

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HUNTINGTON**

This instrument creates and states the Declaration of Covenants, Conditions, and Restrictions of HUNTINGTON, and is executed this 29 day of July, 1987, by HUNTINGTON OAKS PARTNERSHIP, a Florida general partnership.

**WITNESSETH:**

For and in consideration of the premises and for other good and valuable considerations, Huntingdon Oaks Partnership, a Florida general partnership, as Developer (hereinafter referred to as "Developer") does hereby restrict the use, as hereinafter provided, of all the property and improvements included in the property described in Exhibit "A" (being hereinafter sometimes referred to as the "Land") and does hereby place upon the Land the following covenants to run with the title to the Land, and the grantees, their heirs, successors and assigns, of and under any deed conveying the Land, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to all of the covenants and to have covenanted and agreed to observe, comply with and be bound by the covenants, conditions and restrictions hereinafter set forth.

**ARTICLE I – DEFINITIONS**

Section 1.01. The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings:

- (a) "Association" shall mean and refer to HUNTINGTON HOMEOWNERS ASSOCIATION OF SEMINOLE COUNTY, INC., a Florida nonprofit corporation, together with its successors, legal representatives and assigns.
- (b) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- (c) "Bylaws" shall mean and refer to the Bylaws of the Association, as same may be amended from time to time.
- (d) "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of the Association, as same may be amended from time to time.
- (e) "Common Area" shall mean all of that property owned or to be owned by the Association for the common use and enjoyment of members of the Association.
- (f) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.
- (g) "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.
- (h) "Developer" shall mean and refer to Huntingdon Oaks Partnership, a general partnership formed under the laws of Florida, together with its successors, legal representatives, grantees and assigns, including the purchaser of its interest at a foreclosure sale.
- (i) "Development" shall mean HUNTINGTON residential community, located in Seminole County, Florida, on the real property described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association or encumbered by this Declaration.

- (j) " Dwelling " shall mean and refer to a single family residence located on a Lot. The word Dwelling may, when the context so requires, be used interchangeably herein with the words Lot and Unit.
- (k) " Land " shall mean and refer to all of the lands and improvements described in Exhibit " A " and any additions or amendments thereto.
- (l) " Lot " shall mean and refer to any area of real property, which is included in Exhibit " A ", and is so designated as such on a recorded Plat or conveyed by the Developer to an Owner, whether or not said Lot is improved with a Dwelling Unit, and a lot may include any portion or portions of any other Lots as such are designated and described on a Plat. The word " Lot " may, when the context so requires, be used interchangeably herein with the words " Unit " or " Dwelling ".
- (m) " Member " shall mean and refer to those Owners entitled to membership as set forth in Article VI.
- (n) " Owner " shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the " Land ".
- (o) " Plat " shall mean and refer to any recorded or unrecorded subdivision map or maps of all or a portion of the Land.
- (p) " Regulations " shall mean and refer to any rules or regulations respecting the use of the land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.
- (q) " Unit " shall mean and refer to a single family Dwelling Unit situated upon the Land. The word " Unit " may, when the context requires, be used interchangeably herein with the words " Lot " or " Dwelling ".
- (r) Structure shall have the same meaning as used in the Seminole County Building Code.

## **ARTICLE II – RESTRICTIONS**

**Section 2.01 – Lots.** The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot or the land other than the Unit. No buildings or other improvements at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic, or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation.

**Section 2.02 – Vehicular Parking.** Except as provided in Section 2.08, no vehicle shall be parked on any part of the Land, except on paved streets and paved driveways. No vehicles may park on paved streets overnight. No commercial vehicles, except those present on business, shall be parked on the Land. No trailers, boats, campers, trucks, mobile homes, or motorcycles may be parked in the Development unless parked inside garages and concealed from public view. Motorized recreational vehicles shall not be parked in the Development unless parked inside garages and concealed from public view.

**Section 2.03 – Unit Plates and Mailboxes.** A mailbox and the number of the residence shall be placed on each Lot. The size, locations, design, style and type of material for each such mailbox and number of the residence shall be as designated by Developer or approved by the Architectural Control Committee.

Section 2.04 – Signs.

- (a) Except as otherwise permitted herein, no sign or any character shall be displayed or placed upon any Lot, except “For Sale” or “For Rent” signs, which signs may refer only to the particular Lot on which displayed, and shall not exceed thirty-six inches (36”) by twenty-four inches (24”). Developer may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section.
- (b) Nothing contained in these Covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model homes, and other structures as Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

Section 2.05 – Aerials. No exterior radio or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices of any kind shall be installed or maintained on the exterior of any unit or on any portion of any Lot.

Section 2.06 – Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Unit which causes interference with normal television or radio reception of any other Units.

Section 2.07 – Animals. No horses, exotic animals, mules, ponies, donkeys, burros cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry or guineas shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Domesticated household pets may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals shall, in the sole and exclusive opinion of Developer, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive or wildlife, they may not thereafter be kept in or on the Lot or Unit.

Section 2.08 – Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on any part of the Land or Development, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood or Development. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Land. No bicycles, cars, trucks, vehicles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or permitted to stand for any period of time on the Common Area.

Section 2.09 – Resubdividing. The Lots shall not be resubdivided, replotted, or divided without the prior written consent of Developer.

Section 2.10 – Clotheslines. Clotheslines are not permitted unless they are completely hidden from the view of person off the Lot. No clothing, bedding, or other similar items shall be hung over or any windows, doors, walls, or fences if the same be visible from any street.

Section 2.11 – Fences, Walls, and Hedges. There shall be no fences permitted on a Lot within the Development unless they comply with the requirements below and are approved by the Architectural Control Committee. Provided, however, Developer, so long as Developer or builders designated by Developer maintains any model homes within the Development, shall have the right to fence the entire lot or any part of Lots being used as models in contradiction to this provision and any other provision of this Declaration.

- (a) Perimeter. Subject to the provisions set forth in Section 2.11(d) fences not in excess of six (6) feet in height may be installed around the perimeter of a Lot if they are of a material, color, and size approved by the Architectural Control Committee. The installation of chain-link fences is prohibited.
- (b) Privacy. The size, material, color and location of all privacy fences or walls must be approved by the Architectural Control Committee. Landscape buffers may be required on the outside of any privacy fences and walls by the Architectural Control Committee
- (c) All fences must be installed with the posts on the inside and must have landscape buffers as may be required herein. All fencing, walls, and landscape buffers shall be maintained in a good condition by the Owner.
- (d) Locations. No fence may be constructed in the following areas:
  - 1. Between the street facing the front of the Dwelling (the “Front Street”) and a straight line connecting the front living area of the Dwelling to the Side Lot Lines (the “Front Dwelling Line”); or
  - 2. Between the street facing the side of the Dwelling (the “Side Street”) and a straight line connecting the side of the Dwelling to the Rear Lot Line (“Side Dwelling Line”).
  - 3. Any and all easement areas as set forth in the plat of Huntington.
  - 4. There are certain lots which are subject to drainage easements of ten (10) and forty (40) feet in width along the rear lot lines. No fences may be constructed along the rear lot lines of those lots. On those lots, a fence may be constructed along the interior easement boundary so long as a gate is installed to provide access to the easement area for maintenance purposes.
- (e) Special Provisions. Notwithstanding anything to the contrary, the Developer and the Association, as successor of the Developer, shall have the right to install and maintain walls and fences around the perimeter of the Development on individual Lots, with said fences or walls to be maintained by the Association. Developer or builder designated by Developer, so long as Developer or builder designated by Developer maintains any model homes within the Development, shall have the right to fence the entire Lot or Lots being used as models as hereinbefore set forth in this Section. This Section 2.11 does not apply to completely enclosed, screened areas attached to the Dwelling. A decorative wall or fence that is forward of the Front or Side Dwelling Lines shall be permitted if approved by the Architectural Control Committee.

Section 2.12 – Carriage Lights. The size, location, number, design, style and type of material for free-standing carriage lights shall be as designated by the Developer or approved by the Architectural Control Committee.

Section 2.13 – Lot Maintenance. The Owner or each Lot shall, at his or her own expense, keep such Lot, including any easement areas located on such Lot, free of tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash, and rubbish, and shall keep such Lot at all times in a neat and attractive condition. In the event the Owner fails to comply with the preceding sentence of this Section 2.13, the Association shall have the right, but not the obligation, to go upon such Lot and to cut and remove tall grass, undergrowth, and weeds, and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot which expense shall constitute a special assessment against the Lot.

Section 2.14 – Regulations. Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Developer or the Association as successor

to the Developer in the manner provided by the Articles of Incorporation and Bylaws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the land upon request.

Section 2.15 – Mining. No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot.

Section 2.16 – Casualties. In the event a Unit or any part thereof is damaged or destroyed by fire, casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting as the case may be, shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of the Common Area, to grass over and landscape the land previously underlying the improvements in a manner consisting with the surrounding area.

Section 2.17 – Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit or Common Area, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Association.

Section 2.18 – Street Lighting. Street lighting is provided by taxes or assessments therefore levied in accordance with applicable governmental ordinances, rules and regulations, now or hereafter in effect.

Section 2.19 – Structures and Dwellings. All Structures or Dwellings shall be located and positioned on Lot by Developer. No Structure or Dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached, single family dwelling. No Structure or Dwelling shall be erected nearer than forty (40) feet from a front lot line of any Lot. No structures or Dwelling shall be erected nearer ten (10) feet from a side lot line, except where said side lot line faces a street, in which case no Structure shall be erected nearer than twenty-five (25) feet from a side street lot line. No structure or Dwelling shall be erected nearer than twenty-five (25) feet from a rear lot line, provided that a swimming pool or its enclose may be constructed to within fifteen (15) feet of a rear lot line. A swimming pool may not be located in the front yard of any Lot, nor past the building on a side street lot line. The Developer or the Architectural Control Committee may alter the front, rear, and swimming pool set backs as long as such alterations do not conflict with Seminole County regulations.

Section 2.20 – Dwellings and Garages.

- (a) No Dwelling shall have a square foot area of less than two thousand four hundred (2,400) square feet, exclusive of screened area, open porches, terraces, patios and garages. In the case of a two story or split level Dwellings, the ground floor must be no less than one thousand four hundred (1,400) square feet, exclusive of screened areas, open porches, terraces, patios and garages.
- (b) No Dwelling shall exceed two and one-half (2-1/2) stories in height.
- (c) No projections of any type shall be placed or permitted to remain above any roof of the Dwelling with the exception of one more chimneys or vent stacks. No solar collectors shall be visible from any front street.
- (d) No Dwellings shall have an exposed structural block, imitation brick, or imitation stone face.
- (e) All Dwellings shall be constructed with solid concrete driveways or decorative pavers approved by the Architectural Control Committee.
- (f) All oil, soft water tanks, air conditioner compressors, wood piles or other ancillary or mechanical equipment, including, but not limited to, water softeners, well pumps, sprinkler

pumps or pool heaters shall not be visible from a street and shall be suitably screened so as not to be visible from any Lot or street. Use of window or wall unit air conditioners is prohibited.

- (g) No elevation changes shall be permitted which materially adversely affect the surface grade or drainage of or to surroundings Lots.

Section 2.21 – Tree Removal and Landscaping. There shall be no removal of trees or clearing of a Lot, other than clearing of underbrush, until such time as the Architectural Control Committee has approved in writing a general, conceptual landscape plan that designates specifically those existing trees to be retained and preserved on the Lot. Thereafter, each Dwelling shall comply with the following landscaping requirements:

A landscape plan shall be drawn by an approved Florida Registered Landscape Architect and sealed, and must have the prior written approval of the Developer and the Architectural Control Committee and must at least meet the requirements hereinafter set forth.

- (a) All Lots shall have entire solid sodded front, side and rear lawns of Floratam sod or such substitute sod as approved by Developer and the Architectural Control Committee except in approved landscape areas as submitted on the landscape plan.
- (b) The front and side yards of all Lots shall have a one hundred percent (100%) underground installed sprinkler system with automatic timer.

The Owner shall, at his own expense, design and install all landscaping on the Lot in accordance with these provisions. If, at the time construction of a Dwelling is completed, the Owner has not installed said landscaping the Developer may, at the expense of the Owner, design and install all landscaping on the Lot, which expense shall constitute a special assessment against the Lot. Future additions or modifications to the landscaping on a Lot must be approved by the Architectural Control Committee.

Section 2.22 – Use of Accessory Structures. No tent, shack, garage, barn or other out building shall at any time be erected and used temporarily or permanently as a residence or for any other purpose, except as approved by the Architectural Control Committee, nor shall any trailer be parked permanently or temporarily as a residence or for any other purpose on any of the Lots in the Development; provided, however, temporary buildings, mobile homes, or field construction offices may be used by contractors in connection with construction work.

Section 2.23 – Amendments and Modifications by Developer. Notwithstanding any provisions of these restrictions to the contrary, Developer, its successors and designated assigns, reserves the right and authority for a period of ten (10) years from the date of recording the original restrictions to amend, modify or grant exceptions or variances from any of the restrictions set forth in this Article II without notice to or approval by any Lot Owners of the Development or Association.

Section 2.24 – Refuse Collection. All trash, garbage or other refuse shall be maintained in a location not visible from the front property line, and shall be placed for pickup not earlier than the evening preceding pickup, and any and all containers for such trash, garbage or refuse shall be returned no later than the evening of pickup to their normal location. No weeds, rubbish, debris, objects or materials of any kinds shall be placed or permitted to accumulate upon any property within the land if it renders the land or any part thereof unsanitary, unsightly, offensive or detrimental to the land, the Development or any Lot. Notwithstanding anything contained herein to the contrary, it is understood that Developer reserves the right to maintain normal construction debris on any Lot until the Certificate of Occupancy for any Dwelling located on such lot is issued; provided, however, during construction of Dwelling units, Lots shall be cleaned and cleared of debris not less than two (2) times during such period.

Section 2.25 - Ordinances. Every Owner, their licensees, guests, invitees, and tenants shall at all times abide by all county or other governmental ordinances, including, but not limited to, ordinances with regard to pets and leases, parking ordinances, and ordinances regarding conduct.

Section 2.26 – Pumping. The Owners of any Lot which includes or is adjacent to a pond, creek, bayhead, or other body of water shall not draw down said body of water by pumping or draining therefrom.

Section 2.27 – Skateboard Ramps. No skateboard or bicycle ramp, structure, or other apparatus of any sort used in conjunction with a skateboard or bicycle shall be installed or maintained on any portion of any Lot.

Section 2.28 – Proviso. Until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the unsold Lots and Common Area without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, construction office, the showing of the Land and the display of signs and the use of Lots a parking lots notwithstanding anything contained herein to the contrary.

### **ARTICLE III – UTILITIES, EASEMENTS AND ROADS**

Section 3.01 – Easements. Perpetual easements (herein called “Easements”) for the installation or maintenance of utilities, including storm sewer, sanitation sewer, gas, electricity, water, telephone, cable television and other utilities of every kind and nature now or hereafter constituting utilities (herein generally referred to as “Utilities”) and drainage areas are hereby reserved both to the Developer and the County of Seminole in and to all utility easement and drainage areas are hereby reserved both to the Developer and the County of Seminole in and to all utility easement and drainage easement areas (herein called “Easement Areas”) shown on the Plat, which Easements on an exclusive or nonexclusive basis to any person, corporation or governmental entity (herein called “Utility Providers”) and who shall furnish Utilities or services to the Development or other property. Neither the Easement rights reserved pursuant to this paragraph, nor as shown on the Plat, however, shall impose any obligation on the Developer to maintain such Easement Areas or to install or maintain the Utilities or any retention or detention areas (hereinafter define), nor any pipes, lines, culverts, channels or other facilities or improvement that may be located on, in or under each Easements, or which may be served by them within Easement Areas. No structure, irrigation system, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of the Easement Areas or any Utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow or water through drainage channels in any Easement Area, or which may reduce the size of any ponds, creek, lakes, or other water retention areas (herein referred to as “Retention or Detention Areas”) which are shown on the Plat or which may be constructed in such Easement Areas.

Section 3.02 – Maintenance of Easements. The Owners of the Lot or Lots, subject to the privileges, rights and Easements referred to in this Article III, shall acquire no right, title, or interest in or to any poles, wires, cables, conduits, pipes, in, over, or under, the property which is subject to said privileges, rights and Easements. Easement Areas of each Lot, including easements and plantings thereon, whether reserved by the Developer, and all facilities and improvements in such the Lot, except for those improvements for which the Utility Provider is responsible, and except for the areas designated in Section 7.01, which shall be maintained by the Association. With regard to specific Easements for drainage as shown on the Plat, the Developer shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such Easement Area, including slope control areas.

### **ARTICLE IV – PROPERTY RIGHTS**

Section 4.01 – Owners Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the rights of the Developer reserved herein and subject to the following provisions:

- (a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area.
- (b) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against his Lot or Unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Notwithstanding anything contained herein to the contrary, assessments shall continue during any suspension period.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded.
- (d) The right of the Association, in accordance with its Articles and its Bylaws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of each class of Members to mortgage said properties. Said mortgage shall be subordinate to the member's rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided that under no circumstances shall the rights of the members of ingress, egress and parking be affected.
- (e) The right of the Association to take such steps as is reasonably necessary to protect the Common Area against an attempted foreclosure.
- (f) The right of the Association to grant access to police, fire, and other public vehicles.

Section 4.02 – Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the Members of his family, to his guests and to his tenants, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any Member to pay assessments as provided in Article VIII.

Section 4.03 – Limitation Upon Use of Common Areas. No Owner may plant, garden, erect, or maintain fences, hedges, walls or other improvements upon the Common Area except those improvements installed by Developer in connection with the development of the land or approved by the Architectural Control Committee. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area.

## **ARTICLE V – ARCHITECTURAL CONTROL**

Section 5.01 – Architectural Control Committee. The Board shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee (hereinafter sometimes referred to as the Committee"). No Member of the committee shall be entitled to compensation for services performed; but the committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control committee shall have full power to regulate all exterior changes to the lots, Dwellings, or Units in the manner hereinafter provided.



Section 5.02 – Committee Authority. No exterior additions or alterations, including exterior coloring, to any building, Structure, or Lot in the Development, tree removal, landscaping, and additional landscaping, fences or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained, except such as are installed or improved by the Developer in connection with the initial construction of the buildings and improvements within the Development until the same is approved by the Architectural Control Committee. The Committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Land as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Land as a residential community, or both. The committee shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board had not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 5.03 – Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved, or made by Developer, until the plans and specifications, showing the nature, kind, shape, height, materials, location, color and approximate cost of the same shall have been submitted to, and approved by, the Committee in writing. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or an Owner may resort immediately to any other lawful remedy for such violation.

Section 5.04 – Procedure. As is set forth in Section 5.02, supra, the Committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself as the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the committee and report such application to the Committee with such person's recommendations for committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable.

Section 5.05 – Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article, unless the Board or committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Land; and (b) shall protect and conserve the value and desirability of the land as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Land as a residential community.

Section 5.06 – Developer Consent. Any and all actions of the Committee as to Lots owned by the Developer must have the written approval of Developer, unless such approval is waived in writing by Developer.

Section 5.07 – Exculpation of Developer and Committee. Developer and Committee cannot and shall not be held responsible for any loss or damage to any person arising out of the approval and disapproval of plans, designs, or construction errors. Nor shall Developer or Committee be held responsible for loss or damage to any person arising out of non-compliance with any zoning law or ordinance or land use or building regulation.

## **ARTICLE VI – MEMBERSHIP AND VOTING RIGHTS**

Section 6.01 – Members. Every Owner of a Lot shall be a member of the Association as designated in Section 6.02 of this separated from ownership of a Lot which is subject to assessment or from occupancy of a Unit.

Section 6.02 – Membership Classes and Voting Rights. The Association shall have the following two (2) classes of voting membership:

- (a) Class A. Class A Members shall be all Owners except the Developer for so long as the Developer contains Class B voting rights as defined herein, of Lots and shall be entitled to one (1) vote for each such Lot so owned.
- (b) Class B. The Class B Member shall be the Developer and shall be entitled to one hundred sixteen (116) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when one of the following occurs:
  - 1. When the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in the Class B membership; or
  - 2. On December 31, 1992.

Section 6.03 – Joint Owners. When more than one person holds an interest in any Lot, all such persons shall be members of the association; provided, however, that Owners votes shall be exercised as provided above or as all such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot not owned by the Developer.

## **ARTICLE VII – ASSESSMENTS**

Section 7.01 – Purpose of Assessment. The Association shall have the authority to levy assessments against each Lot or Unit to be used exclusively to promote the recreation, health, safety, and welfare of the resident in the Development and for the improvement and maintenance of the Common Area, and those easement areas to be maintained by the Association including: two fifteen (15) feet landscape buffer areas situated on portions of Lots 1, 2, 3, 4, 22 as set forth on the Plat and the landscaped island situated within the right-of-way at the entryway adjacent to Chapman Road, including, but not limited to, cost of repair, replacement and additions thereto; cost of labor, equipment, materials, management, and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants, and other professionals to represent the Association when necessary or useful; the employment of security personnel; and such other needs as may arise.

Section 7.02 – Creation of Lien. In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against each Lot. The Developer, for each Lot owned within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, (3) special assessments for emergencies as needed for purposes other than as a capital improvement, and (4) specific assessments

against any particular Lot which were established pursuant to the terms of this Declaration. All such assessments, together with interest, cost and reasonable attorneys fees, shall constitute a lien upon the Lot against which each such assessment is levied and shall run with the land, and shall take priority from the date the notice of lien for delinquent assessments is filed in the Public Records of Seminole County, which notice shall state the description of the Lot, the Owner's name, the amount due and the date due. The lien shall be prior to and superior in dignity to the creation of any homestead status but subordinate to any first mortgage as hereinafter set forth. Every Owner of a Lot hereby consents to the imposition of such lien prior to any homestead status until paid in full.

Section 7.03 – Special Assessments. In addition to the annual assessment authorized, the Association, through its Board of Directors, may levy in any assessment year a special assessment or assessments for capital improvement or emergency purposes, and any such assessment shall be approved by no less than two-thirds (2/3) of each class of Members. Notwithstanding the foregoing, a special assessment authorized under Section 8.01 (b), Article VIII, and Sections 2.13 and 2.20, Article II hereof, need be approved only by the Board of Directors and not the two-thirds (2/3) vote of the membership.

Written notice of any meeting called for the purpose of making the levy of a special assessment requiring approval of the membership shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

Section 7.04 – Annual Assessments. Annual assessments shall be determined for each Lot by the Board of Directors of the Association prior to January 1<sup>st</sup> of each year for all assessable property by determining the sum necessary to fulfill the obligations and purpose of said assessment. Written notice of the annual assessment shall then be sent to every Owner subject thereto and the due date shall be established by the Board of Directors, which may be monthly, quarterly or on an annual basis. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Notwithstanding anything contained herein to the contrary, the Developer, as a Class B Member, shall not be obligated to pay annual assessments for the period of time the Developer pays any amount of common expenses incurred and not produced by the special and annual assessments collectible from Class A Members. For purposes of this calculation, replacement reserves or capital expenditures shall not be considered as common expenses. Developer, at its option, may elect to pay annual assessments for Lots it owns rather than subsidize the Association as hereinbefore set forth.

Section 7.05 – Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for each Lot and may be collected on a monthly, quarterly, or annual basis.

Section 7.06 – Commencement of Annual Assessments; Due dates. The annual assessments provided for herein shall commence as to each Lot at the time of the closing of the purchase of each Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates for assessments shall be established by the Board of Directors of the Association.

Section 7.07 – Remedies of the Association for Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys fees, which costs expenses and attorney's fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessment against the Lot which becomes due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Areas. Any suit to recover money judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of the lien securing the same. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of lien shall be

executed by the Association or its representative and recorded in the public Records of Seminole County, Florida.

Section 7.08 – Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. Any mortgages which obtains title to a Lot as a result of foreclosure of such a first mortgage that is lieu of such foreclosure, shall not be liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said expense of the Association and collectible from all Owners, prorate, including the acquiring mortgagee, its successor or assign. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Unit from the lien for assessments made thereafter. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

Section 7.09 – Exempt Property. All properties dedicated to and accepted by a public authority and all properties owned by the Association shall be exempt from assessments created herein.

Section 7.10 – Rights of Governmental Authorities. In the event any municipality or other governmental authority performs the obligations of the Association for the maintenance of any facilities or land within the “Development,” then said municipality or governmental authority shall have legally enforceable liens against all land and each residential Unit in the “Development” and the same enforcement rights afforded the Association.

## **ARTICLE VIII- MAINTENANCE OF COMMON AREA AND LOTS**

Section 8.01. The responsibility for the maintenance of the Common Area and Lots within the Development shall be as follows:

- (a) Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and any improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Common Area shall consist of those areas designated on the plat as “Tract A” and “Tract E.”
- (b) Lots. Each Lot-Unit Owner shall be responsible for the maintenance of his Lot-Unit, and right-of-way areas, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks, and other exterior improvements located within a Lot. In the event an Owner fails to maintain the exterior of his Lot and Unit in a good, clean, attractive, and sanitary condition, or in the event the Board of Directors of the Association deems it in the best interest of the Development, then the Association may provide said maintenance after delivery of seven (7) days written notice to the Unit Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot. The Association shall have a reasonable right of access and entry upon any Lot to do work reasonably necessary for the proper operation and maintenance of the Development.
- (c) Taxes. The Association shall pay all real and personal property taxes and assessments for any property owned by the Association.
- (d) Insurance. The Association shall maintain adequate casualty and liability insurance on the Common Area, and fidelity bond coverage as specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements.
- (e) Drainage and Utility Easements. The Association shall not be responsible for maintaining any easement areas designated on the Plat as “Drainage and Utility Easement” which shall be maintained by the Lot Owners.

## **ARTICLE IX – REMEDIES**

Section 9.01 – Violations. Whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of this Declaration, Developer shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the owner of such property, which expense shall be payable by such Owner to Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make Developer liable in any way to any person, firm, corporation, or other entity for any damages on account thereof.

## **ARTICLE X – SPECIAL PROVISION TO SATISFY THE REQUIREMENTS OF FEDERAL NATIONAL MORTGAGE ASSOCIATION**

Section 10.01. The Association shall allow all Unit Owners, their lenders, insurers, and guarantors of first mortgages to inspect, during normal business hours, all of the records of the Association.

Section 10.02. Upon written request, the Association shall furnish its most recent annual statement to any holder of a first mortgage of a Unit in the Development.

Section 10.03. The Association may cancel, without penalty or cause, any contract or lease made by it before Unit Owners other than the Developer assume control of the Association, upon ninety (90) days written notice to the other party.

Section 10.04. Upon written request, the Association shall furnish the following notices to the holder, insurer, or guarantor of any mortgage on any Unit in the Development:

- (a) Notice of any condemnation or casualty loss that affects a material portion of the Development or the applicable Unit.
- (b) Notice of any delinquency or casualty loss that affects a material portion of the Development or the applicable Unit.
- (c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

## **ARTICLE XI – MISCELLANEOUS**

Section 11.01 – Approvals. Wherever in the Covenants the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until and after a request in writing seeking the same has been submitted to and approved in writing by Developer. In the event Developer fails to act on any such written request within thirty (30) days after the same has been submitted to Developer as required above, the consent or approval of Developer to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants herein contained.

Section 11.0-2 – Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to any person, firm, or corporation, including, but not limited to , the Association, any or all rights, powers, easements, privileges, authorities and reservations given to or

reserved by Developer by any part or paragraph of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities, or reservations in said Committee, except in the event aforesaid. None of the provisions of this Section 11.02 shall apply to or affect the provisions of Article VI.

Section 11.03 – Developer’s Rights. Developer reserves and shall have the sole and exclusive right:

- (a) To modify and amend these Covenants as may be required by the Federal National Mortgage Association, or other insurer of first mortgages upon the Units or Lots without acquiring the approval or joinder of any other Unit Owner or mortgagee.
- (b) To amend, modify, or grant exceptions or variances from any of the use restrictions set forth in Article II of this Declaration of Covenants, Conditions, and Restrictions without notice to or approval by other Owners or mortgagees. All amendments, modifications, exceptions, or variances increasing or reducing the minimum square footage of dwellings, pertaining to fence size, location of composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Developer under this subsection.
- (c) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other Unit Owner or mortgagee.
- (d) To include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants.
- (e) To cause additional lands to become subjected to this Declaration, which additions may be made whenever the Developer in its sole discretion deems appropriate. Any such additional lands that may be subjected to this Declaration may be of any size and contain any number of Lots as determined solely by Developer, along with any Common Property deemed appropriate by the Developer’s filing of record a Supplemental Declaration of Covenants, Conditions, and Restrictions, which shall extend the scheme of the Covenants, Conditions, and Restrictions of this Declaration to the real property described in any such Supplemental Declaration(s). Such Supplemental Declaration(s) shall be made by the Developer and shall not require consent of any Owner, Member, Mortgagee of a Lot or Dwelling, or the Association. Such Supplemental Declaration may contain such additions and modifications of the Covenants, Conditions, and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the additional lands being subjected to this Declaration. The Owner of each Lot in any additional lands subjected to this Declaration shall become a Member of the Association when the Supplemental Declaration is recorded in the Public Records of Seminole County, Florida, submitting the additional lands in which the lot is located to the terms of this Declaration; and, at that time the Owner may exercise all rights or a Member of the Association, including the right to vote, and shall become subject to the terms and conditions of this Declaration as provided in the Supplemental Declaration, including such obligations as payment of assessments as provided therein.
- (f) Notwithstanding anything contained herein to the contrary in this Declaration, the Articles of Incorporation or Bylaws, the Developer shall be entitled to use any unsold Lot/Unit or Units as an aide in selling Lots/Units or as a sales office, construction office, or parking lot, and shall further be allowed to place on the Development signs advertising the sale of Lots/Units, construction trailers, and sales trailers. The Developer shall further have the right to complete construction of all improvements to the Common Area contemplated by its development plan and to transact, on the Development, any business to consummate the sale of Lots/Units, and

all sales office and model furniture shall not be considered Association property and shall remain the property of the Developer.

Section 11.04 – Additional Covenants. No Owner, without the prior written approval of Developer, may impose any additional covenants or restrictions on any part of the Land shown on the Plat.

Section 11.05 – Termination. These Covenants, Conditions, and Restrictions, as amended and added to from time to time, and as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect for a period of thirty (30) years from the date of recording the original restrictions, and thereafter these Covenants shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the commencement of any ten (10) year period, an instrument in writing, executed by the Owners representing seventy-five percent (75%) of the votes of Lots has been recorded in the Public Records of Seminole County, Florida, in which written agreement any of the Covenants provided for herein may be changed, modified, waived, or extinguished, in whole or in part, as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement.

Section 11.06 – Amendment. Subject to the provisions of Section 11.03(b) hereof, the covenants, conditions, and restrictions of this Declaration may be amended by an instrument executed by the then Owners who represent seventy-five percent (75%) of the votes of Unit-Lots and shall be placed of record in the Office of the Clerk of the Circuit Court where the Land is located. Notwithstanding anything herein contained to the contrary, no amendment of this Declaration which in any way alters, changes, limits, diminishes, or otherwise affects any institutional mortgagee's position, right, or equity as mortgagee of a Lot shall be effective without the joinder of an institutional mortgagee. For purposes of this statement, an institutional mortgagee shall be defined as a bank (including, without limitation, a mutual savings bank), life insurance company, savings and loan association, real estate investment trust, pension fund, trust, government agency, mortgage company, FNMA, or other lender active in the area, including the successors and assigns of any such entity.

Section 11.07 – Negligence. Any Owner shall be liable for the expense of any maintenance, repair, or other replacement rendered necessary by his act, neglect, carelessness, or by that of any member of his family, or by his or her guests, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, or occupancy or abandonment of a Unit interest or its appurtenances.

Section 11.08 – Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for Developer or any person or Persons owning any Lot:

- (a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions; or
- (b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section 11.08 shall be construed as cumulative of all other remedies nor or hereafter provided by law. The failure of Developer, his grantees, successors, or assigns, to enforce any Covenant or any other obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.
- (c) In any proceeding arising because of alleged failure of an Owner to comply with the terms of this Declaration, its Exhibits or Regulations adopted pursuant thereto, as said documents and Regulations may be amended from time to time, the prevailing party shall be entitled to

recover the costs of the proceeding the such reasonable attorneys' fees as may be awarded by the court.

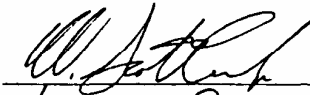
Section 11.09 – Severability. The invalidation of any provision or provisions of the Covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 11.10 – Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 11.11 – Conflicts. In the case of any conflict between the Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, the Declaration shall control.

IN WITNESS WHEREOF, Developer has caused this instrument to be duly executed the date and year indicated.

Signed and sealed in the presence of:

  
\_\_\_\_\_  
Kellie Gurdie

DEVELOPER:

HUNTINGDON OAKS PARTNERSHIP, a Florida general partnership

By:   
\_\_\_\_\_  
Kenneth Lawrence White  
Supervising General Partner

Dated: 7-29-87



STATE OF FLORIDA )  
 )SS:  
COUNTY OF SEMINOLE )

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared KENNETH LAWRENCE WHITE, Supervising General Partner of HUNTINGDON OAKS PARTNERSHIP, a Florida general partnership, to me well known and known to me to be the individual described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions, and he acknowledged then and there before me that he executed the same for the purposes therein expressed.

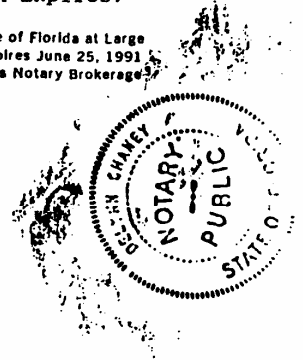
WITNESS my hand and official seal this 29 day of July, 1987.

*De Lynn Chaney*  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires June 25, 1991  
Bonded thru Agent's Notary Brokerage

(052/W1035-4)



Transcribed February 16, 2006 by Erik Noteboom, Secretary