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Prepared By and Received To

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For Recording Purposes Only

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF FULLERS CROSSING**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions ("Declaration"), is made and entered into on this 10th day of February, 2000, by FULLERS CROSSING LLC, a Florida limited liability company, hereinafter referred to as "Developer"

WITNESSETH:

WHEREAS, Developer is the owner of all of the lands described on the Plat of FULLERS CROSSING, according to the Plat thereof, as recorded in Plat Book 34, Pages 18, through 22, Public Records of Orange County, Florida, (the "Plat"), as further described in Exhibit "A", attached hereto and by this reference incorporated herein, which shall hereinafter be called the "Subject Property," and which will be the first phase of a community known as FULLERS CROSSING, and Developer wants to create on the Subject Property a residential community with open space and other common facilities for the benefit of the community, and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values and amenities in the community and for the maintenance of the Common Areas and improvements thereon, and for this reason, desires to subject the Subject Property to the covenants, restrictions, easements, charges and liens in this Declaration, each and all of which is and are for the benefit of such property and each Owner thereof, and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an entity to which should be delegated and assigned the powers of maintaining and administering, and at such time as provided in this Declaration, owning the Common Areas, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the Owners, and

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or 40C-42, Florida Administrative Code Included within the definition of Stormwater Management Systems are Tracts E and G as well as any and all easements, swales, ponds, lakes, tracts, parcels structures, equipment, or facilities which are required as a part of the Stormwater Management System, and or which are required or permitted pursuant to any stormwater or surface water construction, operation or management permits issued with regard to the Subject Property by the St Johns River Water Management District ("SJRWMD") or other such entity with jurisdiction stormwater management systems. The Common Areas shall also include all improvements now or hereafter constructed on or in the foregoing areas, including, without limitation, medians and collector roads, irrigation system, platted landscape, easement areas, pedestrian or other easement areas within the foregoing areas, signage, structures, and lakes and landscaping thereon. Additional Common Areas may be designated by the Developer pursuant to a Supplemental Declaration of Covenants and Restrictions, as provided in Article II, Section 3 hereof.

(d) "Conservation Tracts" shall mean and refer to all of such areas so designated upon any recorded subdivision plat or plats of the Subject Property, including, but not limited to Tracts E and L, as shown on the Plat

(e) "Declaration" means this Declaration of Covenants and Restrictions of FULLERS CROSSING

(f) "Developer" or "Declarant" shall mean FULLERS CROSSING LLC, a Florida limited liability company, and its successors in interest or assigns of all or, at the election of the Developer, substantially all of its interest in the development of the Subject Property

(g) "Living Unit" shall mean and refer to and building or portion of a building situated upon a Homesite designed and intended for use and occupancy as a single residence

(h) "Homesite" shall mean and refer to any plot of land shown on the portion of any recorded subdivision plat which falls within the Subject Property which has been designated by the Developer to contain a Living Unit, with the exception of the Common Areas heretofore defined. The word Homesite shall also include the Living Unit located thereon when one has been constructed on the Homesite

(i) "Maintenance Year" shall mean and refer to a year running from January 1 through December 31 of each calendar year

(j) "Member" of the Association shall mean and refer to all Owners and the Developer

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee or undivided fee interest in any Homesites located

within the Subject Property, including the Developer, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure

(l) "Rules and Regulations" shall mean any and all rules and regulations duly promulgated by the Board of Directors of the Association pursuant to its powers under the Declaration and the Articles of Incorporation and By-laws of the Association

(m) "Subject Property" shall mean and refer to Lots 1 through 63, inclusive, and Tracts A, B, C, D, E, and F, FULLERS CROSSING, according to the Plat thereof as recorded in Plat Book 111, Pages 191 through 195, Public Records of Orange County, Florida, including all lands defined in Article I, Section 1(c) as Common Areas and together with any additional lands which are made subject to this Declaration pursuant to Section 2 of Article II hereinbelow. Specifically excluded from the Subject Property is Tract NA as shown on the Plat. The Developer reserves the right to make such changes and/or modifications to the Plat as are required by appropriate governmental authorities, or as are generally consistent with the quality of the development in the Plat

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION
AND
ADDITIONS TO SUBJECT PROPERTY**

Section 1 Subject Property. The Subject Property, as heretofore defined and any improvements now or hereafter constructed thereon shall be held, transferred, sold, conveyed, and occupied subject to this Declaration

Section 2 Additions to Subject Property. The Developer, from time to time, may in its sole discretion, cause additional lands to become subject to this Declaration. Until such time as such additions are made to the Subject Property in the manner hereinafter set forth, real property other than the Subject Property shall in no way be affected by or become subject to the Declaration. An Owner, by acceptance of a deed to a Homesite or other lot, shall thereby consent to the extending of the scheme of this Declaration to any or all of said additional property.

(a) Specifically, but not by way of limitation, the Developer shall have the right to add the lands which are more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof ("Phase II") to the Subject Property. Phase II is intended to be developed as an additional thirty-seven (37) Homesites, together with additional Common Areas, as the second phase of FULLERS CROSSING provided, however, that none of the lands comprising Phase II are or shall be subject to

(a) the right of the Association to suspend the enjoyment right of any Owner for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of this Declaration and the Association's rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, public authority as may be agreed to by the Owners in the manner provided herein, provided, however, that no such dedication, transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless written notice of the proposed agreement and actions thereunder is sent to every Owner at least thirty (30) days in advance of any action taken, and unless two-thirds (2/3) of the total votes of each class of membership as set out in Article VI hereof agrees to such dedication, transfer, purpose or condition, and

(c) the right of the Association to establish reasonable rules and regulations for the use of the Common Areas

Section 3 Delegation of Use Any Owner may delegate his right of enjoyment to the Common Areas and facilities to the members of his family, his guests, his tenants, or contract purchasers who reside on the Subject Property, subject to such rules and regulations that may be established from time to time by the Association

Section 4. Damage or Destruction of Common Areas by Owner In the event any part of the Common Areas is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area at the Association's expense. The Association shall repair said damaged area in a good workmanlike manner and in conformance with the original plans and specifications as they may have been altered or modified by the Association pertaining to the damaged area. The cost of said repairs shall be deemed a special assessment against the Owner due and payable upon being assessed against the Owner, and in the event said special assessment is not paid when due, the Association shall have the right to place a lien on the Owner's Homesite for payment of such assessment and to otherwise proceed to collect same in accordance with Florida Statutes. Enforcement of any assessment lien against the Owner shall be in accordance with Florida Statutes

Section 5 Title to Common Areas The Developer shall convey legal title to the Common Areas to the Association free and clear of encumbrances before the first lot is conveyed to a purchaser, and such conveyance shall be subject to the terms of this Declaration and any Supplemental Declaration, including any easement and licenses set out therein and easements for such utility services as the Developer deems appropriate, but may not be subject to the terms of a mortgage. For the purposes of this Section 5, the term "purchaser" shall be deemed to mean an ultimate purchaser of a Homesite for use as a residence

Section 6 Conservation Tracts. The Conservation Tracts shall and are hereby declared to be subject to a perpetual conservation easement in favor of the Developer and the Association, for the purpose of retaining and maintaining the Conservation Tracts predominantly in their natural, scenic, open or wooded condition retaining and maintaining such areas as suitable habitat for fish, plants and wildlife, and such other uses as may be set forth in Section 704.06, Florida Statutes. The conservation easement shall not merge with fee simple ownership of the Conservation Tracts. In furtherance of this conservation easement, each of the following uses of the Conservation Tracts are hereby prohibited and restricted without the prior written consent of SJRWMD, the United States Army Corps of Engineers ("ACOE") and Orange County, to wit:

(a) The construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground of the Conservation Tracts; and

(b) The dumping or placing of soil or other substances or material as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and

(c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Tracts; and

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Tracts; and

(e) Surface use except for purposes that permit the land or water uses to remain predominantly in its natural condition; and

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish or wildlife habitat preservation; and

(g) Acts or uses detrimental to such retention of land or water areas; and

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, or cultural significance; and

(i) All construction, including clearing, dredging or filling except that which is authorized by any permit issued by SJRWMD.

The Conservation Easements hereby created and declared shall be perpetual.

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The Developer, the Association, SJRWMD, ACOE, and Orange County shall each have the right, but not the obligation, to enter upon the Conservation Tracts at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions

The Association, and all subsequent owners of any land upon which there is located any of the Conservation Tracts shall be responsible for the periodic removal of trash and other debris which may accumulate on such Conservation Tracts.

The prohibitions and restrictions upon the Conservation Tracts as set forth herein may be enforced by the Developer, the Association, SJRWMD, ACOE and Orange County by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Declaration pertaining to the Conservation Tracts may not be amended without prior approval from SJRWMD, ACOE and Orange County.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Tracts, and shall be binding upon, and shall inure to the benefit of the Developer, and its successors and assigns in title to said lands. Upon conveyance by the Developer to any third party of any of the Conservation Tracts, the Developer shall have no further liability or responsibility hereunder with respect to such Conservation Tracts, provided this deed restriction including the Conservation Tracts is properly recorded in the Public Records of Orange County, Florida

Section 7. Owner Obligations. Each Lot owner is a Member of the Association. The Association is required to maintain Tracts "A","B","C","D","E" and private easements. The Members are ultimately responsible for the obligations of the Association and all Lots are subject to assessments, liens and foreclosures for non-payment of maintenance costs. By purchasing a Lot, each Member conveys to the City of Winter Garden the right to maintain or have maintained Tracts "A","B","C","D","E" and private easements if and only in the event the association fails to so maintain said Tracts and easements or they become a nuisance. The cost of such maintenance by the City shall be borne and paid by the Association. Such costs, if not paid by the Association, shall become a lien on all Lots in the subdivision and be enforceable by foreclosure and other proceedings. This right and/or the City's exercise of such right shall not obligate the City to maintain said Tracts or easements

ARTICLE IV EASEMENTS

Section 1. Easement for Association. The Subject Property shall be subject to a perpetual easement in gross being granted to FULLERS CROSSING HOMEOWNERS' ASSOCIATION, INC., and its successors for ingress and egress on the Subject Property for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein.

Section 2. Easements for Repair and Maintenance. Easements over the Subject Property for the installation, repair, and maintenance of roads, utility and service lines and systems, including, but not limited to electric, cable or master antenna television systems, security systems, telephone, water, gas, sprinkler systems, sanitary sewer lines and drainage facilities, and for other purposes reasonably necessary or useful for the proper maintenance and operation of the Subject Property are hereby reserved by and to the Developer, its successors and assigns, and to the Association, together with the right to grant and transfer the same. There is also reserved to the Developer the right to grant reasonable easements for the installation and maintenance of temporary roads, public utilities and irrigation systems (including the installation of irrigation pumps) on the Common Areas and the Subject Property in addition to those easements already reserved. The Association shall have a reasonable right of entry upon a Homesite to make repairs of an emergency nature for those items for which the Association has maintenance responsibilities as provided in Article IX.

Section 3. Easements for Construction and Sales. Easements over the Common Areas for the purposes of construction, establishment, or installation of utility lines, maintenance, display, and exhibit in connection with the erection, sale and resale of Homesites and Living Units within the Subject Property are hereby reserved to the Developer, its successors, assigns and designees, together with the right of the Developer, its successors, assigns and designees, to grant and transfer the right to use and enjoy same, provided that no such use by the Developer and/or others shall unreasonably restrict the Members in the reasonable use and enjoyment of the Common Areas or of their own Homesites. These rights reserved to the Developer, its successors, assigns, and designees shall include the right to place model homes upon the Subject Property, to use sales and directional signs throughout the Subject Property, and to maintain a sales office or sales offices and sales staff and employees on the Subject Property through completion and sale of all Living Units contemplated by the Developer for FULLERS CROSSING and thereafter for resale of Living Units in FULLERS CROSSING which sales office or offices may be located in the Common Areas or in Living Units in the sole discretion of the Developer. These easements reserved by the Developer, its successors, assigns, and

Articles and By-Laws, except that the Developer shall be entitled to elect one member to the Board for so long as the Developer owns any Homesites in the Subject Property.

Section 4 Books and Records The Association shall make available to Owners and mortgagees, and to holders, insurers or guarantors of any first mortgage on all or a portion of the Subject Property, including Homesites, current copies of the Declaration, By-Laws and Articles of Incorporation of the Association, other rules concerning the Subject Property, and the books, records and financial statements of the Association. The Association shall be deemed to have made such items available, if they are available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder, insurer or guarantor of a first mortgage on all or a portion of the Subject Property, including Homesites, shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year, free of charge to the party so requesting, and such statement shall be furnished within a reasonable time following said request.

Section 5 Management Agreement Any professional management contract entered into by the Association shall contain reasonable term and termination provisions. Any contracts or leases entered into by the Association prior to the Turnover Date, including any professional management contract, shall provide a right of termination without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days' notice to the other party thereto.

Section 6 Notice to Mortgagees Upon written request to the Association, identifying the name and address of the holder of the first mortgage on a Homesite, or the insurer or guarantor of such first mortgage on a Homesite and the Homesite number or address, a holder of a first mortgage on a Homesite or insurer or guarantor of said first mortgage shall be entitled to timely written notice of

(a) Any condemnation loss or casualty loss which affects a material portion of the Subject Property or any Homesite on which there is a first mortgage held, insured, or guaranteed by such requesting party.

(b) Any delinquency in the payment of assets or charges owed by an Owner of a Homesite subject to a first mortgage held, insured or guaranteed by such requesting party, which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of first mortgage holders as set out in Section 5, Article XIII and Section 7, Article V hereof.

Section 2. Change of Membership Change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing a record title to a Homesite in the Subject Property. The Owner designated by such instrument thus becomes a Member as of the date of recordation of the deed or other instrument in said Public Records and the membership of the prior owner is terminated. The new Owner shall notify the Association of the recording of the deed or other instrument establishing record title and shall furnish the Association with a certified copy of such instrument if required by the Association.

Section 3. Membership Rights Appurtenant to Homesite Ownership The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Homesite.

Section 4. Classes of Voting Membership The Association shall have two classes of voting membership (both classes of which shall be collectively referred to herein as Members) as follows:

Class A Class A Members shall be all those Members as defined in Article VI, Section 1 hereof, with the exception of the Developer. One vote shall be allocated to each Homesite owned by a Class A Member. When more than one person holds such interest or interests in any Homesite, all such persons shall be Members, and the person entitled to cast the vote for the Homesite shall be designated by a certificate filed with the Secretary of the Association, at any time before the vote is cast, signed by all record owners of the Homesite. If any Homesite is owned by a corporation, a similar certificate shall be required designating the person entitled to cast the vote for such Homesite. Lacking such certificate by multiple owners or corporation, the vote for that Homesite shall not be considered in determining the requirement for a quorum or any other purpose until such certificate is filed with the Secretary of the Association, except, however, when title to a Homesite is held by a husband and wife, they may, but shall not be required to, designate a voting member. If the husband and wife do not designate a voting member, and if both are present at a meeting, only one may vote on any given matter. If they are unable to agree on who shall vote, their vote shall not be counted. If no voting member is designated and only one spouse is present at a meeting, the spouse present may cast the vote for the Homesite without establishing the concurrence of the absent spouse. In no event shall more than one vote be cast with respect to any Homesite.

Class B The Class B Member shall be the Developer, its successors or its assigns. The Class B Member shall be entitled to five (5) votes for each Homesite owned until the Turnover Date. The Class B membership shall cease and be converted to Class A membership and be entitled to vote as such on the Turnover Date as defined in Article V, Section 3 hereof.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Purpose of Assessments The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Subject Property, maintaining, operating, and improving the Common Areas; enforcing the covenants; and for the improvement and maintenance of properties, services, and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed, or furnished, which are devoted to the purpose and related to the use and enjoyment of the Common Areas, including but not limited to, the payment of taxes and insurance on the Common Areas, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The assessments shall also provide reasonable reserves for deferred maintenance, replacements and betterments as further set out in the Association By-Laws

Section 2. Assessments Each Owner of any Homesite by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) annual assessments, or charges, and (2) special assessments for capital improvements and other expenditures that the Association deems appropriate, including special assessments for violations or damages as provided in this Declaration, the Articles of Incorporation and By-Laws, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Developer may, prior to the Turnover Date, either pay the annual or special assessments for each Homesite it owns, or maintain its Homesites at its expense and fund any deficits of the Association. The Developer shall, commencing on the Turnover Date or such earlier date as the Developer may determine, pay the prorated current annual or special assessments as to the Homesites that it owns and thereby its obligation to fund deficits of the Association shall automatically terminate. Thereafter, the Developer shall pay assessments on its Homesites as any other Owner. The annual and special assessments, together with such interest thereon and costs of collection thereof, including, without limitation, reasonable attorneys' fees incurred by the Association incident to the collection of such assessments, whether or not judicial proceedings are involved, and appeals, if any, shall be a charge on the land and shall be a continuing lien upon the Homesite against which each such assessment is made. Said lien shall be effective from and after the time of recording a claim of lien in the Public Records of Orange County, Florida, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien from the Association. Each such assessment, together with interest thereon and cost of collection, including, without limitation, reasonable attorneys' fees incurred by the Association incident to the collection of such assessment, whether or not judicial proceedings are involved, and

appeals, if any, shall also be the personal obligation of the person who is the Owner of such Homesite at the time the assessment is due and payable.

Section 3 Commencement and Maximum Annual Assessment

(a) Until January 1, 2002, the maximum annual assessment shall be Two Hundred Eighty Dollars (\$280 00) per Homesite

(b) From and after January 1 2002, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1, 2002, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds of each class of Members who are voting in person or by proxy, at a meeting duly called for that purpose.

(d) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum.

Section 4. Delinquent Assessments. If an assessment is not paid within fifteen (15) days after the due date, a late fee may be charged by the Association. The Board of Directors shall establish the amount of the late fee. No Owner may waive or otherwise escape liability for the assessments and/or the late fee provided for herein by non-use of the Common Areas or abandonment of his Homesite

Section 5 Rights of Association to Collect Delinquent Assessments Liens for assessments may be foreclosed by lawsuit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for unpaid assessments against the Owner personally obligated to pay same without waiving the lien securing same

Section 6 Assessments

(a) The regular annual assessment shall be Two Hundred Eighty Dollars (\$280 00) per Homesite per year, and shall commence to accrue on January 1, 2000 (the Regular Annual Assessment") Such annual assessment shall be payable annually in advance on the first of each January, and shall become delinquent if not paid within fifteen (15) days of said date. The Association may use any part or all of said sum for the purposes set forth in Section 1 of this Article

(b) At the initial closing of each Lot, the Association shall collect a one-time initial assessment in the amount of One Hundred Dollars (\$100 00) (the "Initial Assessment") Such Initial Assessment shall be in addition to the Regular Annual Assessment

Section 7 Method of Setting Annual Assessment The annual assessment may be increased or decreased by the Board of Directors of the Association after considering current maintenance costs and future needs of the Association, provided, however, that the annual assessment for each Homesite may not be decreased when outstanding obligations of the Association remain unpaid, and, further provided that the annual assessment be of sufficient amount to meet all obligations of the Association imposed by this Declaration. The Board of Directors shall fix the amount of the annual assessment against each Homesite at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

Section 8 Special Assessment In addition to the annual assessment authorized above, the Association may levy against the Owners of Homesites in the Subject Property, in any maintenance year, a special assessment applicable to that year only for the purpose of (1) defraying, in whole or in part, the cost of any unexpected expenditure not anticipated in the annual budget, or (2) the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto; or (3) for the purposes deemed appropriate by the Association, provided that any such assessment shall have the assent of fifty-one percent (51%) of the total votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. The due date of said special assessment shall be as provided by the resolution adopting such special assessment. A special assessment may also be levied against an Owner or Owners by the Association for violations or damages as provided in the Declaration, the Articles of Incorporation and By-Laws, and any such special assessment shall be due and payable when levied by the Association.

Section 9 Meeting to Adopt Special Assessment Written notice of any meeting called for the purpose of taking any action authorized under Section 8 of this Article VII shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members and of proxies entitled to cast thirty-three percent (33%) of the total votes of Members shall constitute a quorum and if a quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Notwithstanding anything in the following to the contrary, no meeting shall be required to levy special assessments for violations or damages as provided in Section 8 of this Article VII, or for non-compliance as provided in Section 2, Article XV hereof.

Section 10 Allocation of Assessments Among Homesites The allocation of annual and special assessments, other than special assessments incurred as a result of damage or violation of the Declaration, Articles of Incorporation and By-Laws, shall be set so that all Homesites shall be assessed at an equal rate.

Section 11. Certificate of Assessment Liability Upon demand, the Association shall furnish a certificate in writing signed by an officer of the Association to any Owner liable for an assessment. The certificate shall state whether said assessment has been paid and shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 12. Subordination of Assessment Lien to First Mortgages. The lien of all assessments provided for herein and all costs, expenses and attorneys fees secured by said lien shall be subordinate to the lien of any first mortgage recorded prior to the time of recording the claim of lien by the Association. Sale or transfer of any Homesite shall not affect the assessment lien. However, the sale or transfer of any Homesite pursuant to foreclosure of the first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. The extinguishing of the lien shall not affect the personal liability of the Owner at the time such assessment came due for payment of same. No sale or transfer shall relieve such Homesite from liability for any assessment coming due after such sale or transfer or from a lien therefor. A lien for any and all assessments shall not be affected by any sale or transfer of a Homesite, except that a sale or transfer pursuant to a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all Homesites.

Section 13. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) any parcel of property which serves as an easement or which is dedicated and accepted by a local public authority and devoted to public use, and (b) all Common Areas as defined in Article I, Section 1(c), hereof.

ARTICLE VIII ARCHITECTURAL REVIEW BOARD

Section 1. Composition of Architectural Review Board. The Developer shall, upon the recording of this Declaration, immediately form a committee known as the "Architectural Review Board," hereinafter referred to as "ARB", initially consisting of three (3) persons designated by the Developer. Their successors shall likewise be appointed by the Developer until the Turnover Date. After the Turnover Date, the ARB shall be appointed by the Board of Directors and shall serve at the pleasure of said Board and may be removed at any time without cause. Provided, however, that in its selection of the ARB, the Board shall be obligated to appoint the Developer or his designated representative to such Board for so long as the Developer owns any Homesite(s) in the Subject Property, and provided that the Board shall select *not* Owners as the remaining members of the ARB except to the extent an architect, surveyor or engineer or other such professional may be selected by the Board to lend their professional expertise to the

decision-making process. The ARB shall meet from time to time as necessary to perform its duties hereunder. A quorum of the ARB shall be two (2) members and no decision of the ARB shall be binding without a quorum present and at least two concurring votes by members of the ARB.

Section 2. Review by Architectural Review Board. In order to enhance, maintain and preserve values of the Subject Property and all Homesites located therein, and subject to Section 8 below, no building, fence, wall or other structure or improvement (including landscaping and pavement) shall be commenced, erected or maintained upon the Subject Property, nor shall any exterior addition to or exterior change or alteration be made to any previous improvement on a Homesite nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials, 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 Architectural Review board and until the ARB has received assurance acceptable to it that any damage to the Common Areas as a result of such additions or alterations will be repaired in a timely fashion. The ARB shall review such information to determine harmony of exterior design, and location in relation to surrounding structures and topography. The ARB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARB may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ARB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials. Until receipt by the ARB of all required plans and specifications, the ARB may postpone review of any plans submitted for approval. The ARB shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such thirty (30) day period, said plans shall be deemed approved. The ARB's approval or disapproval as required in these covenants shall be in writing. All changes in alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. For purposes of this Declaration and the duties and obligations created herein, the ARB shall be considered the agent of the Association and the Board.

Section 3. Approval Not to be Construed as Waiver. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 4. Architectural Review Board Expenses. The members of the ARB shall receive no compensation for services rendered, other than reimbursement for

expenses incurred by them in the performance of their duties hereunder. The ARB, however, shall have the power to engage the services of professionals for compensation for purposes of aiding the ARB in carrying out its functions.

Section 5. Inspection by Architectural Review Board. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article VIII, the Owner shall give written notice of completion to the ARB.

(b) Within thirty (30) days thereafter, the ARB or its duly authorized representative may inspect such improvement. If the ARB finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance. The thirty (30) day period shall not commence to run until the ARB receives from the Owner notice of completion. The ARB may in its discretion inspect the improvements upon completion and notify the Owner of noncompliance even if the Owner has not given the ARB notice of completion.

(c) In the event of non-compliance with the approved plans, the ARB shall simultaneously, upon notifying the Owner, notify the Board in writing of the perceived noncompliance. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Board shall notify the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvements or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a special assessment against such Owner for reimbursement.

(d) If for any reason the ARB fails to notify the Owner of any noncompliance within thirty (30) days after receipt of said written notice of completion from the Owner, the improvement shall be deemed to have been made in accordance with said approved plans.

(e) If an owner does not obtain the approval of the ARB as provided herein, then proceeds to make any improvements on its Homesite which requires ARB approval, the ARB upon discovery of such improvements may within thirty (30) days after discovery approve them as being in accordance with the requirements for approval, or the ARB may within said thirty (30) day period notify the Owner in writing of the noncompliance of those improvements. The ARB and the Board shall then proceed as is provided in Section 5(c) of this Article VIII.

Section 6. Limitations on Architectural Review Board Liability. Neither the ARB nor any member thereof, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARB's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability in such event. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Subject Property. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety, warranty of design, or conformance with building or other codes.

Section 7. Variances. The ARB may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variances must be evidenced in a writing signed by at least two (2) members of the ARB. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority, nor to obtain a similar variance from other architectural committees having jurisdiction.

Section 8. Exemption of Developer. The Developer shall be exempt from the provisions of this Article VIII and all subsections hereof with respect to improvements, alterations and additions desired to be made by Developer in the Subject Property and this shall be so whether said improvements are Living Units or are in relationship to the Common Areas. The Developer shall not be obligated to obtain ARB approval for any consideration or changes in construction which the Developer may elect to make in the Subject Property at any time.

Section 9. Attorneys' fees and Costs. For all purposes necessary to enforce or defend this Article, the ARB, the Developer, and/or the Association shall be entitled to collect reasonable attorneys' fees, costs and other expenses from the Owner whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, and the Board may assess such amounts in the form of a special assessment against said Owner.

Section 10. Fences No fence, wall or other structure shall be erected, placed or altered on any Homesite without the prior written approval of the ARB

Section 11. Landscaping The ARB shall approve all plans for landscaping of any Homesite, including but not limited to changes, replanting, and replacements of landscaping, prior to the Owner planting any shrubbery, trees or plants on any Homesite in the Subject Property

Section 12. Windows No window or wall air-conditioning units shall be permitted to be placed in or on a Living Unit unless the prior written consent of the ARB is obtained. No Living Unit shall have aluminum foil placed in any window or glass door, or any reflective substance placed on any glass, except as may be approved by the ARB for energy conservation purposes

Section 13. Replacement In the event that any Living Unit is destroyed by or removed for any cause whatsoever, any replacement must be with a Living Unit of a similar size and type, however, not exceeding the dimensions of the previous Living Unit. The plans and specifications for any new Living Unit must be approved, in writing, by the ARB.

Section 14. Swimming Pools Any swimming pool to be constructed on any Homesite shall be subject to the requirements of the ARB, which include, but are not limited to, the following

(a) Composition to be of material thoroughly tested and accepted by the industry for such construction

(b) All pool screening material shall be of a color in harmony with the exterior of the Living Unit. No raw aluminum color screen will be allowed

Section 15. Awnings, Canopies and Shutters No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any building unless such awnings, canopies or shutters have been approved by the ARB

ARTICLE IX MAINTENANCE

Section 1. Maintenance by the Owner Maintenance in good order, condition and repair of the interiors and exteriors of Living Units and of all mechanical equipment, plumbing and electrical facilities located on a Homesite servicing the Living Unit thereon, and any pool, hot tub, spa or similar facility located on a Homesite, and any equipment and appurtenances, is the responsibility of the Owner. The Owner shall

promptly perform such maintenance so as to keep the Living Unit and Homesite in a good state of repair and in conformity with the aesthetic standards required from time to time by the Association

Section 2 Maintenance by the Association. The Association shall be responsible for the exclusive maintenance and repair of the following:

(a) Common Areas Except as otherwise expressly provided herein, the Association shall maintain, repair, replace, protect and improve the Common Areas and any improvements thereon, and shall maintain any lakes located in the Common Areas.

(b) Stormwater Management System. The Association shall be responsible for the maintenance, operation, repair and replacement of the Stormwater Management System. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by SJRWMD. Any repair or reconstruction of the Stormwater Management Systems shall be as permitted or, if modified, as approved by SJRWMD. The Association hereby agrees to accept the transfer of any and all permits issued by SJRWMD with regard to the Stormwater Management System as soon as requested by the Developer after the portion of the system covered by the applicable permit shall have been constructed or installed by the Developer.

Section 3 Association May Contract for Services. The Association may contract for the management of all or part of the Subject Property for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration. The Association may contract with public or private utility companies for purposes of supplying utility services to the Subject Property and may assess the costs and expenses charged by such utility companies as part of the annual assessments or as a special assessment if the utility company does not bill those costs and expenses directly to the Owner.

Section 4 Maintenance of Fences. Any fences or walls surrounding portions of the Subject Property shall be maintained by the Association, and a perpetual easement of ingress and egress over the Homesites and Living Units abutting said fences or walls is hereby granted to the Association for purposes of construction, maintenance, repair, and landscaping activities related to any such fences or walls.

**ARTICLE X
RESTRICTIVE COVENANTS**

Section 1 The Subject Property Subjected to Restrictive Covenants. The Subject Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon each and every Owner, with the exception of the Developer, who shall acquire hereafter a Homesite or any portion of the Subject Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns. These restrictive covenants may be more restrictive than the requirements of Orange County; in any event, these restrictions shall prevail.

Section 2 Residential Use. No Homesite shall be used for any purpose except for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any Homesite within the Subject Property other than one Living Unit, a private attached garage, and structures such as swimming pools, screened enclosures and patios, except in the case where the Developer determines in its sole discretion to modify the use of a Homesite to use as Common Areas. Such modification may be made by the Developer amending this Declaration without the necessity of joinder by any Owner or mortgagees of Homesites. Provided, however, that notwithstanding any language to the contrary herein, nothing shall preclude the Developer or its agent from maintaining offices for the purposes of promoting the sale of Homesites and Living Units within the Subject Property which includes access to and use of the Common Areas by any required sales personnel and any attendant personnel required to be present to facilitate such sales.

Section 3 Dwelling Size Setbacks. All Living Units constructed on Lots 1 through 63, inclusive, FULLERS CROSSING, according to the Plat thereof, shall have a minimum of 1,400 square feet of living area. The floor space within a garage, breezeway, porch, or an unfinished storage or utility room shall not be included within the living area for the purpose of determining the minimum allowable living area. All improvements to Lots shall meet the following minimum setback requirements:

| | <u>Lots 1-20, 62,63</u> | <u>Lots 21-61</u> |
|----------------------|-------------------------|-------------------|
| Front Yard Setback | 25' | 25' |
| Each Side Yard | 5' | 7.5' |
| Rear Yard | 25' | 25' |
| Corner Lot Side Yard | 25' | 25' |

Section 4 Living Unit Characteristics. No Living Unit shall exceed thirty-five (35) feet in height, nor exceed two (2) stories. Living Units Constructed on Lots 1 through 63, inclusive, FULLERS CROSSING, according to the Plat thereof, shall have at a minimum a one (1) car enclosed garage. No detached garage structure will be permitted.

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

Section 6. Fences. After the appropriate written approvals have been received from the ARB, fences will be permitted, subject to the following restrictions and permitting by Orange County:

(a) Fences shall not exceed six (6) feet in height and shall be made of a wood material, authentic brick, decorative iron or aluminum of a style and type approved by the ARB. No chain link fence will be permitted.

(b) Fences will not be permitted beyond the front building line. In the case of a corner lot, the side yard adjacent to the street cannot have a fence closer than ten (10) feet from the property line.

(c) All fencing will show the finished side to the exterior of the lots, i.e. wooden fences will have all braces or stringers facing the interior of the lot.

(d) All Homesites adjacent to conservation, water or park areas, are discouraged from having fencing. If there are circumstances where a yard needs to be enclosed for containment of children or animals, a four (4) foot open picket fence will be considered, but adjustment of the fence location may be necessary to protect the adjacent property owner's view. Lots 49-55 may not have a rear yard fence erected any farther than one hundred and twenty five (125) feet from the right of way line at the front of the respective lot in order to preserve maintenance vehicle access around the perimeter of the retention area in Tract "E".

Section 7 Temporary Structure Not to be Used as Residence No structure of a temporary character, trailer, boat, motor home, recreational vehicle, tent, shack, garage, barn or other outbuilding shall be used on any Homesite at any time as a residence or appendage to such residences, either temporarily or permanently.

Section 8 Parking Each Homesite shall have provision for the parking of at least two (2) automobiles. No motor homes, recreational vehicles, boats, trailers, trucks or other motor vehicles in excess of a three-quarter (3/4) ton rating, shall be allowed to be kept or parked on any Homesite in excess of forty-eight (48) hours except in a garage or other areas which may be designated by the Association in its discretion for such use. The parking and storage of automobiles shall be limited to the driveways of Homesites and other areas designated by the Association. All motor vehicles must be maintained so as not to create an eyesore in FULLERS CROSSING. There shall be no repair, assembling or disassembling of motor vehicles except in the garage. The Board of Directors is specifically authorized to promulgate additional rules and regulations pertaining to parking, and the Board of Directors is specifically granted the right to

enforce this provision by the towing of vehicles in violation of these provisions at the expense of the Owner, which shall be deemed a special assessment against the Owner, immediately due and payable.

Section 9 Antenna No radio, television or any other exterior electronic or electrical equipment, antenna, aerial or dish shall be installed or maintained on the exterior of any Living Unit or structure on a Homesite or on any portion of any Homesite unless and until the location, size and design thereof shall have been approved by the ARB. This provision shall not restrict the right of the Developer at its election to install a master antenna, cable television and security system in FULLERS CROSSING

Section 10 Mailboxes No mailbox or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected by an Owner unless the size, location, design and type of material for said boxes or receptacles shall have been first approved in writing by the ARB

Section 11 Nuisances No noxious or offensive activity shall be carried on upon any Homesite, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any disturbance be permitted which will interfere with the rights, comfort, or convenience of other Owners and their guests, lessees or invitees

Section 12 Pets No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Homesite, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Pets shall be on a leash at all times when outside the Living Unit (unless the pet is within a securely fenced area). Pets found running loose shall be reported to the appropriate governmental agency and will be picked up and impounded. If, after receipt of written notice by the Association of a violation of the provisions of this paragraph, the Owner does not correct such violations, the Association may proceed to levy a special assessment as provided in Article XV, Section 2, hereof

Section 13 Signs To preserve the Aesthetic quality of the Subject Property, no sign of any kind shall be displayed to the public view on any Homesite without the prior written consent of the ARB except, however, the following, which may be displayed without the consent of the ARB: (a) signs may be used by a builder or the Developer to advertise during the construction and sales period of any Living Unit including without limitation, direction signs, and signs for the designation of models and sales office, and (b) one "for sale" sign may be displayed by an Owner when reselling a Homesite or Living Unit

Section 14 Trash No Homesite shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be bagged and tied and kept in covered sanitary containers in the garage or at the rear of the Living Unit out of sight from the street. On those days when garbage pick ups are made at the Subject Property,

the Owners shall place their bagged and tied garbage on the Homesite and adjacent to the street for pickup. There shall be no burning of trash or any other waste materials on the Subject Property. In the event trash must be collected from a receptacle servicing more than one Homesite to meet the requirements of the collection company or agency, all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle. In no event shall trash be placed outside the receptacle. The Developer reserves for itself and for builders constructing improvements within the Subject Property the right during construction to maintain a receptacle for garbage and trash on the Subject Property.

Section 15 Clotheslines It is prohibited to hang and or dust garments, rugs, or any other materials from the windows, balconies or from the exterior of any Living Unit. Outside clotheslines or other exterior clothes drying facility shall be permitted if located within the rear fenced courtyard of a Living Unit at a height no higher than that of the rear fence of said Living Unit.

Section 16 Fencing Areas Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. Fencing may be erected within such easements upon written approval of Orange County and the ARB.

Section 17 Driveways All driveways shall be maintained in the style originally established by the Developer, unless otherwise approved by the ARB. Driveways shall not be painted or colored.

Section 18 Leases All leases of Homesite and Living Units shall be restricted to residential use. No lease shall be for a term less than seven (7) months. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to the Subject Property or portion thereof caused by the negligence of the tenant.

Section 19 Exemption of Developer The Developer, as long as it owns any Homesite or Living Unit in the Subject Property or in the event that the Developer is doing construction work or repair work in the Subject Property, shall be exempt from the provisions of this Article X.

Section 20 Assessment for Cure of Violations The Association or the Developer, prior to Turnover, and the Association thereafter, after giving an Owner reasonable notice and opportunity to cure a violation of Article X, may enter upon a Homesite for the purposes of curing the violation, and the Association shall have no liability to the Owner, whether for trespass or otherwise as a result of such entry upon the Homesite. The cost thereof shall be charged against the Owner as a special assessment.

Section 21 Rear Yard Swales An owner may plant grass and other commonly used landscaping within, and shall be required to mow and maintain any rear yard swale affecting its Homesite. There shall be no construction, installation or placement of signs, buildings, fences, walls, roads or any other structures or improvements within the rear yard swales. Dumping or placing of trash, waste or unsightly or offensive materials within the rear yard swale is prohibited. Excavation, dredging or removal of earth berms to in any way modify swales is prohibited. The rear yard swales will affect only Lots 1 through 20, inclusive of FULLERS CROSSING, according to the Plat thereof.

ARTICLE XI INSURANCE AND TAXES

Section 1 Insurance Property and casualty insurance on the Common Areas shall be maintained by the Association. The Association shall also purchase public and general liability insurance, flood insurance and such other insurance as may be necessary on the Common Areas in the judgment of the Association, and for purposes of property operating the Association. The Association shall also purchase liability insurance covering the Association's Directors and Officers. The premiums for all insurance policies purchased by the Association shall be deemed to be general expenses for the Association and shall be paid by the Owners through the annual assessments against each Homesite or Living Unit, as provided in this Declaration. All such insurance shall meet any and all requirements of the Federal National Mortgage Association ("FNMA"). Each Owner may obtain and shall be responsible for the payment of any insurance such Owner desires on his Homesite or Living Unit or on any personal property contained within such Living Unit or on such Homesite. No person other than the Owner of a Homesite, or the Mortgagee where permitted by the Mortgage, shall have the right to place hazard or liability insurance for that Homesite. Proceeds of insurance claims shall be paid only to the Owner of the Homesite and/or to the Mortgagee.

Section 2 Living Unit Taxes All real estate and personal property taxes assessed against a Homesite and Living Unit shall be the responsibility of the Owner of the Homesite and Living Unit.

Section 3 Association Taxes The Association shall be responsible for real property and personal property taxes assessed against the Common Areas, and any personal property located thereon owned by the Association.

ARTICLE XII ADDITIONAL COVENANTS AND RESTRICTIONS

Except for the Developer, no Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Subject Property.

Section 1. Amendments Until the Turnover Date Subject to the provisions of Section 7 of Article III hereof, until the Turnover Date, the Developer shall have the sole right and power of amendment, annulment or waiver of this Declaration, and such amendment, annulment or waiver by the Developer shall not require the joinder of Owners or mortgagees of any interest in the Subject Property. Until the Turnover Date, no such amendment, annulment or waiver shall be made without the prior written consent of the Developer, its successors and assigns. Moreover, as long as the Developer owns a Homesite in the Subject Property, the Developer reserves and shall have the sole right (a) to amend this Declaration for the purpose of curing any ambiguity herein or any inconsistency between or among the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Subject Property which do not unreasonably lower standards of the covenants and restrictions herein contained, and (c) to release any Homesite from any part of this Declaration which has been violated if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

Section 2. Amendments On or After the Turnover Date Subject to the provisions of Section 7 of Article III hereof, on and after the Turnover Date, any provisions, covenants or restrictions set forth in this Declaration may be amended, annulled, waived, or terminated as follows. No amendment shall be made which shall affect the rights and obligations of the Developer, unless the Developer consent to same. The Members who represent votes totaling at least two-thirds (67%) of the total votes of each class of Members may change, amend, annul, waive, or terminate, any provision hereof, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such change or amendment and having the same duly recorded in the Public Records of Orange County, Florida. In lieu of the recorded instrument executed as provided above, such instrument to be recorded may be executed by the Association, provided there is a certification in such recorded instrument that a duly authorized Owners' meeting was convened with the requisite quorum and necessary affirmation vote totaling two-thirds (67%) of the total votes of each class entitled to be cast by Members entitled to vote in person or by proxy for said amendment in accordance with the terms of this Declaration.

Section 3. Amendment to Articles and By-Laws The Articles of Incorporation and By-Laws of the Association may be amended in the manner so provided in such documents.

Section 4. Notice of Amendment Recording of an amendment, change, annulment, waiver or termination, properly made in accordance with the terms of Section 1 and Section 2 in this Article XIII shall be deemed notice to all Owners of the terms thereof, and all Owners shall be bound by its terms.

Section 5 FHA/VA Approval. As long as there is a Class B Membership, the following actions shall not require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, mortgaging of Common Areas, dedication of Common Areas, an amendment of this Declaration of Covenants and Restrictions, mergers and consolidations, and dissolution and amendment of the Articles of Incorporation of the Association.

Section 6. SJRWMD Approval. Any amendment to the Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of SJRWMD.

ARTICLE XIV DURATION

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Developer, the Association, and their respective legal representatives, heirs, successors and assigns until amended or modified according to the terms of Article XIII hereinabove set forth. The consent of Owners of Homesites to which sixty-seven percent (67%) of the votes of each class of members of the Association are allocated and the approval of holders of first mortgages on Homesites which have at least fifty-one percent (51%) of the total votes of each class of membership of Homesites subject to first mortgages, shall be required to terminate the covenants and restrictions of the Declaration, except that the percentage of votes necessary to terminate set out in Section 7, Article V shall control as to termination pursuant to the provisions thereof. Termination shall be accomplished in the same manner as set forth for amendment to the Declaration in Article XIII, except that the specific percentages herein shall apply. At such time as the covenants and restrictions of the Declaration are terminated, any distributions made by the Association shall be to all Owners of the Homesites and their first mortgagees as their interest may appear. Distributions shall be made so that each Homesite receives an equal allocation of such distribution, less any obligations of the Owner to the Association.

ARTICLE XV ENFORCEABILITY

Section 1 Parties Who May Seek Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the provisions of this Declaration, the By-Laws, the Articles of Incorporation of the Association or the Rules and Regulations promulgated by the Developer or the Association, it shall be lawful for the

developer, an individual Owner, the ARB, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such provisions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all or any such violations or attempted violations, or any other equitable relief. Should the Developer, the ARB, and/or the Association be required to enforce or defend the provisions thereof, their reasonable attorney's fee 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 opposing party. In any proceedings by the Association against the Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of an annual assessment, including, but not limited to a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, any individual Owner, the ARB, or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. Special Assessment Due to Noncompliance In addition to all other remedies provided in this Declaration, the Board of Directors, in its sole discretion, may levy a special assessment upon an Owner for failure of the Owner, his family, guests, lessees, licensees, invitees, or employees, to comply with any provision in this Declaration or the Articles, By-Laws or Rules and Regulations of the Association, provided that the enforcement of any assessment here shall be in accordance with applicable Florida statutes.

Section 3. Invalidation The invalidation of any provision or provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 4. Notice Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the record of the Association at the time of such mailing.

Section 5. Enforcement ORWMD shall have the right to enforce by a proceeding at law or in equity the provisions contained in this Declaration which relate to the operation, maintenance, repair and replacement of the Stormwater Management System.

**ARTICLE XVI
CONDEMNATION AND RECONSTRUCTION AND REPAIR
AFTER CASUALTY OR CONDEMNATION**

Section 1 Association Agent in Condemnation Settlement The Association shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of the Common Areas, or which touches upon, concerns or affects the use of the Common Areas; and the Association shall represent the Owners of the Homesites and is hereby irrevocably appointed agent for each Owner of a Homesite in any condemnation proceeding or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or any part thereof. In the event of a taking or acquisition of part or all of the Common Areas by a condemning authority, the award or proceeds of settlement shall be payable to the Association, and any disbursement of such awards or proceeds to the Owners of Homesites shall be for the benefit of such Owners of Homesites and their mortgagees as their interests may appear.

Section 2 Partial or Total Destruction of Common Areas If any part of the Common Areas shall be partially or totally damaged by casualty it shall be reconstructed or repaired unless seventy-five percent (75%) of the votes of each class of Owners of a Homesite in the Subject Property and holders of first mortgages on Homesites which have at least sixty-seven percent (67%) of the votes of each class of Homesites subject to first mortgages shall within sixty (60) days after such casualty agree in writing that the same shall not be reconstructed or repaired.

Section 3 Reconstruction or Repair of Common Areas Any reconstruction or repair of the Common Areas as a result of casualty or condemnation must be substantially in accordance with the plans and specifications of the original Common Areas; or if not, then according to plans and specifications approved by the Board of Directors of the Association which shall be of similar kind and quality as the original plans and specifications.

Section 4 Estimate of Costs Prior to reconstruction or repair of the Common Areas as a result of casualty or condemnation, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

Section 5 Assessments for Reconstruction and Repair If proceeds of insurance or the condemnation proceedings are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, a special assessment shall be made against the Owners of each Homesite in sufficient amounts to provide payment for such costs. Such special assessments shall be assessed in an equal amount against each Owner of a

Homesite, except the Developer which shall be obligated to pay such special assessment to the extent provided in Article VII, Section 8 of the Declaration

Section 6 Repair or Replacement of Living Unit Each Living Unit Owner shall be required to reconstruct or repair any Living Unit destroyed by fire or other casualty, whether or not such destruction shall have been an insured loss

ARTICLE XVII RIGHTS RESERVED TO THE CITY OF WINTER GARDEN

Section 1. No code violation No portion of this Declaration shall endorse, allow, or sanction the violation of any code or ordinance of the City of Winter Garden or any statute or law


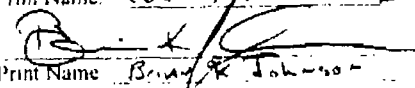
Section 2. Right to maintain and repair The City of Winter Garden has the right, but not the obligation, to access, maintain, repair, replace and /or otherwise care for or cause to be cared for any and all private easements, common property and /or rights-of-way, including, but not limited to, Tracts A and B (Signage and Wall Areas), Tracts C and D (Recreation Areas), Tract E (Retention Area), and Tract F (Conservation Area) depicted on the plat as recorded in the Public Records of Orange County, FL whose primary name is Fullers Crossing Phase 1. In the event said private easements, common areas, improvements and/or rights of way, including but not limited to Tracts A-F, are not maintained or such become a nuisance or in the event the City of Winter Garden exercises the aforementioned right, the Association and each of the Owners are ultimately jointly and severally responsible for payment of the cost of maintenance, repair, replacement and care provided by the City of Winter Garden or its agents plus administrative costs and attorneys' fees incurred by or for the City of Winter Garden. Said costs shall be a lien or assessment on all lots in the subdivision and on all Common Areas and may be enforced by foreclosure proceedings and other remedies. This right and the City's exercise of said right shall not impose any obligation on the City to maintain, repair, replace or care for said private easements, common areas, improvements or rights-of-way, including, but not limited to, Tracts A-F and the improvements contained therein

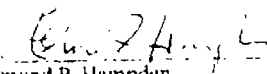
Section 3 City approval required In the event that this Declaration is terminated or amended in such a way to affect the Owners' responsibilities for the maintenance of any and all private easements, common property and or rights-of-way including without limitation Tracts A-F, the City of Winter Garden has the right to timely approve and consent to any such termination or amendment. In addition, in the event that the Association merges or consolidates with another corporation or entity, the City of Winter Garden has the right to timely approve and consent to any such merger or consolidation. In any such event, approval or consent shall not be unreasonably withheld

IN WITNESS WHEREOF, the Developer, FULLERS CROSSING LLC, has caused this instrument to be executed as of the day and year first above written

Signed, sealed and delivered in the presence of.

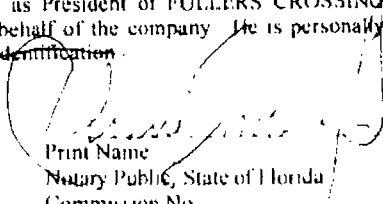
FULLERS CROSSING LLC, a Florida limited liability company


Print Name: Edmund P. Hampden III

Print Name: Brian R. Johnson

By: 
Edmund P. Hampden
President
604 South Lake Sybelu Drive
Maitland, Florida 32751

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 10 day of July, 2000, by Edmund P. Hampden as President of FULLERS CROSSING LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced as identification.


Print Name
Notary Public, State of Florida
Commission No
My commission expires


 Cheri Emery Trotter
My Commission 00849834
Expires April 14, 2000

EXHIBIT "A"
LEGAL DESCRIPTION

FULLERS CROSSING PHASE 1

LEGAL DESCRIPTION FOR FULLER'S CROSS PHASE 1

A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 WEST OF THE RAILWAY (LESS THE WEST 175 FEET OF THE NORTH 575 FEET) IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, TOGETHER WITH COMMENCING AT THE POST AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST, RUN THENCE NORTH 3 CHAINS, THENCE WEST 9 CHAINS AND 67 LINKS, THENCE SOUTH 15 CHAINS AND 10 LINKS, THENCE EAST 4 CHAINS AND 72 LINKS, THENCE SOUTH 12 CHAINS AND 72 LINKS TO THE NORTH SIDE OF AN AVENUE 30 FEET WIDE RUNNING EAST AND WEST, THENCE EAST ALONG THE NORTH SIDE OF SAID AVENUE 4 CHAINS AND 85 LINKS, THENCE NORTH 24 CHAINS AND 82 LINKS TO THE PLACE OF BEGINNING

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, THENCE RUN 5.00°19'06"W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, FOR A DISTANCE OF 569.57 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE, 5.00°19'06"W ALONG SAID WEST LINE 5.43 FEET, THENCE N 89°48'19"E, FOR A DISTANCE OF 174.87 FEET, THENCE N 00°18'49"E, A DISTANCE OF 575.31 FEET TO THE NORTH LINE OF SAID SECTION 12, THENCE N 89°41'42"E, A DISTANCE OF 1335.53 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, THENCE 5.00°11'48"W ALONG SAID EAST LINE, A DISTANCE OF 462.56 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ABANDONED ATLANTIC COASTLINE RAILROAD, THENCE S 44°50'47"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1225.15 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, THENCE S 89°47'41"W, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 451.03 FEET, THENCE S 00°19'31"W, A DISTANCE OF 308.14 FEET TO THE NORTH RIGHT-OF-WAY LINE OF FULLER'S CROSSING ROAD, THENCE S 89°59'55"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 326.12 FEET, THENCE N 00°16'34"E, 847.81 FEET, THENCE S 89°43'06"E, A DISTANCE OF 138.17 FEET TO A POINT ON A NON-TANGENT CURVE (CONCAVE SOUTHEASTERLY) AND HAVING A RADIUS OF 2000 FEET AND A CHORD BEARING OF N 10°00'00"E, THENCE NORTH EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°00'00" FOR AN ARC LENGTH OF 529.00 FEET, THENCE N 12°06'45"E, 19.44 FEET TO A POINT OF CURVATURE OF A CURVE (CONCAVE NORTHWESTERLY) AND HAVING A RADIUS OF 2000 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°12'39" FOR AN ARC LENGTH OF 440.8 FEET, THENCE N 00°18'00"E, A DISTANCE OF 516 FEET TO THE POINT OF CURVATURE OF A CURVE (CONCAVE SOUTHWESTERLY) AND HAVING A RADIUS OF 2000 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°00'00" FOR AN ARC LENGTH OF 529.00 FEET, THENCE N 00°43'00"E, A DISTANCE OF 56.00 FEET TO A POINT ON A NON-TANGENT CURVE (CONCAVE NORTHWESTERLY) AND HAVING A RADIUS OF 2000 FEET AND A CHORD BEARING OF N 45°00'00"E, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°00'00" FOR AN ARC LENGTH OF 529.00 FEET, THENCE N 02°06'00"E, A DISTANCE OF 21.99 FEET, THENCE S 89°40'54"E, A DISTANCE OF 1230.00 FEET TO THE POINT OF BEGINNING.

UNLITREAL

CONTAINS 10,000 SQUARE FEET OR THEREABOUTS, MORE OR LESS.

EXHIBIT "B"
LEGAL DESCRIPTION

Recorded - Martha O. Haynie

FULLERS CROSSING, PHASE II

LEGAL DESCRIPTION FOR FULLER'S CROSSING, PHASE II

A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4
WEST OF THE RAILWAY (LESS THE WEST 1/2
FEET OF THE NORTH 526 FEET) IN SECTION 12,
TOWNSHIP 22 SOUTH, RANGE 22 EAST, ORANGE
COUNTY, FLORIDA TOGETHER WITH
COMMENCING AT THE POINT AT THE SOUTHWEST CORNER OF THE
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1,
TOWNSHIP 22 SOUTH, RANGE 22 EAST, RUN THENCE NORTH
5 CHAINS, THENCE WEST 9 CHAINS AND 67 LINKS, THENCE
SOUTH 15 CHAINS AND 10 LINKS, THENCE EAST 4 CHAINS AND
22 LINKS, THENCE SOUTH 12 CHAINS AND 22 LINKS TO
THE NORTH SIDE OF AN AVENUE 30 FEET WIDE
RUNNING EAST AND WEST, THENCE EAST ALONG THE NORTH
SIDE OF SAID AVENUE 4 CHAINS AND 95 LINKS, THENCE
NORTH 24 CHAINS AND 82 LINKS TO THE PLACE OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS
BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4, SOUTHEAST
1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 22 EAST, THENCE RUN
N00°06'11"E, A DISTANCE OF 198.00 FEET, THENCE S10°34'50"W,
A DISTANCE OF 635.33 FEET, THENCE S00°19'56"W, A DISTANCE OF
986.15 FEET, THENCE N89°43'26"E, A DISTANCE OF 404.43 FEET TO THE
WEST LINE OF FULLER'S CROSSING, PHASE I, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK _____, PAGE _____, PUBLIC RECORDS,
ORANGE COUNTY, FLORIDA, THENCE N00°16'54"E, A DISTANCE OF 1.19 FEET
TO THE NORTHERLY LINE OF AFOREMENTIONED FULLER'S CROSSING, PHASE I,
THENCE ALONG SAID NORTHERLY LINE OF FULLER'S CROSSING, PHASE I, RUN
THENCE S89°43'26"E, A DISTANCE OF 108.12 FEET TO A POINT
ON A NON-TANGENT CURVE (CONCAVE SOUTHEASTERLY) AND HAVING
A RADIUS OF 2000.00 FEET AND A CHORD BEARING OF N00°07'01"E,
THENCE N00°07'01"E ALONG THE ARC OF SAID CURVE THROUGH
A CENTRAL ANGLE OF 89°43'26" AS AN ARC LENGTH OF 108.12
FEET, THENCE N00°56'45"E, 194.44 FEET TO A POINT OF
CURVATURE OF A CURVE (CONCAVE NORTHWESTERLY) AND HAVING
A RADIUS OF 2000.00 FEET, THENCE N00°04'26"E ALONG THE
ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 107°17'11"
FOR AN ARC LENGTH OF 44.00 FEET, THENCE N00°07'01"E,
A DISTANCE OF 516 FEET TO THE POINT OF CURVATURE OF A CURVE
CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2000.00 FEET,
THENCE N00°07'01"E ALONG THE ARC OF SAID CURVE THROUGH
A CENTRAL ANGLE OF 107°17'11" AS AN ARC LENGTH OF 44.00 FEET,
THENCE N00°07'01"E, A DISTANCE OF 500 FEET TO A POINT
ON A NON-TANGENT CURVE (CONCAVE NORTHWESTERLY) AND HAVING A
RADIUS OF 2500 FEET AND A CHORD BEARING OF N45°00'00"E,
THENCE N00°07'01"E ALONG THE ARC OF SAID CURVE THROUGH
A CENTRAL ANGLE OF 89°43'26" AS AN ARC LENGTH OF 500 FEET,
THENCE N00°07'01"E, A DISTANCE OF 275 FEET, THENCE
S89°43'26"E, A DISTANCE OF 1750 FEET TO THE WEST LINE OF
THE NORTHWEST 1/4 OF SAID SECTION 12, THENCE N00°07'01"E
ALONG SAID WEST LINE 500 FEET TO THE PLACE OF BEGINNING.

ORL/PREALEST/4208-1
2000-0167473

This Instrument Prepared By and
Should Be Returned To:

Edmund P. Hampden
Tallman Development Company
604 S. Lake Sybelia Drive
Maitland, FL 32751



**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF FULLERS CROSSING**

**THIS AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS** (this "Amendment") is made and entered into as of the 10th
day of September, 2001 by Fullers Crossing LLC, a Florida limited liability
company, hereinafter referred to as ("Developer").

W I T N E S S E T H:

WHEREAS, Developer recorded that certain Declaration of Covenants and
Restrictions of Fullers Crossing, dated February 18, 2000 and recorded April 24, 2000 in
Official Records Book 5987, Page 4207, Public Records of Orange County, Florida (the
"Declaration"); and

WHEREAS, the Turnover Date, as defined in Article V, Section 3 of the
Declaration has not yet occurred and pursuant to Article XII, Section 1 of the
Declaration, Developer has the sole power to amend the Declaration; and

WHEREAS, Developer desires to amend the Declaration as hereinafter set forth,

NOW, THEREFORE for and in consideration of the premises and covenants
hereinafter set forth, the Developer hereby amends the Declaration as follows:

1. Article IX, Section 1 is hereby amended to read:

Maintenance by the Owner. It shall be the responsibility of the Owner to
maintain in good order, condition and repair a.) the interior and exterior of
his or her Living Unit and Homesite b.) all mechanical equipment,
plumbing and electrical facilities located on his/her Homesite which
services the Living Unit thereon c.) any pool, hot tub, spa or similar
facility, any equipment and appurtenances located on his/her Homesite

and d.) all landscaping, landscaping features, grass and plants located and/or installed on his/her Homesite .

2. Article X, Section 6, paragraph (a) is hereby amended to read:
 - (a) Fences shall not exceed six (6) feet in height and shall be made of a wood material, authentic brick, decorative vinyl, decorative iron or aluminum, or of a material and style approved by the ARB. No chain link fences shall be permitted.

3. Article X, Section 6, is hereby amended by the addition of the following as subsections (e) and (f):
 - (e) All exterior surfaces of any wood fence which can be seen from any street or entryway of the Subject Property shall be painted with an acrylic sealer or paint of a color that matches the paint color of the house located on the Homesite. The acrylic sealer shall be applied to the wood fence immediately after a 90 day cure period after the fence has been installed, and shall be repainted as needed in order to maintain the fence in a neat, clean and good condition.
 - (f) No chain link fences shall be permitted on any Homesite, or portion thereof, unless installed by the Developer during construction periods or around any retention or detention areas as required by any governmental or quasi-governmental agency or authority.

4. Article X, Section 15, is hereby amended by the addition of the following to the second sentence of said section:

"; provided, however, no outside clotheslines or other exterior clothes drying facility which can be seen from any adjacent Homesite or from any stree or entryway of the Subject Property shall be permitted.

5. Article X is hereby amended by the addition of the following Sections 22, 23, 24, and 25:

Section 22. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls or on any roof of any Living Unit. Central air conditioning uits shall be screened from view by such walls and landscaoing as may be required and first approved by the ARB. No building shall have



any aluminum foil or any reflective substance or other materials, as determined by the ARB in its sole discretion, place on any window or glass door, unless such aluminum foil or reflective material or substance is for energy conservation purposes and shall have first been approved by the ARB.

Section 23. Recreational Facilities. No tree houses or skate board or bicycle ramps shall be constructed or place upon any Homesite. No mobile, non-permanent basketball goals shall be permitted, unless the type of equipment to be installed and the location thereof shall have first been approved by the ARB.

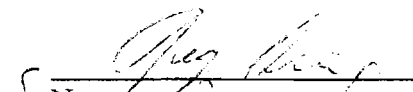
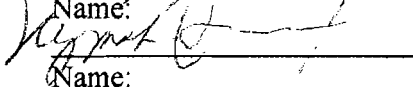
Section 24. Garage. Each Living Unit shall have a garage large enough to accomodate at least two (2) cars. The garage doors shall be maintained in operating condition and shall remain in the down position at all times, except when moving cars in or out of the grage or transporting items to and from the Living Unit through the garage.


Section 25. Entryways and Exterior of Living Units. Each Owner shall keep the entryway to and the ecxterior of his Living Unit in a clean and orderly condition, free of debris and unsightly, inappropriate or offensive material as determined by the ARB in its sole discretion.

- 6. All other terms, covenants and restrictions set forth in the Declaration not amended hereby shall remain in full force and effect as set forth in the Declaration.

Signed, sealed and delivered
in the presence of:

FULLERS CROSSING LLC, a
Florida limited liability company


Name: _____

Name: _____

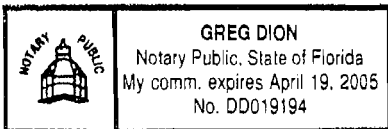
By: 
Title: President

STATE OF FLORIDA
COUNTY OF ORANGE



The foregoing instrument was acknowledged before me this 10th day of September, 2001 by Edmund P. Hampden as President of Fullers Crossing LLC, on behalf of the limited liability company. He/she is personally known to me or has produced FLHS13-215-51-290 as identification and did not take an oath.

Witness my hand and official seal in the County and State last aforesaid this 10th day of September, 2001.



Greg Dion
Notary Public signature
Print name: Greg Dion
Notary commission No.:
My commission expires: April 19, 2005