

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

TURTLE CREEK

THIS DECLARATION is made this 25th day of April, 1996 by Gallimore Southwest Fil Estate, Ltd., a Florida Limited Partnership and T.C.A. Development Company, a Florida corporation ("T.C.A."), which declare hereby that "The Properties" described in Article II of this Declaration are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

WITNESSETH

WHEREAS, the Developer (as hereinafter defined), together with T.C.A. owns all of that certain real property located in Orange County, Florida, more particularly described on Exhibit "A" attached hereto; and

WHEREAS, the Developer intends to develop said real property as a residential community on behalf of Developer and T.C.A.; and

WHEREAS, the Developer intends that certain common areas, including recreational facilities, entranceways, open space, parks, walkways, drainage systems, sprinkler systems, streets and street lights serve all of said residential community; and

WHEREAS, in order to preserve and enhance the value of said real property and to provide for maintenance of said common areas, the Developer and T.C.A. desire to submit said real property to various covenants, restrictions, easements, charges and liens, all as provided herein; and

WHEREAS, to facilitate the objectives contained in this Declaration, the developer has formed a Florida not-for-profit corporation, the name of which is Turtle Creek Homeowner's Association, Inc., to maintain and administer the Common Areas (as that term is defined herein) and to enforce the covenants, restrictions, easements, charges and liens created by this Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer and T.C.A. hereby submit and declare The Properties described in Article II of this Declaration to be subject to the following covenants, restrictions, easements, charges and liens.

ARTICLE I

DEFINITIONS

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

- (a) "Association" shall mean and refer to Turtle Creek Homeowners' Association, Inc., a Florida corporation not for profit. Attached hereto and made a part hereof by this reference as Exhibits "B" and "C" is a copy of the Articles of Incorporation and By-Laws, respectively, for the Association.

**RETURN TO:
GARY SHOWE
DEVELOPMENT ENGINEERING**

(b) "Avalon Lots" shall mean those Lots shown on plat or plats of The Properties other than Boca Pointe Lots or Water's Edge Lots, including specifically Lots designated on the plat(s) of Avalon at Turtle Creek in any phase, whether now or hereafter filed and recorded.

(c) "Boca Pointe Lots" shall mean those lots designated as Lots 67 through 132, inclusive as shown on the plat of Water's Edge and Boca Pointe at Turtle Creek, whether now or hereafter filed and recorded.

(d) "Common Areas" shall mean and refer to that portion of The Properties now or hereafter owned by or dedicated to the Association or dedicated to the public and now or hereafter used and designated for the use and benefit of the Owners of property within the Development or shown on any plat as to be maintained by the Homeowners' Association, together with the landscaping and any improvements thereon, including, without limitation, all recreational facilities, entranceways, open space, parks, walkways, drainage system (including the waters of all lakes, ponds and streams, drainage structures, pipes and equipment), sprinkler systems, streets, and street lights, if any, but excluding any public utility installations thereon. The Neighborhood Common Areas shall not be deemed to be a part of the Common Areas except as provided by this Declaration. Tracts F and M as shown on the plat of Water's Edge and Boca Pointe at Turtle Creek, whether now or hereafter filed and recorded, are retained by the Developer and are not a part of the Common Areas to be owned by or dedicated to the Association and are not subject to this Declaration.

(e) "Developer" shall mean and refer to Gallimore Southwest Fil Estate, Ltd., a Florida Limited Partnership, 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 Properties. 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.

(f) "Development" shall mean and refer to all that real property more particularly described on Exhibit "A" attached hereto, together with any additional property designated by the Developer as being a part of the Turtle Creek Development.

(g) "Lot" shall mean and refer to any Lot on the various plats of portions of The Properties, 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 the Developer is not the Owner thereof, then designated by the Developer joined by the Owner thereof), and Lot shown upon any re-subdivision of any such plat, and any other property hereafter declared as a Lot by the Developer and thereby made subject to this Declaration.

(h) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

(i) "Neighborhood Association" shall mean and refer to the association created in accordance with Article IV of this Declaration. A Neighborhood Association may be a Florida corporation not-for-profit, or other entity formed by the Developer and/or T.C.A. to govern a limited area of The Properties. Neighborhood Association shall include and refer to the Avalon Homeowners Association, Inc.

(j) "Neighborhood Common Areas" shall mean and refer to any and all real and personal property (or interest therein) within The Properties which may be specifically designated as such by the Developer for the common use and enjoyment of the members of the Neighborhood Association. Neighborhood Common Areas shall include any and all real and personal property designated as such in the Declaration of Covenants and Restrictions for Avalon at Turtle Creek.

(k) "Neighborhood Declaration" shall mean and refer to those instruments which hereafter may be created by the Developer to impose additional covenants, conditions, liens and

restrictions applicable to the portion of The Properties governed by the Neighborhood Association. Neighborhood Declaration shall include and refer to the Declaration of Covenants and Restrictions for Avalon at Turtle Creek.

(l) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(m) "T.C.A." shall mean and refer to T.C.A. Development Company, a Florida corporation.

(n) "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 hereinafter set forth.

(o) "Unit" shall mean and refer to the individual home residence constructed on a Lot.

(p) "Water's Edge Lots" shall mean and refer to Lots 1 through 66, inclusive and Lots 133 through 161, inclusive as shown on the plat of Water's Edge and Boca Pointe at Turtle Creek, whether now or hereafter filed and recorded.

OR Bk 5058 Pg 2265
Orange Co FL 5617709

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Description of Property. The real property which, initially, 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 "A".

Section 2. Additional Restrictions. The Developer, its successors and assigns, shall be entitled, at any time and from time to time, to plat and/or replat and/or to file a declaration of restrictive covenants and/or form a homeowner's or property association with respect to all or any part of The Properties so long as such restrictions or other matters do not conflict with the terms, covenants or conditions contained in this Declaration.

Section 3. Annexation of Additional Property. The Developer, its successors or assigns, shall have the right to bring additional property within the scope of this Declaration at any time within twenty (20) years of the recording of this Declaration, without the consent of the Association, the Owners, or any mortgagee or other lienholder with respect to any portion of the Property. The additional property may be annexed into the Development by recordation of a Supplemental Declaration. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing such property to this Declaration and extending the jurisdiction of the Association to the additional property. The Supplemental Declaration may contain such terms and provisions as are not inconsistent with this Declaration. Upon the recordation of any Supplemental Declaration, the Owners shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Areas, if any, within the additional property and an obligation to contribute to the cost of operating, maintaining and insuring the additional Common Areas. Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the additional property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds

such interest merely as security for the performance of an obligation shall not be a Member of the Association.

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

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (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). Except as provided below, Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, 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, except as to Class B.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus four (4) votes for each Lot owned by the Developer. Developer shall be entitled to cast such votes any time Class A Members shall be entitled to vote. The Class B membership shall cease and terminate three (3) months after ninety percent (90%) of the Lots in all phases within The Properties have been sold and conveyed by the Developer (or its affiliates), to Members (but not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale), or sooner at the election of the Developer (whereupon the Class A members shall be obligated to elect the Board and assume control of the Association).

Section 3. General Matters. When reference is made herein, 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 IV

STRUCTURE OF ASSOCIATION AND NEIGHBORHOOD ASSOCIATIONS

Section 1. Creation of Association. The Developer has formed the Association for the purpose of holding title to the Common Areas (excluding the Neighborhood Common Areas) and enforcing the covenants, restrictions, easements, charges and liens contained in this Declaration as such rights of enforcement are provided herein or which may be assigned to it from time to time by the Developer. The Association also shall have such other powers and duties as are prescribed by its Articles of Incorporation and Bylaws.

Section 2. Creation of Neighborhood Association. All Owners of Avalon Lots within the Development shall become members of the mandatory Neighborhood Association formed with respect to the portion of The Properties within which such Avalon Lots are located. The Neighborhood Association shall: (a) abide by this Declaration; (b) enforce their own respective Declaration or other deed and use restrictions; (c) maintain their respective Neighborhood Common Areas; (d) administer the affairs of that portion of The Properties which is governed by the Neighborhood Association; and (e) perform such other duties as are prescribed by their Articles of Incorporation and Bylaws or which may be assigned to them from time to time by the Developer.

Section 3. Election of Board of Directors. The Association shall be governed by a Board of Directors, members of which shall be elected by Class A and Class B (when applicable) Members of the Association. The Board of Directors shall include at least one director from the Neighborhood Association.

Section 4. Powers of Board of Directors. All of the duties and powers of the Association existing under Chapter 617 of the Florida Statutes, this Declaration, and the Articles of Incorporation and Bylaws of the Association shall be exercised exclusively by the Board of

Directors, its agents, contractors, or employees, subject to approval by the Members only when specifically required.

Section 5. Management Service. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, 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.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Ownership. The Common Areas are hereby dedicated non exclusively to the joint and several use, in common, of the Developer, T.C.A. and the Owners of all Lots that may from time to time constitute part of The Properties and the Developer's, T.C.A.'s and such Owners' tenants, guests and invitees. The Common Areas (or appropriate portions thereof) shall, not later than completion of the improvements thereon or the date when the last Lot within The Properties has been conveyed to a purchaser, be conveyed to the Association, which shall accept such conveyance. Beginning from the date these covenants are recorded, the Association shall be responsible for the maintenance of such Common Areas (whether or not then conveyed or to be conveyed to the Association), such maintenance to be performed 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 Association shall be proportionally assessed against and payable as part of the taxes of the applicable Lots within The Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded.

Section 2. Members' Easements. Each Member, and each tenant, agent and invitee of such Member, shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, their tenants, agents and invitees, in such manner as may be regulated by the Association. The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all permitted user's immediate family who reside with him, and his guests, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot 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.

(b) The right of the Association to suspend the Owner's (and his permittees') right to use the recreational facilities (if any) for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(c) The right of the Association to charge reasonable admission and other fees for the use of the recreational facilities (if any) situated on the Common Areas.

(d) The right of the 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 hereinafter provided. Any rule

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

(e) The right of the Developer to permit such persons as Developer shall designate to use the Common Areas and all recreational facilities located thereon (if any).

(f) The right of the Association, by a two-thirds (2/3) 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, or communications and other similar purposes deemed appropriate by the Association.

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

Section 4. Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and the paving, drainage system, street lighting fixtures and appurtenances, landscaping, perimeter wall, tennis courts, basketball courts, improvements and other structures (except utilities) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. Maintenance of the aforesaid street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of Developer's and its affiliates' responsibility to Orange County of any kind with respect to the Common Areas and shall indemnify and hold the Developer and its affiliates harmless with respect thereto.

All work pursuant to this Section and all expenses incurred hereunder shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Areas or abandonment of the right to use the Common Areas.

Section 5. Utility Easements. Use of the Common Areas for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration. The Developer and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Areas for the installation and maintenance of community and/or cable television and security and other communication lines, equipment and materials and other similar underground television, radio and security cables (and all future technological advances not now known) for service to the Lots and other portions of the Development.

Section 6. Public Easements. Fire, police, health and sanitation, postal, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 7. Developer Easement. Developer hereby reserves to itself, its successors, assigns, and affiliates, a perpetual easement, privilege and right in and to, over, under, on and across the Common Areas the right from time to time to enter upon the Common Areas and the 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 elsewhere on The Properties that Developer and its affiliates elect to effect, and to use the Common Areas and other portions of The Properties for sales, displays and signs or for any other purpose during the period of construction and sale of a portion of the Development. Without limiting the generality of the foregoing, the Developer and its affiliates shall have the specific right to maintain upon any portion of The Properties sales, administrative, construction or other offices without charge, and appropriate easements of access and use are expressly reserved unto the Developer and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-

referenced activities. Accordingly, the Developer shall not be liable for delays in such completion to the extent resulting from the above-referenced activities.

Section 8. Easement to Public Right-of-Way. Notwithstanding anything to the contrary set forth in this Declaration, each Owner shall have an easement for access to and from the Owner's property to a public right-of-way over and across the roadways shown on each of the plats of The Properties.

Section 9. Drainage Easements. Drainage easements as shown on any plat of The Properties are reserved over each Lot and the Common Areas in favor of each other Lot and the Common Areas in order to permit drainage and run-off from one Lot (and its improvements) to another or to the Common Areas or from the Common Areas to any Lot or Lots. No structure, fence or landscaping that interferes with the flow or retention of any surface water shall be permitted and no refuse shall be placed upon or allowed to remain on any part of The Properties within any easement area for surface water drainage or retention areas, and the surface water drainage and retention areas, including drainage swales or retention ponds, shall not be filled or otherwise changed so as to alter or block the flow of water. The Association, subject to Orange County approval, shall have the sole control over elevations and slopes within such drainage easements, and no Owner may alter any such elevation or slopes except upon the written consent of the Association. If any Owner shall fail to comply with any part or all of the restrictions contained in this Section, the Association shall notify the Owner in writing, shall have the right to correct such failure to comply herewith, and to assess and collect the cost thereof and shall have a lien upon the property on which the work was performed.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, the Developer, for all Lots within The Properties, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor shall be deemed to covenant and agree, to pay to the Association annual assessments or charges for the maintenance, management, operation and insurance of the Common Areas as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, capital improvement assessments, as provided elsewhere herein, and all other charges and assessments hereinafter referred to, all such assessments to be fixed, established and collected from time to time as herein 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, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid.

Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Section 2. Purpose of Assessments. The regular assessments levied by the Association shall be used exclusively for the cost of taxes, insurances, labor, equipment, materials, management, improvement, and maintenance of the Common Areas and any easement in favor of the Association, supplemental maintenance of the retention areas regularly maintained by any governmental body, if any, for capital improvements, reserves and to promote the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with them, their guests and tenants, and for any other expense on behalf of the Association, all as provided for herein and in the Articles of Incorporation and By-Laws of the Association including but not limited to the cost of repair and maintenance (including resurfacing) of the streets and repair and maintenance of the drainage system.

Section 3. Special Assessments for Specific Damage. Owners (on their behalf and on behalf of their family, guests, and invitees) 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 Association and a special assessment may be levied therefore 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.

Section 4. Capital Improvements. Funds in excess of \$10,000.00 in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the Association and which have not previously been collected as reserves or are otherwise available to the Association shall be levied by the Association as special assessments only upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Association voting at a meeting or by ballot as may be provided in the By-Laws of the Association.

Section 5. Date of Commencement of Initial and Annual Assessments; Due Dates. The first of the annual assessments provided for in this Article shall commence on the date of recording of this Declaration and shall be applicable through December 31, 1996. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. The initial annual assessment shall be seven hundred twenty dollars (\$720.00) per Lot for Water's Edge Lots and Boca Pointe Lots, and four hundred eighty dollars (\$480.00) per Lot for Avalon Lots, and shall be effective upon transfer of a lot to a Class A owner until changed by the Board; provided, however, that the subsequent annual assessments for such Lots shall remain in the same proportion as the initial annual assessments, that is, the assessment for each Avalon Lot shall at all times be equal to two-thirds (2/3) of the assessment for each Water's Edge Lot and Boca Pointe Lot..

The annual assessments shall be payable in advance in, semi- or annual installments or other as may be determined by the Board of Directors of the Association. An initial assessment or one-time entry fee of three hundred dollars (\$300.00) for Water's Edge Lots and Boca Pointe Lots and two hundred dollars (\$200.00) for Avalon Lots shall be due and payable upon transfer of a Lot to a Class A Owner; except that the fee shall not be due from an approved builder/contractor until sale by the approved builder/contractor, or upon occupancy or rental by the approved builder/contractor.

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 6. Determination of Assessments. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction 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 assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment of the first installment thereof, 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 amount payable shall continue to be the same as the amount payable for the previous period, until changed in the amount payable for the previous period, until changed in the manner provided for herein.

Section 7. Effect of Nonpayment of Assessment: Personal Obligation, Lien, Remedies of the Association. If the assessments or installments are not paid on the date(s) when due (being the date(s) specified herein), then such assessments (or 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 Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within thirty (30) days after the due date, at the option of the Association, a late charge in an amount not less than twenty five dollars (\$25.00) or, ten percent (10%) of the amount of such unpaid installment, whichever is greater 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 twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the rate of eighteen percent (18%) per annum and the 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 herein above provided for) against the Lot on which the assessment and late charges are unpaid or may foreclose the lien against the Lot on which the assessment and late charges are unpaid or may 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, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and reasonable attorneys' fee to be fixed by the court together with the costs of the action, and the 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 twelve (12) month's worth of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then more 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 by reason of such 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 title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the enjoyment of the Common Areas (except for legal access) 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 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 8 of this Article.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners 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 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 Owner.

Section 8. Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to tax liens and to the lien of any mortgage (recorded prior to recordation by the Association of a claim of lien, which mortgage encumbers a Lot) to any institutional lender and which is now or hereafter placed upon any property 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 such purchaser or 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 as assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 9. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer (or any of its affiliates) is entitled to cast votes for a majority of the voting membership of the Association pursuant to Article III hereof, neither the Developer, nor any such affiliates, shall be liable for assessments against any Lot owned by them. For so long as the Developer (or any of its affiliates) is entitled to cast votes for a majority of the voting membership of the Association pursuant to Article III hereof, the Developer shall pay any operating expenses of the Association that exceed the assessments received from other Members and other income of the Association. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or any combination thereof. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Developer (or any of its affiliates) for the payment of some portion of the operating expenses of the Association.

Section 10. Effect on Vacant Avalon Lots. Notwithstanding any provision that may be contained to the contrary in this instrument, at all times prior to the issuance of a Certificate of Occupancy for a completed residence constructed on an Avalon Lot, the Owner of such Avalon Lot shall not be liable for assessments against any such Avalon Lot owned by them.

Section 11. Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association for the Owners of all Lots, as their interests may appear, and may be invested 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 12. Street and Drainage System Funds. The portion of all assessments collected by the Association for the management, improvement, or maintenance of the drainage system, street paving, street lighting fixtures and appurtenances shall be held in accounts separate and apart from all other Association funds. The Association shall prepare and furnish to the Orange County Comptroller an annual financial statement or report (in form and detail acceptable to the Comptroller) confirming the existence of such separate funds.

ARTICLE VII

INSURANCE

Section 1. Casualty Loss or Damage. The Association shall keep all buildings, improvements and fixtures of the Common Areas, if any, insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Areas shall be written in the name of and the proceeds thereof shall be payable to the

Association. Insurance proceeds shall be used by the Association for the repair or replacement of property for which the insurance was carried.

Section 2. Replacement of Repair of Property. In the event of damage or destruction of any part of the Common Areas, the Association shall repair or replace the same from the insurance proceeds available, if any. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds.

Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Association, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Developer and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Liability and Other Insurance. The Association shall obtain and maintain public liability insurance in such limits as the Board of Directors may, from time to time, determine, covering each member of the Board of Directors of the Association, each Owner and the Developer. Such public liability coverage shall also include, if obtainable, cross-liability endorsement insurance for each insured against liability to each other insured. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof.

ARTICLE VIII

ARCHITECTURAL REVIEW BOARD (ARB) PLANNING CRITERIA

Section 1. Architectural Review Board. An Architectural Review Board (ARB) shall be appointed by the Board of Directors as a committee thereof, which Board shall consist of not less than three persons. No building, wall, fence or other structure or improvement of any nature (including, but not limited to, landscaping, exterior paint or finish, hurricane protection, basketball hoops, children's play structures, birdhouses, other pet houses, swales, asphaltting or other improvements or changes of any kind) shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the ARB have been approved in writing by the ARB named below and all necessary governmental permits are obtained. Refusal to approve plans, specifications and plot plans, or any of them, may be based on any ground, including purely on aesthetic grounds, which in the sole and uncontrolled discretion of said ARB deem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any substantial change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The ARB shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph and shall further have the right to waive or modify the provisions of these covenants and restrictions, when the ARB, in its sole discretion, deems such waivers or modifications to be necessary or desirable to carry out the orderly development and maintenance of the subdivision development. The ARB is composed initially of:

Ellsworth Gallimore
Courtney Gallimore
Robert Underwood

If and to the extent required by the laws of the State of Florida, the By-Laws governing meetings of the Board of Directors shall likewise apply to meetings of the ARB. A majority of the ARB may take any action the ARB is empowered to take, may designate a representative to act for the ARB and may employ personnel and consultants to act for it. In the event of death,

disability or resignation of any Member of the ARB, the Board of Directors of the Association shall appoint a successor. The members of the ARB shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Review Board shall act on submissions to it within thirty (30) days after receipt of the same (and all further documentation required) or else the request shall be deemed approved.

Section 2. ARB Planning Criteria. In order to secure approval by the ARB, a planned improvement must comply with all of the covenants and restrictions contained in this Declaration, including the following criteria (however, such compliance does not entitle an applicant to ARB approval of its planned improvement):

(a) **Building Type.** No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence with heatable living area of not less than 2,800 square feet for Water's Edge Lots, 2,400 square feet for Boca Pointe Lots and 1,600 square feet for Avalon Lots, not to exceed thirty-five (35) feet in height, and a private and closed garage for not less than two nor more than four cars. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room or other auxiliary structures may be constructed separate and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence. No guest house is to be constructed on any Lot unless the location, use and architectural design is approved by the ARB.

(b) **Layout.** No foundation for an improvement can be poured until the layout for the improvement is approved by the ARB. It is the purpose of this approval to assure that few trees are disturbed and that the improvement is placed on the Lot in its most advantageous position.

(1) Front yard setbacks shall be approved by the ARB. The minimum setback shall be as required by the appropriate governmental authority.

(2) Rear yard setbacks shall be approved by the ARB. The minimum setback shall be as required by the appropriate governmental authority.

(3) Side yard setbacks shall be approved by the ARB. The minimum setback shall be as required by the appropriate governmental authority.

(c) **Exterior Color Plan.** The ARB shall have final approval of all exterior color plans and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. Failure to submit may result in the builder having to repaint the home. The builder will not use the same paint colors as the home next door or immediately across the road. As to Avalon Lots, exterior color choices shall be limited to those color plans approved by the ARB prior to the construction of the first home on an Avalon Lot or as otherwise approved by the ARB.

(d) **Roofs.** Roofs shall have a pitch of at least 5/12 unless otherwise approved by the ARB. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches, and patios. There shall be no flat roofs on the entire main body of an improvement. The ARB shall have discretion to approve such roofs on part of the main body of an improvement, particularly if modern or contemporary in design. No built up roofs shall be permitted, except on approved flat surfaces.

As to Water's Edge Lots and Boca Pointe Lots, the composition of all pitched roofs shall be ceramic or cement tile, either flat or barrel design. As to Avalon Lots, the composition of all pitched roofs shall be flat ceramic tile. No other composition shall be permitted on roofs unless specifically identified and approved in writing by the ARB. As to Avalon Lots, the color of all pitched roofs shall be determined by the ARB prior to the construction of the first home on an Avalon Lot.

(e) **Garages.** In addition to the requirements stated in paragraph one, all garages must have a minimum width of twenty-one (21) feet for a two car garage; twenty-nine

(29) feet for a three car garage; or thirty-nine (39) feet for a four car garage, measured from inside walls of garage. All garages must have a minimum depth of twenty (20) feet on 2 stalls of the garage, measured from inside walls of garage. Side-entry and Courtyard side-entry garage entrances shall be required for Water's Edge Lots. Side-entry and Courtyard side-entry garage entrances are encouraged where feasible for Boca Pointe Lots; provided, however, that the ARB shall have the authority to approve front-entry garages for Boca Pointe Lots. Front-entry garage entrances are permitted for Avalon Lots. No four car front-entry garages shall be permitted. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet or two (2) individual overhead doors, each with a minimum door width of eight (8) feet for a two car garage; or a single overhead door with a minimum door width of sixteen (16) feet together with a single overhead door with a minimum door width of eight (8) feet or three (3) individual overhead doors, each with a minimum door width of eight (8) feet for a three car garage; or two (2) overhead doors each with a minimum door width of sixteen (16) feet, or four (4) individual overhead doors, each a minimum of eight (8) feet in width for a four car garage. No carports will be permitted.

(f) **Driveway and Sidewalk Construction.** All dwellings shall have a paved driveway of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete, except for building sites in excess of two acres formed of Water's Edge Lot(s) or Boca Pointe Lot(s) where the first fifty (50) feet measured from the edge of the street pavement must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way as to be acceptable to the ARB. A four foot concrete sidewalk is required on each Lot and shall connect with the sidewalk on adjacent properties, corner Lot, front and side.

(g) **Dwelling Quality.** The ARB shall have final approval of all exterior building materials. Eight inch (8") concrete block shall not be permitted on the exterior of any house or detached structure, unless finished with stucco. As to Water's Edge Lots and Boca Pointe Lots, the ARB shall discourage the use of imitation brick and encourage the use of materials such as brick, stone, wood and stucco, or a combination of the foregoing. As to Avalon Lots, the ARB shall discourage the use of any material other than stucco.

(h) **Walls, Fences and Shelters.** No wall or fence shall be constructed with a height of more than six (6) feet above ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, color, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the Board, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any improvement unless approved by the ARB.

(i) **Lighting.** All exterior lighting of a Lot shall be accomplished in accordance with a lighting plan approved in writing by the ARB.

(j) **Swimming Pools.** Any swimming pool to be constructed on any Lot shall be subject to requirements of the ARB and must be approved prior to construction.

(k) **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence or other use either temporarily or permanently.

(l) **Removal of Trees.** In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them in his landscaping plan. No trees of six inches (6") in diameter at one foot (1') above natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of an improvement.

(m) **Landscaping.** A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure of five thousand dollars (\$5,000.00) for the front and side yards of Water's Edge Lots, three thousand five hundred dollars (\$3,500.00) for the front and side yards of Boca Pointe Lots and two thousand dollars (\$2,000.00) for the front and side yards of Avalon Lots. These amounts shall be exclusive of irrigation systems and sod. Sod must be improved bitter blue Floratam St. Augustine grass or its equivalent, and will be required on all yards. As to Water's Edge Lots and Boca Pointe Lots, each improvement must have shrubs on front and side yards. As to Avalon Lots, each improvement must have shrubs on front yard. Each improvement shall be required to have the front, rear and side yards irrigated by a sprinkler system approved by the ARB.

(n) **Air Conditioning and Heating Equipment.** All air conditioning and heating units shall be shielded by landscaping, painted wood fence or wall, so that they shall not be readily visible from any adjacent street.

(o) **Mailboxes.** No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the improvement, each Owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the improvement.

(p) **Utility Connections.** All connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the improvement in such a manner to be acceptable to the governing utility authority.

(q) **Contractors.** All construction of houses and subsequent construction work, shall be performed by a licensed residential building contractor approved by the Developer or the ARB. If a lot has been sold to an approved contractor, any subsequent purchaser shall be required to comply with this paragraph.

Section 3. Inspection and Noncompliance. The ARB shall have the right to enter upon and inspect any portion of The Properties at any time prior to, during or after the construction or alteration of improvements on such portion to ensure compliance with this Article. If, during the inspection, the ARB finds that the work was not performed, or the improvements were not constructed, in substantial compliance with plans approved by the ARB; or if during subsequent inspection the ARB notes that previously inspected improvements are not being maintained in compliance with this Article or with the aesthetic standards or other standards imposed by the ARB, then the ARB shall notify the Owner in writing of such noncompliance. Such written notice shall specify the particular areas of noncompliance and shall demand that the Owner immediately bring such improvements into compliance.

Section 4. Enforcement. If an Owner shall have failed to remedy a noncompliance within thirty (30) days from the date of the notice described in the previous section, the ARB shall notify the Board of Directors in writing of such failure. The Board of Directors shall demand that the Owner remedy or remove the noncomplying improvements within a period of not more than thirty (30) days from the date of such demand. If the Owner does not comply within that period, the Board of Directors, in its sole discretion, may either remove the noncomplying improvement or remedy the noncomplying improvement, and the Owner shall reimburse the Association for all expenses incurred in connection therewith. If such expenses are not promptly reimbursed to the Association, the Board of Directors shall levy a special assessment against the Lot upon which the noncomplying improvement is located, as provided in Article VI. In addition to the above, the Association may take any other action authorized by Article VI.

Section 5. Variance. The ARB, in its sole discretion, may authorize variances from compliance with any of the provisions of this Article when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration otherwise would prevent utilization of the site. The variance shall be evidenced in writing and signed by a majority of the members of the ARB. If a variance is granted, no violation of this Article shall be deemed to have occurred with respect to the matter for which the variance was granted.

Section 6. Nonliability for Actions. Neither the ARB, the Developer, the Association, nor any of their members, officers, directors or duly authorized representatives, shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the ARB's duties.

Section 7. No Waiver. If, for any reason, the ARB fails to notify an Owner of any noncompliance, such failure shall not relieve the Owner from the requirement to comply with all provisions of this Declaration.

Section 8. Exemption of Developer. The Developer shall be exempt from the provisions of this Article and shall not be obligated to obtain ARB approval for any construction or changes in construction or alterations to improvements which the Developer may elect to make at any time.

Section 9. Enforcement of Neighborhood Association. As to the Avalon Lots, should the Association or the ARB fail to apply or enforce the ARB Planning Criteria set forth in this Article VIII, the Neighborhood Association and any architectural review board formed with exclusive jurisdiction over the Avalon Lots in the Neighborhood Declaration shall also have all rights granted in this Article VIII to the ARB and/or the Association and its Board of Directors to apply and enforce such ARB Planning Criteria consistently with the provisions of this Article VIII.

ARTICLE IX

CERTAIN RULES AND REGULATIONS

Section 1. Applicability. The Provisions of this Article IX shall be applicable to all of The Properties but shall not be applicable to the Developer or property owned by the Developer.

Section 2. Land Use and Building Type. No Lot, nor building on a Lot, shall be used except for residential purposes and no Lot shall have more than one home. Temporary uses by Developer and its affiliates for model homes, sales displays, parking lots, sales offices, and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Developer or its affiliates (except if such changes are made by the Developer) without the consent of the Architectural Review Board as provided herein.

Section 3. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats covering The Properties and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in that area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association and the Developer and its affiliates, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewer, storm conduits, under and through the utility easements as shown on the plats. Developer and its affiliates, and its and their designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antenna, radio, television, and security lines (and for all future technological advances not now known) within platted utility easement areas. All utilities

and lines within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

Section 4. Nuisances. No noxious, offensive or unlawful activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

Section 5. Temporary Structures. No structure of a temporary character, or trailer, tent, or mobile home, shall be permitted on The Properties at any time or used at any time as a residence, either temporarily or permanently, except by the Developer and its affiliates during construction.

Section 6. Signs. No sign of any kind shall be displayed to the public view on The Properties, except only one professionally prepared sign of not more than one (1) square foot used to indicate the name of the resident and one sign of not more than five (5) square feet advertising the property for sale or for rent (in locations and in accordance with design standards approved by the Architectural Review Board).

Section 7. Oil and Mining Operation. No oil drilling, oil Development operations, oil refining, quarrying or mining operations of any kind or equipment used in connection with such, shall be permitted upon or in The Properties.

Section 8. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except no more than two (2) household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. More than two (2) household domestic pets may be permitted with express written approval of the Architectural Review Board having jurisdiction over the subject Lot. This approval may be withheld for any reason and in the sole discretion of the Architectural Review Board. Domestic animals shall be fenced or on a leash at all times. Domestic animals shall also be subject to applicable rules and regulations. Except on building sites in excess of two acres formed of Water's Edge Lot(s) or Boca Pointe Lot(s) dog houses/fenced runs shall not be permitted and the height, length, type, design, composition, material, color and location of such dog houses/fenced runs must be approved prior to construction by the Architectural Review Board. The Architectural Review Board, in its sole discretion, may require screening of such dog houses/fenced runs similar to the requirements of the screening required for AC units and pool pumps as described in Article IX, Section 16.

Section 9. Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted.

Without limiting the generality of Section 1 hereof, the foregoing provisions shall not be applicable to the Developer or its affiliates or to construction activities conducted by the Developer or such affiliates.

Section 10. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all residential buildings may be maintained as that originally installed, without prior approval of the Architectural Review Board, but prior approval by the Architectural Review Board shall be necessary before any such exterior finishing color is changed. The Lot landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner substantially as originally installed by Developer, unless the prior approval for any change, deletion or addition is obtained from the Architectural Review Board. No artificial vegetation shall be permitted on the exterior of any residential building.

Section 11. Exterior Maintenance. The Owner shall maintain the structures and grounds on his Lot at all times in a neat and attractive manner and as provided elsewhere herein. Upon the Owner's failure to do so, the Association may at its option, after giving the Owner written notice and hearing as provided in Article IX sent to his last known address, or to the

address of the subject premises, have that portion of the grass, weeds, shrubs and vegetation which the Owner is to maintain cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and special assessment charged against the Lot on which the work was done and shall be the personal obligation of all Owners of such Lot. Upon the Owner's failure to maintain the structures and improvements on his Lot in good repair and appearance and otherwise as required herein, the Association may, at its option, after giving the Owner thirty (30) days' written notice and hearing as provided in Article IX sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided. No bids need to be obtained by the Association for such work and the Association shall designate the contractor in its sole discretion. For the purpose solely of performing the Lot and exterior maintenance authorized by this Section, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day to accomplish such work.

Section 12. Commercial Trucks, Trailers, Campers and Boats. No truck or commercial vehicles, or campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on The Properties, unless the Developer designates specifically certain spaces for some or all of the above. Provision for temporary visitation may be established by rules and regulations. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to vehicles for personal use which are stored within garages, which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Developer or its affiliates. No on-street parking shall be permitted, except for temporary visitation.

Any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (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 is posted, neither its removal, nor failure of the owner to receive it for any other reasons, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, boats and trailers; and an affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

No vehicles commonly known as "three-wheelers", "two-wheel dirt bikes", "all-terrain vehicles", or "go carts" or any other form of this motorized transportation shall be operated on the Properties.

Section 13. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time for the applicable governmental authority for disposal or collection of waste shall be complied with. All containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. Such containers may not be placed out for collection sooner than Twenty-four (24) hours prior to scheduled collection and must be removed within twelve (12) hours of collection. In addition, for building sites in excess of two acres formed of Water's Edge Lot(s) or Boca Pointe Lot(s), an enclosed shed for storage of such containers shall be permitted provided that such shed is not visible from the street or any adjoining Lot.

Section 14. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard set-back areas, except as originally installed by Developer or its affiliates, and except any approved by the Architectural Review Board as above provided. No

wood fences shall be permitted around the perimeter of any Lot, except those installed by Developer during construction of the subdivision, and those installed for the specific purpose of screening AC units, pool pumps, or for gates on a brick or block wall.

Section 15. No Drying. To the extent lawful, no clothing, laundry or wash shall be aired or dried on any exterior portion of The Properties.

Section 16. Unit Air Conditioners, Screening of Equipment and Reflective Materials. No air conditioning units may be mounted through windows or walls unless approved by the Architectural Review Board. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Review Board for energy conservation purposes. All AC units and pool pumps or other equipment must be screened from view from the adjacent street by a brick, stone, masonry wall (stuccoed) or wood fence or if the rear yard of the Lot abuts a water retention area or pond, then screened from view from the water retention area or pond by appropriate landscaping. All masonry walls and wood fences erected for such purposes must be painted. All such fences and walls shall be properly maintained by Owner. In addition, the height, length, type, design, composition, material and color of such fence or wall must be approved by the Architectural Review Board.

Section 17. Exterior Antennas. No exterior antennas and no citizen band or short wave antennas or satellite dishes in excess of eighteen inches (18") in diameter shall be permitted on any Lot or improvement thereon, except that Developer and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines. Notwithstanding the foregoing, for building sites in excess of two acres formed of Water's Edge Lot(s) or Boca Pointe Lot(s), satellite dishes in excess of eighteen inches (18") in diameter shall be permitted. The location of any approved satellite dish must be approved by the Architectural Review Board which may require appropriate screening.

Section 18. Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Developer or its affiliates during construction periods.

Section 19. Skateboard Ramps. No skateboard ramps shall be permitted on any Lot or on The Properties at any time.

Section 20. Fuel Tanks. All tanks for gas, propane and similar fuels must be buried or screened from view by a fence or wall as provided in Section 16 herein, and approved by the Architectural Review Board.

Section 21. Solar Heating Panels. For aesthetic purposes, the location, type and design of solar heating panels must be approved by the Architectural Review Board prior to installation which may require landscape screening and shall be installed so as not to face any street.

Section 22. Association Property and Common Areas. Time of play on Association Property and Common Areas for basketball, tennis, etc. shall be limited to the hours of 8:00 A.M. to 8:00 P.M. No lighting shall be permitted on the Association tennis courts. The Association may, however, install lighting for security purposes only which is not offensive to neighbors of Association Property and common recreation areas.

Section 23. Basketball Goals and Equipment. As to Avalon Lots, no basketball goals, backboards, poles and other equipment will be allowed. As to Water's Edge Lots and Boca Pointe Lots, the location of all basketballs goals, backboards, poles and other equipment must be preapproved by the Architectural Review Board having jurisdiction over the said Lot. All backboards must be set perpendicular to the street and must be made of clear Plexiglas or other clear (see through) material approved by the said Architectural Review Board in its sole discretion. All basketball poles and other structural apparatus must be painted black. All Owners shall maintain their basketball equipment in very good condition. No basketball goals

or other basketball equipment shall be permitted on the street side yard of corner Lots. All basketball goals and other basketball equipment must be located away from streets in the rear yard if the Owner's garage is located by the street side yard. If the Owner's garage is not located by the street side yard, normal basketball equipment rules as contained herein shall apply. Time of play on homeowners Lots for basketball only, shall be limited to the hours of 8:00 A.M. to 8:00 P.M. Notwithstanding the foregoing for building sites in excess of two acres formed of Water's Edge Lot(s) or Boca Pointe Lot(s), basketball courts shall be permitted; provided, however, that the Architectural Review Board may require appropriate partial landscape screening.

Section 24. Children's Play Structures. Prior to placement on the Owner's property, the location of any children's play structure shall be preapproved by the Architectural Review Board in its sole discretion. Children's play structures shall not have any material coverings or canopies except those approved by the Architectural Review Board, which may require a specific type, design, material and color. The Architectural Review Board in its sole discretion may require children's play structures to be partially screened by landscaping, trees, fences or walls as provided elsewhere herein and approved by the Architectural Review Board.

Section 25. Outside Storage. No stripped, unsightly, offensive, wrecked, junked or dismantled vehicles or portions thereof, no furniture or appliances designed for normal use or operation within (as distinguished from outside of home), or any other debris or unsightly material, shall be parked, permitted, stored or located upon any Lot. No open outside storage on any Lot is permitted. No lumber, brick, stone, cinder-block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for purposes of construction on such Lot, and they shall not be stored for longer than that length of time reasonably necessary for the construction in which same is to be used.

Section 26. Owner's Obligation to Rebuild. If all or any portion of a home on any Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such home in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, unless prevented by governmental authority.

Section 27. Soliciting. No soliciting shall be allowed at any time within the Properties.

Section 28. Additional Rules and Regulations. The Board of Directors of the Association may from time to time adopt additional rules and regulations of the Association without the necessity of recording an amendment hereto or thereto in the public records; provided, however, that if any such rules and regulations solely affect the Avalon Lots, a majority of the Board of Directors of the Avalon Homeowners Association, Inc. must approve such rules and regulations. Such rules and regulations shall be published and available upon request by any member.

ARTICLE X

ENFORCEMENT OF RESTRICTIONS, COVENANTS, RULES AND REGULATIONS

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of an Owner to comply with such restrictions, covenants or 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 Association shall have the right to suspend use of Common Areas

(except for legal access) by defaulting Owners. The offending Lot Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

Except as to liens as a result of nonpayment of initial and annual assessments, before any court action is initiated by the Board the owner shall be entitled to notice and hearing as provided in Section 4.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines not to exceed the lesser of five hundred dollars (\$500.00) or the maximum amount permitted by Florida law per violation may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rules or regulation, provided the procedures of section 4 are adhered to.

Section 4. Enforcement Procedures. The following procedures shall be followed when any action is to be taken for violation of any covenant and restriction or rule or regulation of the association; except that no such procedure shall be required for enforcement of a lien for nonpayment of initial or annual assessments.

(a) **Notice:** The Association shall notify the Owner of the date and time of a special meeting of the Board of Directors at which time the Owner may present reasons why penalties should not be imposed. At least fourteen (14) days' notice of such meeting shall be given. Notice shall be by personal delivery or by United States Mail Certified (or its equivalent) and if by mail, shall be deemed delivered three days after mailing.

(b) **Hearing:** The alleged noncompliance shall be presented at the special meeting of the Board of Directors to a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, or sibling of an officer, director, or employee of the Association. At the same meeting, the Owner sought to be fined or suspended may present reasons why the proposed penalty should not be imposed. If the committee does not approve, by a majority vote, a proposed fine or suspension of Common Area use rights, it may not be imposed. The decision of the committee shall be submitted to the Owner in writing not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

(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 of not more than the lesser of five hundred dollars (\$500.00) or the maximum amount permitted by Florida law for each non-compliance or violation.

(d) **Payment of Penalties:** Fines shall be due and payable 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 an assessment subject to the provisions for the collection of assessments as set forth herein.

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

(g) **Non-exclusive Remedy:** These fines and penalties shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from each Owner. The Association, any Owner, the Developer (or any of its affiliates), their successors and assigns shall have the right to enforce, by proceeding at law or in equity, whether in an action for damages, injunctive relief or both, all restrictions, covenants, easements, charges, and liens now or hereafter imposed by this Declaration.

Section 5. No Waiver. The failure of the Developer, or the Association, to enforce any covenant or restriction herein contained, however long continued, shall in no event be deemed a waiver of 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 or subsequent thereto.

ARTICLE XI

RESALE RESTRICTIONS

No Owner may sell or convey his interest in a Lot unless all sums due the Association shall be paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner executed by any officer of the Association or an agent of the Association appointed for such purpose by resolution of the Board of Directors recorded in the Public Records of Orange County, Florida. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the certificate shall pay to the Association a fee not to exceed twenty five dollars (\$25.00) or such other fee as may be set by the Board, to cover the costs of examining records and preparing the certificate.

ARTICLE XII

INSPECTION AND MAINTENANCE OF STREETS AND DRAINAGE SYSTEM

Section 1. Inspection. Beginning three years after the certificate of completion for the Development is issued, the Association shall procure an annual inspection of the streets and drainage system of the Development by a registered civil engineer. This inspection shall, using good engineering practice, determine the level of maintenance and identify any needed repairs. Each annual inspection shall be written into a report format, which report shall be submitted to the Orange County engineer within thirty days after receipt of the report by the Association.

Section 2. Maintenance. All the remedial work recommended in any annual engineering report referenced in Section 1 above must be completed within sixty days of receipt of the engineering report by the Association, unless the recommended remedial work is of such a nature or character as not to be susceptible to completion within said sixty day period, in which event, the Association shall be required to commence within said sixty day period all actions and measures reasonably necessary to affect completion of the recommended remedial work and to diligently and continuously prosecute such actions and measures to completion such that, in any event, the recommended remedial work is completed not later than 180 days following receipt of the annual engineering report by the Association.

Section 3. Resurfacing of Streets. All streets within the Development shall be resurfaced every 15 years unless the annual engineering report referenced in Section 1 above recommends to either shorten or lengthen that period based on the documentation of conditions as contained in the report.

Section 4. Disclosure in Sale Contracts. All sale contracts, including contracts for resales, pertaining to any portion of The Properties to which the Developer or T.C.A. is a party must expressly disclose the requirement contained in this Article. Said disclosure shall be contained within the contract and not merely by reference to a separate documents. When the Developer is not involved in the transaction, this provision shall be complied with to the greatest extent practicable.

Section 5. Indemnification of Orange County. The Association and the Developer, jointly and severally, expressly indemnify, defend and hold Orange County, Florida harmless from any loss, cost, damage, or expense, including reasonable attorney fees at the trial level and in any appellate or bankruptcy proceeding, arising, directly or indirectly, out of (i) maintenance, repair and/or reconstruction of the streets and/or drainage systems, or (ii) tort liability related

to or stemming from the streets and/or drainage system; provided, however, that (i) the duty of the Developer shall exist only for the period the Developer controls the Association, and (ii) the recourse of Orange County as respects the liability of the Developer shall extend only to the right, title, interest and/or estate of the Developer in or to any of the Lots.

Section 6. Default. Upon any default in any of the requirements contained in this Article, Orange County, at its option and after due notice of its declaration of a default in the stated time to cure, may remove the gates at all entrances to the Development and, upon dedication of the rights of way, assume responsibility for maintenance of the same, using those association funds dedicated to the maintenance and repair of streets and/or drainage systems, or if none or an insufficient amount exists, establish a temporary Municipal Service Taxing Unit in an amount necessary to accomplish the task.

Section 7. County Approval. Notwithstanding anything to the contrary contained herein, this Article XII shall not be amended without the consent of Orange County, Florida.

ARTICLE XIII

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, Turtle Creek Homeowners' Association, Inc., any Neighborhood Association, and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) 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 all the Lots subject hereto has been recorded, agreeing to revoke the said covenants and restrictions.

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 Association at the time of such mailing.

Section 3. 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 4. 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 alone, for so long as it or its affiliates hold title to not less than ten percent (10%) of the Lots affected by this Declaration; or alternatively by approval at a meeting of Owners holding not less than 66-2/3% vote of the membership in the 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. The foregoing sentence may not be amended.

Section 5. Effective Date. This Declaration shall become effective upon its recordation in the Orange County Public Records.

Section 6. Withdrawal. Developer reserves the right to amend this Declaration 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 Properties desired to be effected by the Developer.

Section 7. 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 8. Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates or the Association, 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 or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 9. 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 have been 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 intended to have been granted the benefit of such easement. The Unit 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 the provisions.

Section 10. 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 3 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 restrictions 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 11. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Areas to the public, or for any use. However, the Association shall have the right to dedicate or transfer all or any part of the Common Areas to any municipality, public agency or authority for such purposes and such conditions as may be agreed upon by the Members. Such dedication or transfer shall be effective only with the assent of two-thirds of the vote of each class of members of the Association.

Section 12. Disclosure. Owners will receive no discount in property taxes due to private ownership of the streets and drainage system in the Development.

Section 13. No Additional Covenants. No Owner, without the prior written approval of the Developer or the Association, may impose any additional covenants or restrictions on any part of the Property. Any additional covenants will be subject to the provisions of this Declaration.

EXECUTED as of the date first above written.

Signed, Sealed and Delivered
in the Presence of:

GALLIMORE SOUTHWEST FIL ESTATE,
INC., a Florida limited partnership

By: Gallimore Turtle Creek, Inc., a Florida
corporation, its general partner

Mildred T. Prado
Mildred T. Prado
Louise A. Ward
Louise A. Ward

By: Ellsworth G. Gallimore
Ellsworth G. Gallimore, President

1051 Winderley Place, Suite 307
Maitland, Florida 32751

Corporate Seal

"Developer"

T.C.A. DEVELOPMENT COMPANY, a Florida
corporation

Helen A. Cook
HELEN A. COOK
Gregory L. Holzhauser
GREGORY L. HOLZHAUSER

By: Albert Kodsi
Albert Kodsi, President

503 N. Orlando Avenue, Suite 105
Cocoa Beach, Florida 32931

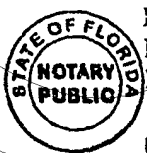
Corporate Seal

"T.C.A."

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ELLSWORTH G. GALLIMORE, President of GALLIMORE TURTLE CREEK, INC., a Florida corporation on behalf of the corporation as general partner of GALLIMORE SOUTHWEST FIL ESTATE, LTD., a Florida limited partnership, who is personally known to me and who acknowledged executing the same on behalf of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of April, 1996.



LOUISE A. WARD
My Comm Exp. 1/29/00
Bonded By Service Ins
No. CC526190

Personally Known Other I.D.

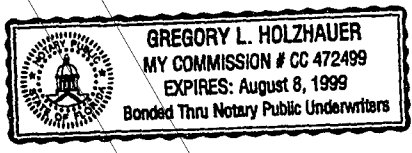
Louise A. Ward
Notary Public
My Commission Expires: 1/29/00

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ALBERT KODSI, President of T.C.A. DEVELOPMENT COMPANY, a Florida corporation on behalf of the corporation, and acknowledged executing the same on behalf of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of April, 1996.

Gregory L. Holzauer
Notary Public
My Commission Expires:



OR Bk 5058 Pg 2287
Orange Co FL 5617709

THIS INSTRUMENT PREPARED BY:
Gregory L. Holzauer, Esquire
Winderweede, Haines, Ward
& Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880

EXHIBIT "A"

PARCEL ONE (WATER'S EDGE AND BOCA POINTE AT TURTLE CREEK)

Part of the East 1/2 of Section 9, Township 24 South, Range 28 East and Part of the West 1/2 of Section 10, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Begin at the Northwest Corner of the South 1/4 of the Northwest 1/4 of said Section 10; run thence N89°01'27"E for 1470.74 feet to a point on the Westerly Right-of-way Line of Apopka-Vineland Road; thence S01°11'08"E along said Westerly Right-of-way Line for 1069.30 feet; thence S88°48'52"W for 30.00 feet; thence N10°25'53"W for 73.84 feet; thence N15°28'40"W for 73.94 feet; thence N22°03'27"W for 74.12 feet; thence N28°39'11"W for 74.29 feet; thence N35°15'49"W for 74.46 feet; thence N41°53'18"W for 74.61 feet; thence N48°31'32"W for 74.75 feet; thence N57°59'47"W for 248.43 feet; thence S39°44'42"W for 114.01 feet to a point on a curve concave Northeasterly and having a radius of 574.90 feet; thence from a Tangent Bearing N49°49'31"W, run Northwesterly along the arc of said curve through a central angle of 02°44'59" for an arc length of 27.59 feet; thence departing said curve non-tangentially, run S67°53'58"W for 59.58 feet; thence S44°18'06"W for 118.57 feet; thence S45°41'54"E for 60.00 feet; thence S44°18'06"W for 125.00 feet; thence S38°17'58"W for 115.63 feet; thence S07°59'35"W for 126.63 feet; thence S01°11'08"E for 695.46 feet; thence S08°16'36"W for 121.66 feet; thence S01°11'08"E for 179.21 feet to the South Line of the North 1/2 of the Southwest 1/4 of said Section 10; thence along said South Line, run S88°58'12"W for 619.99 feet to the Southeast Corner of the North 1/2 of the Southeast 1/4 of said Section 9; thence S88°55'22"W along the South Line of the North 1/2 of said Southeast 1/4 for 1331.00 feet to the Southwest Corner of the Northeast 1/4 of said Southeast 1/4 of said Section 9; thence N00°48'04"W along the West Line of the Northeast 1/4 of said Southeast 1/4 for 970.39 feet; thence N88°56'25"E for 30.00 feet; thence N00°48'04"W for 363.45 feet; thence N00°18'26"W for 635.44 feet to the Southerly Right-of-way Line of Charles E. Limpus Road; thence along said Southerly Right-of-way Line, run N88°54'08"E for 661.03 feet; thence N68°21'43"E for 85.50 feet to the North Line of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence N88°54'07"E along said North Line for 560.42 feet to the Point of Beginning.

PARCEL TWO (AVALON AT TURTLE CREEK)

Part of the South 1/4 of the Northwest 1/4 and the North 1/2 of the Southwest 1/4 of Section 10, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the North 1/2 of the Southwest 1/4 of said Section 10; thence N.88°58'12"E. along the South line of the North 1/2 of the Southwest 1/4 of said Section 10, a distance of 619.99 feet to the Point of Beginning; thence departing said South line, run N.01°11'08"W., a distance of 179.21 feet; thence N.08°16'36"E., a distance of 121.66 feet; thence N.01°11'08"W., a distance of 695.46 feet; thence N.07°59'35"E., a distance of 126.63 feet; thence N.38°17'58"E., a distance of 115.63 feet; thence N.44°18'06"E., a distance of 125.00 feet; thence N.45°41'54"W., a distance of 60.00 feet; thence N.44°18'06"E., a distance of 118.57 feet; thence N.67°53'58"E., a distance of 59.58 feet to a point on a curve concave to the Northeast, having a radius of 574.90 feet; thence from a tangent bearing S.47°04'32"E., run Southeasterly along said curve through a central angle of 02°44'59" for a distance of 27.59 feet; thence non-tangentially, run N.39°44'42"E., a distance of 114.01 feet; thence S.57°59'47"E., a distance of 248.43 feet; thence S.48°31'32"E., a distance of 74.75 feet; thence S.41°53'18"E., a distance of 74.61 feet; thence S.35°15'49"E., a distance of 74.46 feet; thence S.28°39'11"E., a distance of 74.29 feet; thence S.22°03'27"E., a distance of 74.12 feet; thence S.15°28'40"E., for a distance of 73.94 feet; thence S.10°25'53"E., a distance of 73.84 feet; thence N.88°48'52"E., a distance of 30.00 feet to the Westerly right-of-way line of Apopka-Vineland Road; thence S.01°11'08"E. along said Westerly right-of-way line, a distance of 786.66 feet; thence continue along said Westerly right-of-way line, run S.01°06'25"E., for a distance of 25.90 feet; thence S.43°53'31"W., a distance of 164.31 feet to the aforementioned South line of the North 1/2 of the Southwest 1/4 of said Section 10; thence S.88°58'12"W. along said South line, a distance of 753.60 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Part of the South 1/4 of the Northwest 1/4 and the North 1/2 of the Southwest 1/4 of Section 10, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the North 1/2 of the Southwest 1/4 of said Section 10; thence N. 88°58'12" E. along the South line of the North 1/2 of the Southwest 1/4 of said Section 10, a distance of 1373.60 feet; thence N. 43°53'35" E. for 121.91 feet to the Point of Beginning; thence N. 01°06'25" W. parallel with the Westerly right of way line of Apopka-Vineland Road for 55.88 feet; thence N. 01°11'08" W. for 786.64 feet; thence N. 88°48'52" E. for 30.00 feet to the said Westerly right of way line of Apopka-Vineland Road; thence following said right of way line, run S. 01°11'08" E. for 786.66 feet; thence S. 01°06'25" E. for 25.90 feet; thence leaving said right of way line run S. 43°53'35" W. for 42.42 feet to the Point of Beginning.

OR Bk 5058 Pg 2289
Orange Co FL 5617709

COPY

EXHIBIT "B"

ARTICLES OF INCORPORATION

OF

TURTLE CREEK HOMEOWNERS' ASSOCIATION, INC.

FILED
96 APR 17 PM 4:0
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation not for profit under the "Florida Not For Profit Corporation Act", Chapter 617, Florida Statutes.

ARTICLE I

OR Bk 5058 Pg 2290
Orange Co FL 5617709

NAME

The name of this corporation is:

TURTLE CREEK HOMEOWNERS' ASSOCIATION, INC.

For convenience, the corporation is sometimes referred to in this instrument as the "Association".

ARTICLE II

PURPOSES

This corporation is organized to provide for the improvement, maintenance, and preservation of the property affected by the Declaration of Covenants and Restrictions for Turtle Creek, to be recorded in the Public Records of Orange County, Florida and as amended from time to time (the "Declaration") and to provide the health, safety and welfare of the members of the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any property or Lot affected by the Declaration shall be a member of the Association. Notwithstanding anything else to the contrary herein, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

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

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of Gallimore Southwest Fil Estate, Ltd., a Florida limited partnership (the "Developer", as defined in the Declaration) 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. Except as provided below, Class A members shall be entitled to one (1) vote for each Lot (as that term is defined in the Declaration) in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, 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, except as to Class B.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus four (4) votes for each Lot owned by the Developer. Developer shall be entitled to cast such votes any time Class A Members shall be entitled to vote. The Class B membership shall cease and terminate three (3) months after ninety percent (90%) of the Lots in all phases within The Properties have been sold and conveyed by the Developer (or its affiliates) to Members (but not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale), or sooner at the election of the Developer (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association).

ARTICLE IV

TERM OF EXISTENCE

This corporation shall commence existence on the date of filing with the Secretary of State, and shall exist perpetually.

ARTICLE V

INCORPORATOR

The names and addresses of the subscriber is:

NAME

ADDRESS

Gregory L. Holzhauser

250 Park Avenue South
5th Floor
Winter Park, Florida 32789

ARTICLE VI

OFFICERS

The affairs of the corporation shall be managed by a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as may be provided for in the bylaws. An officer may hold one or more offices. The Officers shall be elected by the Board of Directors annually in accordance with the provisions of the bylaws; and they should serve at the pleasure of the Board of Directors.

ARTICLE VII

INITIAL OFFICERS

The names of the officers who are to serve until the first election hereunder are:

President	Ellsworth G. Gallimore
Vice President	Shirley P. Gallimore
Treasurer	Shirley P. Gallimore
Secretary	Louise Ward

ARTICLE VIII

DIRECTORS

The Board of Directors of the Corporation shall consist of not less than three (3) persons nor more than nine (9) persons, the exact number to be determined in accordance with the provisions of the bylaws, be elected by the members annually in accordance with the provisions of the bylaws and shall include at least one director from each Neighborhood Association as defined in the Declaration.

ARTICLE IX

INITIAL DIRECTORS

The names and addresses of the persons who are to serve as initial directors until the first election hereunder are:

<u>NAME</u>	<u>ADDRESS</u>
Ellsworth G. Gallimore	1051 Winderley Place, Suite 307 Maitland, Florida 32751

Shirley P. Gallimore

1051 Winderley Place, Suite 307
Maitland, Florida 32751

Louise Ward

1051 Winderley Place, Suite 307
Maitland, Florida 32751

John B. Shoemaker

503 North Orlando Avenue, Suite 105
Cocoa Beach, Florida 32931

ARTICLE X

BYLAWS

The bylaws of the corporation shall be made, altered, or rescinded by affirmative vote of a majority of the Directors of the corporation.

OR Bk 5058 Pg 2293
Orange Co FL 5617709

ARTICLE XI

INDEMNIFICATION

Section 1. Neither the members, nor officers of the corporation shall be personally liable for any obligations of the corporation of any nature whatsoever; nor shall any of the property of any member or officer of the corporation be subject to the payment of the obligations of the corporation to any extent whatsoever.

Section 2. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approve such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

Section 3. Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall

ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

Section 4. The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, 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 these Articles.

ARTICLE XII

AMENDMENTS

These Articles of Incorporation may be amended by the affirmative vote of a majority of the members of the corporation, after no less than fifteen (15) days prior written notice to all members.

ARTICLE XIII

OR Bk 5058 Pg 2294
Orange Co FL 5617709

MISCELLANEOUS

Section 1. The corporation shall have no capital stock.

Section 2. This corporation shall have all powers to carry out its purposes and activities incidental to its purposes in furtherance, and not in limitation of, the powers conferred by law and by the "Florida Not For Profit Corporation Act", Chapter 617, Florida Statutes, or as the same may be amended.

Section 3. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

Section 4. Unless specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferrable in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE XIV

DISSOLUTION

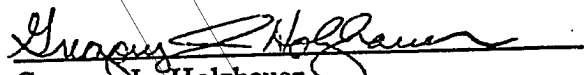
Upon the dissolution of this corporation the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the corporation, pursuant to the

procedure of provisions of Florida Statutes §617.05, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner as the Board of Directors shall determine. Any of the assets not so disposed of shall be disposed of by the Circuit Court of the County in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

**ARTICLE XV - Initial Principal Office;
Initial Registered Office and Agent**

The street address and mailing address of the initial principal office of the corporation is 1051 Winderley Place, Suite 307, Maitland, Florida 32751. The initial registered office of the corporation shall be 250 Park Avenue South, 5th Floor, Winter Park, Florida 32789 and the registered agent of the corporation at that office shall be Gregory L. Holzhauser.

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation the 16th day of April, 1996.



Gregory L. Holzhauser

OR Bk 5058 Pg 2295
Orange Co FL 5617709

STATE OF FLORIDA

COUNTY OF ORANGE

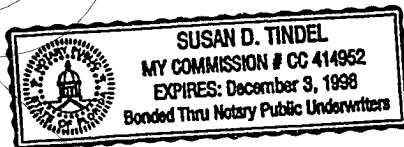
The foregoing instrument was acknowledged before me this 16th day of April 1996, by Gregory L. Holzhauser who is personally known to me.



NOTARY SIGNATURE

Susan D. Tindel

NOTARY NAME PRINTED
Notary Public
My Commission Expires:



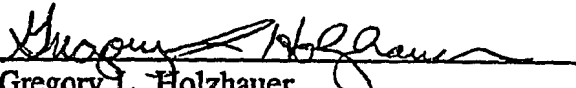
CONSENT OF REGISTERED AGENT

FILED

96 APR 17 PM 4:02

Gregory L. Holzauer, the undersigned, hereby accepts appointment and hereby consents to serve as registered agent of Turtle Creek Homeowners' Association, Inc., a Florida corporation not for profit and agrees to maintain the registered office and accept process according to law.

DATED this 16th day of April, 1996.


Gregory L. Holzauer

OR Bk 5058 Pg 2296
Orange Co FL 5617709

W:\WPFILES\GLH\GALLIMOR\TURTLE-1.ART
4/16/96 (3:33 pm)

OF

TURTLE CREEK HOMEOWNERS' ASSOCIATION, INC.

I. OFFICES

1. **Offices.** The offices of the Association in the State of Florida shall be located at the City of Maitland, County of Seminole, at 1051 Winderley Place, Suite 307, Maitland, Florida 32751 or such other address as shall hereafter be determined by action of the Board of Directors. A resident agent shall be designated thereat upon whom process may be served. The Association may have such other offices, either within or without the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require from time to time. The principal office shall also be the registered office of the Association and the address of the principal office may be changed from time to time by resolution of the Board of Directors.

II. MEMBERSHIP AND VOTING RIGHTS

1. **Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any property affected by the Declaration of Covenants and Restrictions for Turtle Creek to be recorded in the Public Records of Orange County, Florida (the "Property") and as amended from time to time (the "Declaration") shall be a Member of the Association. Notwithstanding anything else to the contrary herein, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

2. **Voting Rights.** The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer, as defined in the Declaration (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). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot (as that term is defined in the Declaration) in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, 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, except as to Class B.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus four (4) votes for each Lot owned by the Developer. Developer shall be entitled to cast such votes any time Class A Members shall be entitled to vote. The Class B Membership shall cease and terminate one (1) year after the last Lot within The Properties has been sold and conveyed by the Developer (or its affiliates), or sooner at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Association).

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Orange Co FL 5617709

3. **Meetings of Members.** The first annual meeting of Members of the Association shall be held on the date, at the place and at the time determined by the Board of Directors; provided, however, that said meeting shall be held to the extent possible, within one (1) year from the date of incorporation of the Association. Thereafter, the annual meeting of the Association shall be held on the anniversary date of the first annual meeting; provided, however,

that should the anniversary date fall on a legal holiday, then such annual meeting of the Members shall be held on the next day thereafter which is not a legal holiday.

4. **Special Meetings.** Special meetings of the Members may be held on dates and at times and places to be determined by the Board of Directors or may be called by at least ten percent (10%) of the Members of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

5. **Notice of Meetings.** Except in the event of emergency, written notice stating the place, day and hour of any annual or special meeting of the Members shall be posted in a conspicuous place within the Property at least forty-eight (48) hours before the meeting, or shall be delivered personally or by mail to each Member of the Association not less than seven (7) days before such meeting. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

6. **Quorum.** Thirty (30) percent of the Members of the Association shall constitute a quorum for the transaction of business. Every act done or decision made by a majority of the Members present in person or by proxy, at duly held meetings at which a quorum is present shall be regarded as an act of the Members of the Association.

OR Bk 5058 Pg 2299
Orange Co FL 5617709

III. BOARD OF DIRECTORS

1. **General Powers.** The policies of the Association shall be established by the Board of Directors.

2. **Qualifications, Number and Tenure.** Directors need not be residents of the State of Florida, but shall be individuals of at least age 21, or older. The number of Directors

shall be no less than three (3) nor more than nine (9) Directors and may be changed within this range by resolution of the Board of Directors. There shall be at least one Director from each Neighborhood Association as defined in the Declaration. The initial Directors as named in the Articles of Incorporation of the Association shall serve until the first election as herein set forth.

3. **Election of Directors.** At the first annual meeting of the Members of the Association following the cessation of the Class B Membership and at each annual meeting thereafter, the Members shall elect the members of the Board of Directors of the Association to serve until the next annual meeting of the Members of the Association. Each Member shall be permitted to cast the same number of votes as the number of Directors of the Association. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Members of the Board of Directors shall be permitted to succeed themselves in office. Vacancies in the Board of Directors shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum and each person so elected shall serve until the next annual meeting of the Members of the Association.

4. **Annual Meeting.** An annual meeting of the Board of Directors shall be held at a time set by the President but not less than 60 days after the annual meeting of Members.

5. **Place of Meeting.** The Board of Directors may designate any place in Orange County, Florida, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors, if all of the members of the Board of Directors shall meet at any time and place, either within or without the State of Florida, or all of them consent to the holding of such a meeting at which a quorum is present, such meeting shall be valid without call or notice, and at such meetings any corporate action may be taken.

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Orange Co FL 5617709

6. Notice of Meetings. (a) All meetings of the Board of Directors shall be open to all Members except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Except in an emergency, written notice stating the place, day and hour of any annual or adjourned annual meeting of the Board of Directors shall be posted in a conspicuous place within the Turtle Creek community at least forty-eight (48) hours before the meeting, or shall be delivered either personally or by mail to each Member of the Association, not less than seven (7) nor more than thirty (30) days before the date of such meeting.

(b) Notice of any special meeting of the Board of Directors and Members shall be given at least seven (7) days previously thereto by written notice stating the place, day and hour of any annual or adjourned annual meeting of the Board of Directors and shall be posted in a conspicuous place within the Turtle Creek community at least forty-eight (48) hours before the meeting, or shall be delivered personally or sent by mail or telegram to each Member of the Association at the address as shown by the records of the Association. The purpose or purposes for which the special meeting is called shall be stated in the notice.

(c) If mailed, a notice of any meeting shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company.

DR Bk 5058 Pg 2301
Orange Co FL 5617709

(d) An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

(e) Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Except as set forth above, neither the business to be transacted at, nor the purpose of any annual, regular or special meeting of the Board need be specified in the waiver of notice of such meeting.

7. **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

8. **Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by law, by the Articles of Incorporation, or by these By-Laws.

9. **Informal Action by Directors.** Except as limited by Florida law, any action required by law to be taken at any meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

10. **Compensation; Expenses.** All Directors shall serve without compensation but shall be reimbursed direct expenses incurred upon approval of the Board of Directors.

11. **Proxies; Attorneys-in-Fact.** At any meeting of Directors, a person entitled to vote may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after two months from the date of its execution. Any act or writing which might be executed by a Director may be executed on his behalf by a duly authorized attorney-in-fact acting in his behalf.

IV. OFFICERS

1. **Officers Provided.** The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer.

2. **Election and Term of Office.** The officers of the Association shall be those persons elected by the Board of Directors and who shall hold office with the Association for a term of one (1) year, or until preemptively removed by vote of the Directors at any meeting. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

3. **President.** The President shall be the principal executive officer of the Association and shall in general supervise all of the business and affairs of the Association, subject to the policies of the Board of Directors. The President shall preside at meetings of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, commitments, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Association; and

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Orange Co FL 5617709

in general he shall perform all duties incident to office of President and such other duties as may be prescribed by the Board of Directors from time to time.

4. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors may determine. He shall, with one or more other cosignators have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

5. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the Association and see that seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each Director and Member which shall be furnished by each Director to the Secretary; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President, or by the Board of Directors.

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Orange Co FL 5617709

**V. CONTRACTS, CHECKS,
DEPOSITS AND FUNDS**

1. **Contracts.** The Board of Directors may authorized any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

2. **Checks, Drafts, etc.** All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness, transfers, or stock powers relating to securities or stock owned or issued by the Association, shall be signed by two officers of the Association in the name of the Association who shall be determined from time to time by resolution of the Board of Directors. In absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or Assistant Treasurer and countersigned by the Chairman of the Board, the President or a Vice President of the Association.

3. **Deposits.** All funds of the Association shall be promptly deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

4. **Gifts.** The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association. The Association may take, receive, and hold real and personal property, including the principal and interest of any money or other fund, that is given, conveyed, bequeathed, devised to or otherwise vested in the Association in trust for a purpose consistent with the

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Orange Co FL 5617709

purposes set out in the Articles of Incorporation of this Association from time to time, pursuant to Florida Statutes, Section 617.021.

VI. COMMITTEES

1. **Committees of Directors.** The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; provided, however, that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the By-Laws; electing, appointing or removing any member of any such committee or any Director or officer of the corporation; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Association; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Directors, of any responsibility imposed upon it or him by law.

2. **Other Committees.** Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is

OR Bk 5058 Pg 2306
Orange Co FL 5617709

present. Except as otherwise provided in such resolution, members of each such committee need not be Directors of the Association, and the Chairman of the Board or the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

3. **Term of Office - Committees.** Each member of a committee shall continue as such until the next annual meeting of the Board of Directors of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such person be removed from such committee, or unless such person shall cease to qualify as a member thereof. The President or a Vice President designated by him shall be exofficio member of all committees, except the committee responsible for approving or rejecting proposed fines or suspension of common area use rights referenced in Article X Section 4(b) of the Declaration.

4. **Chairman - Committees.** One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

5. **Vacancies - Committees.** Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

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Orange Co FL 5617709

VII. BOOKS AND RECORDS: SEAL

1. **Books and Records.** The Association shall keep at its registered office correct and complete books and records of account and minutes of the proceedings of its Board of Directors and Members, and committees having any of the authority of the Board of Directors.

All books and records of the Association may be inspected by any Director or Member, or his agent or attorney for any proper purpose at any reasonable time.

2. Seal. The Secretary shall provide a corporate seal, which shall be in form of a circle and shall have inscribed thereon:

TURTLE CREEK HOMEOWNERS' ASSOCIATION, INC.

INCORPORATED 1996

Corporation not for Profit

OR Bk 5058 Pg 2308
Orange Co FL 5617709

Florida

VIII. FISCAL YEAR

The Fiscal Year of the Association shall at all times be the calendar year.

IX. WAIVER OF NOTICE

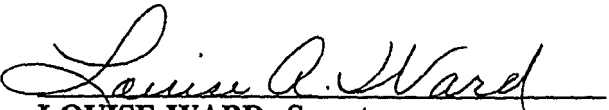
Whenever any notice is required to be given under the provisions of the Florida "Corporation not for profit" act or under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

X. AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended, repealed, restated, or new By-Laws adopted by a majority of the then Directors present at any regular meeting or any special meeting, if at

least seven (7) days written notice is given of intention to alter, amend, repeal, restate, or to adopt new By-Laws at such meeting.

I, Louise Ward, Secretary of Turtle Creek Homeowners' Association, Inc., hereby certify that the foregoing is a true and correct copy of the By-Laws of the Association adopted by the Directors on the 23rd day of April, 1996.


LOUISE WARD, Secretary

OR Bk 5058 Pg 2309
Orange Co FL 5617709

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4/22/96 (5:05 pm)

JOINDER AND CONSENT

MAROON DEVELOPMENT, INC., a Florida corporation, as the owner in fee simple of lands described in the foregoing Declaration of Covenants and Restrictions for Turtle Creek hereby consents to, joins in and subjects its lands to the operation of the foregoing Declaration of Covenants and Restrictions for Turtle Creek.

IN WITNESS WHEREOF, MAROON DEVELOPMENT, INC., a Florida corporation has caused this instrument to be executed in its name and by its proper officer thereunto duly authorized as of the 28th day of February, 1996.

Signed, sealed and delivered
in the presence of:

MAROON DEVELOPMENT, INC.,
a Florida corporation

Gregory L. Holzhauser
Print Name: GREGORY L. HOLZHAUSER

By: William S. Maroon
WILLIAM S. MAROON, President

Betty A. Mueller
Print Name: Betty A. Mueller

986 N. Douglas Avenue, Suite 102
Altamonte Springs, Florida 32714

**STATE OF FLORIDA
COUNTY OF ORANGE**

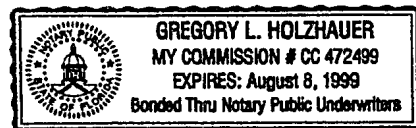
I HEREBY CERTIFY that on this 28th day of February, 1996 before me personally appeared WILLIAM S. MAROON as President of MAROON DEVELOPMENT, INC., a corporation under the laws of the State of Florida, to me known to be the individual and officer described in and who executed the foregoing Joinder and Consent and acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized; and that the execution is the act and deed of said corporation. He is personally known to me ~~or has~~ produced _____ as identification.

WITNESS my signature and official seal at Winter Park in the County of Orange and the State of Florida on the day and year last aforesaid.

This Instrument was Prepared by,
GREGORY L. HOLZHAUSER
Attorney at Law
P. O. Box 880
Winter Park, FL 32790-0880.

W:\WPFILES\GLH\GALLIMORVTCREK-MD.JDR
2/28/96 (3:08 pm)

Gregory L. Holzhauser
Notary Public
Print Name: _____
My Commission Expires: _____



JOINDER AND CONSENT

AKERS ENTERPRISES, INC., a Florida corporation, as the owner in fee simple of lands described in the foregoing Declaration of Covenants and Restrictions for Turtle Creek hereby consents to, joins in and subjects its lands to the operation of the foregoing Declaration of Covenants and Restrictions for Turtle Creek.

IN WITNESS WHEREOF, AKERS ENTERPRISES, INC., a Florida corporation has caused this instrument to be executed in its name and by its proper officer thereunto duly authorized as of the 29th day of February, 1996.

Signed, sealed and delivered
in the presence of:

**AKERS ENTERPRISES, INC.,
a Florida corporation**

S.W.
Print Name: Sheri Woodworth

By: [Signature]
WILLIAM J. AKERS, President

[Signature]
Print Name: [Signature]

Post Office Box 1556
Windermere, Florida 34786

OR Bk 5058 Pg 2311
Orange Co FL 5617709

**STATE OF FLORIDA
COUNTY OF ORANGE**

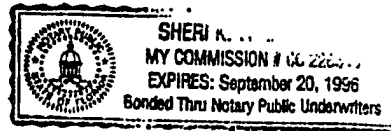
I HEREBY CERTIFY that on this 29th day of February, 1996 before me personally appeared WILLIAM J. AKERS as President of AKERS ENTERPRISES, INC., a corporation under the laws of the State of Florida, to me known to be the individual and officer described in and who executed the foregoing Joinder and Consent and acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized; and that the execution is the act and deed of said corporation. He is personally known to me or has produced _____ as identification.

WITNESS my signature and official seal at Orlando in the County of Orange and the State of Florida on the day and year last aforesaid.

This Instrument was Prepared by
GREGORY L. HOLZHAUER
Attorney at Law
P. O. Box 880
Winter Park, FL 32790-0880

[Signature]
Notary Public
Print Name: _____
My Commission Expires: _____

W:\WPFILES\GLH\GALLIMOR\TCREK-AK.JDR
2/28/96 (8:18 am)



JOINDER AND CONSENT

DUAL SOUTH, by and through J. TODD SOUTH, his attorney-in-fact, as the owner in fee simple of lands described in the foregoing Declaration of Covenants and Restrictions for Turtle Creek hereby consents to, joins in and subjects its lands to the operation of the foregoing Declaration of Covenants and Restrictions for Turtle Creek.

IN WITNESS WHEREOF, DUAL SOUTH by and through J. TODD SOUTH as his attorney-in-fact has caused this instrument to be executed in his name as of the 22nd day of March, 1996.

Signed, sealed and delivered
in the presence of:

Betty A. Mueller
Print Name: Betty A. Mueller

Gregory L. Holzhauser
Print Name: GREGORY L. HOLZHAUSER

Dual South
DUAL SOUTH

By: J. TODD SOUTH, as Attorney-in-Fact
for DUAL SOUTH

2699 Lee Road, Suite 120
Winter Park, Florida 32789

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Orange Co FL 5617709

STATE OF FLORIDA
COUNTY OF ORANGE

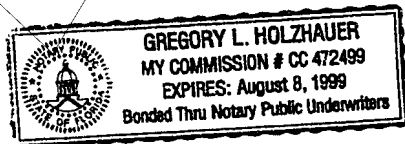
I HEREBY CERTIFY that on this 22nd day of March, 1996 before me personally appeared J. TODD SOUTH as Attorney-in-Fact for DUAL SOUTH, to me known to be the individual and officer described in and who executed the foregoing Joinder and Consent and acknowledged the execution thereof to be his free act and deed. He is personally known to me or has produced _____ as identification.

WITNESS my signature and official seal at Winter Park in the County of Orange and the State of Florida on the day and year last aforesaid.

This Instrument was Prepared by
GREGORY L. HOLZHAUSER
Attorney at Law
P. O. Box 880
Winter Park, FL 32790-0880

W:\WPFILES\GLH\GALLIMOR\TCREK-SH.JDR
3/13/96 (4:13 pm)

Gregory L. Holzhauser
Notary Public
Print Name: _____
My Commission Expires: _____



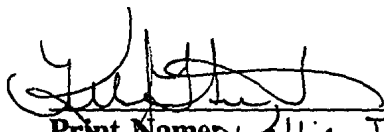
JOINDER AND CONSENT

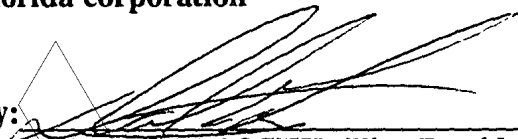
T & G CONSTRUCTORS, INC., a Florida corporation, as the owner in fee simple of lands described in the foregoing Declaration of Covenants and Restrictions for Turtle Creek hereby consents to, joins in and subjects its lands to the operation of the foregoing Declaration of Covenants and Restrictions for Turtle Creek.


IN WITNESS WHEREOF, T & G CONSTRUCTORS, INC., a Florida corporation has caused this instrument to be executed in its name and by its proper officer thereunto duly authorized as of the 22nd day of March, 1996.

Signed, sealed and delivered
in the presence of:

T & G CONSTRUCTORS, INC., a
Florida corporation


Print Name: Kellie J. Huston

By: 
DAVID GRABOSKY, Vice-President


Print Name: SANDRA BRADSHAW

600 S. Orlando Avenue, Suite 202
Maitland, Florida 32751

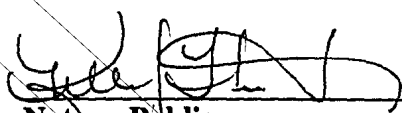
OR Bk 5058 Pg 2313
Orange Co FL 5617709

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this 22nd day of March, 1996 before me personally appeared DAVID GRABOSKY as Vice-President of T & G CONSTRUCTORS, INC., a corporation under the laws of the State of Florida, to me known to be the individual and officer described in and who executed the foregoing Joinder and Consent and acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized; and that the execution is the act and deed of said corporation. He is personally known to me or has produced _____ as identification.

WITNESS my signature and official seal at _____ in the County of Orange and the State of Florida on the day and year last aforesaid.

This Instrument was Prepared by
GREGORY L. HOLZHAUER
Attorney at Law
P. O. Box 880
Winter Park, FL 32790-0880


Notary Public
Print Name: KELLIE J. HUSTON
My Commission Expires July 12, 1996



COMMISSION # CC 213997 EXPIRES
July 12, 1996
BONDED THRU TROY FAJN INSURANCE, INC.

W:\WPFILES\GLH\GALLIMOR\TCREK-TG.JDR
3/21/96 (4:45 pm)

JOINDER AND CONSENT

BRIAN J. LYNCH and SUSAN L. LYNCH, as the owners in fee simple of lands described in the foregoing Declaration of Covenants and Restrictions for Turtle Creek hereby consent to, join in and subject their lands to the operation of the foregoing Declaration of Covenants and Restrictions for Turtle Creek.

IN WITNESS WHEREOF, BRIAN J. LYNCH and SUSAN L. LYNCH have executed this instrument as of the 4th day of April, 1996.

OR Bk 5058 Pg 2314
Orange Co FL 5617709

Signed, sealed and delivered
in the presence of:

Karen A. Joseph
Print Name: Karen A. Joseph

Brian J. Lynch
BRIAN J. LYNCH

Gregory L. Holzhauser
Print Name: GREGORY L. HOLZHAUSER

Susan L. Lynch
SUSAN L. LYNCH

Address: 7524 Seurat St. Apt. 102
Orlando, FL 32819

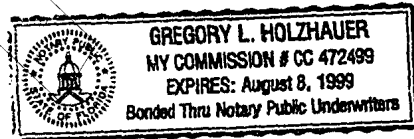
STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this 4th day of April, 1996 before me personally appeared BRIAN J. LYNCH and SUSAN L. LYNCH who executed the foregoing Joinder and Consent and acknowledged the execution thereof to be their free act and deed. They are personally known to me or have produced Florida Driver's license as identification.

WITNESS my signature and official seal at Orlando in the County of Orange and the State of Florida on the day and year last aforesaid.

Gregory L. Holzhauser
Notary Public
Print Name: _____
My Commission Expires: _____

This Instrument was Prepared by,
GREGORY L. HOLZHAUSER
Attorney at Law
P. O. Box 880
Winter Park, FL 32790-0880



W:\WPFILES\GLH\GALLIMORITCREK-MD.JDR
4/3/96 (2:47 pm)

JOINDER AND CONSENT

The undersigned, as the owner and holder of a mortgage encumbering the property described herein dated September 15, 1995, recorded September 19, 1995 in Official Records Book 4946, Page 3519; and a mortgage dated September 15, 1995, recorded September 19, 1995, in Official Records Book 4946, Page 3619, both in the Public Records of Orange County, Florida, hereby joins in and consents to the above Declaration of Covenants and Restrictions for Turtle Creek.

Signed, sealed and delivered
in the presence of:

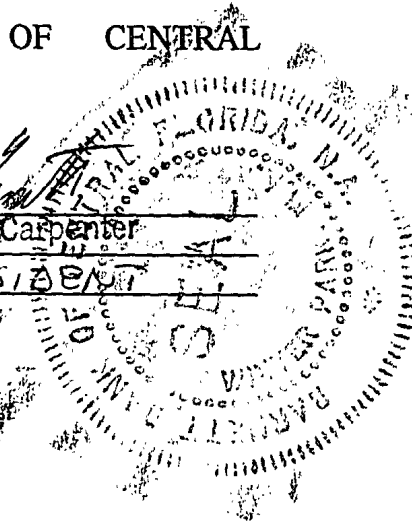
BARNETT BANK OF CENTRAL
FLORIDA, N.A.

Debra J. Grey
DEBRA J. GREY

Donna M. Large
DONNA M. LARGE

By: Bradley J. Carpenter
Name: Bradley J. Carpenter
Title: VICE PRESIDENT

P.O. BOX 678267
ORLANDO, FL.
32867-8267



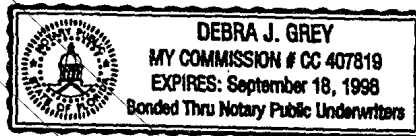
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28th day of February, 1996, by BRADLEY J. CARPENTER as VICE PRESIDENT of BARNETT BANK OF CENTRAL FLORIDA, N.A., a national banking corporation, on behalf of the corporation. He she is personally known to me or has produced _____ as identification.

Debra J. Grey
Notary Public
Print Name: DEBRA J. GREY
My Commission Expires:

This Instrument was Prepared by
GREGORY L. HOLZHAUER
Attorney at Law
P. O. Box 880
Winter Park, FL 32790-0880



OR Bk 5058 Pg 2315
Orange Co FL 5617709

JOINDER AND CONSENT

The undersigned, as the owner and holder of a mortgage encumbering the property described herein recorded in Official Records Book 5020, Page 3118 of the Public Records of Orange County, Florida, hereby joins in and consents to the above Declaration of Covenants and Restrictions for Turtle Creek.

OR Bk **5058** Pg **2316**
Orange Co FL **5617709**

Signed, sealed and delivered
in the presence of:

**FIRST MERCANTILE NATIONAL
BANK**

Gregory L. Holzhauser
Print Name: GREGORY L. HOLZHAUSER

By: *Dwayne R. Hamner*
Name: Dwayne R. Hamner
Title: Vice President

Betty A. Mueller
Print Name: Betty A. Mueller

425 U.S. Highway 17-92 South
Longwood, Florida 32752

**STATE OF FLORIDA
COUNTY OF ORANGE**

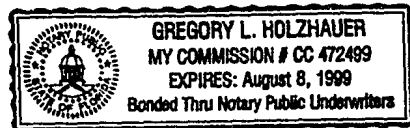
I HEREBY CERTIFY that on this 28th day of February, 1996 before me personally appeared Dwayne R. Hamner as Vice President of FIRST MERCANTILE NATIONAL BANK, a national banking corporation, to me known to be the individual and officer described in and who executed the foregoing Joinder and Consent and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized; and that the execution is the act and deed of said corporation. He/She is personally known to me or has produced _____ as identification.

WITNESS my signature and official seal at Winter Park in the County of Orange and the State of Florida on the day and year last aforesaid.

This instrument was Prepared by
GREGORY L. HOLZHAUSER
Attorney at Law
P. O. Box 880
Winter Park, FL 32790-0880

Gregory L. Holzhauser
Notary Public
Print Name: _____
My Commission Expires: _____

W:\WPFILES\GLH\GALLIMOR\TCREK-FM.JDR
2/28/96 (8:09 am)

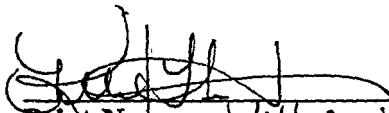


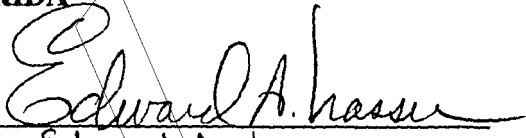
JOINDER AND CONSENT

The undersigned, as the owner and holder of a mortgage encumbering the property described herein recorded in Official Records Book 5036, Page 2117 of the Public Records of Orange County, Florida, hereby joins in and consents to the above Declaration of Covenants and Restrictions for Turtle Creek.

Signed, sealed and delivered
in the presence of:

**SOUTHERN BANK OF CENTRAL
FLORIDA**


Print Name: Kellie J. Huston

By: 
Name: Edward A. Nasser
Title: Vice President


Print Name: SANDRA BRADSHAW

201 East Pine Street
Orlando, Florida 32801


**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that on this 22nd day of March, 1996 before me personally appeared Edward A. Nasser as Vice President of SOUTHERN BANK OF CENTRAL FLORIDA, a Florida banking corporation, to me known to be the individual and officer described in and who executed the foregoing Joinder and Consent and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized; and that the execution is the act and deed of said corporation. He/She is personally known to me or has produced _____ as identification.

WITNESS my signature and official seal at _____ in the County of Orange and the State of Florida on the day and year last aforesaid.

This Instrument was Prepared by
GREGORY L. HOLZHAUER
Attorney at Law
P. O. Box 880
Winter Park, FL 32790-0880

W:\WPFILES\GLH\GALLIMOR\TCREK-SB.JDR
3/21/96 (4:25 pm)


Notary Public
Print Name: KELLIE J. HUSTON
My Commission Expires July 12, 1996
BONDED THRU TROY FAIN INSURANCE, INC.

OR Bk 5058 Pg 2318
Orange Co FL 5617709

JOINER AND CONSENT

The undersigned, as the owner and holder of a mortgage encumbering the property described herein recorded in Official Records Book 5023, Page 3865 of the Public Records of Orange County, Florida, hereby joins in and consents to the above Declaration of Covenants and Restrictions for Turtle Creek.

Signed, sealed and delivered
in the presence of:

SUNTRUST BANK, CENTRAL
FLORIDA, N.A.

Hazel M. Naugle
Print Name: Hazel M. Naugle

By: *Daniel M. Bruder*
Name: Daniel M. Bruder
Title: Vice President

Trina R. Nappi
Print Name: Trina R. Nappi

P.O. Box 3833
Orlando, Florida 32802-9955

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that on this 14th day of March, 1996 before me personally appeared Daniel M. Bruder as Vice President of SUNTRUST BANK, CENTRAL FLORIDA, N. A. a national banking corporation, to me known to be the individual and officer described in and who executed the foregoing Joinder and Consent and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized; and that the execution is the act and deed of said corporation. He/She is personally known to me ~~or has produced~~ as identification.

WITNESS my signature and official seal at Maitland in the County of Orange and the State of Florida on the day and year last aforesaid.

This instrument was Prepared by
GREGORY L. HOLZHAUER
Attorney at Law
P. O. Box 880
Winter Park, FL 32790-0880

W:\WPFILES\GLH\GALLIMORTCREK-ST.JDR
2/28/96 (8:06 am)

Angela M. Sless
Notary Public
Print Name: Angela M. Sless
My Commission Expires:



ANGELA M SLESS
My Commission CC395666
Expires Jul. 28, 1998
Bonded by ANB
800-852-5878

JOINDER AND CONSENT

The undersigned, as the owner and holder of a mortgage encumbering the property described herein recorded in Official Records Book 5037, Page 4556 of the Public Records of Orange County, Florida, hereby joins in and consents to the above Declaration of Covenants and Restrictions for Turtle Creek.

Signed, sealed and delivered
in the presence of:

**BARNETT BANK OF CENTRAL
FLORIDA, N.A.**

Michelle A. LaFleur
Print Name: Michelle A. LaFleur

By: Donna A. Garland
Name: Donna A. Garland
Title: Vice President

Jean M Paster
Print Name: JEAN PASTER

460 East Altamonte Drive
Altamonte Springs, Florida 32701

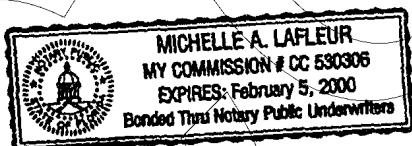
OR Bk **5058** Pg **2319**
Orange Co FL **5617709**

**STATE OF FLORIDA
COUNTY OF SEMINOLE**

Recorded - Martha D. Haynie

I HEREBY CERTIFY that on this 3rd day of May, 1996 before me personally appeared DONNA A. GARLAND as Vice President of BARNETT BANK OF CENTRAL FLORIDA, N. A. a national banking corporation, to me known to be the individual and officer described in and who executed the foregoing Joinder and Consent and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized; and that the execution is the act and deed of said corporation. He/She is personally known to me or has produced _____ as identification.

WITNESS my signature and official seal at Altamonte Springs in the County of Seminole and the State of Florida on the day and year last aforesaid.



Michelle A. LaFleur
Notary Public
Print Name: Michelle A. LaFleur
My Commission Expires: 2/5/2000

W:\WPFILES\GLH\GALLIMOR\TCREK-BB.JDR
4/4/96 (8:32 am)

This Instrument was Prepared by
GREGORY L. HOLZHAUER
Attorney at Law
P. O. Box 880
Winter Park, FL 32790-0880

RETURN TO: Tracy
Winderweedle, Haines, Ward & Woodman, P.A.
P. O. Box 880
Winter Park, FL 32790-0880

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TURTLE CREEK**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR TURTLE CREEK is made this 9th day of January, 1997, by Gallimore Southwest Fil Estate, Ltd., a Florida limited partnership (hereinafter referred to as the "Developer").

RECITALS

A. Developer and T.C.A. Development Company, a Florida corporation filed a certain Declaration of Covenants and Restrictions for Turtle Creek dated April 25, 1996, recorded May 15, 1996 in Official Records Book 5058, Page 2263, Public Records of Orange County, Florida (the "Declaration") which subjects certain real property lying in Orange County, Florida more particularly described in the Declaration to the covenants and restrictions contained therein.

B. Article XIII, Section 4 of the Declaration provides that the Developer may amend the Declaration for so long as the Developer or its affiliates hold title to not less than ten percent (10%) of the Lots affected by the Declaration.

Orange Co. FL 1997-0013997
FILED 05:14:34am
REC'D 04
Rec 10.50
2704

C. The Developer currently holds title to more than ten percent (10%) of the Lots affected by the Declaration and desires to amend the Declaration all in the manner hereinafter appearing.

NOW, THEREFORE, the Developer hereby amends the Declaration as follows:

1. Article VI, Section 5 of the Declaration is hereby amended to provide that from and after January 15, 1997, the initial assessment or one-time entry fee for Water's Edge Lots and Boca Pointe Lots shall be and become six hundred dollars (\$600.00) and the initial assessment or one-time entry fee for Avalon Lots shall be and become four hundred dollars (\$400.00) which shall be due and payable upon transfer of a Lot to a Class A Owner; except that the fee shall not be due from an approved builder/contractor until sale by the approved builder/contractor, or upon occupancy or rental by the approved builder/contractor.

2. Article VIII, Section 2 (a) of the Declaration is hereby amended to provide that from and after January 15, 1997, no building shall be erected, altered, placed, or permitted to remain on any Water's Edge Lot other than one detached single family residence with heatable living area of not less than 3,500 square feet.

3. Article VIII, Section 2 (m) of the Declaration is hereby amended to provide that from and after January 15, 1997, the ARB will not approve any landscaping plan that does not show a minimum expenditure of six thousand dollars (\$6,000.00) for the front and side yards of Water's Edge Lots.

4. Except as herein specifically modified, the covenants and restrictions contained in the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this First Amendment to Declaration of Covenants and Restrictions for Turtle Creek as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GALLIMORE SOUTHWEST FIL ESTATE, LTD., a Florida limited partnership

By: Gallimore Turtle Creek, Inc. OR BK 5185 Pg 2705 FA 1997-0013997 Florida corporation, its general partner

Recorded - Martha O. Haynie

Mildred J. Prado
Name Printed: Mildred J. Prado

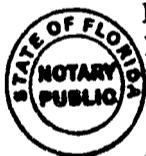
By: Ellsworth G. Gallimore
Ellsworth G. Gallimore,
President

Louise A. Ward
Name Printed: LOUISE A. WARD

1051 Winderley Place, Suite 307
Maitland, Florida 32751

STATE OF FLORIDA
COUNTY OF ORANGE

On this day, before me, the undersigned authority, personally appeared ELLSWORTH G. GALLIMORE as President of GALLIMORE TURTLE CREEK, INC., a Florida corporation, on behalf of the corporation as the general partner of GALLIMORE SOUTHWEST FIL ESTATE, LTD., a Florida limited partnership, on behalf of the partnership. He is personally known to me or has produced N/A as identification.



LOUISE A. WARD
My Comm Exp. 1/29/00
Bonded By Service Ins
No. CC526190
 Personally Known Other I. D.

Louise A. Ward
Notary Public LOUISE A. WARD
My commission expires: 1-29-00

THIS INSTRUMENT PREPARED BY:
Gregory L. Holzhauser
Winderweedle, Haines, Ward
& Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880

**SECOND AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TURTLE CREEK**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR TURTLE CREEK is made this 2nd day of September, 1998, by Gallimore Southwest Fil Estate, Ltd., a Florida limited partnership (hereinafter referred to as the "Developer").

RECITALS

A. Developer and T.C.A. Development Company, a Florida corporation filed a certain Declaration of Covenants and Restrictions for Turtle Creek dated April 25, 1996, recorded May 15, 1996 in Official Records Book 5058, Page 2263, Public Records of Orange County, Florida as amended by that certain First Amendment to Declaration of Covenants and Restrictions for Turtle Creek dated January 9, 1997, recorded January 15, 1997 in Official Records Book 5185, Page 2704, Public Records of Orange County, Florida (as amended, the "Declaration") which subjects certain real property lying in Orange County, Florida more particularly described in the Declaration to the covenants and restrictions contained therein.

B. Article XIII, Section 4 of the Declaration provides that the Developer may amend the Declaration for so long as the Developer or its affiliates hold title to not less than ten percent (10%) of the Lots affected by the Declaration.

C. The Developer currently holds title to more than ten percent (10%) of the Lots affected by the Declaration and desires to amend the Declaration all in the manner hereinafter appearing.

NOW, THEREFORE, the Developer hereby amends the Declaration as follows:

1. Article I, Definition (g) of the Declaration is hereby deleted in its entirety and is replaced with the following:

"(g) "Lot" shall mean and refer to any Lot on the various plats of portions of The Properties, 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 the Developer is not the Owner thereof, then designated by the Developer joined by the Owner thereof), and any Lot shown upon any re-subdivision of any such plat, and any other property hereafter declared as a Lot by the Developer and thereby made subject to this Declaration. Notwithstanding the foregoing, in the event that and for so long as two or more platted lots or portions of platted lots are combined into a single building site, that is, with a single residential dwelling thereon, such lots or portions of such lots so combined shall be considered as one Lot for all purposes hereunder, including, but not limited to the purposes of membership in the Association, voting rights and assessment amounts. In the event that, after the construction of the initial residential dwelling on a single building site comprised of two or more platted lots, the residential dwelling is replaced with residential dwellings located on their respective Lots, the building site shall be deemed severed and each severed parcel shall thereafter be considered a Lot for all purposes hereunder; provided, however that nothing herein contained shall be construed so as to permit the construction of more than one residential dwelling per platted lot. "

2. Except as herein specifically modified, the covenants and restrictions contained in the Declaration remain in full force and effect.


IN WITNESS WHEREOF, the Developer has executed this Second Amendment to Declaration of Covenants and Restrictions for Turtle Creek as of the day and year first above written.


Signed, sealed and delivered in the presence of:

GALLIMORE SOUTHWEST FIL ESTATE, LTD., a Florida limited partnership

By: Gallimore Turtle Creek, Inc., a Florida corporation, its general partner


Name Printed: David B. Brewer

By: 
Ellsworth G. Gallimore,
President


Name Printed: LOUISE A. WARD

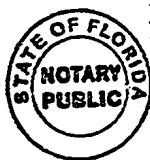
1051 Winderley Place, Suite 307
Maitland, Florida 32751

OR Bk 5563 Pg 4515
Orange Co FL 1998-0359966

STATE OF FLORIDA
COUNTY OF ORANGE

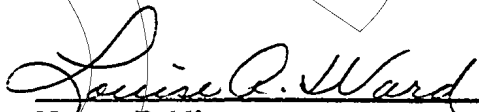
Recorded - Martha O. Haynie

The foregoing instrument was acknowledged before me this 2nd day of September, 1998 by ELLSWORTH G. GALLIMORE as President of GALLIMORE TURTLE CREEK, INC., a Florida corporation, on behalf of the corporation as the general partner of GALLIMORE SOUTHWEST FIL ESTATE, LTD., a Florida limited partnership, on behalf of the partnership. He is personally known to me or has produced N/A as identification.



LOUISE A. WARD
My Comm Exp. 1/29/00
Bonded By Service Ins
No. CC526190

Personally Known Other I.D.


Notary Public
My commission expires: 1-29-00

THIS INSTRUMENT PREPARED BY:

Gregory L. Holzhaucr
Winderweede, Haines, Ward
& Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880

This instrument is prepared by and return to:
Thomas R. Slaten, Jr., Esq.
Larsen & Associates, P.L.
300 S. Orange Avenue, Suite 1575
Orlando, Florida 32801
Telephone: (407) 841-6555

Cross-Reference to Declaration recorded
in Official Records Book 5058, Page 2263,
and amended in Official Records Book
5563, Page 4514 and in Official Records
Book 5563, Page 4514, Public Records of
Orange County, Florida

**THIRD AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TURTLE CREEK**

**THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS FOR TURTLE CREEK** is made this 6 day of May,
2020 by Turtle Creek Homeowners Association, Inc., a Florida not-for-profit corporation
(hereinafter referred to as the "Association").

RECITALS

WHEREAS Gallimore Southwest Fil Estate, Ltd. (the "Developer") and T.C.A.
Development Company filed that certain Declaration of Covenants and Restrictions for
Turtle Creek dated April 16, 1996 and recorded on May 15, 1996 in Official Records Book
5058, Page 2263, Public Records of Orange County, Florida;

WHEREAS, the Developer filed that certain First Amendment to the Declaration
of Covenants and Restrictions for Turtle Creek dated January 9, 1997 and recorded on
January 15, 1997 in Official Records Book 5185, Page 2704, Public Records of Orange
County, Florida;

WHEREAS, the Developer filed that certain Second Amendment to the Declaration
of Covenants and Restrictions for Turtle Creek dated September 2, 1998 and recorded on
September 4, 1998 in Official Records Book 5563, Page 4514, Public Records of Orange
County, Florida;

WHEREAS, Article XIII, Section 4 of the Declaration of Covenants and Restrictions for Turtle Creek, as amended, provides that the Owners holding 66-2/3% of the votes in the Association may amend the Declaration;

WHEREAS, Section 617.0701(4), Florida Statutes provides that the Owners may, if not prohibited by the Association's Articles of Incorporation and By-Laws, approve an amendment outside of a membership meeting by written consents signed by not less than the minimum votes necessary to authorize the amendment;

WHEREAS, the Articles of Incorporation of Turtle Creek Homeowners Association, Inc. dated April 16, 1996 and attached as Exhibit "B" to the Declaration, and the By-Law of Turtle Creek Homeowners' Association, Inc. dated April 23, 1996 and attached as Exhibit "C" to the Declaration, both of which were recorded on May 15, 1996 at Official Records Book 5058, Page 2297, Public Records of Orange County, Florida, and which By-Laws were amended by the Certificate of First Amendment to the By-Laws of Turtle Creek Homeowners Association, Inc. dated June 29, 2004 and recorded on July 8, 2004 in Official Records Book 7517, Page 2, Public Records of Orange County, Florida and amended by the Second Amendment to the By-Laws of Turtle Creek Homeowners Association dated December 17, 2014 and recorded on October 12, 2016 in Document Number 20160533468 of the Public Records of Orange County, Florida, and amended by the Third Amendment to the By-Laws of Turtle Creek Homeowners Association dated December 16, 2015 and recorded on January 7, 2016 in Document Number 20160010135, and amended by the Fourth Amendment to the By-Laws of Turtle Creek Homeowners Association dated and recorded on October 12, 2016 in Document Number 20160533469, do not prohibit approving amendments outside of a membership meeting by written consents signed by not less than 66-2/3% of the votes of the membership;

WHEREAS, Owners holding not less than 66-2/3% of the votes of the membership signed written consent forms authorizing amendments to Article IX, Sections 28 and 29 of the Declaration of Covenants and Restrictions for Turtle Creek pursuant to Section 617.0701(4), Florida Statutes.

NOW, THEREFORE, Turtle Creek Homeowners Association, Inc. hereby amends Article IX, Sections 28 and 29 of the Declaration of Covenants and Restrictions for Turtle Creek to read as follows:

ARTICLE IX

CERTAIN RULES AND REGULATIONS

Section 28. Short Term Rentals Prohibited. Short term, transient, vacation, and hotel rentals are prohibited. This prohibition applies to any leases of Lots and Units (homes) that are for less than six (6) consecutive months and includes, but is not limited to, the following:

- (1) Short term rentals, defined to mean any lease, rental, or other transient

occupancy for less than 30 days, or which is advertised or held out to the public as a place regularly rented to guests;

(2) Transient, vacation and/or hotel/motel rentals, or other transient occupancy, including, but not limited to, bed and breakfasts;

(3) Multi-family or non-family group occupancy, including rooming houses and/or leasing or renting portions of a Unit, vehicle, vessel, or structure, such as individual rooms, to non-family members;

(4) Commercial use governed by Chapter 509, Florida Statutes regarding lodging;

(5) Timeshares;

(6) Uses subject to Orange County's tourist development tax on short-term rentals;

(7) Uses that violate the Orange County Code, including, but not limited to, Orange County zoning restrictions.

The foregoing use restrictions do not prohibit owners from renting their Units for six (6) months or more, provided the rental does not subdivide the Unit and Lot such that multiple families are occupying the Unit at the same time as described in three. above.

In order to enable the Association to confirm compliance with this restriction, all rental agreements must be in writing and for a term of not less than six (6) months. Owners must provide a copy of their written lease to the Association prior to any tenants occupying a Unit and Lot.

ARTICLE IX

CERTAIN RULES AND REGULATIONS

Section ~~28~~ 29. Additional Rules and Regulations. The Board of Directors of the Association may from time to time adopt additional rules and regulations of the Association without the necessity of recording an amendment hereto or thereto in the public records; provided, however, that if any such rules and regulations solely affect the Avalon Lots, a majority of the Board of Directors of the Avalon Homeowners Association, Inc. must approve such rules and regulations. Such rules and regulations shall be published and available upon request by any member.

IN WITNESS WHEREOF, Kathryn Tapia, as President of Turtle Creek Homeowners Association, Inc., hereby attests that 190 Owners out of 276 Owners of Turtle Creek Homeowners Association, Inc. authorized and consented in writing to the foregoing amendments to Article IX, Sections 28 and 29 of the Declaration of Covenants and Restrictions for Turtle Creek.

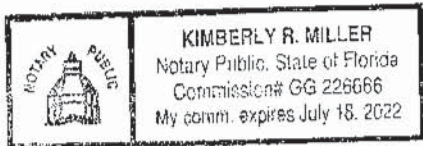
**TURTLE CREEK
HOMEOWNERS
ASSOCIATION, INC.**

Kathryn D. Tapia
Kathryn Tapia, President

By: *[Signature]*
Witness Signature
Print Name: WIZ FOPAN

STATE OF FLORIDA
COUNTY OF ORANGE

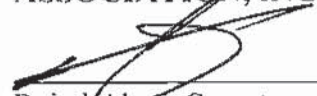
The foregoing instrument was acknowledged before me this 6 day of May, 2020, by Kathryn Tapia as President of Turtle Creek Homeowners Association, Inc., a Florida Corporation not-for-profit on behalf of the corporation. She is personally known to me or has produced EOC as identification.



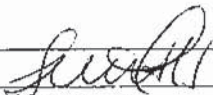
[Signature]
NOTARY PUBLIC
State of Florida
My Commission Expires: 7/18/2022

IN WITNESS WHEREOF, Raied Alani, as Secretary of Turtle Creek Homeowners Association, Inc., hereby attests that 190 Owners out of 276 Owners of Turtle Creek Homeowners Association, Inc. authorized and consented in writing to the foregoing amendments to Article IX. Sections 28 and 29 of the Declaration of Covenants and Restrictions for Turtle Creek.

**TURTLE CREEK
HOMEOWNERS
ASSOCIATION, INC.**

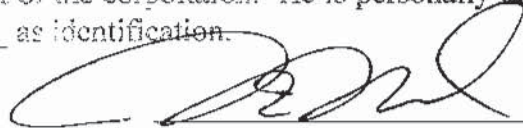


Raied Alani, Secretary

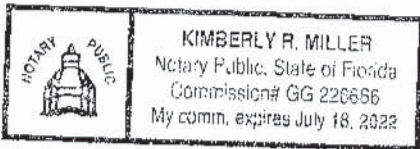
By: 
Witness Signature
Print Name: UTA FORAN

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6 day of May, 2020, by Raied Alani as Secretary of Turtle Creek Homeowners Association, Inc., a Florida Corporation not-for-profit on behalf of the corporation. He is personally known to me or produced E. O. C. as identification.



NOTARY PUBLIC
State of Florida
My Commission Expires: 7/18/2022



This instrument prepared by and)
should be returned to:)
Robert L. Taylor, Esquire)
TAYLOR & CARLS, P.A.)
850 Concourse Parkway South, Ste. 105)
Maitland, Florida 32751)
(407) 660-1040)



INSTR 20040372689
OR BK 07481 PG 3277 PGS=3
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
06/14/2004 08:32:07 AM
REC FEE 27.00

**TURTLE CREEK COMMUNITY PUBLICATION OF
BOARD ADOPTED AMENDMENTS TO
RULES AND REGULATIONS**

THIS PUBLICATION OF BOARD ADOPTED AMENDMENTS TO THE TURTLE CREEK RULES AND REGULATIONS is made this 28th day of April, 2004.

WHEREAS, the Declaration of Covenants and Restrictions for Turtle Creek is recorded at Official Records Book 5058, Page 2263, and is amended at Official Records Book 5185, Page 2704, and further amended at Official Records Book 5563, Page 4514, all being in the Public Records of Orange County, Florida (hereinafter "Declaration"); and

WHEREAS, Article IX of the Declaration, which is entitled "Certain Rules and Regulations", contains 27 separate "Rules and Regulations" regulating the use of the Lots and Common Areas located in the Turtle Creek Community; and

WHEREAS, Section 28 of that Article IX states as follows:

Section 28. Additional Rules and Regulations. The Board of Directors of the Association may from time to time adopt additional rules and regulations of the Association without the necessity of recording an amendment hereto or thereto in the public records; provided, however, that if any such rules and regulations solely affect the Avalon Lots, a majority of the Board of Directors of the Avalon Homeowners Association, Inc. must approve such rules and regulations. Such rules and regulations shall be published and available upon request by any member.

WHEREAS, in accordance with the above cited Section 28, the Board of Directors adopted the below stated amendment to existing Section 12 of Article IX; and

WHEREAS, also in accordance with the above cited Section 28, the Board of Directors is hereby publishing such amendment to all members.

NOW THEREFORE, from and after the date of this document, Section 12 of Article IX of the Declaration shall read as follows:

ARTICLE IX
CERTAIN RULES AND REGULATIONS

Section 12. Commercial Trucks, Trailers, Campers and Boats. No truck or commercial vehicles, or campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on The Properties, unless the Developer designates specifically certain spaces for some or all of the above. Provision for temporary visitation may be established by rules and regulations. This prohibition of parking shall not apply to temporary parking of

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trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to vehicles for personal use which are stored within garages, which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Developer or its affiliates. No on-street parking shall be permitted, except for temporary visitation.

Any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (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 notice is posted, neither its removal, nor failure of the owner to receive it for any other reasons, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, boats and trailers; and an affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

No vehicles commonly known as "three-wheelers", "two-wheel dirt bikes", "all-terrain vehicles", or "go-carts" or any other form of this motorized transportation shall be operated on the Properties. **This prohibition shall include motorized scooters, including so-called "go-peds," that are powered by a combustion engine.**

IN WITNESS THEREOF, this document is hereby executed as of the day and year first above written.

WITNESSES:

TURTLE CREEK HOMEOWNERS ASSOCIATION,
INC., A FLORIDA CORPORATION, NOT-FOR-
PROFIT

Paul L. Wean

By: Angelo J. Prevete

Print Name: Paul L. Wean

Print Name: ANGELO J. PREVETE
Its President

Eleanor C. Prevete

Address: 10610 EMERALD CHASE DR.

Print Name: Eleanor C. Prevete

ORLANDO, FL. 32836

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Paul L. Wean

Print Name: Paul L. Wean

Eleanor C. Preverte

Print Name: Eleanor C. Preverte

Attest: [Signature]

Print Name: DIANE K. MEYERS-SWAREZ
Its Secretary

Address: 2180 West S.R. 934, Suite 500
Longwood, FL 32779

(CORPORATE SEAL)

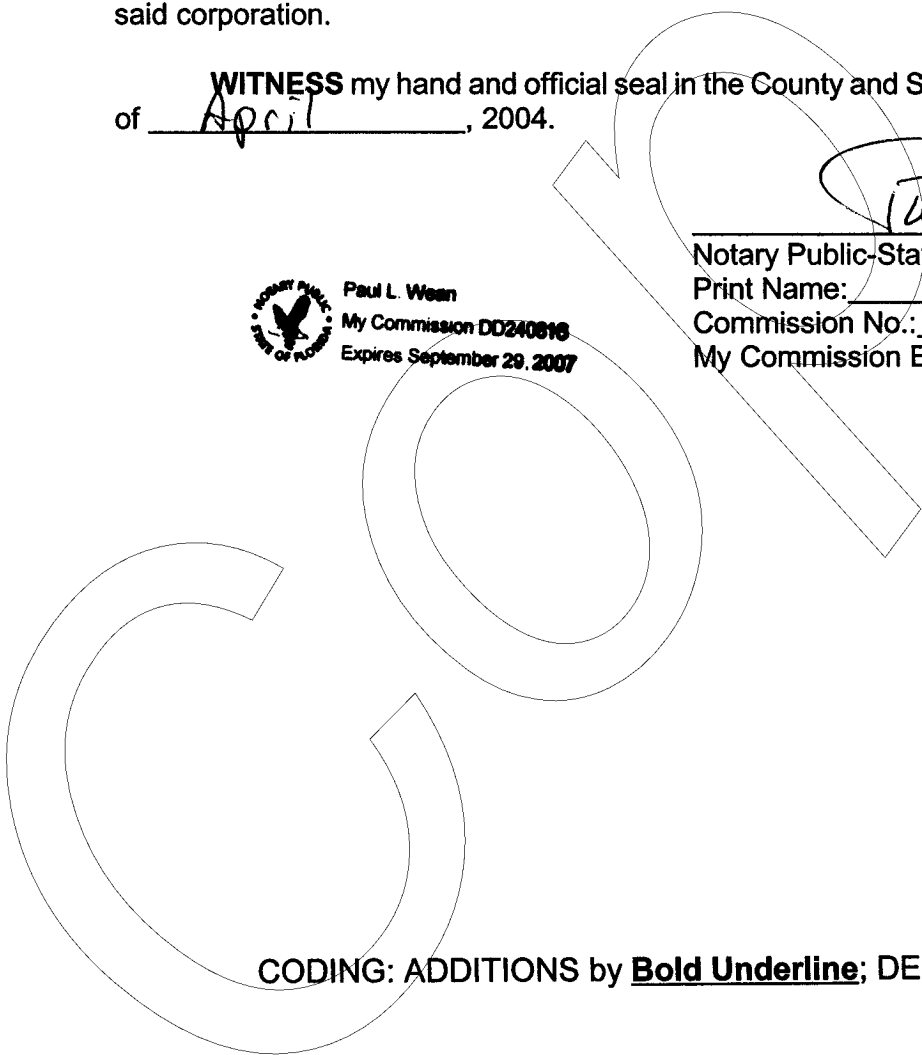
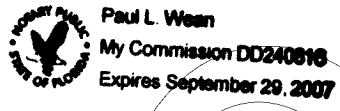
STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 28th day of April, 2004, by Angelo Preverte and Diane K. Meyers-Swartz and ~~who~~ are personally known to me to be the President and Secretary, respectively, of **TURTLE CREEK HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION, NOT-FOR-PROFIT**, or ~~or~~ have produced _____ (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 28th day of April, 2004.

Paul L. Wean

Notary Public-State of Florida
Print Name: Paul L. Wean
Commission No.: _____
My Commission Expires: _____



CODING: ADDITIONS by **Bold Underline**; DELETIONS by **Strikeout**