

development for the entire area owned by Developer, said general plan of development being more specifically described herein.

SECTION 2. Duties. The ARB shall have the following duties and powers:

a. To approve all buildings, fences, walls, pools, or other structures which shall be commenced, erected, or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, kind, shape, height, materials, and location in relation to surrounding structures and topography;

b. To approve any such building plans and specifications and lot grading and landscaping plans, and 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 for the Property;

c. To require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision;

d. In the event an Owner of any Lot at the Property shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors of the Association and after a thirty (30) day notice by the Board of Directors to the Lot Owner of the maintenance deficiencies and upon the approval of two-thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot to repair, maintain, and restore the Lot and the exterior buildings and any other improvements located thereon. The entry upon such Lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

RESTRICTIVE COVENANTS

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

SECTION 1. Land Use. No Lot shall be used except for residential purposes, and except that real estate brokers, Owners, and their agents may show dwellings for sale or lease; but nothing shall be done on any Lot which may become a nuisance or unreasonable annoyance to the neighborhood. Every person, firm, or corporation purchasing a Lot recognizes that the Developer, its agents or designated assigns, has the right to: (i) use the Lots and houses erected thereon for sales offices; (ii) use the Common Areas in conjunction with all other Homeowners; (iii) maintain furnished model homes on the Lots which are open for public inspection, seven (7) days per week for such hours as are deemed necessary. It is the express intention of this paragraph that the rights granted to the Developer or its designated assigns, to maintain sales offices and furnished model homes shall be restricted or limited to sale activities relating to the sale of dwellings and Lots in DEER POINTE and subsequent Units or Phases, if any, subject to Seminole County approval.

SECTION 2. Dwelling Size. All Living Units shall have a minimum of sixteen hundred (1,600) square feet of living area. The floor space within the garage, a breezeway, a porch, or an unfinished storage utility room shall not be included within the living area for the purpose of determining the minimum allowable living area.

SECTION 3. Building Location.

a. Front yards shall not be less than Twenty Five (25) feet in depth measured from the front lot line to the front of any Living Unit.

b. Rear yards shall not be less than Fifteen (15) feet in depth measured from the rear lot line to the rear of any Living Unit, exclusive of patio.

c. Side yards shall be not be less than Five (5) feet in depth, except on corner lots (Lots 1 and 25) the side yards shall be not less than twenty (20) feet in depth.

d. All front, side and rear yard setbacks shall be subject to Seminole County Zoning Regulations.

SECTION 4. Living Unit Characteristics. No Living Unit shall exceed Thirty-Five (35) feet in height, nor exceed two (2) stories above street level. Each Living Unit shall have at least an enclosed single car garage. No detached garage structure will be permitted. No garage, nor any portion thereof shall be converted into a living area.

SECTION 5. Exterior Materials. Only finished materials such as brick, stucco, painted siding, and wood shall be used for the exterior surfaces of buildings.

SECTION 6. Signs. No sign shall be displayed with the exception of a maximum of one (1) "For Sale" sign upon each lot not exceeding 36" x 24", and shall otherwise comply with the Seminole County sign ordinances and regulations.

SECTION 7. Game and Play Structures. Treehouses or platforms of a like kind and nature and all basketball backboards and any other fixed game and play structure shall be located at the rear of the Living Unit, or on the side portion of corner lots within the setback lines only after approval of the ARB.

SECTION 8. Fences. After appropriate written approvals have been received from the ARB of the Homeowners Association, fences will be permitted, subject to the following restrictions:

a. Fences shall not exceed six (6) feet in height and shall be made of a wood material of a style and type approved by the ARB. Posts on stockade type fences must be installed to the inside of the Lot and hidden from public view. No chain link fence will be permitted.

b. Fences shall not be permitted beyond the front building line.

SECTION 9. Swimming Pools, Spas, or Hot Tubs. After appropriate written approvals have been received from the ARB and appropriate Seminole County permits have been obtained, a swimming pool, spa, or hot tub may be permitted on a Lot subject to the following restrictions:

a. All swimming pools and spas shall be enclosed by a fence or pool enclosure; however, any fence must be in conformity with the requirements outlined in Section 8 hereof.

b. Pool screen enclosures must be anodized aluminum.

SECTION 10. Conditions of Building and Grounds. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the Property as a whole or the specific area. This restriction shall apply before, during, and after construction.

SECTION 11. Subordination of Lot Liens to Mortgages. The lien of any assessment against a Lot described in this Declaration shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Lots. This subordination shall not release such Lot from liability for any assessment now or hereafter due and payable.

SECTION 12. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept at the rear of all Living Units or out of sight from the street. No burning of trash or other waste materials shall be permitted.

SECTION 13. Offensive Activity. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood; and, further no cows, cattle, goats, hogs, poultry or other like animals or fowl, shall be kept or raised on any Lot or any Living Unit; provided, however, that nothing herein shall prevent the keeping or raising of a domestic pet; provided, however, all domestic pets shall either be kept on a leash or kept within an enclosed area. In no event shall such pets be kept, bred, or maintained for any commercial purposes. There shall be no exterior clothes lines or exterior TV antennas.

SECTION 14. Trailers. No house or travel trailer, camper, boat trailer, boat, tent, barn, or similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently. This provision shall not apply to any temporary construction trailer owned by Developer placed upon the property for the purpose of a temporary facility during the course of construction.

SECTION 15. Vehicles and Repair. No inoperative cars, trucks, campers, recreational vehicles, mobile homes, or any other type of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of 48 hours; provided, 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, on or adjacent to any Lot. No boats, campers, or recreational vehicles shall be allowed to be parked for over 24 hours in front of a Living Unit including the non-front street side of a corner Lot, without the prior approval of the ARB.

SECTION 16. Satellite Dishes. No Satellite Dishes shall be permitted on any Lot or Living Unit at the Property, without the prior approval of the ARB.

SECTION 17. Solar Panels. After appropriate written approvals have been received from the ARB and appropriate Seminole County permits have been obtained, Solar Panels may be constructed on a Lot. Solar Panels shall not be elevated on the roof of a Living Unit and shall only be located on the non-front street side of a Living Unit.

SECTION 18. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Said easements are reserved for the purpose described in and shown on the plat of DEER POINTE, according to the plat thereof as recorded in Plat Book _____, Page(s) _____, Public Records of Seminole County, Florida, and (i) the right to use the easement area to erect, install, maintain and use electric, telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, television, and/or other public conveniences or utilities; (ii) the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar acts reasonably necessary to provide economical and safe utility installation; (iii) the right to maintain reasonable standards of health, safety and appearance, including landscaping; provided, however, that said easement, reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility or service. The easement area of each Lot and all improvements in it, shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Homeowners Association, a public authority or utility company is responsible.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their 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 an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded six (6) months in advance of the effective date of such change, unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action.

SECTION 2. Notices. Any notices required to be sent to any member or Owner under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, postage paid, 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 meeting.

SECTION 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, or both, and against the land to enforce any lien created by these covenants; failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

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

SECTION 6. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order, shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 7. FNMA/FHA/VA Approval. As long as there is a Class B membership, the following actions will require, if applicable, the prior approval of the Federal National Mortgage Association, the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner or the Veterans Administration; annexation of additional property, dedication of common area, and amendment of this Declaration of Covenants and Restrictions.

SECTION 8. Amendments. This Declaration of Covenants and Restrictions may be amended by two-thirds (2/3) vote of the Board of Directors of the Association or at any time by the then Owners of at least seventy five percent (75%) of the Lots by executing a written instrument affecting said changes and recording said instrument upon the Public Records of Seminole County, Florida; provided, however, in no event shall any amendment be made to this Declaration without the prior written consent of Developer during such time as Developer shall continue to own any Lot at the Property.

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

Signed, sealed and delivered
in the presence of:

WE, LTD., Florida Limited
Partnership

Penny Stoner
Penny STONER
Printed Name

By: C. Philip Wallis
C. PHILIP WALLIS
General Partner

Kenneth F. Oswald
Kenneth F. Oswald
Printed Name

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STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Declaration of Restrictions was acknowledged before me this 9th day of April, 1993, by C. PHILIP WALLIS, as General Partner of WE, LTD., who is personally known to me or who has produced _____ as identification, and who () did () did not take an oath.

Penny Stoner
Notary Public

Penny Stoner
Printed Name

My Commission Expires:

PENNY STONER
Notary Public, State of Florida
My Comm. expires Jan. 5, 1997
Comm. No. CC250212

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ARTICLES OF INCORPORATION
OF
DEER POINTE COMMUNITY ASSOCIATION, INC.

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

ARTICLE I

NAME

The name of this corporation shall be DEER POINTE COMMUNITY ASSOCIATION, INC., hereinafter called the "Association". The principal office of the Association shall be located at 274 Wilshire Boulevard, Suite 282, Casselberry, Florida 32707.

ARTICLE II

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members hereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and control of all walls, security gates and appurtenant equipment, streets, signs, asphalt pavement, sidewalks, drainage facilities and all lands lying within the road rights of way of the streets lying within the hereinafter described property, all of which are collectively sometimes referred to as the "Common Areas", and to provide for architectural control of the residential lots within that certain tract of property described as:

Lots 1 through 33, DEER POINTE, according to the plat thereof as recorded in Plat Book 46, Pages 2, 3 Public Records of Seminole County, Florida.

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

Section 1. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions

and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Clerk of the Circuit Court, Seminole County, Florida, and as the same may be amended from time to time as therein provided, said Declaration and all definitions set forth therein are incorporated herein as if set forth at length;

Section 2. Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the term of the Declaration; to pay all expenses incident to the conduct of the business of the Association, including all license, taxes, or governmental charges levied or imposed against the property of the Association;

Section 3. Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real and personal property in connection with the affairs of the Association;

Section 4. Participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Areas;

Section 5. Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

Section 6. The Association shall operate, maintain and manage the surface water or stormwater managements system(s) in a manner consistent with the St. Johns River Water Management District Permit requirements and applicable district rules, and shall assist in the enforcement of the Restrictions and Covenants contained herein. In addition to the other provisions of the Covenants, the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system. The assessments, in addition to the other matters as provided in the Covenants shall 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.

ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot 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 two (2) classes of voting membership.

Class A: Class A Members shall be every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in any Lot with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot.

Class B: Class B Members shall be the Developer and the Class B Member shall have three (3) votes for each Lot owned by said Member.

The Class B Membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

a. When the total votes outstanding in Class A Membership equal the total votes outstanding in the Class B Membership, or,

b. On June 30, 1995

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 of the transaction of business at any meeting of the Membership shall exist if fifty (50%) percent the total number of Members in good standing shall be present or represented at the meeting.

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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 the Members themselves.

ARTICLE IV

MANAGEMENT AND TIME OF ELECTION

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than Three (3) nor more than Seven (7) Directors.

Section 2. Directors shall be elected by the voting members in accordance with the Bylaws at the regular Annual Meeting of the membership of the corporation. Directors shall be elected to serve for a term of One (1) year or until their successors have been duly elected in accordance with the Bylaws of the Corporation. In the event of a vacancy, the elected Directors may appoint an additional Director to serve the balance of said year.

Section 3. All officers shall be appointed by the Board of Directors in accordance with the Bylaws at the regular Annual Meeting of the Board of Directors to be held immediately following the Annual Meeting of the membership. The Board of Directors shall elect from among the members, a President, Vice President, Secretary, Treasurer, and such other officers as it shall deem desirable.

ARTICLE V

NAMES OF OFFICERS

The names of the Officers who shall serve until the first election are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Thorpe J. Earley	274 Wilshire Blvd. Suite 282 Casselberry, FL 32707
Secretary/ Treasurer	C. Philip Wallis	274 Wilshire Blvd. Suite 282 Casselberry, FL 32707