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

28 THIS DECLARATION is made and entered into on this
day of July, 1988, by HUNTINGTON
PARTNERSHIP, LTD., a Florida limited partnership (hereinafter
referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in Seminole County, State of Florida, which is more particularly described as Huntington Phase II, recorded (or to be recorded) in Plat Book 39, Page 85 & 86, Public Records of Seminole County, Florida, less and except Lots 1, 2, 3 and 40 as shown on the Plat (the "Declaration Property");

WHEREAS, Declarant desires to submit the Declaration Property to this Declaration;

WHEREAS, Declarant has incorporated or will incorporate under the laws of the State of Florida a non-profit corporation for the purposes of enforcing the covenants, conditions, and restrictions set forth herein and of advancing the goals set forth in this Declaration; and

WHEREAS, Declarant desires to retain the right in its sole discretion to submit to this Declaration additional property which is adjacent to the Declaration Property (the "Additional Property") from time to time.

NOW, THEREFORE, Declarant hereby declares that all of the Declaration Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges, as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Declaration Property. Said easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property, shall be binding upon all parties having and/or acquiring any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said real property.

THIS INSTRUMENT PREPARED BY:

NAME Cathy Hill

ADDR. P.O. Box 112

DAWSON, FL 32802

ARTICLE I

Definitions

- A. "Architectural Control Committee" or "ACC" shall refer to the Committee established by the Board of Directors of the Association and described in Article VI hereof.
- B. "Association" shall mean and refer to Huntington II Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.
- C. "Board" shall mean the Board of Directors of the Association.
- D. "Common Area" shall mean those tracts of real property, together with any improvements thereon owned or to be owned by the Association for the common use and enjoyment of members of the Association. The Common Area shall consist of those areas designated on the Plat as "Tract A" and "Tract B."
- E. "Declarant" shall mean and refer to Huntington Partnership, Ltd., its successors and assigns.
- F. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Huntington Phase II, together with any supplements or amendments hereto.
- G. "Declaration Property" shall mean and refer to that certain real property lying and situated in Seminole County, Florida, more particularly described as Huntington Phase II, recorded (or to be recorded) in Plat Book 39, Page 85 & 86, Public Records of Seminole County, Florida, less and except Lots 1, 2, 3 and 40, which lots shall not be part of the Declaration Property nor subject to this Declaration; and such additions thereto as may hereafter be submitted to this Declaration.
- H. "Development" shall mean Huntington Phase II residential community, located in Seminole County, Florida, on the real property described in Plat Book 39, Page 85 & 86, Public Records of Seminole County, Florida, less and except Lots 1, 2, 3 and 40 as shown on the Plat, and such additions thereto as may hereafter be submitted to this Declaration.
- I. "Lot" shall mean and refer to any numbered plot of land shown upon the recorded subdivision map for

Huntington Phase II excluding those certain plots of land numbered 1, 2, 3 and 40 as shown on the Plat and excluding the Common Area.

J. "Member" shall mean and refer to those Owners entitled to membership in the Association as set forth in Article III.

K. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Declaration Property, but excluding those having such interest merely as security for the performance of an obligation.

L. "Plat" shall mean and refer to any recorded or unrecorded subdivision map or maps of all or a portion of the Declaration Property.

M. "Structure" shall have the same meaning as used in the Seminole County Building Code.

ARTICLE II

Property Rights

Section 1. Owners' Easement 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 Declarant reserved herein and subject to the following provisions:

(a) The right of the Association to levy annual special and individual assessments and to charge reasonable admission and other fees and to establish reasonable rules for the use of the Common Area and any recreation facilities (if any) contained thereon.

(b) The right of the Association to suspend the voting rights and right to use of the Common Area by a Member 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 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 Members' 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.

(e) The right of the Association to take such steps as are 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 vehicle.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and any facilities thereon to the members of his family, his guests, his tenants, or contract purchasers who reside on his Lot; provided, however, such delegation shall not abrogate the duty of any member to pay assessments as provided in Article IV.

Section 3. Use of Common Area. No Owner may plant, garden, erect, or maintain fences, hedges, walls, or other improvements upon the Common Area except those improvements installed by Declarant in connection with the development of the land or approved by the ACC. The Board may establish reasonable rules and regulations concerning the use of the Common Area.

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ARTICLE III

Membership and Voting Rights

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Member(s) shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B Member(s) shall be the Declarant and shall be entitled to fifty-eight (58) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the Declarant no longer owns any Lots, or

(b) On December 31, 1993, provided however the Declarant shall have the option of extending the existence of Class B membership until December 31, 1997 by sending notice of such extension to the Association thirty (30) days prior to December 31, 1993.

ARTICLE IV

Assessments

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Declaration Property and for the improvement and maintenance of the Common Area.

Section 2. Creation of the Lien and Personal Obligations of Assessments. The Declarant covenants, and each Owner of any Lot shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and

provisions of this Declaration and to pay the Association: (1) annual assessments, (2) special assessments, and (3) individual assessments, all fixed, established and collected from time to time as hereinafter provided. The annual, special, and individual assessments, together with such interest thereon and costs of collection therefor, including costs and reasonable attorneys' fees, shall be a charge and continuing lien as provided herein on the real property and improvements of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Area or by the abandonment of the property against which the assessment was made. In the case of co-ownership of a Lot, all of such Co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 3. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement and operation of the Common Areas and to provide services which the Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions.

Section 4. Special Assessments. In addition to the annual assessments, the Association may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of a capital improvement upon Common Areas or easements including the necessary fixtures and personal property related thereto or for emergency purposes; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose. Written notice of any meeting called for the purpose of making the levy of a special assessment shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

Section 5. Individual Assessments. The Association may impose an individual assessment upon any Owner whose use or

treatment of Common Areas, or Lot is not in conformance with the standards as adopted by the Association or which increases the maintenance cost to the Association above that which would result from compliance by the Owner with the use restrictions imposed by this Declaration. The amount of such assessment shall be equal to such cost incurred plus 10% of the costs for administration and may be enforced in the manner provided for any other assessment. An individual assessment authorized under Section 5, Article VI; Sections 13 and 19, Article VII; Section 1(b), Article IX; and Section 1, Article X hereof may be approved by the Board without a vote of the membership.

Section 6. Annual Assessments. Annual assessments shall be determined for each Lot by the Board prior to January 1st 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, which may be monthly, quarterly, or on an annual basis. Notwithstanding anything contained herein to the contrary, the Declarant, as a Class B Member, shall not be obligated to pay annual assessments but shall be obligated to pay the 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. Declarant, at its option, may elect to pay annual assessments for Lots it owns rather than subsidize the Association as hereinbefore set forth.

Section 7. Uniform Rate of Assessment. All regular and special assessments shall be fixed at a uniform rate for each Lot.

Section 8. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an owner other than the Declarant, the maximum annual assessment shall be one hundred dollars (\$100.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment may be increased each year not more than 25% above the maximum assessment for the previous year without a vote of the membership, as set forth in paragraph (b), regardless of whether the actual assessment for the previous year was less than the maximum assessment permitted hereunder.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment may be increased above 25% by a vote of a simple majority of each class of members who are voting, in person or by proxy, at a meeting duly called for this purpose.

Section 9. Date of Commencement of Assessments; Due Date. The annual assessments provided for herein shall commence as to each Lot at the time of the closing of the purchase of each Lot from the Declarant. The first annual assessment for such Lot shall be adjusted according to the number of months remaining in the calendar year. The due date of any assessment shall be fixed in the resolution authorizing such assessment. The Board shall fix the amount of annual assessment against each Lot at least thirty (30) days before each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Upon demand, the Association shall for a reasonable charge furnish a certificate signed by an officer of the Association stating whether the assessments against a Lot have been paid.

Section 9. Remedies of the Association for Nonpayment of Assessments. Any assessment, whether annual, special or individual 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 attorneys' fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot which become 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 Area or the Lot(s) owned. Any suit to recover a money judgment for unpaid expenses and assessments 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 lien shall be executed by the Association or its representative and recorded in the Public Records of Seminole County, Florida.

Section 10. Subordination of the Lien to First 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 mortgagee which obtains title to a Lot as a result of foreclosure of a first mortgage that is recorded prior to a notice of lien or by voluntary conveyance in 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 mortgagee. Such unpaid assessments shall be deemed a common expense of the Association and collectible from all Owners, pro rata, 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 Lot from the lien for assessments made thereafter. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

ARTICLE V

Architectural Control

No building, fence, walls, exterior antennas, satellite dishes, or other structure shall be commenced, erected, or maintained upon the Declaration Property or any portion thereof, nor shall any exterior addition to, change or alteration, including exterior coloring, be made nor shall any tree removal, landscaping and additional landscaping, fences or changes in existing fences, hedges, walls, walkways and other structures be commenced until the plans and specifications showing the nature, kind, shape, height, materials, color, approximate cost and location of the same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

ARTICLE VI

Architectural Control Committee

Section 1. Composition. The Declarant, upon the recording of this Declaration, shall form a committee known as the "Architectural Control Committee" (hereinafter referred to as "ACC"), initially consisting of three (3) persons designated by the Declarant. The ACC shall maintain this composition until control of the Association has been passed on to the Owners other than the Declarant. At such time the ACC shall be appointed by the Board and shall serve at the pleasure of the Board. Provided, however, that, in its selection, the Board shall be obligated to appoint a designated representative of Declarant to the ACC for so long as Declarant owns any Lot. No member of the ACC shall be entitled to compensation for services performed; but the ACC may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds.

Section 2. Duties. The ACC shall have the following duties and powers:

(a) To adopt, promulgate, rescind, amend and revise from time to time its rules and regulations governing architectural control, provided, however, such rules and regulations shall be consistent with the provisions of this Declaration;

(b) To consider for approval all buildings, fences, walls, pools, or other structures which shall be commenced, erected, repaired, modified or maintained within the Lots, or all repairs, modifications, or additions to the Common Property and to consider for approval any exterior additions to or changes or alterations therein. For any of the above and as a precondition to consideration for approval, the ACC shall be furnished written plans and specifications showing the nature, type, shape, height, color, materials, approximate cost and location of the same. The ACC may appoint one or more persons to make preliminary review of all applications and report such application to the ACC with such person's recommendations for ACC action thereon. Such preliminary review shall be subject to such regulations and limitations as the ACC deems advisable. The ACC shall consider all matters submitted for approval as to the harmony of the external design and location in relation to surrounding structures and topography and shall, in writing, approve or disapprove all matters submitted to it within thirty (30) days of receipt of such submission;

(c) To approve any such building plans and specifications, lot grading plans, and landscaping plans. The conclusion and opinion of the ACC shall be binding, if, in its opinion, for any reason, including purely aesthetic reasons, the ACC should determine that said improvement, alteration, etc. is not consistent with the planned development of the Declaration Property;

(d) To require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision; and

(e) To require any builder to submit a set of plans and specifications to the ACC prior to obtaining a building permit, which set of plans and specifications shall become the property of the ACC. The work contemplated must be performed substantially in accordance with the plans and specifications as approved.

All approvals of plans and specifications must be evidenced by the signature of the Association President or Vice President on the plans or specifications furnished. The existence of the signature of the Association President or Vice President on any plans or specifications shall be conclusive proof of the approval by the ACC of such plans or specifications.

Notwithstanding the above, nothing herein shall grant ACC the power to approve the construction of residential structures other than single family residences upon the Declaration Property.

Section 3. Standards. No approval shall be given by the ACC pursuant to the provisions of this Article, unless the ACC determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Declaration Property; (b) shall protect and conserve the value and desirability of the Declaration Property as a residential community; (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 Declaration Property as a residential community.

Section 4. Declarant Consent. Any and all actions of the ACC as to Lots owned by the Declarant must have the written approval of Declarant, unless such approval is waived in writing by Declarant.

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Section 5. Enforcement. Should any Owner fail to comply with the requirements hereof after fifteen (15) days written notice, the ACC, the Declarant, and the Board shall have the right to enter upon the Lot, make such corrections or modifications as are necessary or remove anything in violation of the provisions hereof, and charge the cost thereof to the Owner. Should the ACC, the Declarant, or the Board be required or elect to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner. The ACC, the Declarant, and the Board, or its agents or employees, shall not be liable to the Owner for any damages or injury to the property or person of the Owner, unless caused by reckless or willful action of the ACC, the Declarant, or the Board.

Section 6. Exculpation of Declarant and ACC. Declarant and the ACC cannot and shall not be held responsible for any loss or damage to any person arising out of the approval or disapproval of plans, designs or constructions errors. Nor shall Declarant or the ACC 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 VII

Restrictions

Section 1. Residential Use. The Lots shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot other than a residential dwelling. 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 this Declaration. 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. Vehicular Parking. No vehicle shall be parked on any part of the Declaration Property, except on paved streets and paved driveways. No vehicles may park on paved

streets overnight. No commercial vehicles shall be parked in the Development, except those present on business. No motorcycles, trailers, boats, campers, trucks, mobile homes, or motorized recreational vehicles may be parked in the Development unless parked inside garages and concealed from public view. No inoperative automobiles, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, unless parked inside garages and concealed from public view.

Section 3. Address 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 Declarant or approved by the ACC.

Section 4. 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 may refer only to the particular Lot on which displayed, and shall not exceed thirty-six inches (36") by twenty-four inches (24").

(b) Nothing contained in this Declaration shall prevent Declarant, or any person designated by Declarant, from erecting or maintaining such commercial and display signs as Declarant may deem advisable for development purposes, provided such are in compliance with the appropriate governmental regulations applicable thereto.

Section 5. Aerials. No exterior radio or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, shall be erected on any Lot.

Section 6. Electrical Interference. No electrical or electromagnetic signals, machinery, devices or apparatus of any sort shall be used or maintained on any Lot which causes interference with normal television or radio reception received on any other Lot.

Section 7. Household Pets and Livestock. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other usual household pets may be kept; provided that they are not kept, bred, or maintained for any commercial purpose, they are leashed when off the Owner's premises, and provided that if any of such permitted animals shall, in the sole and exclusive opinion of the Declarant or the

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Association, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot.

Section 8. Nuisances and Trespassing. No illegal, obnoxious or offensive activity shall be permitted or carried on any part of the Declaration Property, 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 Declaration Property, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clipping or other debris or refuse shall be permitted on any part of the Declaration Property. 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. The Board shall have the authority to have any unauthorized person or vehicle arrested or removed from the Declaration Property.

Section 9. Re-Subdividing. The Lots shall not be re-subdivided, re-platted or divided without the prior written consent of Declarant or the Association as the successor to the Declarant.

Section 10. Laundry. Clotheslines are not permitted unless they are completely hidden from view of persons off the Lot. No clothing, bedding or other laundry shall be hung over or on any windows, doors, walls, fences or other supports if the same are visible from any street.

Section 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 ACC.

(a) Perimeter. Subject to the provisions set forth in Section 11(d) fences not in excess of six (6) feet in height may be installed around the perimeter of a Lot subject to approval by the ACC.

(b) ACC Approval. The size, material, color and location of all privacy fences or walls must be approved by the ACC. Landscape buffers may be required on the outside of any privacy fences and walls. The installation of chain-link fences is prohibited.

(c) Installation. 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) Location. 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 Phase II.

(4) There are certain Lots which are subject to drainage and/or utility easements of ten (10), twenty (20) and thirty (30) feet in width along the rear and/or side lot lines. No fences may be constructed along the rear or side 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) Notwithstanding anything to the contrary, the Declarant and the Association, as successor of the Declarant, 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. Notwithstanding anything to the contrary, so long as Declarant or a builder designated by Declarant maintains any model homes within the Development, they shall have the right to fence the entire Lot or Lots being used as models without the review or approval of the ACC. This Section 11 does not apply to completely enclosed, screened areas attached to a dwelling. A decorative wall or fence that is forward of the Front or Side Dwelling Lines shall be permitted if approved by the ACC.

Section 12. Carriage Lights. The size, location, number, design, style and type of material for free-standing carriage lights shall be as designated by the Declarant or approved by the ACC.

Section 13. Lot Maintenance. The Owner of 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 any other unsightly objects and shall keep such Lot at all times in a neat and attractive condition. In the event the Owner fails to comply with this section then, after giving the Owner ten (10) days written notice, 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 from the Lot, 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 an individual assessment against the Lot. Such entry by the Association upon a Lot shall not be deemed a trespass.

Section 14. Regulations. Reasonable rules and regulations concerning the appearance and use of the Declaration Property may be made and amended from time to time by the Declarant or the Association as successor to the Declarant 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 Development upon request.

Section 15. Casualties. In the event a dwelling or any part thereof is damaged or destroyed by fire, casualty or otherwise, or in the event any improvements upon the Common Areas 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 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 consistent with the surrounding area.

Section 16. Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage on any Lot 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 ACC.

Section 17. Setbacks. All structures or dwellings shall be located and positioned on a Lot by Declarant or the ACC. No structure or dwelling shall be erected, altered, placed or

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permitted to remain on any Lot other than one (1) detached, single family dwelling. No structure or dwelling shall be erected nearer than twenty-five (25) feet from a front lot line on any Lot. No structure or dwelling shall be erected nearer than 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 enclosure 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 Declarant or the ACC may alter the front, rear and swimming pool set backs as long as such alterations do not conflict with Seminole County regulations or any other government regulations.

Section 18. Minimum House Size.

(a) No dwelling shall have a square foot area of less than two thousand two hundred (2,200) square feet, exclusive of screened areas, open pouches, terraces, patios and garages. In the case of 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 or 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 ACC.

(f) All oil, soft water tanks, well pumps, pool heater air conditioner compressors, wood piles or other ancillary or mechanical equipment, 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 surrounding Lots.

Section 19. 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 ACC has approved in writing a general, conceptual landscape plan that designates specifically those existing trees to be retained and preserved on the Lot.

A landscape plan shall be drawn by an approved Florida Registered Landscape Architect and sealed, and must have the prior written approval of the Declarant and the ACC and must at meet the requirements set forth below.

(a) All Lots shall have entire solid sodded front, side and rear lawns of Floratam sod or such substitute sod as approved by Declarant and the ACC 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 Declarant may, at the expense of the Owner, design and install all landscaping on the Lot, which expense shall constitute an individual assessment against the Lot. Future additions or modifications to the landscaping on a Lot must be approved by the ACC.

Section 20. Accessory Structures. No tent, shack, garage, trailer, barn or other temporary or accessory 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 ACC; provided, however, temporary buildings, mobile homes or field construction offices may be used by Declarant and contractors in connection with construction work.

Section 21. 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 the pickup to their normal location. No weeds, rubbish, debris, objects or materials of any kind shall

be placed or permitted to accumulate upon any property within the Declaration Property land if it renders the land or any part thereof unsanitary, unsightly, offensive, or detrimental to the Development or any Lot. Notwithstanding anything contained herein to the contrary, it is understood that Declarant 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 dwellings, Lots shall be cleaned and cleared of debris not less than two (2) times during such period.

Section 22. 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, leases, parking and conduct.

Section 23. Pumping. The Owners of any Lot which includes or is adjacent to a pond, creek, bay head, drainage area or other body of water shall not draw down said body of water by pumping or draining therefrom.

Section 24. 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 25. Proviso. Until Declarant has completed all of the contemplated improvements and closed the sale of all the Lots, neither the Owners nor the Association nor the use of the Declaration Property shall interfere with the completion of the contemplated improvements and the sale of the Lots. Declarant may make such use of the unsold Lots and Common Area without any charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, construction office, the showing of the Declaration Property and the display of signs and the use of Lots as parking lots notwithstanding anything contained herein to the contrary.

Section 26. Amendments and Modifications by Declarant. Notwithstanding any provisions of this Declaration to the contrary, Declarant, its successors and designated assigns, reserve the right and authority for a period of ten (10) years from the date of recording the original Declaration to amend, modify or grant exceptions or variance from any of the restrictions set forth in this Article VII without notice to or approval by the Association or any Lot Owners of the Development.

ARTICLE VIII

Utility Easements

Section 1. Easements. Easements are hereby reserved by the Declarant for utility or drainage purposes on the Declaration Property as indicated on the recorded (or to be recorded) Plat (the "Easements"). The Easements shall include but are not limited to the right of reasonable access over the Lots to and from the Easements and the right to assign or convey such Easements on an exclusive or nonexclusive basis for installation of utilities, drainage or other uses deemed by Declarant to be necessary or appropriate. Neither the Easement rights reserved herein, nor as shown on the Plat shall impose any obligation on the Declarant to maintain such Easements or to install or maintain utilities or any drainage in or under such Easements.

Section 2. Maintenance of Easements. The Owners of the Lot or Lots, subject to the Easements shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said Easements. Easements on each Lot, including landscape easements and plantings thereon, whether reserved hereunder or as shown on the Plat, or as may have been installed by the Declarant, and all facilities and improvements in such Easements shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Utility or Provider is responsible. With regard to specific Easements for drainage as shown on the Plat, the Declarant shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities on such Easements, including slope control 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 Easements or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels on any Easement or which may reduce the size of any ponds, creeks, lakes or other water retention areas which are shown on the Plat or which may be constructed on such Easement.

ARTICLE IX

Maintenance of Common Area and Lots

Section 1. 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.

(b) Lots. Each Lot Owner shall be responsible for the maintenance of his Lot 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 in a good, clean, attractive and sanitary condition, or in the event the Board deems it in the best interest of the Development, then the Association may provide said maintenance after delivery of ten (10) days written notice to the Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot as an individual assessment. The Association shall have a right and easement in and to the land comprising each Lot in order to maintain same in accordance with this Article and said right and easement shall be a covenant running with the land as to each Lot.

(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, Insurance Requirements.

(e) Drainage and Utility Easements. The Association shall not be responsible for maintaining any easement areas designated on the Plat as Drainage or Utility Easements. Such drainage and utility easements shall be maintained by the individual Lot Owners as set forth in Article VIII.

Section 2. Upon conveyance by Declarant of title to the first Lot, Declarant shall convey the title to the Common Area to the Association free and clear of all liens, easements and encumbrances except as set forth in the Plat and those reserved and granted herein, provided, however, for as long as Declarant owns any Lot, Declarant retains an easement for itself, its assigns, agents, invitee and licenses to the extent necessary to complete construction of the Development or any portion thereof, to show and sell Lots including the unrestricted right to erect signs, and to use the Common Area for ingress and egress and for marketing and sales activities.

ARTICLE X

Remedies

Section 1. 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, the Association 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 become an individual assessment and shall be payable by such Owner to the Association on demand. Such entry and abatement or removal shall not be deemed a trespass or make the Association liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

ARTICLE XI

General Provisions

Section 1. Approvals. Wherever in the Declaration the consent or approval of Declarant 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 required approval has been submitted to and approved in writing by Declarant. In the event Declarant fails to act on any such written request within thirty (30) days after the same has been submitted to Declarant as required above, the consent or approval of Declarant 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 provisions of the Declaration.

Section 2. Assignments. Declarant shall have the sole and exclusive right at any 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 Declarant by any part or paragraph of the Declaration 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 Declarant 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 such a committee, except in the event aforesaid. None of the provisions of this section shall apply to or affect the provisions of Article III.

Section 3. Declarant's Rights. Declarant reserves and shall have the sole and exclusive right:

(a) To modify and amend this Declaration as may be required by the Federal National Mortgage Association, the Veterans Administration or the Federal Home Mortgage Association or other insurer of first mortgages upon the Lots without acquiring the approval or joinder of any other Owner or mortgagee.

(b) To amend, modify or grant exceptions or variances from any of the use restrictions set forth in Article VII of this Declaration 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, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of the Declarant under this subsection.

(c) To amend the Declaration 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 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 Declaration Property which do not lower the standards of this Declaration.

(e) To cause additional lands to become subjected to this Declaration, which additions may be made whenever the Declarant 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, along with any common areas deemed appropriate as determined solely by Declarant. The additions authorized hereunder shall be made by Declarant'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 Declarant and shall not require consent of any Owner, Member, mortgagee of a Lot, 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 of 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.

(f) Notwithstanding anything contained herein to the contrary in this Declaration, the Articles of Incorporation or Bylaws, the Declarant shall be entitled to use any unsold Lot as an aide in selling Lots 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, construction trailers and sales trailers. The Declarant 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, and all sales office and model furniture shall not be considered Association property and shall remain the property of the Declarant.

Section 4. Additional Covenants. No Owner, without the prior written approval of Declarant, may impose any additional covenants or restrictions on any part of the Declaration Property.

Section 5. Amendment and Termination. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the commencement, of any extension period, an instrument in writing executed by the Owners representing seventy-five percent (75%) of the votes has been recorded in the Public Records of Seminole County, Florida which instrument may change, amend, modify, waive or extinguish in whole or in part, as to all or any part of the Declaration Property, the provisions of the Declaration. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than seventy-five percent (75%) of both classes of

members. Any amendment must be recorded in the Public Records of Seminole County, Florida.

Notwithstanding anything contained herein 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 the 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 6. Negligence. Any Owner shall be liable for the expense of any Maintenance, repair or 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 Lot or its improvements.

Section 7. Enforcement. The Association, or any Owner, 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, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. The remedies contained in this section shall be cumulative of all other remedies provided in the Declaration and legally available. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained however long continued, shall in no event be deemed a waiver of the right to do so thereafter. Should the Association find it necessary to employ an attorney or institute legal action against any Owner to enforce any provision hereof, the Owner shall pay all costs in connection with such action, including court costs and reasonable attorneys' fees for pretrial, trial, and appellate proceedings. In addition to the enforcement provisions provided herein, the Association is hereby granted an easement over the Lot of each Owner for the purpose of enforcing the provisions herein, and may go upon the Lot of said Owner to remove or repair any violations of these provisions. In the event that the Association, after notice to the Owner of any violation and the Owner's failure to cure the same, does in fact exercise its right to cure violations, all costs incident to said action by the Association shall

become an individual assessment and the personal obligation of the Owner.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 9. 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 10. 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, Declarant has caused this instrument to be duly executed the date and year indicated.

"Declarant"

HUNTINGTON PARTNERSHIP LTD.,
a Florida limited partnership

By:


Jeffrey M. Garner

As its: Supervising General
Partner


Witness


Witness

STATE OF FLORIDA

COUNTY OF Seminole

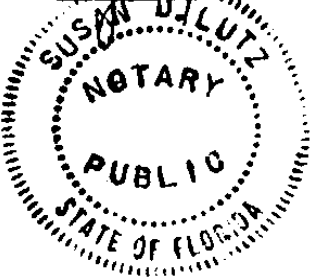
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) SS.
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BEFORE ME, the undersigned authority, personally appeared JEFFREY M. GARNER, Supervising General Partner, of HUNTINGTON PARTNERSHIP LTD., a Florida limited partnership, to me known to be the person who signed the foregoing instrument as

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SEMINOLE CO. FL.

such Supervising General Partner and acknowledged the execution thereof to be his free act and deed as such Supervising General Partner for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Alt. Springs, F in the County of ~~Orange~~ Seminole, State of Florida, this 28th day of July, 1988.



Susan D. Lutz
Notary Public
My Commission Expires: July 5, 1992

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