterations therein, as herein provided, and to approve building plans and the specifications and Lot grading and landscaping plans. The conclusion and opinion of the ARB shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc. is not consistent with the development plan formulated by the Developer or the planning criteria for CHAPIN STATION Subdivision, such alteration improvement shall not be made; and

b) Approval or Disapproval. Two (2) sets of plans and specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. The ARB approval or disapproval, as required by this Declaration, shall be in writing and set forth on one (1) copy of the plans, etc., to be returned to the Owner. The remaining copy shall become the property of the ARB. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related criteria shall be deemed to have been fully complied with. Developer, the ARB, any agent or architect thereof, shall not be responsible in any way for any defects in any plan or specifications submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans and specifications.

The work approved must be performed substantially in accordance with the plans, specifications and plot plans, as submitted and approved.

SECTION 2. Enforcement of Planning Criteria. The Developer and the Association shall have the right to enforce the provisions hereof and the planning criteria. Should any Owner fail to comply with the requirements hereof or of the planning criteria after thirty (30) days written notice, the Developer and the Association shall have the right to enter upon the Lot, make such correction or modifications as are necessary, or remove anything in violation of the provisions hereof or the planning criteria, and charge the cost thereof to the Owner. Should the Developer or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the Owner. The Developer and the Association or their agents or employees, shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner arising out of activities permitted by this section unless caused by negligence.

SECTION 3. Exemption for Developer. Any provisions of this Declaration to the contrary notwithstanding, for so long as Developer, its successors or assigns, shall hold for sale in the ordinary course of business a Lot or residence in the Existing Property, Developer shall be exempt from the requirements of this Article V with respect to approval by the ARB of plans and specifications for construction or alteration of any structure or improvements.

ARTICLE VI:

EXTERIOR MAINTENANCE

SECTION 1. Exterior Maintenance. In addition to maintenance of Easements and Buffers, the Association shall have the right to provide exterior maintenance upon any Lot or upon the exterior of any residence situated thereon; subject, however to the following provisions. Prior to performing any maintenance on a Lot or exterior of a residence located thereon, the Board of Directors of the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of the development. Prior to commencement of any maintenance work on a Lot or residence, the Association must furnish twenty (20) days prior written notice to the Owner at the last address listed in the Association's record of said Owner notifying the Owner that, unless certain specified repairs or maintenance are made within the said thirty (30) day period, the Association shall procure said repairs and charge same to Owner. Upon the failure of the Owner to pursue repairs or maintenance, the Association shall have the right to enter in or upon any such Lot, or to hire personnel to do so, to make such necessary repairs or maintenance as is specified in the written notice. In this connection, the Association shall have the right to paint, clean, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, as well as general Lot cleanup and removal of debris which, in the opinion of the Association, detracts from the overall beauty and setting of the Existing Property.

Section 2. Assessment of Cost. The cost of exterior maintenance shall be assessed against the Lot upon completion, and shall be secured by a lien upon the Lot as well as being a personal obligation of the Owner. The said assessment shall be collectible, along with costs of collection and attorneys' fees, in the same manner as delinquent assessments, as provided in Article IV hereof. The Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year, may add thereto the estimated cost of the exterior maintenance for that year, but the Board shall thereafter make such adjustment with the Owner as is necessary to reflect the actual cost thereof. The costs and fees incurred by the Association pursuant to this and the foregoing section shall accrue interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner.

SECTION 3. Access at Reasonable House. For the purpose solely of performing the maintenance authorized by this Article, the Association, through its duly authorized agents, or employees, shall have the right, after reasonable notice to the Owner, to

enter upon any Lot or exterior of any residence at reasonable house on any day except Sundays and holidays (except that in an emergency situation, as determined by the Association, such notice need not be given and entry may be made on any day and hour).

SECTION 4. Insurance on Easements and Buffers. The Board of Directors shall maintain public liability insurance, to the extent obtainable, covering the Association and each Association Member, lessee and occupant and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on, in or with respect to the Easements and Buffers. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurance: a) fire insurance with extended coverage, water damage, vandalism and malicious mischief and endorsements, insuring the facilities, and b) workmen's compensation insurance. All insurance premiums for such coverage shall be paid for by the Association as a common expense. Insurance limits shall be such amounts as shall be determined by the Board of Directors of the Association.

SECTION 5. Swale Maintenance. The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage swale is located.

ARTICLE VII:

RESTRICTIVE COVENANTS

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

SECTION 1. Land Use. No Lot or residence shall be used except for residential purposes. No business, trade, profession, or commercial activity or enterprise shall be conducted in the Existing Property, except by Developer or approved builders for the purpose of developing and marketing Lots at Chapin Station Subdivision. No building shall be erected upon any Lot, except by Developer, without prior approval thereof by the ARB as hereinabove set forth.

SECTION 2. Landscaping. Every Lot upon which a residence shall have been constructed shall be fully sodded and landscaped upon completion of the residence. All lawns must be edged at the pavement's edge and at the sidewalk and driveway edges. All lawns and landscape areas shall be installed with underground water irrigation and sprinkler systems. The ARB shall adopt landscaping guidelines to aid Owners and builders in the landscaping of Lots, which guidelines must be approved by a majority of the Board to be valid and effective. Amendments to the guidelines may be adopted by the ARB from time to time, subject to Board approval.

SECTION 3. Nuisances. No nuisances shall be allowed upon the property, not shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents, nor shall any improper, offensive or unlawful use be made by any Lot or of the Easements and Buffers. All laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction, shall be observed.

SECTION 4. Rules and Regulations. Regulations promulgated by the Board of Directors of the Association as to the use and enjoyment of the Common Property shall be observed by the Members; provided however, that copies of such rules and regulations shall be made available to each Member prior to the time same becomes effective.

SECTION 5. Animals. Dogs and cats may be kept as pets only, and shall not be held or offered for sale or any commercial use. Dogs and cats, which are kept, as pets shall be sheltered inside residential or garage structures; no animal shelter may be permitted outside unless approved in advance by the ARB. No other animals, poultry or livestock shall be kept or maintained on any Lot.

SECTION 6. Clotheslines. No garments, laundry, rugs or other articles may be aired or dried on any Lot unless such items are hung on a removable, folding umbrella type clothesline unit which unit must be removed before nightfall. This folding umbrella unit shall be placed at the rear of the residence and within the area encompassed by a rearward extension of the sidelines of the

residence. No other type of clothesline shall be permitted on any Lot.

SECTION 7. Garbage and Trash. No trash, garbage, or other waste material or refuse shall be placed or stored on any Lot except in covered sanitary containers. All such sanitary containers must be stored in each home or garage, or within any enclosure designed therefore, which must be at least five (5) feet from any Lot line, and may be put outside the night before collections only.

SECTION 8. Parking. All trucks in excess of one and one-half ton, commercial vehicles, machines, boats, house trailers, mobile homes, campers, recreational vehicles, or trailers of any description must be stored or parked in a fully enclosed garage. Trucks and commercial vehicles may only park on the streets temporarily for pick-up, delivery and other services. Boats, boat trailers, campers, mobile homes, recreational vehicles and trailers may only park in the rear set-back and be screened from view from the street. However, guests of Lot Owners may park recreational vehicles on the premises for up to one (1) week with a maximum of three (3) weeks guest parking allowed per year.

SECTION 9. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same shall be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

SECTION 10. Vehicles and Repair. No inoperative cars, motorcycles, trucks, or other type of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle in the Subdivision. All automobiles, trucks, boats, trailers and other vehicles shall be stored and kept in the garage. On-street parking is prohibited except in emergencies. All vehicles shall have current license plates.

SECTION 11. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevation between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in case of a rounded property corner, from the intersection of the property line extended. The same sight-line limitations shall apply on each Lot within ten (10) feet from the intersection of the street property lines with the edges of the driveway pavement. No trees shall be permitted to remain within

such distances of such intersections unless the foliage line is maintained at six (6)feet above grade so as to prevent obstruction of such sight lines.

SECTION 12. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

SECTION 13. Play Structures and Yard Accessories. All yard accessories and play structures, including basketball backboards, and any other fixed games, shall be located at the side or rear of the residential structure, or to the rear of residences on corner Lots, and always within the set-back lines. All such accessories should be of natural materials and of natural earth tone colors. No skateboard ramps shall be allowed.

SECTION 14. Signs. No signs, advertisements, billboards, solicitations or advertising structures of any kind shall be erected or maintained on any Lot, unless prior written approval of the ARB is obtained; provided however, one (1) sign containing not in excess of eight (8) square feet or surface area on one side (two sides maximum) used solely in connection with the marketing for sale of a Lot and/or residence thereon shall be permitted without prior approval. This section shall not apply to the Developer.

SECTION 15. Window Air-Conditioning Units. No window air-conditioning units shall be permitted on the front of a residence or on any portion of a residence visible from the street.

SECTION 16. Garages. No carports shall be permitted. Each residence shall include an enclosed two (2)-car garage with an automatic garage door opener. All driveways must be paved with concrete, paving stones or brick.

Section 17. Dwelling Size and Occupancy. Each residence shall have a minimum living area of 1,700 square feet, exclusive of basements, garages, breezeways, terraces and similar appurtenances. No residence shall be occupied until the construction thereof has been completed in accordance with the plans, specification and plot plan approval by the ARB; provided however, this sentence shall not apply to Developer.

SECTION 18. Maintenance of Protective Screening. Any protective screening constructed by Developer along the exterior Lot lines as a buffer against the encroachment of noise, dust and/or visual pollution, or other adverse influences, shall be maintained by the Homeowners' Association, including the repair and replacement thereof from time to time, for so long as such buffer

shall continue necessary by virtue of the continued adverse influence on the adjacent properties.

SECTION 19. Drainage Structures. No person, without the prior written approval of the Association, shall obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by the Developer from, on and over any Lot, nor shall any structure be erected, placed or maintained which shall in any way obstruct or alter such drainage devices or facilities or impede their efficient operation.

SECTION 20. Exterior Window Treatments. Window treatments in all residences, which are visible to the exterior, shall be of uniform exterior appearance throughout.

SECTION 21. Antennas. No antenna, or satellite dish exceeding 18" diameter or similar appliance shall be erected on or about any residence or any Lot without the prior written approval of the ARB in accordance with the provision of Article VI hereof.

SECTION 22. Outdoor Lighting. All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.

SECTION 23. Fences. Fences shall be subject to prior written approval of the ARB. In no event shall such fence exceed six (6) feet in height above existing finished grade, nor shall any such fence be constructed between the street and the rear line of the house. Fences are prohibited along the street sides of the Lots. No chain link fences shall be allowed. Exhibit "D"

SECTION 24. Mailboxes. The ARB shall adopt a mailbox to aid Owners and builders, which guidelines must be approved by a majority of the Board to be valid and effective. Amendments to the guidelines may be adopted by the ARB from time to time, subject to Board approval

SECTION 25. Sidewalks. Owners of Lots must construct a four (4) foot sidewalk along their Lot frontage at the time of home construction.

SECTION 26. Material. No residence shall have exposed concrete block. All residences shall have exterior finishes of masonite, wood, stucco, stone or brick, or a combination thereof.

SECTION 27. Roofs. All residences shall have roofs of asphalt shingle, metal or tile only. Main roofs shall have no less than a 5/12 pitch.

SECTION 28. Conservation Areas. Conservation areas and drainage easements are dedicated to the CHAPIN STATION Homeowners Association, Inc., and are declared to be limited common areas. Each owner of lots containing conservation flowage areas shall retain exclusive use of the conservation area located within the lot. Conservation areas and drainage easements are maintained by the individual lot owners with development rights dedicated to the City Winter Garden. No alteration or modification other than normal lawn maintenance within these areas may be undertaken without the prior approval of City Winter Garden and the St John's Water Management District. Prohibited activities include but are not limited to: Construction or Placement of Buildings on or above the ground; dumping or placement of soil, trash or other substances; removal or destruction of non-exotic trees, shrubs or other vegetation; excavation, dredging or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation or preservation.

SECTION 29. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

ARTICLE VIII:

AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole right a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistence between the provisions contained herein or therein, or between the two, b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions contained herein or in any Declaration supplemental hereto which have been violated if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE IX:

ADDITIONAL COVENANTS AND RESTRICTIONS

(1) No Owner, without the prior written approval of the Developer for so long as the Developer owns any Lot in the Existing Property without the prior written approval of the Board of Directors of the Association, may impose any additional covenants or restrictions on the Existing Property.

(2) No portion of this Declaration shall endorse, allow, or sanction the violation of any code or ordinance of the City of Winter Garden or any statute or law.

(3) The City of Winter Garden has the right, but not the obligation, to access, maintain, repair, replace and otherwise care for or cause to be cared for any and all private easements, common property and rights of way, and improvements therein, depicted on the plat as recorded in the Public Records of Orange County, Florida, whose primary name is Chapin Station. In the event said private easements, common areas, improvement and rights of way are not maintained or such become a nuisance or in the event the City of Winter Garden exercises the aforementioned right, each of the lot owners in the Chapin Station subdivision are hereby ultimately responsible for payment of the cost of maintenance, repair, replacement and care provided by the City of Winter Garden or its agents, plus administrative costs and attorneys fees incurred by or for the City of Winter Garden. Said costs shall be a lien or assessment on all lots in the subdivision and on all common property and may be enforced by foreclosure proceedings or other remedies. This right and the City's exercise of said right shall not impose any obligation on the City to maintain, repair, replace or otherwise care for said private easements, common areas, improvements or rights of way, and improvements contained therein.

(4) In the event that Chapin Station Homeowners Association, Inc. is dissolved, in bankruptcy, or otherwise unable to fulfill its obligations as provided in the Declaration, the individual homeowners shall be liable for the costs, on a pro-rata (per lot) basis, for the maintenance, upkeep, repair and/or replacement of any and all private easements, common property, rights of way and/or improvements in the event the City of Winter Garden provides such services.

ARTICLE X:

AMENDMENT

Except as to provisions relating to amendments as set forth herein, any provisions, covenants, restrictions set forth herein may be amended in accordance with this provision. The Owners of at least two-thirds (2/3) of the Lots affected by this Declaration may change or amend any provision hereof, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such amendment, or by causing a certified copy of a duly adopted resolution of the Owners to be prepared and having the same duly recorded in the Public Records of ORANGE County, Florida. A proposed amendment may be initiated by the Developer, the Association, or by petition signed by fifteen (15) percent of the then Owners of the Lots affected by the Declaration to be amended. A written copy of the proposed amendment shall be furnished to each Owner of a Lot affected by the Declaration to be amended at least sixty (60) days but nor more than one hundred twenty (120) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation shall be conclusive as to all parties. All parties shall have full right to rely upon said recitation in such recorded amendment. The Amendment shall be effective upon recordation among of the Public Records of ORANGE County, Florida.

Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

ARTICLE XI:

DURATION AND TERMINATION

SECTION 1. Duration. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Developer, the Association and the Owner of any land subject to this or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument signed by for which the relevant Declaration to be terminated has been recorded, agreeing to terminate said covenants and restrictions in whole or in part; provided however, that no such agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of such termination, and unless written notice of the proposed agreement is sent to every Owner in the affected phase at least ninety (90) days in advance of any action taken.

SECTION 2. Disposition of Assets upon Dissolution of Association. Upon dissolution of the Association, the real and personal assets, including the Easements and Buffers, shall be dedicated to any appropriate public agency and/or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted to the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to the purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the said rights or properties shall be effective to divest or diminish any right or title to any Member vested in him under the licenses, covenants and easements of this Declaration, or under subsequently recorded covenants, deeds or other documents applicable to the development, except as may be otherwise provided in this Declaration or said covenants, deeds, or other documents, as the case may be, nor shall any other party under any such deeds, covenants, or other documents be deprived of any rights thereunder on account of such disposition.

SECTION 3. Dissolution. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027,

F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XII:

ENFORCEABILITY

SECTION 1. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or the Association or Lot Owner(s) a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, including a reasonable attorney's fee both at the trial and appellate levels, or b) to maintain a proceeding in any court or competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, or the Association or Lot Owner(2), to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to and subsequent thereto.

SECTION 2. The invalidation of any provision or provisions of the covenants and restrictions set forth herein or in any Supplemental Declaration by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

SECTION 3. Any notice required to be sent to any Member or Owner under the provisions of this or any supplemental Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of Block 7, Subdivision of Overstreet Crate Company's Land, Plat Book 'F', Page 9, Orange County, Florida and a portion of Section 12, Township 22 South, Range 27 East, City of Winter Garden, Orange County, Florida.

Being more particularly described as follows:

Commence at the Southwest corner of aforesaid Block 7 also being the Southwest corner of the Southeast 1/4 of aforesaid Section 12 thence run North 00°19'11" East along the West line of said Block 7 also being the West line of said Southeast 1/4 for a distance of 659.05 feet; thence departing said West lines run North 89°56'04" East for a distance of 30.00 feet to a point on the Easterly right-of-way line of West Crown Point Road according to Official Records Book 2003, Pages 8 and 9 and Official Records Book 2005, Page 255 all of aforesaid Public Records of Orange County, Florida also being the POINT OF BEGINNING; thence run North 00°19'11" East along said Easterly right-of-way line for a distance of 1318.15 feet to the intersection of said Easterly right-of-way line with the Southerly right-of-way line of First Avenue according to the Plat of The Town of Crown Point as recorded in Plat Book 'C', Page 33 of aforesaid Public Records of Orange County, Florida, also being a point on the North line of the South ½ of the Northwest 1/4 of aforesaid Southeast 1/4 of Section 12; thence departing said Easterly right-of-way line run North 89°50'52" East along said Southerly right-of-way line and said North line, also being the Southerly line of Tuscany according to the Plat thereof as recorded in Plat Book 26, Page 107 of said Public Records of Orange County, Florida, for a distance of 1289.21 feet to the Southeast corner of the Northeast 1/4 of said Northwest 1/4 of aforesaid Southeast 1/4 of Section 12, also being a point on the Northerly extension of the East line of aforesaid Block 7; thence departing said Southerly lines and said North line run South 00°00'01" East along the East line of the West ½ of said Southeast 1/4 of Section 12, also being said Northerly extension, also being the East line of said Block 7 for a distance of 1950.06 feet to a point on the Northerly right-of-way line of Crown Point Cross Road according to Official Records Book 1961, Page 547 of aforesaid Public Records of Orange County, Florida; thence departing said East line, said Northerly extension and said East line, run South 89°58'32" West along said Northerly right-of-way line for a distance of 665.04 feet; thence departing said Northerly right-of-way line run North 00°09'35" East for a distance of 629.52 feet; thence run South 89°56'04" West for a distance of 633.29 feet to aforesaid POINT OF BEGINNING.

Contains 48.753 acres more or less.

IN WITNESS WHEREOF, the Developer, Winter Garden Development, LLC., a Florida Limited Liability Company, has caused these presents to be executed in its name and its seal to be affixed hereto the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Winter Garden Development, LLC,
a Florida Limited Liability Company

By: Dye Construction and Development, Inc.,
Managing Member

Print Name: MARSHA MUSSORI

By: _____
B. Michael Kalin, VP/CFO

Print Name: JAY ALPERT

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in and for the state and county aforesaid to take acknowledgments, personally appeared B. Michael Kalin, as Managing Member of Winter Garden Development, LLC., a Florida limited liability company, well known to me and who acknowledged executing the foregoing instrument on behalf of the limited liability company in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in him by said limited liability company and is personally known to me.

WITNESS my hand and official seal in the county and state aforesaid this 17th day of March 2004.

Melinda K. Collins
Notary Public

My Commission Expires: _____

Melinda K Collins
My Commission DD165802
Expires November 17 2006