

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR

SEMINOLE CO. FL.

TUSKAWILLA SPRINGS HOMEOWNERS' ASSOCIATION, INC.

This DECLARATION, made as of Month 12, 1986 by MARONDA
HOMES INC., OF FLORIDA, a Florida corporation, hereinafter
referred to as "Declarant".

W I T N E S S E S:

WHEREAS, Declarant is the owner of certain property in the
County of Seminole, State of Florida, which is more particularly
described in Exhibit "A" attached hereto; and

WHEREAS, Declarant has created upon said property a planned
community with permanent landscaping and other community facili-
ties for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation
and enhancement of the property values, amenities and oppor-
tunities in said community and for the maintenance of the proper-
ties and improvements thereon, and to this end desires to subject
the real property described in Exhibit "A", together with such
additions as may hereafter be made thereto, to the covenants,
restrictions, easements, charges and liens hereinafter set forth,
each and all of which is and are for the benefit of said property,
and each owner thereof; and

WHEREAS, Declarant has deemed it advisable, for the efficient
preservation of the values and amenities in said community, to
create an agency to which should be delegated and assigned the
powers of owning, maintaining and administering the community
properties and facilities and administering and enforcing the
covenants and restrictions and collecting and disbursing the
assessments and charges hereinafter created and promoting the
recreation and welfare of the residents; and

NOW, THEREFORE, the Declarant declares that the real property
described in Exhibit "A", and such additions thereto as may
hereafter be made, is and shall be held, transferred, sold, con-
veyed and occupied subject to the covenants, restrictions, ease-
ments charges and liens (sometimes hereinafter referred to as
"covenants and restrictions") hereinafter set forth, which are
for the purpose of protecting the value and desirability of, and
which shall run with, the real property and be binding on all
parties having any right, title or interest in the described
properties or any part thereof, their heirs, successors and
assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the
Tuskawilla Springs Homeowners' Association, Inc., its successors
and assigns.

Section 2. "The Board of Directors" and the "Board" shall
refer to the Board of Directors of the Association.

Section 3. "Member" shall mean and refer to all those who
are members of the Association as provided in Article IV, Section
1 below.

THIS INSTRUMENT PREPARED BY:

NAME SAMUEL L. KATWICH
Q ADDR 377 MAITLAND AVE
ALTIMONIE SPRINGS, FLORIDA 32701

DAVID H. DEERDEN
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

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RECORDED & VERIFIED

Section 4. "Common Area" or "Common Property" shall mean real property (including the improvements thereon) described in Exhibit "A", excluding all roads, owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as _____ as recorded in Plat Book 34, Page 69470.

Section 5. "Declarant" shall mean and refer to Maronda Homes Inc., of Florida, a Florida Corporation, its successors and assigns.

Section 6. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document as it may from time to time be amended.

Section 7. "Existing property" shall mean and refer to that certain real property located in Seminole County, Florida and more particularly described in Exhibit "A". "Properties" shall mean and refer to the existing property and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 8. "Living Unit" or "Dwelling" or "Residential Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 9. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of roads and the Common Area.

Section 10. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Supplemental Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Declarant, which extends the provisions hereof to such other property as may be brought within the ambit of this Declaration.

ARTICLE II

Property Subject To This Declaration

Section 1. Existing Property. The existing property shall hereafter be held, transferred, sold, conveyed, occupied and used subject to this Declaration. Added Properties may become subject to this Declaration in the following manner:

(a) Additions by the Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of the Declaration any additional Properties provided that such additions are brought within the scheme of this Declaration within five (5) years of the date of recording of this instrument.

Section 2. Additions to Existing Property. The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions within respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property and provided that the FHA and VA have determined that the annexation is in accord with the general plan heretofore approved by them.

(a) Such Supplementary Declaration may contain SEHAWOUEGO, FL. complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property.

(b) Additional residential property, easements, and rights-of-way other than that contemplated in Article VIII, Section 8, may be annexed to the Properties with the consent of seventy-five percent (75%) of the members of the Association.

ARTICLE III

Property Rights In The Right-of-Way & Easements

Section 1. Obligations of the Association. The Association shall be responsible for determining desired maintenance and improvement projects related to the immediate vicinity of any entrance ways, and all entrance signs as well as the boundary wall and other improvements located in such other areas within the property subject to these restrictions as the Board may from time to time determine. The Association, subject to the rights of the Owners set forth in this Declaration, shall also be responsible for determining the extent of the management and control of the right-of-way, easements, brick wall and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association may also undertake additional obligations upon adoption of a resolution by the Board of Directors which is approved by a vote of members of the Association having not less than two-thirds (2/3) of the total membership vote of the Association.

Section 2. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to any right-of-ways or drainage retention/conservation tracts established in the future, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the areas addressed in this Article.

(b) The right of the Association to suspend the voting rights and right to use areas addressed in this Article, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to any right-of-way and drainage retention/conservation tracts to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4. Subdivision Wall/Fence Easement. Lots 1, 2, 3, 43, 44 and 45 are subject to an easement for a fence or wall that will run twelve (12) feet wide on the length of the rear property line where a fence is required.

Section 5. Special Subdivision Easements. If the Common Area is a lake, it will be maintained by the Homeowner's Association. In addition, roads over gas easements will be repaired by the Homeowner's Association if damaged by the gas company.

ARTICLE IV

Membership and Voting Rights

Section 1. Membership. Every fee Owner of a Lot which is subject to assessment shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

The Declarant agrees that the members of the Board of Directors of the Association shall be elected by the members at the Annual Meeting of the Association. Provided, however, that until the Class A members hold a majority of voting control, no Annual Meeting of members shall be held unless called by the Board of Directors, and if such Annual Meeting is held prior to the Class A members holding a majority of voting control, Declarant shall be able to elect the Board of Directors in accordance with the Bylaws.

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

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when 75% of all Lots are sold or no later than January 1, 1991.

ARTICLE V

Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Association, through its Board of Directors, shall have the power and authority to establish and collect, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. All liens created under this Declaration may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property.

Section 2. Purpose of Assessments. The assessments ^{SEMI-ANNUAL FL} shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, and for the improvement, management, and maintenance of the right-of-way, drainage retention areas, Common Areas and the entrance wall.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement which is maintained by the Association according to the provisions hereof, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Rate of Assessment. The annual and special assessments will be collected annually, due on January 1st, and shall be fixed at a uniform rate for each Lot as determined by the Board of Directors. Notwithstanding the provisions of this Section, the Declarant agrees that it shall be bound to pay to the Association annual and special assessments for each unsold Lot owned by the Declarant, similar to the rate established for Lots not owned by the Declarant.

Maximum Assessment. The maximum assessment shall not exceed \$80.00 in the Association's first year in which a Lot is sold from Declarant to an Owner other than Declarant. The first year assessment or a prorata portion thereof be calculated at the time each unit is sold. The maximum permitted assessment for any given assessment period shall be no more than five (5) percent more than the previous year's assessment. In the event the Board of Directors elect not to increase the annual assessment as provided in this Section, the annual assessment for the prior year shall continue for the ensuing year.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided herein shall commence as to all Lots on the day upon which the first Lot is conveyed by the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Prior to January 1st of each year the Board of Directors shall determine the amount of the annual assessment against each Lot. In the event the Board elects not to re-assess, the annual assessment for the prior year shall continue for the ensuing year. Written notice of all annual and special assessments shall be sent to all Owners. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and in any event shall file in the public records a Notice of Lien for Delinquent Assessments, and may foreclose the lien against the property to which the assessment relates. Such lien shall run with the land and bind subsequent owners with or without actual notice, except in relation to mortgages as provided in Section 7 of this Article. Interest, costs and reasonable attorneys' fees for such action or foreclosure shall be secured by such lien and may be recovered in such litigation by

the Association. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any right-of-way or drainage retention/conservation tract, or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

Architectural Control

Section 1. The Architectural Review Board. An Architectural Review Board (hereinafter referred to as the "ARB") consisting of three (3) or more persons shall be appointed by the Board of Directors of the Association.

Section 2. Purpose. The ARB shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements thereon in such a manner so as to best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. Nothing herein shall give the ARB authority to regulate, control or determine external design, appearance, use or location of parcels or land or Lots under development, to be developed, or dwellings under construction, or to be constructed or marketed or sold by the Declarant, his successors or assigns.

Section 3. Conditions.

(a) No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the ARB, except as otherwise expressly provided in the Declaration. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, made or done, nor any color thereof shall be changed without the prior written approval of the ARB.

(b) No temporary house, and no temporary or permanent storage building, shack, mobile home, tent, barn or other out-building shall be erected or placed upon said Lots to be used for residential purposes. Said Lots shall be used for single family residence purposes only and shall not be further subdivided. No streets, roads or driveways shall be opened through said Lots to serve adjoining property except as might have been previously provided for by plat or survey duly recorded or as might hereinafter be specified except as approved in writing by the ARB as hereinafter described.

(c) No clearing, grading, building, fence, wall or other structure shall be erected, placed or altered on any Lot or parcel until the proposed building plans, specifications, exterior color and/or finish, plot plan showing the proposed locations of such buildings or structure, drives and parking areas, and construction schedule shall have been approved in writing by the ARB, its successors and assigns. Refusal or approval of plans, location or specifications may be based by the

ARB upon any reason, including purely aesthetic considerations, which in the sole discretion of the ARB shall be deemed sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the ARB. One (1) copy of all plans and related data shall be furnished to the ARB for its records.

(d) No Lot or parcel of land shall be used as a dumping ground for garbage; nor shall any Lot or parcel be used for the keeping or breeding of livestock animals or poultry of any kind, except that a maximum of three (3) household pets may be kept, provided they are not kept for breeding or maintained for any commercial purpose. No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

(e) No advertising signs, billboards or high and unsightly structures shall be erected on any Lot or displayed to the public on any Lot or parcel except after written permission of the ARB, its successors or assigns, is obtained. A sign may be used to advertise the property for sale or rent, however, the ARB shall have the authority to determine the size, style and color of any proposed sign permitted hereunder.

(f) Owners and occupants of units shall not as a matter of course, park owned or controlled vehicles on adjacent roads and streets or otherwise than in garage space or off-street parking. Boats, campers, recreational vehicles, trucks of any nature (including vans and pick-up trucks), trailers, and motorcycles shall be garaged and shall not be parked on the right-of-way or elsewhere within the development. Such vehicles may be parked outside of garages on the Lots only with written permission of the ARB and only so long as (i) such vehicles have no commercial markings and (ii) are not visible from outside of the Lot.

(g) All houses must have provisions for two cars to be parked in a roofed-over enclosed space. The Declarant shall be allowed to have one house, at any one time, to be used for sales purposes only without enclosed space for two cars, only as long as necessary for sales in the subdivision.

(h) If any improvements, alterations, excavations, or other changes are made which require the written approval of the ARB under the terms of this Section 3, and if written approval of such changes is not obtained from the ARB, the Owner of the Lot on which such unauthorized changes have been made shall, at the Owner's expense and upon receipt of written direction of the Board of Directors, promptly restore the Lot and the improvements located thereon to their previous condition. Such restoration shall include, without limitation, the removal of any building, fence, wall, ledge, shrub planting, signs, billboards, garbage containers, or other structure which requires the written approval of the ARB under the terms hereof.

(i) The Declarant shall be allowed to place a sign at the entrance to the subdivision, signs on Lots and houses for sale and shall not be under the review of the ARB. The Declarant shall not be obligated to maintain Lots on which construction has not been completed and a Certificate of Occupancy issued. At the time of issuing a Certificate of Occupancy the Declarant shall be obligated to maintain the yards and grounds.

Section 4. Enforcement.

(a) The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the herein described Properties. Enforcement of these covenants and restrictions shall be by the

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Association by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Lot to enforce any lien created hereby; and the failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

(c) The grounds of each Lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his Lot (whether vacant or occupied) in a neat and attractive condition, the ARB or its authorized agents or successors and assigns may, after ten (10) days notice to such Owner, enter upon such Lot and have the grass, woods, and other vegetation cut, debris removed, when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed therefrom. Such Owner shall be personally liable to the ARB for the cost of any cutting, removing of debris, clearing and maintaining described above and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such Lot, enforceable by the ARB by any appropriate proceeding at law or in equity. All costs incurred by the ARB on behalf of such Owner shall be reasonable. Notice given as hereinabove provided shall be sufficient to give the ARB or its designated committee, or its successors and assigns, the right to enter upon any such Lot and perform the work required. Entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday. Said permanent charge and lien shall be subordinate to the lien of any first mortgage and shall be foreclosable as provided herein.

(d) Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by Declarant in deeds of conveyance as provided above, and Declarant shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

(e) The failure of the ARB to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such terms, covenants, conditions, provisions or agreements. The acceptance of performance of anything required to be performed with the knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the ARB of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by the ARB.

(f) Zoning regulations applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive provision shall apply.

Section 5. Procedures. In the event the ARB fails to approve, modify, or disapprove in writing an application within thirty (30) days after plans and specifications in writing have

been submitted to it, in accordance with adopted procedures. If the ARB approval will be deemed granted. The applicant may appeal an adverse ARB decision to the Board of Directors who may reverse or modify such decision by a two-thirds (2/3) vote of the Directors.

ARTICLE VII

Use of Property

Section 1. Protective Covenants.

(a) Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit to a single family, subject to all of the provisions of the Declaration.

(b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or its occupants.

(c) Restriction of Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easements or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(d) Fence and Wall Restrictions. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building set back line.

(e) Size. No building shall be erected as a single-family dwelling with less than 1,600 square feet of minimum floor area.

(f) Roofs. No gravel roofs shall be permitted except on flat roof surfaces. All other roofs shall be pitched and composed of tile, slate, cedar shake shingle or asphalt shingle construction.

(g) Residence Dwelling Quality. The sides and rear of all concrete block dwellings shall be composed of stucco with no exposed block permitted; however, nothing herein shall be construed as to preclude the building of wood frame dwellings.

(h) Pools. There shall be no above-ground swimming pools.

(i) Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick-up, if required to be placed at the curb, all garbage containers shall either be completely recessed in the ground with a lever-actuated, tight-fitting lid, or located at or near a back corner of the dwelling within a masonry-walled enclosure of such height, design and construction so that no garbage containers can be seen from the street. There shall be no burning of trash or any other waste material.

(j) Clotheslines. Exposed clotheslines are prohibited.

(k) Walls and Fences. No Owner of any Lots in this subdivision may paint or alter in any manner whatsoever any part of the entry wall without first obtaining the written consent of the ARB. Additionally, the Owner of any Lot may not construct any fence, wall or like structure parallel to and within a

distance of twenty-five (25) feet measured perpendicular to said wall or a screen enclosure for a pool within a distance of ten (10) feet measured perpendicular to said wall.

(l) Commercial Communication Equipment Prohibited. Use of any communication equipment on any lot or in any dwelling including, but not limited to, CB radios, antennas, ham radios, satellite dish antennas, etc., shall be prohibited.

(m) Other Restrictions. The ARB may adopt general rules to implement the purposes set forth in Article VI, Section 2 and interpret the covenants in the Section, including but not limited to rules to regulate animals, antennas, signs, storage and the use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the Properties. Such general rules may be amended by a two-thirds (2/3) vote of the ARB, following a public hearing for which due notice has been provided, and pursuant to an affirmative vote of two-thirds (2/3) of the Board of Directors. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be available for inspection and review by any Owner at any reasonable time. The rules of the ARB shall not contravene any provisions of this Declaration.

(n) Exceptions. The ARB may issue temporary permits to except any prohibitions expressed or implied by this Section, provided the applicant for such exception can show good cause and acts in accordance with adopted guidelines and procedures and subject to other recorded declarations superior in time to this Declaration.

Section 2. Maintenance of Property. To the extent that exterior maintenance is not provided for in any other Declaration, each Owner shall keep all Lots owned by him and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner, and upon a two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

Section 3. Encroachments. In the event any portion of the right-of-way encroaches upon any Living Unit or any Living Unit encroaches on the former as a result of construction, reconstruction, or repair by Declarant, or as a result of shifting, settlement or movement of any portion of the Properties, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

ARTICLE VIII

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any of the covenants or restrictions by Judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by members of the Association having not less than seventy-five percent (75%) of the total membership vote and by all first mortgagees of record. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as the Declarant owns seventy-five percent (75%) of the Lots, the following action will require the prior approval of the FHA or VA:

Annexation of additional Properties, dedication of right-of-ways or drainage retention/conservation tracts, and Amendment to the Declaration of Covenants, Conditions, and Restrictions for Tuskawilla Springs Homeowners' Association, Inc.

Section 5. Notices. 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 for the person who appears as member or Owner on the records of the Association.

Section 6. Waiver of Minor Violations. Declarant, its successors or assigns, reserves the right to waive any violations of the covenants contained in the Declaration, in the event Declarant shall determine, in its sole discretion, that such violations are minor or dictated by the particularities of a particular lot configuration or topography.

Section 7. Attorney's Fees. In the event any action shall be brought by the Declarant, its successors or assigns, or by the Association, or any Owner for the purpose of enforcing the provisions contained in this Declaration, it is expressly understood and agreed that all costs, including reasonable attorneys' fees, incurred by any moving party in such legal proceedings which result in the successful enforcement hereof, shall be borne in full by the defendant in such proceedings.

Section 8. Additional Property. Declarant contemplates the development of contiguous property owned by Declarant in accordance with Declarant's general plan of development. Said general plan of Development may result in the development of subsequent contiguous sections or parcels having a total of approximately 40 ± acres.

IN WITNESS WHEREOF, the parties have set their hands and seals on this 12 day of March, 1986.

Richard P. Thomas

Maronda Homes, Inc.

MARONDA HOMES INC., OF FLORIDA

By:

Samuel L. Katanich

Samuel L. Katanich,
Vice President

STATE OF FLORIDA)
)SS:
COUNTY OF ORANGE)

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I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SAMUEL L. KATANICH, well known to me to be the Vice President of MARONDA HOMES INC., OF FLORIDA, the corporation named in the foregoing instrument, and that he severally acknowledged executing the same on behalf of the corporation in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of January, 1986.



George C. ...
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 23, 1989
Backed by The Fidelity Insurance, Inc.

292223

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FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TUSKAWILLA SPRINGS HOMEOWNERS' ASSOCIATION, INC.

This First Amendment, made on May 17, 1986, by
Maronda Homes, Inc. of Florida, a Florida corporation, herein-
after referred to as "Declarant".

WHEREAS, Declarant previously recorded a Declaration
of Covenants, Conditions and Restrictions for Tuskawilla Springs
Homeowners' Association, Inc., which Declaration was recorded in
O.R. Book 1730, Page 1562, Public Records of Seminole County,
Florida; and

WHEREAS, Declarant now wishes to amend the Declaration
as indicated below.

NOW, THEREFORE, pursuant to the amendment procedure
provided for in Article VIII, Section 3 of the Declaration, the
Declarant, being the sole member of the Association and presently
holding 100% of the total membership vote, amends the Declaration
as follows:

1. The Exhibit "A" referred to in the Declaration was
inadvertently omitted from the Declaration when it was recorded.
Attached hereto is the Exhibit "A", which is the same Exhibit
referred to in the Declaration as if originally attached to the
Declaration.

2. The second sentence of Article I, Section 4 of the
Declaration, is deleted, and the following is substituted therefor.

"At the time of the recording of this Declaration,
and unless or until other appropriate documentation
is recorded in the Public Records of Seminole County,
Florida, there is no 'common area' or 'common property'
described in Exhibit 'A', and subject to this Declara-
tion."

3. Except as amended hereby, the Declaration as
originally recorded shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has set its hand
and seal on this 17th day of May, 1986.

MARONDA HOMES, INC. OF FLORIDA

Catherine H. Rankin
Witnesses

BY William J. Hoff
Notary Public, State of Florida

1734
0927
SEMINOLE COUNTY, FL.
OFFICIAL RECORDS
BOOK PAGE

STATE OF FLORIDA)
COUNTY OF ORANGE)

Before me, the undersigned officer, personally appeared
William J. Hoff who is President
of Maronda Homes, Inc. of Florida, and he acknowledged before me
that he signed the foregoing in that capacity, freely and
voluntarily for the purposes and uses therein expressed.

WITNESS my hand and official seal at Sebring, Florida
said county and state, this 17th day of May, 1986.

William J. Hoff
Notary Public, State of Florida



Prepared by and
Return To: Scott J. Johnson, Esq.
Maguire, Voorhis & Wells, P.A.
P. O. Box 633
Orlando, FL 32802

(Notarial Seal)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 15, 1988
PRINTED ON ORIGINAL INSTRUMENT

EXHIBIT "A"

All that certain property contained in the plat of Lake Tuskawilla, Phase I, according to the plat thereof recorded in Plat Book 34 at pages 69-70, Public Records of Seminole County, Florida.

OFFICIAL RECORDS
BOOK PAGE
1734 0928
SEMINOLE CO. FL.

Edmund S. Spalding

SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TUSKAWILLA SPRINGS HOMEOWNERS' ASSOCIATION, INC.

This Second Amendment, made on June 13th, 1986, by
Maronda Homes, Inc. of Florida, a Florida corporation, herein-
after referred to as "Declarant".

WHEREAS, Declarant previously recorded a Declaration
of Covenants, Conditions and Restrictions for Tuskawilla Springs
Homeowners' Association, Inc., which Declaration was recorded in
O.R. Book 1730, Page 1562, Public Records of Seminole County,
Florida; and

WHEREAS, Declarant previously recorded a First Amendment
to Declaration of Covenants, Conditions and Restrictions for
Tuskawilla Springs Homeowners' Association, Inc., which First
Amendment was recorded in O.R. Book 1734, Page 0927, Public
Records of Seminole County, Florida; and

WHEREAS, Declarant now wishes to further amend the
Declaration, as indicated below.

NOW, THEREFORE, pursuant to the amendment procedure
provided for in Article VIII, Section 3 of the Declaration, the
Declarant, being the sole member of the Association and presently
holding 100% of the total membership vote, amends the Declaration
as follows:

1. Paragraph No. 2 of the above referenced First
Amendment is deleted in its entirety. Further, the second sentence
of Article I, Section 4 of the above referenced original Declaration,
is deleted, and the following is substituted therefor:

"The Common Area to be owned by the Association
at the time of the conveyance of the first Lot
is described as Tract "A" as recorded in Plat
Book 34, Page 70, Public Records of Orange County,
Florida."

2. Except as amended hereby, the Declaration, as
amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has set its hand
and seal on this 13th day of June, 1986.

MARONDA HOMES, INC. OF FLORIDA

By

Richard Thomas
Wido J. Mannino
Witnesses

[Signature]

The undersigned holder of the first mortgage joins in consenting
to this Second Amendment.

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF PITTSBURGH

[Signature]

By

[Signature] J.P.

Witnesses

OFFICIAL RECORDS
BOOK 1757 PAGE 1210
SEMINOLE CO. FL.

DAVID H. BERRIEN
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

314133

RECORDED & VERIFIED
1986 AUG -4 AM 11:51

Prepared By and
Return To: Scott J. Johnson, Esq.
Maguire, Voorhis & Wells, P.A.
P. O. Box 633
Orlando, FL 32802

STATE OF FLORIDA)
COUNTY OF SEMINOLE

Before me, the undersigned officer, personally appeared Samuel L. Katovich who is Exec Vice President of MARONDA HOMES, INC. OF FLORIDA, and he acknowledged before me that he signed the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions for Tuskawilla Springs Homeowners' Association, Inc. in that capacity, freely and voluntarily for the purposes and uses therein expressed.

WITNESS my hand and official seal at Milamonte Springs in said county and state, this 13th day of June, 1986.



Denise C. Nicolai
Notary Public, State of Florida
Notary Public, State of Florida
My Commission Expires May 23, 1989
Sealed This Day with My Seal, 1986
(Notarial Seal)

OFFICIAL RECORDS
BOOK PAGE
1757 1211
SEMINOLE CO. FL.

STATE OF PENNSYLVANIA)
COUNTY OF Allegheny

Before me, the undersigned officer, personally appeared John T. Guest who is Vice President of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PITTSBURGH, and he acknowledged before me that he signed the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions for Tuskawilla Springs Homeowners' Association, Inc. of that capacity, freely and voluntarily for the purposes and uses therein expressed.

WITNESS my hand and official seal at Pittsburgh in said county and state, this 30th day of June, 1986.

Lori L. Sloan
Notary Public, State of Pennsylvania

(Notarial Seal)

LORI L. SLOAN, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JULY 17, 1989
Member, Pennsylvania Association of Notaries

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THIRD AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TUSKAWILLA SPRINGS HOMEOWNERS' ASSOCIATION, INC.

This Third Amendment, made on Jan 6, 1988, by Maronda Homes, Inc. of Florida, a Florida corporation, hereinafter referred to as "Declarant".

WHEREAS, Declarant previously recorded a Declaration of Covenants, Conditions and Restrictions ("Declaration") for Tuskawilla Springs Homeowners' Association, Inc., which Declaration was recorded in O.R. Book 1730, Page 1562, Public Records of Seminole County, Florida; and

WHEREAS, Declarant previously recorded a First Amendment to the Declaration, which First Amendment was recorded in O.R. Book 1734, Page 0927, Public Records of Seminole County, Florida; and

WHEREAS, Declarant previously recorded a Second Amendment to the Declaration, which Second Amendment was recorded in O.R. Book 1757, Page 1210, Public Records of Seminole County, Florida; and

WHEREAS, Declarant now wishes to further amend the Declaration as indicated below.

NOW, THEREFORE, pursuant to Article II and Article VIII, Section 8 of the Declaration, as amended, the Declarant amends the Declaration to annex additional property as follows:

1. Exhibit "A" of the Declaration is amended to include Phase II of Lake Tuskawilla in accordance with the legal description attached hereto as Exhibit "A", so that the total property subject to this Declaration includes the legal description attached as Exhibit "A" to the above referenced First Amendment to Declaration as well as the legal description of Exhibit "A" attached hereto.

Stc 2. The property described as Tract "B", Tract "C" and Tract ~~"D"~~ in the plat of the legal description attached hereto as Exhibit "A" is hereby designated "Common Area" to be owned and maintained by the Association at the time of the conveyance of the first lot in the legal description attached hereto as Exhibit "A". Article I, Section 4 of the above referenced original Declaration, as amended, is further amended accordingly.

3. Except as amended hereby, the Declaration, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has set its hand and seal on this 6 day of January, 1988.

MARONDA HOMES, INC. OF FLORIDA

By *[Signature]*

[Signature]
[Signature]
Witnesses

The undersigned holder of the first mortgage joins in consenting to this Third Amendment.

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF PITTSBURGH

By *[Signature]*

John T. Guest
Vice President

[Signature]
Witnesses

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THIS INSTRUMENT PREPARED BY:

NAME SCOTT J. JOHNSON

ADDR. P.O. BOX 633 (P)

ARIZONA FINANCIAL

STATE OF FLORIDA)

COUNTY OF ORANGE)

Before me, the undersigned officer, personally appeared Samuel L. Katadich who is Vice President of MARONDA HOMES, INC. OF FLORIDA, and he acknowledged before me that he signed the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Tuskawilla Springs Homeowners' Association, Inc. in that capacity, freely and voluntarily for the purposes and uses therein expressed.

WITNESS my hand and official seal at Allamontk Spgs. in said county and state, this 6 day of January, 1988.



Denise C. Nicolai
Notary Public, State of Florida
My Commission Expires May 23, 1989
(Notarial Seal)

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STATE OF PENNSYLVANIA)

COUNTY OF Allegheny)

Before me, the undersigned officer, personally appeared John T. Guest who is Vice President of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PITTSBURGH, and he acknowledged before me that he signed the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Tuskawilla Springs Homeowners' Association, Inc. in that capacity, freely and voluntarily for the purposes and uses therein expressed.

WITNESS my hand and official seal at Pittsburgh in said county and state, this seventh day of January, 1988.



Robert C. Smith
Notary Public
State of Pennsylvania
(Notarial Seal)

EXHIBIT "A"

All that certain property contained in the plat of Lake Tuskawilla, Phase II, according to the plat thereof recorded in Plat Book 39 at Pages 1 AND 2, Public Records of Seminole County, Florida.

BOOK PAGE
1933 0304
SEMINOLE CO. FL.

DAVID H. SERRIEN
CLERK OF DISTRICT COURT
SEMINOLE COUNTY, FL.
481402

RECORDED & VERIFIED
1939 FEB 22 PM 3 45