

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT
SEMINOLE COUNTY, FLORIDA

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, SEMINOLE COUNTY, FLORIDA (hereinafter referred to as the "Declaration"), made on the date hereinafter set forth by FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, with the principal mailing address of Suite 400, 101 Wymore Road, Altamonte Springs, Seminole County, Florida (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the sole record owner in fee simple of certain real property (hereinafter referred to as the "Property") located in Seminole County, Florida, which is more particularly described on Exhibit "A" attached hereto; and

WHEREAS, the Declarant desires to develop the Property into a planned unit development to be known as the Stockbridge Planned Unit Development; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in Stockbridge Planned Unit Development, and for the maintenance of recreation areas, open space, green belt areas, recreational amenities, roadways and parking areas and other common facilities as may be specifically designated on the plat of Stockbridge Planned Unit Development and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof; and

WHEREAS, the Declarant intends to develop the Property in one or more phases, each of which phases may have densities of development and forms of ownership different than other phases; and

WHEREAS, the Declarant has deemed it desirable, for the

THIS INSTRUMENT PREPARED BY:
DALE BURKET, ESQ.
LAWNOES, DORSOK, DOSTER & HANTER
P.O. BOX 2807
ORLANDO, FLORIDA 32802

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RETURN TO: E. L. WYER, JR., 200.
101 WYMORE ROAD, SUITE 400
ALTAMONTE SPRINGS, FL 32701

efficient preservation of the values and amenities in Stockbridge Planned Unit Development and any subsequent phases to create a master homeowners' association to which shall be delegated and assigned the powers of, operating, maintaining and administering certain designated common area properties and facilities within Stockbridge Planned Unit Development, which areas shall include specifically all streets and designated drainage and retention areas, greenbelt areas, buffer areas and perimeter fencing, entry feature and decor and improvements, and landscaping, administering and enforcing this Declaration, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida, STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation (hereinafter referred to as the "Master Association"), for the purpose of exercising the functions aforesaid; and

WHEREAS, Declarant may deem it necessary to form a separate homeowners' association or subassociation for each phase, which homeowners' association will be unique to the phase or phases for which they are formed, but whose members shall also be members of the Master Association all as set forth in Supplemental Declaration;

NOW THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Master Association" shall mean and refer to

Stockbridge Master Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 2. "Subassociation" shall mean and refer to a homeowners' association formed for a particular phase of the Stockbridge Planned Unit Development and referenced in a Supplemental Declaration as hereinafter described.

Section 3. "Common Area" shall mean all personal property and real property including the improvements thereon owned by the Master Association for the common use and enjoyment of the "Owners," whether acquired by purchase or conveyance from the Declarant, its successors or assigns, or otherwise. The Common Area is initially identified by tract on the plat of Stockbridge Unit I, as Tracts A, D, F, and G, and is subject to the dedication set forth on said plat. Tract E, as indicated on said Plat, is hereby specifically excluded from and shall not constitute a part of the Common Area. The term "Common Area" shall also include any intangible personal property acquired by the Master Association, if such property is, including but not limited to promissory notes and security interests, designated as such by the Master Association, and may include, but not be limited to, streets, roadways and paths, fences and landscape buffers around the perimeter of the Property, drainage and retention areas, buffer areas, entry feature and decor and improvements, and landscaping and any other real or personal property identified by tract as Common Area on the plat of each subsequent phase of the Stockbridge Planned Unit Development. All Common Areas are to be devoted to and intended for the common use and enjoyment of the members of the Master Association, their families, guests, persons occupying "Dwelling Units" on a guest or tenant basis, to the extent designated on recorded plats or authorized by the Board of Directors of the Master Association.

Section 4. "Limited Common Area" shall mean all real property including the improvements thereon owned by a specific

Subassociation or Subassociations for the common use and enjoyment of the Subassociation Members of that specific Subassociation or Subassociations, whether acquired by purchase or conveyance from the Declarant, its successors or assigns, or otherwise. The Limited Common Area is initially identified by tract on the plat of Stockbridge Unit One, as Tracts B, and C, and is subject to the dedication set forth on said plat. The term "Limited Common Area" shall also include any intangible personal property acquired by the specific Subassociation. Limited Common Area may include any other real or personal property identified by tract as Limited Common Area on the plat of each subsequent phase of Stockbridge Planned Unit Development, or designated in the Supplemental Declarations for each subsequent phase of said development. All Limited Common Areas are to be devoted to and intended for the common use and enjoyment of the members of a specific Subassociation or Subassociations, their families, guests, persons occupying Dwelling Units (as hereinafter defined) on a guest or tenant basis, to the extent designated on recorded plats or authorized by the Board of Directors of the Subassociation. Limited Common Areas shall be identified on the plat of a particular phase or phases as separate tracts.

Section 5. "Lot" shall mean and refer to any plot of land shown on a plat of the Property with the exception of any Common Area or Limited Common Area which Lot is intended to have a Dwelling Unit constructed thereon.

Section 6. "Dwelling Unit" shall mean and refer to any building or portion thereof constructed on a lot and intended for use and occupancy as a residence by a single family susceptible to ownership in fee simple as to which Dwelling Unit a certificate of occupancy has been issued by the applicable governmental authorities.

Section 7. "Declarant" shall mean and refer to FLORIDA RESIDENTIAL COMMUNITIES, INC., its successors and assigns.

Section 8. "ARC" shall mean an architectural review committee appointed in accordance with Article V, whose duties shall be as set forth in Article V.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property.

Section 10. "Member" shall mean and refer to any Owner who is a member of the Association.

Section 11. "Subassociation Member" shall mean and refer to any owner who is a member of a Subassociation.

Section 12. "Subdivision Community" shall mean and refer to Stockbridge Planned Unit Development as platted on the Property or additions thereto as provided for in Article IX, Sections 4 and 5, hereinafter.

Section 13. "Additional Phase" shall mean and refer to phases of Stockbridge Planned Unit Development platted subsequent to Unit One of Stockbridge Planned Unit Development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any;

(b) The right of the Master Association to suspend the voting rights of 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.

(c) The right of the Master Association to dedicate or transfer all or any part of the Common Area to any

public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Master Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A Members 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 shall be the Declarant and shall be entitled to three (3) votes for each Lot platted and owned by Declarant as well as for each Lot approved by Seminole County, Florida and the Federal Housing Administration for the Subdivision Community which totals four hundred twenty-five (425) Lots. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) On December 31, 1990.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for Membership under Article III, Section 1.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Master Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. However, the liability for assessments with respect to each platted Lot owned by Declarant shall be: (1) twenty-five percent (25%) of the annual assessment or charges, and (2) twenty-five percent (25%) of the special assessments for capital improvements, provided that the Lot has no Dwelling Unit constructed thereon. So long as Declarant pays such reduced assessment for Dwelling Units or Lots owned by Declarant, Declarant shall be responsible for any funding deficiency of the Master Association as a result thereof for the year in which such reduced assessment is paid. Upon the first occupancy of the previously unoccupied Dwelling Unit owned by Declarant, whether or not ownership of that Lot is retained by Declarant, the full annual and special assessments shall immediately and permanently attach to the Lot from the date of such occupancy. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the

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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 also 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.

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment by the Master Association shall be ONE HUNDRED SEVENTY-TWO AND 20/100 DOLLARS (\$172.20) per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Master Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

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In addition to the annual assessments authorized above, the Master 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 upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 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 or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 1, above and may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which period shall begin on January 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. An invoice from the Master Association shall

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constitute satisfactory written notice. The due dates shall be established by the Board of Directors. The Master Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Master Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Master Association as to the status of assessments on a Lot is binding upon the Master Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Master Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Master Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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 became 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 V

ARCHITECTURAL CONTROL

Section 1. Review by Architectural Review Committee. No building, fence, wall, pool, landscaping or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made unless it is in compliance with the zoning code of

Seminole County, Florida, and other applicable regulations and unless and 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 external design and location in relation to surrounding structures and topography by the Architectural Review Committee (ARC).

Section 2. Procedure for Review. Any Owner needing the approval of the ARC shall deliver an application or request for action to the ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with a floor plan, elevation plan, landscaping plan, site clearing plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument, and served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations for changes to gain approval. In the event the ARC takes no action on the application or request within the thirty (30) day period, then the application or request shall be deemed to be accepted.

Section 3. Composition of Architectural Review Committee. The ARC shall have at least three (3) members who shall initially be appointed by the Declarant. The members appointed to the ARC do not need to be Owners. So long as the Declarant maintains a controlling vote of the membership of the Association under the terms of Article III of this Declaration, the Declarant shall be entitled to appoint all members of the ARC and any successor members; provided, however, the Declarant shall at any time have the right to waive its right to appoint the members of the ARC. The members of the ARC shall be

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appointed for staggered three (3) year terms, provided, however, the initial members of the ARC appointed by the Declarant shall serve so long as Declarant has the right to appoint all members of the ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, the Declarant shall promptly appoint a successor member of the ARC who shall serve at the pleasure of the Declarant. After the end of the term during which the Declarant may appoint all the members of the ARC, a majority of the Owners of Lots on the Property shall have the right to appoint the members of the ARC. The Owners shall so appoint the members of the ARC by ballot after ten (10) days written notice given by the then existing ARC that the Owners have the right to appoint members. Failure by any Owner to vote on membership of the ARC shall not in any way affect the validity of the appointment of a member to the ARC. The first ARC appointed by the Owners shall have three (3) members, one with a term of one (1) year, one with a term of two (2) years and one with a term of three (3) years. Each year thereafter the ARC shall provide a ten (10) day written notice to the Owners of Lots on the Property of the need to elect a new ARC member upon expiration of the term of a then existing ARC member. No meeting shall be required for the initial appointment of members to the ARC by the Owners or for any subsequent election and the person receiving the largest number of votes shall be elected to serve for a three (3) year term. The written notice from the ARC to the Owners shall include a ballot and shall set forth a deadline for voting no sooner than fifteen (15) days from the date the notice is mailed to the Owners. There shall be only one (1) vote per Lot cast, regardless of the number of Owners of a particular Lot, and the Owners of a Lot shall designate among themselves who shall cast their vote. Failure to so select, or the casting of more than one (1) vote in a particular election for any given Lot, shall eliminate the

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right of the Owners of a given Lot to vote in that election. All votes cast by Owners shall be kept for a minimum of three (3) years and shall be available for inspection upon demand made by any Owner.

Section 4. Termination of ARC. The ARC of the Master Association shall exist so long as the Declarant shall own at least one (1) unsold Lot which is offered for sale in the course of ordinary business.

ARTICLE VI

EASEMENT RESERVED TO DECLARANT

Section 1. Easement over Common Area. For so long as Declarant is an owner of a Lot in the Property, the Declarant hereby reserves unto itself the right to grant an easement in perpetuity over, upon, under and across all Common Areas shown on the recorded subdivision plat of the Property together with the right to grant easements to others and such easements shall include, but shall not be limited to, the right to use the said Common Area to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and retention and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to provide for drainage and retention and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 2. Easement over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to reserve an easement to itself or grant an

easement to any other entity over each Lot owned by Declarant for purposes of ingress and egress, to include driveways common to two or more Lots, drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided, however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utility company providing the utilities served by that utility easement.

Section 3. Establishment of Easements. All easements, as provided for in this Article, shall be established by one or more of the following methods, to wit:

(a) By a specific designation of an easement on the recorded plat of the Property;

(b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;

(c) By a separate instrument referencing this Article VI, said instrument to be subsequently recorded by the Declarant; or

(d) By virtue of the reservation of rights set forth in Section 2 of this Article VI.

ARTICLE VII

GENERAL RESTRICTIONS AND INSURANCE

Section 1. General Restrictive Covenants. The general restrictive covenants applicable to the Lots shall be set forth in Supplemental Declarations for each phase of the Stockbridge Planned Unit Development.

Section 2. Insurance.

(a) The Master Association shall keep (i) any buildings in the Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage

casualty policy in the amount of the maximum insurable replacement value thereof, and (ii) all personal property owned by the Master Association insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Master Association. Insurance proceeds for improvements in the Common Area and any personal property owned by the Master Association shall be payable to the Master Association. In the event of any loss, damage or destruction, the Master Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area. In the event the cost of such replacement, repair or rebuilding of improvements on the Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners.

(b) The Master Association shall procure and keep in force public liability insurance in the name of the Master Association against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in indemnity against the claim of one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

(c) Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Master Association and made available for inspection by Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancellable by the insurer without first giving at least ten (10) days prior notice in writing to

the Master Association, and (ii) contain a waiver of subrogation by the insurer(s) against the Master Association, Board and Owners.

(d) Anything contained herein to the contrary notwithstanding, the Master Association shall maintain such insurance coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or the Federal National Mortgage Association ("FNMA") so long as VA, FHA or FNMA holds a mortgage on or owns any Lot.

ARTICLE VIII

COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Areas, the Limited Common Areas, and the improvements made thereto, and that it is in the interests of all of the Owners that the right to the use and enjoyment of the Common Areas and Limited Common Areas be retained by the Owners of Lots, the Declarant declares that the right to the use and enjoyment of any Owner in the Common Areas and Limited Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas and Limited Common Areas. In addition there shall exist no right to transfer the right to the use and enjoyment of the Common Areas and Limited Common Areas in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Areas and Limited Common Areas appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Declarant or the Master Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by

which said Lot is conveyed.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Master Association, the Declarant, 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 Master 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. If the Master Association, the Declarant or any Owner shall seek to enforce the provisions of this Declaration, then said party shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise 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 during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property and Common Area or Limited Common Area, other than that described in subparagraph (b) below, may be annexed to the Property

with the consent of two-thirds (2/3) of each class of members;

(b) Land within the area described on Exhibit "B" attached hereto, may be annexed by the Declarant without the consent of members so long as Declarant is a Class B Member of the Master Association, provided the Federal Housing Administration (FHA) and the Veteran's Administration (VA) consent to such annexation. Upon annexation of said additional land, the owners of lots within land so annexed for all intents and purposes shall be deemed to be members of the Stockbridge Master Homeowners Association, Inc. in accordance with the provisions of this Declaration. The Owners of the Lots shall be subject to its rules, regulations and bylaws in the same manner and with the same effect as the original Owners and shall have the same rights and obligations as to the Common Areas and Limited Common Areas. When additional land is annexed, the Declarant shall file a Supplemental Declaration among the Public Records of Seminole County, Florida, which Supplemental Declaration shall reference this Declaration and shall contain the legal description of the land annexed. Such Supplemental Declaration or a separate Supplemental Declaration may contain provisions for creating a Subassociation for the area being annexed with its members being the Owners of the Lots in the area being annexed, and shall set forth such special provisions and restrictions which apply only to the area being annexed, but which shall not conflict with the provisions of this Declaration. Such Owners shall also be members of the Master Association. Notwithstanding any other provision of this Declaration to the contrary, the Supplemental Declarations described herein shall not be required to be executed by any existing Owners, other than Declarant.

Section 5. Right of Master Association to Merge. The Master Association retains the right to merge with any other homeowners association provided such homeowners association is for a FHA or VA approved subdivision and provided FHA approves such merger. This right shall be exercised by recordation of an Amendment to this Declaration recorded among the Public Records of Seminole County, which Amendment shall set forth a legal description of the property to which this Declaration, as amended, shall apply. The Amendment shall further have attached to it a resolution of this Master Association and the homeowners association with which a merger is to take place, and such resolution shall be certified by the Corporate Secretary thereof and shall state:

(a) That a meeting of the homeowners association was held in accordance with its bylaws;

(b) That a two-thirds (2/3) vote of all classes of members approved the merger.

The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties not covered by Article IX, dedication of Common Area, merger as provided in Section 5 of this Article IX, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, FLORIDA RESIDENTIAL COMMUNITIES, INC., has caused its seal to be hereunto affixed and these presents

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to be signed by its Vice President, thereunto duly authorized,
this 19th day of December, 1983.

Signed, sealed and delivered
in the presence of:

FLORIDA RESIDENTIAL
COMMUNITIES, INC.

By: Howard B. Lefkowitz
Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 19th day of December, 1983
before me personally appeared Howard B. Lefkowitz, Vice
President of FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida
corporation, to me known to be the person who signed the
foregoing instrument as such officer and acknowledged the
execution thereof to be his free act and deed as such officer
for the uses and purposes therein mentioned, and that the said
instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State
first above written.

Elizabeth J. Kuyper
Notary Public
My Commission Expires
July 22, 1985

RECORDED & VERIFIED
JAN 4 4 49 PM '84
CLERK CIRCUIT COURT
SEMINOLE COUNTY FL.

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SEMINOLE CO. FL.

EXHIBIT "A"

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED $N00^{\circ}04'38"E$, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN THENCE $S00^{\circ}04'38"W$, ALONG THE WEST LINE OF THE NORTHWEST $1/4$ OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE RUN $S89^{\circ}20'33"E$, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 1207.08 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST $1/4$ OF THE NORTHWEST $1/4$ OF SAID SECTION 7; THENCE $S00^{\circ}12'13"W$, ALONG SAID EAST LINE, A DISTANCE OF 1320.36 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF FOXWOOD PHASE 3, 1ST ADDITION AS RECORDED IN PLAT BOOK 23, PAGE 35, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN $N88^{\circ}46'32"W$, ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 132.14 FEET; THENCE $S01^{\circ}13'28"W$, A DISTANCE OF 135.73 FEET FOR A POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF $27^{\circ}18'51"$ AND A RADIUS OF 160.00 FEET; THENCE FROM A TANGENT BEARING OF $S29^{\circ}05'39"E$, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 76.28 FEET TO THE POINT OF TANGENCY; THENCE $S56^{\circ}24'31"E$, A DISTANCE OF 120.58 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF $77^{\circ}25'11"$ AND A RADIUS OF 25.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 33.78 FEET TO THE POINT OF TANGENCY; THENCE $N46^{\circ}10'19"E$, A DISTANCE OF 10.73 FEET; THENCE $S43^{\circ}49'41"E$, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF $83^{\circ}26'08"$ AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF $S46^{\circ}10'19"W$, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF $11^{\circ}24'22"$ AND A RADIUS OF 140.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.87 FEET TO THE POINT OF TANGENCY; THENCE $S25^{\circ}51'27"E$, A DISTANCE OF 65.41 FEET; THENCE $N44^{\circ}47'22"E$, A DISTANCE OF 155.11 FEET; THENCE $S45^{\circ}12'38"E$, A DISTANCE OF 240.63 FEET; THENCE $S44^{\circ}47'22"W$, A DISTANCE OF 248.44 FEET; THENCE $S45^{\circ}12'38"E$, A DISTANCE OF 46.38 FEET; THENCE $S20^{\circ}38'33"W$, A DISTANCE OF 94.80 FEET; THENCE $S10^{\circ}50'21"E$, A DISTANCE OF 50.00 FEET; THENCE $S40^{\circ}39'29"W$, A DISTANCE OF 58.74 FEET TO THE NORTHERNMOST CORNER OF THE FLORIDA POWER CORPORATION PIEDMONT SUBSTATION SITE; THENCE $S44^{\circ}46'14"W$, ALONG THE NORTHWESTERLY LINE OF SAID PIEDMONT SUBSTATION SITE, A DISTANCE OF 634.96 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 436; THENCE $N53^{\circ}43'46"W$, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 42.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF $15^{\circ}29'37"$ AND A RADIUS OF 1278.11 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 345.62 FEET; THENCE $N00^{\circ}18'44"E$, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST $1/4$ OF SAID SECTION 7, A DISTANCE OF 969.49 FEET; THENCE $S88^{\circ}46'32"E$, A DISTANCE OF 130.00 FEET; THENCE $S01^{\circ}13'28"W$, A DISTANCE OF 10.00 FEET; THENCE $S88^{\circ}46'32"E$, A DISTANCE OF 149.00 FEET; THENCE $N01^{\circ}13'28"E$, A DISTANCE OF 26.98 FEET; THENCE $S88^{\circ}46'32"E$, A DISTANCE OF 117.25 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF $09^{\circ}12'20"$ AND A RADIUS OF 200.00 FEET; THENCE FROM A TANGENT BEARING OF $S19^{\circ}53'20"E$, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 32.13 FEET; THENCE $N60^{\circ}54'21"E$, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 17.733 ACRES MORE OR LESS.

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED N00°04'38"E, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, FROM SAID POINT OF REFERENCE RUN THENCE S00°04'38"W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET, THENCE RUN S89°20'33"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 1207.08 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7, THENCE S00°12'13"W, ALONG SAID EAST LINE, A DISTANCE OF 1199.32 FEET FOR A POINT OF BEGINNING, THENCE CONTINUE S00°12'13"W, ALONG SAID EAST LINE, A DISTANCE OF 121.04 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF FOXWOOD PHASE 3, 1ST ADDITION AS RECORDED IN PLAT BOOK 23, PAGE 35, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE RUN S88°46'32"E, ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION, A DISTANCE OF 1239.60 FEET, THENCE S00°29'34"W, A DISTANCE OF 71.12 FEET TO A POINT ON THE NORTHWESTERLY LINE OF A 100.00 FOOT FLORIDA POWER CORPORATION EASEMENT, AS RECORDED IN DEED BOOK 76, PAGES 458 - 459, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE RUN S44°47'22"W, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 1259.14 FEET TO A POINT SITUATED 120.00 FEET NORTHEASTERLY BY RIGHT ANGLE MEASUREMENT FROM THE NORTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN O. R. BOOK 812, PAGES 227 - 229, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF FLORIDA POWER CORPORATION PIEDMONT SUBSTATION AS RECORDED IN O. R. BOOK 1452, PAGES 254 - 254, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE N45°12'46"W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 214.34 FEET TO A POINT ON THE BOUNDARY OF STOCKBRIDGE UNIT ONE, AS RECORDED IN PLAT BOOK 24, PAGES 79-80, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE RUN ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID STOCKBRIDGE UNIT ONE FOR THE FOLLOWING COURSES AND DISTANCES, THENCE N40°44'29"E, A DISTANCE OF 56.74 FEET, THENCE N10°50'21"W, A DISTANCE OF 50.00 FEET, THENCE N20°24'31"E, A DISTANCE OF 94.80 FEET, THENCE N41°12'24"W, A DISTANCE OF 11.00 FEET, THENCE N44°47'22"E, A DISTANCE OF 244.44 FEET, THENCE N40°12'29"W, A DISTANCE OF 240.64 FEET, THENCE S44°47'22"W, A DISTANCE OF 155.11 FEET, THENCE N05°51'27"W, A DISTANCE OF 65.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 11°24'22" AND A RADIUS OF 140.00 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 85°20'05" AND A RADIUS OF 200.00 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.41 FEET, THENCE N43°49'41"W, A DISTANCE OF 40.00 FEET, THENCE S46°10'19"W, A DISTANCE OF 10.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF 77°25'11" AND A RADIUS OF 25.00 FEET, THENCE RUN WESTERLY ALONG SAID CURVE, A DISTANCE OF 33.76 FEET TO THE POINT OF TANGENCY, THENCE N56°24'21"W, A DISTANCE OF 120.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 27°18'51" AND A RADIUS OF 160.00 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 76.28 FEET, THENCE S65°54'21"W, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 200.00 FEET, THENCE CONTINUE ALONG SAID BOUNDARY AND DEPARTING FROM SAID BOUNDARY FROM A TANGENT BEARING OF N29°05'29"W, THROUGH A CENTRAL ANGLE OF 29°17'50", RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 100.27 FEET TO THE POINT OF TANGENCY, THENCE N00°12'13"E, A DISTANCE OF 170.10 FEET, THENCE S49°47'47"E, A DISTANCE OF 181.01 FEET TO THE POINT OF BEGINNING, CONTAINING 31.50 ACRES MORE OR LESS.

UNIT TWO

For a point of reference, commence at the Northwest corner of Section 7, Township 21 South, Range 29 East, Seminole County, Florida, said point being a 4-inch square concrete monument situated N00°04'38"E, 20.38 feet from a 6-inch square concrete monument located at the Northeast corner of Section 12, Township 21 South, Range 28 East, Orange County, Florida; from said point of reference run thence S00°04'38"W, along the West line of the Northwest 1/4 of said Section 7, a distance of 1350.14 feet; thence S89°20'33"E, along the South right-of-way line of Sand Lake Road, a distance of 1207.08 feet to a point on the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 7; thence S00°12'13"W, along said East line, a distance of 1055.31 feet for a Point of Beginning; thence continue S00°12'13"W, along said East line, a distance of 144.00 feet; thence N89°47'47"W, a distance of 195.00 feet; thence S00°12'13"W, a distance of 176.10 feet to the point of curvature of a curve, concave Northeasterly, having a central angle of 20°05'33" and a radius of 200.00 feet; thence run Southeasterly along the arc of said curve, a distance of 70.14 feet; thence N88°46'32"W, a distance of 117.25 feet; thence S01°13'28"W, a distance of 26.98 feet; thence N88°46'32"W, a distance of 149.00 feet; thence N01°13'28"E, a distance of 10.00 feet; thence N88°46'32"W, a distance of 130.00 feet; thence N00°18'44"E, parallel with the West line of the Southwest 1/4 of said Section 7, a distance of 144.00 feet; thence N88°46'32"W, a distance of 592.20 feet to a point on the East right-of-way line of County Line Road; thence N00°04'38"E, along said East right-of-way line, a distance of 265.05 feet; thence S88°46'32"E, a distance of 1171.93 feet to the Point of Beginning, Containing 7.663 acres more or less.

UNIT THREE

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED N00°04'38"E, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, FROM SAID POINT OF REFERENCE RUN THENCE S00°04'38"W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET, THENCE RUN S89°20'33"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD AND THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD, SAID POINT BEING THE POINT OF BEGINNING, THENCE CONTINUE S89°20'33"E, A DISTANCE OF 1174.04 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7, THENCE S00°12'13"W, ALONG SAID EAST LINE, A DISTANCE OF 1055.31 FEET, THENCE N88°46'32"W, A DISTANCE OF 1171.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD, THENCE N00°04'38"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 265.05 FEET, THENCE S89°29'42"E, A DISTANCE OF 200.00 FEET, THENCE N01°04'38"E, A DISTANCE OF 200.00 FEET, THENCE N89°29'42"W, A DISTANCE OF 200.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD, THENCE N00°04'38"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 481.21 FEET TO THE POINT OF BEGINNING, CONTAINING 21.89 ACRES MORE OR LESS.

NORTH PARCEL

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

EXHIBIT "B"

OFFICIAL RECORDS
BOOK
PAGE

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 5, 1984, as shown by the records of this office.

The charter number of this corporation is N00725.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
6th day of January, 1984.



CER-101

George Firestone
Secretary of State

NCC 11-5
FILED
JUL 5 11 8 15
JUL 5 11 8 15

ARTICLES OF INCORPORATION
OF STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, Chapter 627, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I
NAME OF CORPORATION

The name of the corporation is STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE II
PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32701.

ARTICLE III
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 215 North Eola Drive, Orlando, Florida 32802, and the name of the initial registered agent at that address is Hal H. Kantor, Esquire.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

That certain real property shown and described on the Plat of STOCKBRIDGE PLANNED UNIT DEVELOPMENT, as recorded in Plat Book 31, Page 77-6, Public Records of Seminole County, Florida,

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the

Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration"), applicable to the Property and recorded or to be recorded on the Public Records of Seminole County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members 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 shall be the Declarant and shall be entitled to three (3) votes for each Lot platted and owned by Declarant as well as for each Lot approved by Seminole County, Florida and the Federal Housing Administration for the Stockbridge Development which totals four hundred twenty-five (425) Lots. The Class B Member shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) On December 31, 1990.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for membership under Article III, Section 1 of the Declaration.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a Board of three (3) Directors who shall serve until the organizational meeting and thereafter by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Burton A. Bines	250 Pine Cone Lane Longwood, Florida 32750
Howard B. Lefkowitz	803 Sweetwater Club Boulevard Longwood, Florida 32750
Hollis R. Gillan	570 Georgia Avenue Altamonte Springs, Florida 32714

At the first annual meeting, the members shall elect three (3) Directors for a term of one (1) year. At each annual meeting thereafter the members shall elect three (3) Directors for a term of one (1) year.

ARTICLE VIII
INITIAL OFFICERS

The affairs of the Association shall be managed by a President, Vice President, Secretary and Treasurer and such other officers as permitted in the Bylaws. The names and addresses of those persons who shall act as officers of the corporation until the election of their successor are:

Burton A. Bines, President	250 Pine Cone Lane, Longwood, FL 32750
Howard B. Lefkowitz, Vice-President	803 Sweetwater Club Boulevard Longwood, FL 32750
Hollis Gillan, Treasurer	570 Georgia Ave., Altamonte Springs, FL 32714
Elizabeth J. Lyter, Secretary	539 Heatherton Village Altamonte Springs, FL 32714

The above-named officers shall serve until the first and organizational meeting of the Board of Directors of the corporation. The officers shall be elected by the Directors at the first meeting of the Board of Directors and shall hold office for a one (1) year period from the date of their election.

ARTICLE IX
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval upon dissolution pursuant to Section 617.05, Florida Statutes.

ARTICLE X
DURATION

The Corporation shall exist perpetually.

ARTICLE XI
AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership. Amendment of these Articles may be proposed by the Board of Directors and shall be voted on at a Special Meeting of the Membership duly called for that purpose, or at an annual meeting of the membership.

ARTICLE XII
BYLAWS

The Bylaws of this corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded by a majority vote of a quorum of all members voting in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B Membership.

ARTICLE XIII
FHA/VA APPROVAL

As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XIV
SUBSCRIBERS

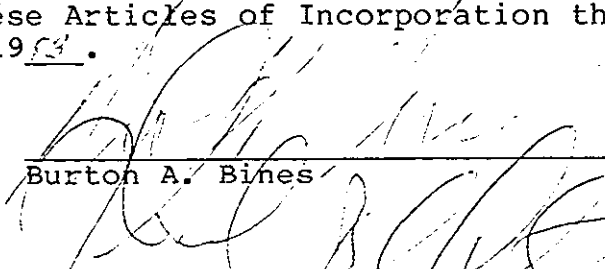
The names and residences of the subscribers to these Articles of Incorporation are:

Burton A. Bines
250 Pine Cone Lane
Longwood, Florida 32750

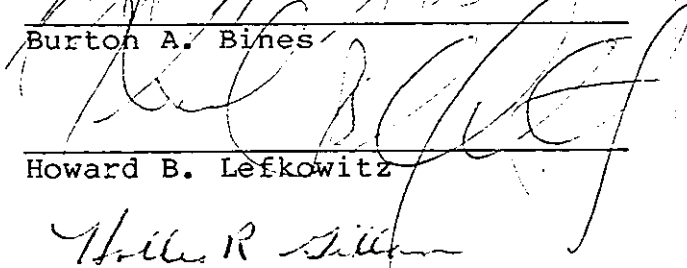
Howard B. Lefkowitz
803 Sweetwater Club Boulevard
Longwood, Florida 32750

Hollis Gillan
570 Georgia Avenue
Altamonte Springs, Florida 32714

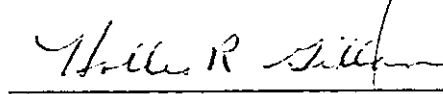
IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 27th day of October, 1983.



Burton A. Bines



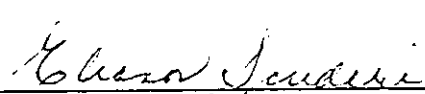
Howard B. Lefkowitz



Hollis R. Gillan

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 27th day of October, 1983 by BURTON A. BINES.



Notary Public

My Commission Expires:

STATE OF FLORIDA
COUNTY OF SEMINOLE

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 7 1987
BONDED THRU GENERAL INSURANCE UND

The foregoing instrument was acknowledged before me this

ARTICLE XIV
SUBSCRIBERS

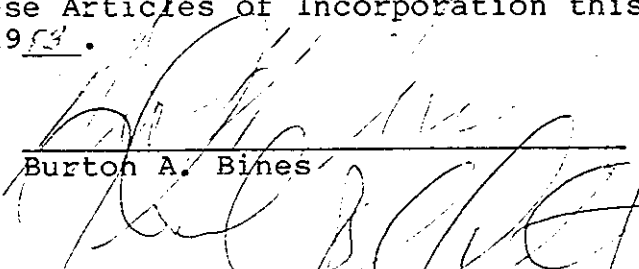
The names and residences of the subscribers to these Articles of Incorporation are:

Burton A. Bines
250 Pine Cone Lane
Longwood, Florida 32750

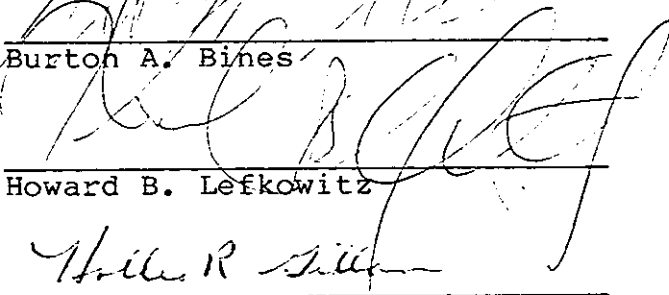
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Altamonte Springs, Florida 32714

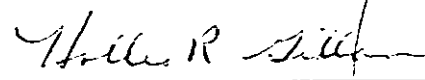
IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 27th day of December, 1983.



Burton A. Bines



Howard B. Lefkowitz



Hollis R. Gillan

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 27th day of December, 1983 by BURTON A. BINES.



Notary Public

My Commission Expires:

STATE OF FLORIDA
COUNTY OF SEMINOLE

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 7 1987
BONDED THRU GENERAL INSURANCE UND

The foregoing instrument was acknowledged before me this

29th day of December, 1983 by HOWARD B. LEFKOWITZ.

Charles J. Jendryak
Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF SEMINOLE

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 7 1987
BONDED THRU GENERAL INSURANCE UND

The foregoing instrument was acknowledged before me this
29th day of December, 1983 by HOLLIS R. GILLAN

Charles J. Jendryak
Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 7 1987
BONDED THRU GENERAL INSURANCE UND

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation as
Registered Agent of STOCKBRIDGE MASTER HOMEOWNERS ASSOCIATION,
INC.

Hal H. Kantor
Hal H. Kantor, Esquire

VILLAS OF STOCKBRIDGEFIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT,
UNIT ONE, SEMINOLE COUNTY, FLORIDA

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT ONE, SEMINOLE COUNTY, FLORIDA, for the Villas of Stockbridge (hereinafter referred to as the "Declaration"), made on the date hereinafter set forth by FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, with the principal mailing address of Suite 400, 101 Wymore Road, Altamonte Springs, Seminole County, Florida (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the sole record owner in fee simple of certain real property (hereinafter referred to as the "Phase One Property") located in Seminole County, Florida, which is more particularly described on Exhibit "A" attached hereto; and

WHEREAS, the Declarant desires to develop the Phase One Property as a phase of the Planned Unit Development known as the Stockbridge Planned Unit Development and intends to develop additional parcels or sections of the Stockbridge Planned Unit Development which shall become part of the Phase One Property by virtue of the Supplemental Declaration as more specifically set forth hereafter; and

WHEREAS, Declarant has previously caused to be recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida (hereinafter referred to as the "Original Declaration"), recorded JAN. 4, 1984, 198⁴, in Official Records Book 1514, Page 1843, Public Records of Seminole County, Florida; and

WHEREAS, Declarant has incorporated the Phase One Property into the Stockbridge Planned Unit Development as set forth in Article IX, Section 4(b) of the Original Declaration which

provides for the preservation of the values and amenities of the Phase One Property, and for the maintenance of recreation areas, open space, green belt areas, recreational amenities, roadways and parking areas and other common facilities as may be specifically designated on the plat of Stockbridge Planned Unit Development, Phase One, and to this end, has heretofore subjected the Phase One Property to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration and does hereby subject the Phase One Property to those covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Phase One Property and each subsequent owner of all or part thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in Stockbridge Planned Unit Development, Phase One, to create a homeowners' association to which should be delegated and assigned the powers of maintaining and administering the Limited Common Area properties and facilities (as hereinafter defined) within Stockbridge Planned Unit Development, Phase One; administering and enforcing these covenants and restrictions; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida, a Subassociation as defined in the Original Declaration, which Subassociation is known as the VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation (hereinafter referred to as the "Villas"), for the purpose of exercising the functions aforesaid; and

WHEREAS, in addition to being members of the Villas, the homeowners in STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT ONE, are also members of the Master Association as defined in the Original Declaration;

NOW THEREFORE, Declarant declares that all of the Unit One

Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Original Declaration and the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Unit One Property and be binding on all parties having any right, title or interest in the Unit One Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The definitions contained in the Original Declaration are incorporated herein by reference. In addition, the following definitions shall be used in the context of this Declaration.

Section 1. "Limited Common Area" shall mean all personal property and real property including the improvements thereon owned by the Villas for the common use and enjoyment of the Owners of Lots in the Unit One Property, whether acquired by the Villas by purchase or conveyed to the Villas by the Declarant or otherwise acquired. The Limited Common Area is identified by tract on the plat of the Stockbridge Planned Unit Development, Unit One, as Tracts B and C, and is subject to the dedication set forth on said plat. The term "Limited Common Area" shall also include any intangible personal property acquired by the Villas, including but not limited to promissory notes and security instruments, if such property is designated as such by the Villas. All Limited Common Areas are to be devoted to and intended for the common use and enjoyment of the members of the Villas, their families, guests, persons occupying Dwelling Units on a guest or tenant basis, and to the extent designated on recorded plats or authorized by the Board of Directors of the Villas.

ARTICLE IIPROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Limited Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Villas to charge reasonable admission and other fees for the use of any recreational facility situated upon the Limited Common Area;

(b) The right of the Villas to suspend the voting rights and right to use of the recreational amenities 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.

(c) The right of the Villas to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Villas. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members of the Villas has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Limited Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE IIIMEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Villas. Membership shall be appurtenant to and may not be separated from ownership of

any Lot which is subject to assessment.

Section 2. The Villas shall have two classes of voting Membership:

Class A. Class A Members 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 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 the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) On December 31, 1990.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for Membership under Article III, Section 1.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Villas: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. However, the liability for assessments with respect to Lots owned by Declarant shall be:

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(1) twenty-five percent (25%) of the annual assessment or charges, and (2) twenty-five percent (25%) of the special assessments for capital improvements, provided that the Lot has no Dwelling Unit constructed thereon. So long as Declarant pays such reduced assessment for Lots owned by Declarant, Declarant shall be responsible for any funding deficiency of the Villas as a result thereof for the year in which such reduced assessment is paid. Upon the first occupancy of the previously unoccupied Dwelling Unit owned by Declarant, whether or not ownership of that Lot is retained by Declarant, the full annual and special assessments shall immediately and permanently attach to the Lot from the date of such occupancy. 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 also 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.

Section 2. Purpose of Assessments. The assessments levied by the Villas shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Unit One Property and annexations thereto and for the improvement and maintenance of the Limited Common Area.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED FIFTY-ONE AND 80/100 DOLLARS (\$151.80) per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased

each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Villas may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Villas 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 upon the Limited Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 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 or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 1, above and may be

collected on a monthly, quarterly, semi-annual or annual basis.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Limited Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which period shall begin on January 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. An invoice from the Villas shall constitute satisfactory written notice. The due dates shall be established by the Board of Directors of the Villas. The Villas shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Villas setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Villas as to the status of assessments on a Lot is binding upon the Villas as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Villas. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Villas may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Limited Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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 became 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 V

VILLAS ARCHITECTURAL CONTROL

Section 1. Review by Villas Architectural Review Committee. No building, fence, wall, pool, landscaping or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made unless it is in compliance with the zoning code of Seminole County, Florida and other applicable regulations and unless and 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 external design and location in relation to surrounding structures and topography by the Villas Architectural Review Committee (Villas ARC).

Section 2. Procedure for Review. Any Owner needing the approval of the Villas ARC shall deliver an application or request for action to the Villas ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with a floor plan, elevation plan, landscaping plan, site clearing plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the Villas ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument, and served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations for changes to gain approval. In the event the Villas ARC takes no action on the application or

request within the thirty (30) day period, then the application or request shall be deemed to be accepted.

Section 3. Composition of Villas Architectural Review Committee. The Villas shall have at least three (3) members who shall initially be appointed by the Declarant. The members appointed to the Villas ARC do not need to be Owners. So long as the Declarant maintains a controlling vote of the membership of the Association under the terms of Article II of this Declaration, the Declarant shall be entitled to appoint all members of the Villas ARC and any successor members; provided, however, the Declarant shall at any time have the right to waive its right to appoint the members of the Villas ARC. The members of the Villas ARC shall be appointed for staggered three (3) year terms, provided, however, the initial members of the Villas ARC appointed by the Declarant shall serve so long as Declarant has the right to appoint all members of the Villas ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the Villas ARC, the Declarant shall promptly appoint a successor member of the Villas ARC who shall serve at the pleasure of the Declarant. After the end of the term during which the Declarant may appoint all the members of the Villas ARC, a majority of the Owners of Lots on the Property shall have the right to appoint the members of the Villas ARC. The Owners shall so appoint the members of the Villas ARC by ballot after ten (10) days' written notice given by the then existing Villas ARC that the Owners have the right to appoint members. Failure by any Owner to vote on membership of the Villas ARC shall not in any way affect the validity of the appointment of a member of the Villas ARC. The first Villas ARC appointed by the Owners shall have three (3) members, one with a term of one (1) year, one with a term of two (2) years and one with a term of three (3) years. Each year thereafter the Villas ARC shall provide a ten (10) day written notice to the Owners of Lots on the Property

of the need to elect a new Villas ARC member upon expiration of the term of a then existing Villas ARC member. No meeting shall be required for the initial appointment of members to the Villas ARC by the Owners or for any subsequent election and the person receiving the largest number of votes shall be elected to serve for a three (3) year term. The written notice from the Villas ARC to the Owners shall include a ballot and shall set forth a deadline for voting no sooner than fifteen (15) days from the date the notice is mailed to the Owners. There shall be only one (1) vote per Lot cast, regardless of the number of Owners of a particular Lot, and the Owners of a Lot shall designate among themselves who shall cast their vote. Failure to so select, or the casting of more than one (1) vote in a particular election for any given Lot, shall eliminate the right of the Owners of a given Lot to vote in that election. All votes cast by Owners shall be kept for a minimum of three (3) years and shall be available for inspection upon demand made by any Owner.

Section 4. Master Association ARC. All Lots in the Property shall comply with the rules of the Architectural Review Committee of the Master Association (hereinafter referred to as the "ARC") in accordance with the Original Declaration.

ARTICLE VI

EASEMENT RESERVED TO DECLARANT

Section 1. Easement over Limited Common Area. For so long as Declarant is the owner of a Lot in the Unit One Property, the Declarant hereby reserves unto itself the right to grant an easement in perpetuity over, upon, under and across all Limited Common Areas shown on the recorded subdivision plat of the Unit One Property together with the right to grant easements to others and such easement shall include, but shall not be limited to, the right to use the said Limited Common Area to erect, maintain and use electric and telephone poles,

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wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and retention and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to provide for drainage and retention and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 2. Easement over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to reserve an easement to itself or grant an easement to any other entity over each Lot owned by Declarant for purposes of ingress and egress, to include driveways common to two or more Lots, drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided, however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utility company providing the utilities served by that utility easement.

Section 3. Common Driveway Easements. There shall hereby be created common driveway easements over and across any Lot to serve an adjoining Lot where, in the course of development of the two (2) or more adjoining Lots, it is necessary for access to one or both of the Lots that there be provided a driveway common to both Lots, all as more particularly set forth in Section 13 of Article VII hereafter.

Section 4. Establishment of Easements. All easements, as

provided for in this Article, shall be established by one or more of the following methods, to wit:

(a) By a specific designation of an easement on the recorded plat of the Unit One Property;

(b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;

(c) By a separate instrument referencing this Article VI, said instrument to be subsequently recorded by the Declarant;

(d) By virtue of the reservation of rights set forth in Section 2 of this Article VI.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots in the Unit One Property, except as modified by the Supplemental Declarations for each subsequent phase of the Stockbridge Planned Unit Development.

Section 2. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot or Dwelling Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than the Dwelling Units designated for residential use and private garages. The foregoing shall not prohibit the Declarant from using Dwelling Units as models or offices.

Section 3. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, boat, barn or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or

permanent, unless approved by the Villas ARC and the ARC for the Master Association for use during construction only; provided, however, that this prohibition shall not apply to shelters used by the contractor or Declarant during the construction of any Dwelling Unit.

Section 4. Parking Restrictions. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper or other similar vehicle shall be parked on the street, including right-of-way thereof, overnight or for a continuous period of time in excess of ten (10) consecutive hours.

Section 5. Storage Restrictions. No automobile, truck, house trailer, mobile home, camper, boat, boat and trailer or trailer or other similar vehicle along shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a Dwelling Unit.

Section 6. Livestock and Animal Restrictions. No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot or in any Dwelling Unit; provided, however, that dogs, cats or other common domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of Owner's Lot except on a leash. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

Section 7. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, or in any Dwelling Unit, nor shall anything be

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done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot, driveway, Common Area or Limited Common Area shall be used for the purpose of vehicle repair or maintenance.

Section 8. Restrictions on Walls, Fences or Hedges. No wall, fence or hedge over six (6) feet tall as measured from existing ground level shall be erected, placed, altered, maintained or permitted to remain on any Lot unless and until the height, type or location thereof have been approved by the ARC of the Master Association in accordance with the Original Declaration and the Villas ARC.

Section 9. Sewerage Restrictions. No septic tank, drain field, mobile home storage tank or other similar container shall be permitted to exist on any Lot, except, however, that a "gray water" system may be used if approved by appropriate governmental agencies.

Section 10. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Villas shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Villas detracts from the overall beauty, setting and safety of the Unit One Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Villas and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Villas to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Villas in exercising its rights under this Section shall

constitute a special assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any assessment or special assessment.

Section 11. Signs. No commercial signs, or other signs, shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the Villas or except as may be required by legal proceedings, it being understood that the Villas will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed four (4) square feet. If permission is granted for any other signage, the Villas shall have the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Villas. These restrictions shall not apply to restrict the Declarant or its agents from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit.

Section 12. Exterior Maintenance. The Villas shall have the right, but not the duty, to provide all exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance for any areas not walled or fenced in for use as a patio in order to maintain the integrity and well being, reputation and aesthetic value of the Subdivision Community. The Villas may exercise this right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Dwelling Unit to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Villas in

performing repairs or maintenance under this Section shall be paid for by the Owner and if the Owner fails to pay, then the Villas shall have the right to impose a special assessment against said Owner and said Owner's Lot or Dwelling Unit to pay for the cost of repairs and replacements. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Villas. The Villas shall have the right to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Villas or its agent shall not be deemed a trespass.

Section 13. Party Walls and Common Driveways. All common or party walls and common driveways shall be maintained by the Owners of those Dwelling Units adjoining a party wall or served by the common driveway subject to the right, but not the obligation, of the Villas to maintain the same as hereinafter set forth. If an Owner, or his agents, guests, invitees or others whose presence is authorized by an Owner including an Owner's tenant damages a party or common wall or common driveway, or causes damage to the person or property of an adjoining Owner or tenant as a result of damage to a party or common wall or common driveway arising from the negligence or intentional acts of said Owner or tenant, then said Owner shall be liable and responsible for the damages to the party wall or common driveway and for the damages to the person or property of the adjoining Owner or tenant in repairing the party wall or common driveway and in the collection of all costs and damages, including reasonable attorneys' fees. Further, where two (2) Dwelling Units are connected by a party wall, it will be the responsibility of each Owner of such Dwelling Units to maintain property insurance on his Dwelling Unit in sufficient amounts of coverage to guarantee the replacement or repair of the entire Dwelling Unit and the entire party wall, in the event of

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total damage or loss of the Dwelling Unit or party wall. Each Owner of a Dwelling Unit adjoining a party wall shall furnish proof of their paid property insurance to the Villas annually. The Villas shall not have the duty to determine whether any Owner has provided such proof, or to determine the sufficiency of such proof, and shall not be liable for failing to make these determinations.

All costs of reconstructing a party wall or common driveway in the event such party wall or common driveway is destroyed or damaged not as the result of the negligence or intentional acts of either adjoining Owner or their tenants, shall be borne equally by the Owners of the Dwelling Units adjoining such party wall or served by such common driveway. In the event one Owner bears the entire expense for reconstruction of a party wall or common driveway under this Section, then in such event the Owner of the adjoining Dwelling Unit shall pay to the Owner who reconstructed the party wall or common driveway one-half (1/2) of the expense incurred in that reconstruction. The Villas shall have the right to enter on the other adjoining Lot and into the adjoining Dwelling Unit, after notice: (1) for the purpose of reconstructing a party wall or common driveway where a threat to life or property exists and nonconstruction or repair will perpetuate that threat; or (2) for the purpose of enhancing the aesthetic appearance of the party wall or common driveway.

Either adjoining Owner shall have an equal right to use a party wall for the support of structural members of a Dwelling Unit to be constructed on either of the adjoining Lots and a common driveway for access to each Lot served thereby. This right shall be subject, however, to payment by the Owner seeking to tie into the party wall of any costs involved in tying into the party wall and payment of any damage occasioned therefrom.

Each party wall shall be subject to an easement of support

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for adjoining Dwelling Units subject to payment of costs as provided above and shall be subject to an easement for conduit, ducts, plumbing, wiring and other facilities for the furnishing of utility services to adjoining Dwelling Units.

Section 14. Interior Maintenance. Each individual Owner shall have the responsibility to maintain the interior of their respective Dwelling Unit. In the event the interior of a Dwelling Unit attached by a common wall to an adjoining Dwelling Unit is damaged in such fashion so as to create a health or safety hazard to the adjoining Dwelling Unit or to create a nuisance, and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the Villas shall have the right, but not the duty, to make reasonable repairs to the interior of such Dwelling Unit. Any and all costs incurred by the Villas in performing repairs or maintenance under this Section shall be paid for by the Owner and if the Owner fails to pay, then the Villas shall be entitled to make a special assessment against the Owner and said Owner's Lot or Dwelling Unit to pay for the costs of such repairs. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Villas.

Section 15. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Villas, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit or after reasonable notice to the Owner to enter any Dwelling Unit at reasonable hours on any day of the week.

Section 16. Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of eight inches (8") or more (measured four feet [4'] from ground level) may not be removed without prior

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approval of the ARC for the Master Association and the Villas ARC. All requests for approval of tree removal shall be submitted to said ARC's along with a plan showing generally the location of such tree(s). Notwithstanding the foregoing, the Seminole County Arbor Ordinance shall take precedence over this Section 16.

Section 17. Replacement of Trees. Anyone violating the provisions of Section 16 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the ARC of either the Master Association or the Villas. If the Owner fails or refuses to replace the trees as demanded, either of the ARC's shall cause suitable replacements to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the ARC's, their agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 16 and this Section 17.

Section 18. Insurance.

(a) The Villas shall keep (i) any buildings in the Limited Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof, and (ii) all personal property owned by the Villas insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Villas. Insurance proceeds for improvements in the Limited Common Area and any personal property owned by the Villas shall be payable to the Villas. In the event of any loss, damage or destruction, the Villas shall cause the same to be replaced, repaired or rebuilt if it occurred in the Limited Common Area. In the event the cost of such replacement, repair or rebuilding of improvements on the

Limited Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners.

(b) The Villas shall procure and keep in force public liability insurance in the name of the Villas against any liability for personal injury or property damage resulting from any occurrence in or about the Limited Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in indemnity against the claim of one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

(c) Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Villas and made available for inspection by Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancellable by the insurer without first giving at least ten (10) days prior notice in writing to the Villas, and (ii) contain a waiver of subrogation by the insurer(s) against the Villas, Board and Owners.

(d) Anything contained herein to the contrary notwithstanding, the Villas shall maintain such insurance coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or the Federal National Mortgage Association ("FNMA") so long as VA, FHA or FNMA holds a mortgage on or owns any Lot.

Section 19. Swimming Pools. No above ground swimming pools shall be permitted on the Unit One Property.

ARTICLE VIII

COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Limited Common Area and the improvements made thereto, and that it is in the interests of all of the Owners that the right to the use and enjoyment of the Limited Common Area be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Limited Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Limited Common Area. In addition there shall exist no right to transfer the right to the use and enjoyment of the Limited Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Limited Common Area appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Declarant or the Villas for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Villas, 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 Villas, the Declarant 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. If the Villas or the Declarant or any Owner shall seek to enforce the provisions of

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this Declaration, then said party shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise 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 during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property and Limited Common Area, other than that described in subparagraph (b) below, may be annexed to the Unit One Property with the consent of two-thirds (2/3) of each class of members;

(b) Additional land within the area described on Exhibit "A" attached hereto, may be annexed by the Declarant for certain specific purposes without the consent of members so long as Declarant is a Class B Member of the Villas, provided the Federal Housing Administration (FHA) and the Veteran's Administration (VA) consent to such annexation. Upon annexation of said additional land, the owners of lots within land so annexed for all intents and purposes shall be deemed to be members of the Villas in accordance with the provisions of this Declaration, but only for the purposes set forth in the Supplemental Declaration provided for below. The Owners

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of the Lots shall be subject to the Villas' rules, regulations and bylaws in the same manner and with the same effect as the original Lot Owners, insofar as those rules, regulations and bylaws apply to the specific purposes for which the additional land was annexed. When additional land is annexed, the Declarant shall file a Supplemental Declaration among the Public Records of Seminole County, Florida, which Supplemental Declaration shall reference this Declaration and shall contain the legal description of the land annexed and shall set forth the purpose for the annexation and such special provisions and restrictions which apply only to the area being annexed. Such Supplemental Declaration may provide for a special assessment to be charged to the Owners of Dwelling Units in the additional lands being annexed which special assessment shall relate only to those particular Limited Common Areas which the Owners of Dwelling Units in the additional land being annexed are entitled to use. Notwithstanding any other provision of this Declaration to the contrary, the Supplemental Declaration adding such annexed lands shall not be required to be executed by any existing Owners, other than Declarant.

Section 5. Right of The Villas to Merge. The Villas retains the right to merge with any other homeowners association provided such homeowners association is for an FHA or VA approved subdivision and provided FHA approves such merger. This right shall be exercised by recordation of an Amendment to this Declaration recorded among the Public Records of Seminole County, which Amendment shall set forth a legal description of the property to which this Declaration, as amended, shall apply. The Amendment shall further have attached to it a resolution of the Villas and the homeowners association with which a merger is to take place, and such resolution shall be certified by the Corporate Secretary.

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thereof and shall state:

The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties not covered by Article IX, dedication of Limited Common Area, merger as provided in Section 5 of this Article IX, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, FLORIDA RESIDENTIAL COMMUNITIES, INC., has caused its seal to be hereunto affixed and these presents to be signed by its Vice President, thereunto duly authorized, this 10TH day of JANUARY, 198⁴.

Signed, sealed and delivered in the presence of:

FLORIDA RESIDENTIAL
COMMUNITIES, INC.

Marianne P. Blate
[Signature]

By: [Signature]
Howard B. Lefkowitz,
Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 10TH day of JANUARY, 198⁴ before me personally appeared Howard B. Lefkowitz, Vice President of FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the

RECORDED & VERIFIED
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CLERK CIRCUIT COURT
SEMINOLE COUNTY FL.

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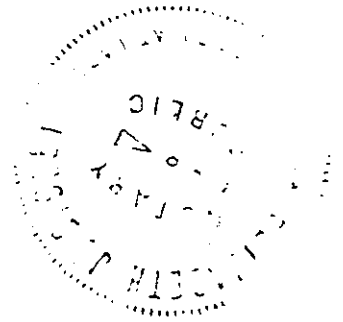
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execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State first above written.

Elybeth J. Hegley
Notary Public
My Commission Expires July 22, 1985



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EXHIBIT "A"

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED $N00^{\circ}04'38"E$, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN THENCE $S00^{\circ}04'38"W$, ALONG THE WEST LINE OF THE NORTHWEST $1/4$ OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE RUN $S89^{\circ}20'33"E$, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 1207.08 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST $1/4$ OF THE NORTHWEST $1/4$ OF SAID SECTION 7; THENCE $S00^{\circ}12'13"W$, ALONG SAID EAST LINE, A DISTANCE OF 1320.36 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF FOXWOOD PHASE 3, 1ST ADDITION AS RECORDED IN PLAT BOOK 23, PAGE 35, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN $N88^{\circ}46'32"W$, ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 132.14 FEET; THENCE $S01^{\circ}13'28"W$, A DISTANCE OF 135.73 FEET FOR A POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF $27^{\circ}18'51"$ AND A RADIUS OF 160.00 FEET; THENCE FROM A TANGENT BEARING OF $S29^{\circ}05'39"E$, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 76.28 FEET TO THE POINT OF TANGENCY; THENCE $S56^{\circ}24'31"E$, A DISTANCE OF 120.58 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF $77^{\circ}25'11"$ AND A RADIUS OF 25.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 33.78 FEET TO THE POINT OF TANGENCY; THENCE $N46^{\circ}10'19"E$, A DISTANCE OF 10.73 FEET; THENCE $S43^{\circ}49'41"E$, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF $83^{\circ}26'08"$ AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF $S46^{\circ}10'19"W$, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF $11^{\circ}24'22"$ AND A RADIUS OF 140.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.87 FEET TO THE POINT OF TANGENCY; THENCE $S25^{\circ}51'27"E$, A DISTANCE OF 65.41 FEET; THENCE $N44^{\circ}47'22"E$, A DISTANCE OF 155.11 FEET; THENCE $S45^{\circ}12'38"E$, A DISTANCE OF 240.63 FEET; THENCE $S44^{\circ}47'22"W$, A DISTANCE OF 248.44 FEET; THENCE $S45^{\circ}12'38"E$, A DISTANCE OF 46.38 FEET; THENCE $S20^{\circ}38'33"W$, A DISTANCE OF 94.80 FEET; THENCE $S10^{\circ}50'21"E$, A DISTANCE OF 50.00 FEET; THENCE $S40^{\circ}39'29"W$, A DISTANCE OF 58.74 FEET TO THE NORTHERNMOST CORNER OF THE FLORIDA POWER CORPORATION PIEDMONT SUBSTATION SITE; THENCE $S44^{\circ}46'14"W$, ALONG THE NORTHWESTERLY LINE OF SAID PIEDMONT SUBSTATION SITE, A DISTANCE OF 634.96 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 436; THENCE $N53^{\circ}43'46"W$, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 42.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF $15^{\circ}29'37"$ AND A RADIUS OF 1278.11 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 345.62 FEET; THENCE $N00^{\circ}18'44"E$, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST $1/4$ OF SAID SECTION 7, A DISTANCE OF 969.49 FEET; THENCE $S88^{\circ}46'32"E$, A DISTANCE OF 130.00 FEET; THENCE $S01^{\circ}13'28"W$, A DISTANCE OF 10.00 FEET; THENCE $S88^{\circ}46'32"E$, A DISTANCE OF 149.00 FEET; THENCE $N01^{\circ}13'28"E$, A DISTANCE OF 26.98 FEET; THENCE $S88^{\circ}46'32"E$, A DISTANCE OF 117.25 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF $09^{\circ}12'20"$ AND A RADIUS OF 200.00 FEET; THENCE FROM A TANGENT BEARING OF $S19^{\circ}53'20"E$, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 32.13 FEET; THENCE $N60^{\circ}54'21"E$, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. CONTAINING 17.733 ACRES MORE OR LESS.

BYLAWS

OF

STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32701, but meeting of members and directors may be held at such places within the State of Florida, County of Seminole, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to FLORIDA RESIDENTIAL COMMUNITIES, INC., its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the

Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida recorded in Official Records Book 1514, Page 1843, Public Records of Seminole County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the directions of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting, to each member entitled to vote there at, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote there at shall have power to adjourn the meeting from time to time, subject to the same notice requirement.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be

revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one (1) year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members of their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association

and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. Any two (2) or more offices may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable

cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability from the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., CORPORATION NOT FOR PROFIT.

ARTICLE XIII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Membership, by a vote of a majority of a quorum of all members voting in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., have hereunto set our hands this 18th day of January, 1983.

Elizabeth J. Lytle

Maie F. Nais

Elizabeth J. Lytle

Maie F. Nais

Elizabeth J. Lytle

Maie F. Nais

Howard B. Lefkowitz, Director

Burton A. Bines, Director

Hollis R. Gillan
Hollis R. Gillan, Director

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit; and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 18th day of January, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 18th day of January, 1983.

Secretary

State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to Articles of Incorporation for STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on March 21, 1984, as shown by the records of this office.

The charter number of this corporation is N00725.



CER-101

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
21st day of March, 1984.

A stylized, handwritten signature in dark ink, appearing to read "George Firestone".

George Firestone
Secretary of State

FILED

ARTICLES OF AMENDMENT

MAR 21 11 51 AM '84

TO
THE ARTICLES OF INCORPORATION
OF

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.

TO: DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Sections 617.017 and 617.018 of the Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.

2. The following Amendment to the Articles of Incorporation was adopted by joint action of the sole member and the Board of Directors of the Association on Feb. 13, 1984, pursuant to Section 617.017(3) of the Florida Statutes:

RESOLVED, that Paragraph (f) of Article IV of the Articles of Incorporation is amended to read as follows:

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of each class of members, unless provided otherwise in the Declaration.

FURTHER RESOLVED, that there shall be a new Article XV of the Articles of Incorporation which shall read as follows:

ARTICLE XV

MEETINGS OF MEMBERS: QUORUM REQUIREMENTS

The presence at any meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as

otherwise provided in these Articles of Incorporation, the Declaration, or the Bylaws.

Dated February 13, 1984

STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.

(Corporate Seal)

By:

Burton A. Bines, President

By:

Elizabeth J. Lyter
Elizabeth J. Lyter, Secretary

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 13th day of February, 1984, by Burton A. Bines, President, and by Elizabeth J. Lyter, Secretary, of STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation.

Clara J. Lyter
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 7 1987
BONDED THRU GENERAL INSURANCE UND

STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.

1. Organizational Structure:

The affairs of the Association will be managed by a Board of 3 Directors and 5 Officers.

2. Membership and Voting Rights of Homeowners and the Developer:

The Association shall have two classes of voting membership.

Class A. Class A Members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned.

Class B. The Class B Member shall be the Declarant and shall be entitled to 3 votes for each lot owned.

3. Annexation:

(a) Additional properties other than that described in (b) below may be annexed with the consent of 2/3 of each class of members.

(b) Additional properties constituting the entire 425 Unit Planned Unit Development may be annexed by the Declarant so long as the Declarant is a Class B Member and provided FHA/VA agree to the annexation.

4. Merger:

The Association may merge with any other homeowners association provided such homeowners association is for an FHA or VA approved subdivision.

5. The maximum annual assessment until January 1st of the year immediately following the conveyance of the first Lot shall be \$ 172.90. Thereafter the maximum annual assessment may be increased a maximum of 5% without a vote and above 5% by a 2/3 vote of each class of membership.

6. Method of Enforcing Assessments:

Any assessment not paid within thirty (30) days after the due date shall be charged 15% per annum interest. The Association may bring an action at law against the Owner or foreclose a lien against the Lot.

7. Common Property:

The common property includes streets, roadways, paths, fences, landscape buffers, drainage and retention areas, buffer areas, entryway feature or any other real or personal property identified by tract as common area on the plat of Unit One and all subsequent phases of Stockbridge.

8. Services:

Through the Board of Directors and Officers of the Association, the Association shall conduct all business affairs, adopt rules and regulations governing the use of the common area and suspend the voting rights of a member as a result of non-payment of assessments.

9. Architectural Control:

The Architectural Review Committee shall have their members appointed by the Board of Directors. This Committee shall terminate upon complete sellout of the Stockbridge Project, at which time the Subassociations shall exercise architectural control over their respective entities.

STOCKBRIDGE MASTER HOMEOWNERS ASSOCIATION

BUDGET

(425 Units)

ACCOUNTING/AUDITING	\$ 3,400
INSURANCE	750
MANAGEMENT	17,850
LEGAL	2,500
GROUNDS MAINTENANCE	30,600
GROUNDS EXTERMINATION	4,000
MISCELLANEOUS	1,200
LAKE MAINTENANCE	885

RESERVES

ROAD RESURFACING	12,000

\$73,185 =

\$172.20/UNIT/YEAR =

\$14.35/UNIT/MONTH

JOINT ACTION OF THE SOLE MEMBER
AND
BOARD OF DIRECTORS OF
STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. The sole member of Stockbridge Master Homeowners' Association, Inc., is Florida Residential Communities, Inc.

B. The Directors of Stockbridge Master Homeowners' Association, Inc., (hereinafter referred to as "the Association"), are Burton A. Bines, Howard B. Lefkowitz and Hollis R. Gillan.

C. The sole member and Directors of the Association have determined that it is in the best interests of the Association that certain amendments be made to the Articles of Incorporation and the Bylaws of the Association in order to provide greater clarity and consistency among said documents and that certain Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida, dated December 29, 1983, and recorded January 4, 1984, in Official Records Book 1514, at Page 1843, of the Public Records of Seminole County, Florida.

D. The amendments to the Articles of Incorporation and the Bylaws of the Association contained herein shall be submitted to the Federal Housing Administration for approval, pursuant to Article XII and Article XIII of the Articles of Incorporation.

E. The undersigned, pursuant to Section 617.017(3), Florida Statutes, hereby take the following action:

RESOLVED, that Paragraph (f) of Article IV of the Articles of Incorporation is amended to read as follows:

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, unless provided otherwise in the Declaration.

FURTHER RESOLVED, that there shall be a new Article XV of the Articles of Incorporation which shall read as follows:

ARTICLE XV

MEETINGS OF MEMBERS: QUORUM REQUIREMENTS

The presence at any meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in these Articles of Incorporation, the Declaration, or the Bylaws.

FURTHER RESOLVED, that the amended and restated Bylaws of the Association, a copy of which is attached hereto as Exhibit "A", containing modifications to those sections listed hereinbelow, are adopted in their entirety:

PROVISIONS MODIFIED

Article II: DEFINITIONS

Section 3: "Common Area"

Section 4: "Lot"

Section 5: "Owner"

Section 6: "Declarant"

Section 7: "Declaration"

Article VIII, Section 8(d)

Article XI: ASSESSMENTS

Executed this the 13th day of February, 1984.

Member

FLORIDA RESIDENTIAL
COMMUNITIES, INC.

By:

Burton A. Bines, President

Directors

Burton A. Bines

Howard B. Lefkowitz

Hollis R. Gillan

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, unless provided otherwise in the Declaration.

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Section 3: "Common Area"

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Section 5: "Owner"

Section 6: "Declarant"

Section 7: "Declaration"

Article VIII, Section 8(d)

Article XI: ASSESSMENTS

Executed this the 13th day of February, 1984.

Member

FLORIDA RESIDENTIAL
COMMUNITIES, INC.

By:

Burton A. Bines, President

Directors

Burton A. Bines

Howard B. Lefkowitz

Hollis R. Gillan

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FURTHER RESOLVED, that the amended and restated Bylaws of the Association, a copy of which is attached hereto as Exhibit "A", containing modifications to those sections listed hereinbelow, are adopted in their entirety:

PROVISIONS MODIFIED

Article II: DEFINITIONS

Section 3: "Common Area"

Section 4: "Lot"

Section 5: "Owner"

Section 6: "Declarant"

Section 7: "Declaration"

Article VIII, Section 8(d)

Article XI: ASSESSMENTS

Executed this the 13th day of February, 1984.

Member

FLORIDA RESIDENTIAL
COMMUNITIES, INC.

By:

Burton A. Bines, President

Directors

Burton A. Bines

Howard B. Lefkowitz

Hollis R. Gillan

This Quit-Claim Deed, Executed this 14th day of March, A. D. 19 84, by
FLORIDA RESIDENTIAL COMMUNITIES, INC.

a corporation existing under the laws of the State of Florida, and having its principal place of
business at 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32714

first party, to
STOCKBRIDGE MASTER HOMEOWNERS ASSOCIATION, INC.

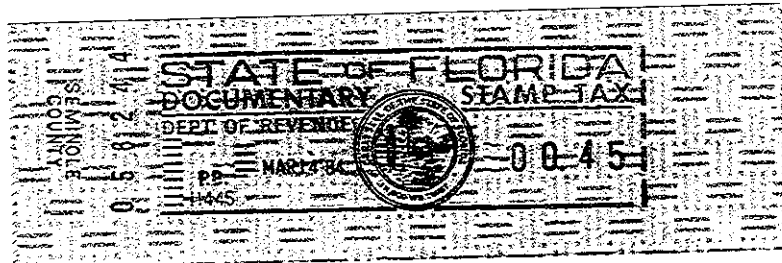
whose postoffice address is 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32714

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal
representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context
so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which
the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being
in the County of Seminole State of Florida, to wit:

Tracts A, D, F & G, according to the Plat of STOCKBRIDGE UNIT ONE,
as recorded in Plat Book 28, Pages 79 and 80, Public Records of
Seminole County, Florida.



RECORDED & VERIFIED
CLERK CIRCUIT COURT
SEMINOLE COUNTY FL.
MAR 14 4 00 PM '84

100383

To Have and to Hold the same together with all and singular the appurtenances thereunto
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim what-
soever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said
second party forever.

In Witness Whereof

the said first party has caused these pres-
ents to be executed in its name, and its corporate seal to be hereunto affixed,
by its proper officers thereunto duly authorized, the day and year first above
written.

Howard B. Lefkowitz V.P. & Secretary
Signed, sealed and delivered in the presence of:

FLORIDA RESIDENTIAL COMMUNITIES, INC.

By Burton A. Bines President

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,
personally appeared Burton A. Bines and Howard B. Lefkowitz

well known to me to be the President and V.P. and Secretary respectively of the corporation named as first party
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of March, A. D. 1984

Elizabeth J. Belfay
Notary Public
My Commission Expires: July 27, 1985

This Instrument prepared by: E.J. Lyter
Florida Residential Communities, Inc.
Address 101 Wymore Road, Suite 400, Altamonte Springs, FL 32714

OFFICIAL RECORDS
BOOK

PAGE
1530 1451

SEMINOLE CO. FL.

MAR 19 1984

1541 0093

SEMINOLE CO. FL.

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ANNEXING CERTAIN REAL PROPERTY INTO
STOCKBRIDGE PLANNED UNIT DEVELOPMENT, STOCKBRIDGE MASTER
HOMEOWNERS' ASSOCIATION, INC., AND VILLAS OF
STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.,
FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT TWO,
SEMINOLE COUNTY, FLORIDA

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ANNEXING CERTAIN REAL PROPERTY INTO STOCKBRIDGE PLANNED UNIT DEVELOPMENT, STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC. AND VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT TWO, SEMINOLE COUNTY, FLORIDA (hereinafter referred to as the "Declaration"), made on the date hereinafter set forth by FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, with the principal mailing address of 101 Wymore Road, Suite 400, Altamonte Springs, Seminole County, Florida 32750 (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant has developed certain real property (hereinafter referred to as the "Property"), located in Seminole County, Florida, which is more particularly described on Exhibit "A" attached hereto, into the initial phase of the planned unit development known as Stockbridge Planned Unit Development; and

WHEREAS, Declarant established certain covenants and restrictions on the Property by virtue of that certain Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida (hereinafter referred to as the "Master Declaration") dated December 29, 1983 and recorded on January 3, 1984 in Official Records Book 1514, Page 1843, Public Records of Seminole County, Florida; and

WHEREAS, Declarant established certain other covenants and restrictions on the Property by virtue of that certain First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit

FL. Residential Comm.

One, Seminole County, Florida (hereinafter referred to as the "Unit One Declaration"), dated January 10, 1984 and recorded on January 13, 1984 in Official Records Book 1517, Page 0256, Public Records of Seminole County, Florida; and

WHEREAS, Article IX, Section 4(b) of the Master Declaration and Article IX, Section 4(b) of the Unit One Declaration provide that land within the area described on Exhibit "B" attached to the Master Declaration and land described on Exhibit "B" attached to Unit One Declaration, respectively, may be annexed by the Declarant without consent of the members of Stockbridge Master Homeowners' Association, Inc. or the members of Villas of Stockbridge Homeowners' Association, Inc. so long as Declarant is a Class B Member thereof, and provided the Federal Housing Administration and the Veteran's Administration consent to such annexation; and

WHEREAS, Article IX, Section 4(b) of the Master Declaration and Article IX, Section 4(b) of the Unit One Declaration both provide that when additional land is annexed, Declarant shall file a Supplemental Declaration among the Public Records of Seminole County, Florida, which Supplemental Declaration shall reference the Master Declaration and the Unit One Declaration, and which need not be executed by any existing Owners (as that term is defined in the Master Declaration) other than Declarant; and

WHEREAS, Declarant is the sole record owner in fee simple of certain real property (hereinafter referred to as the "Annexed Property") located in Seminole County, Florida, which is more particularly described on Exhibit "B" attached hereto, and which land is within the area described on Exhibit "B" attached to the Master Declaration and Exhibit "B" attached to the Unit One Declaration; and

WHEREAS, Declarant intends to develop the Annexed Property into an additional Unit of Stockbridge Planned Unit Development, and subject the Annexed Property to the terms and

provisions of the Master Declaration and the Unit One Declaration; and

WHEREAS, Declarant is a Class B Member of both the Stockbridge Master Homeowners' Association, Inc. and the Villas of Stockbridge Homeowners' Association, Inc.

NOW THEREFORE, Declarant declares as follows:

A. That the Annexed Property shall be and become an additional unit of Stockbridge Planned Unit Development and Unit One thereof and shall be referred to as "Stockbridge Planned Unit Development, Unit Two, Seminole County, Florida."

B. That the Annexed Property and all owners thereof shall be subject to the terms of the Master Declaration and the Unit One Declaration.

C. That the Owners of any Lots (as those terms are defined in the Master Declaration) in the Annexed Property shall, for all intents and purposes, be deemed to be members of the Stockbridge Master Homeowners' Association, Inc. in accordance with the terms and provisions of the Master Declaration, and members of the Villas of Stockbridge Homeowners' Association, Inc., in accordance with the terms and provisions of the Unit One Declaration.

D. That in accordance with the terms and provisions of the Master Declaration and the Unit One Declaration, Declarant shall record among the Public Records of Seminole County, Florida, a Supplemental Declaration for the Annexed Property, which shall reference this Declaration and shall set forth such special provisions and restrictions which apply only to the Annexed Property, and which may set forth any other matters not disallowed by the Master Declaration or the Unit One Declaration.

IN WITNESS WHEREOF, FLORIDA RESIDENTIAL COMMUNITIES, INC. has caused its seal to be hereunto affixed and these presents

1541 0096

SEMINOLE CO. FL.

to be signed by its Vice President, thereunto duly authorized,
this 17th day of April, 1984.

Signed, sealed and delivered
in the presence of:

Maie P. Hais
Norman L. Langerin

FLORIDA RESIDENTIAL
COMMUNITIES, INC.

By:

Howard B. Lefkowitz
Vice-President

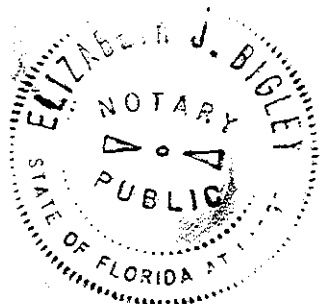
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 17th day of April, 1983, before me personally appeared Howard B. Lefkowitz, Vice-President of FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State first above written.

Elizabeth J. Bigley
Notary Public
My Commission Expires:
July 24, 1985



1541 0097

SEMINOLE CO. FL.

STOCKBRIDGE UNIT TWO

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED N00 04'38"E, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATES AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN THENCE S00 04'38"W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE RUN S89 20'33"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 1207.08 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE S00 12'13"W, ALONG SAID EAST LINE, A DISTANCE OF 1199.32 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S00 12'13"W, ALONG SAID EAST LINE, A DISTANCE OF 121.04 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF FOXWOOD PHASE 3, 1ST ADDITION AS RECORDED IN PLAT BOOK 23, PAGE 35, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S88 46'32"E, ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENTION, A DISTANCE OF 1239.60 FEET; THENCE S00 29'34"W, A DISTANCE OF 71.12 FEET TO A POINT ON THE NORTHWESTERLY LINE OF A 100.00 FOOT FLORIDA POWER CORPORATION EASEMENT, AS RECORDED IN DEED BOOK 70, PAGES 458 - 459, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S44 47'22"W, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 1259.14 FEET TO A POINT SITUATED 120.00 FEET NORTHEASTERLY BY RIGHT ANGLE MEASUREMENT FROM THE NORTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN O.R. BOOK 813, PAGES 227 - 229, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORHTERLY LINE OF FLORIDA POWER CORPORATION PIEDMONT SUB-STATION AS RECORDED IN O.R. BOOK 1453, PAGES 253-254, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE N45 13'46"W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 214.34 FEET TO A POINT ON THE BOUNDARY OF STOCKBRIDGE UNIT ONE, AS RECORDED IN PLAT BOOK 28, PAGES 79-80, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE RUN ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID STOCKBRIDGE UNIT ONE FOR THE FOLLOWING COURSES AND DISTANCES, THENCE N40 39'29"E, A DISTANCE OF 58.74 FEET; THENCE N10 50'21"W, A DISTANCE OF 50.00 FEET, THENCE N20 38'33"E, A DISTANCE OF 94.80 FEET, THENCE N45 12'38"W, A DISTANCE OF 46.38 FEET, THENCE N44 47'22"E, A DISTANCE OF 248.44 FEET; THENCE N45 12'38"W, A DISTANCE OF 240.63 FEET; THENCE S44 47'22"W, A DISTANCE OF 155.11 FEET, THENCE N25 51'27"W, A DISTANCE OF 65.41 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 11 24'22" AND A RADIUS OF 140.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 83 26'08" AND A RADIUS OF 25.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.41 FEET, THENCE N43 49'41"W, A DISTANCE OF 40.00 FEET; THENCE S46 10'19"W, A DISTANCE OF 10.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF 77 25'11" AND A RADIUS OF 25.00 FEET; THENCE RUN WESTERLY ALONG SAID CURVE, A DISTANCE OF 33.78 FEET TO THE POINT OF TANGENCY, THENCE N56 24'31"W, A DISTANCE OF 120.58 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 27 18'51" AND A RADIUS OF 160.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 76.28 FEET; THENCE S60 54'21"W, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE CONTINUING ALONG SAID BOUNDARY AND DEPARTING FROM SAID BOUNDARY, FROM A TANGENT BEARING OF N29 05'39"W, THROUGH A CENTRAL ANGLE OF 29 17'52", RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.27 FEET TO THE POINT OF TANGENCY; THENCE N00 12'13"E, A DISTANCE OF 176.10 FEET, THENCE S89 47'47"E, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING. CONTAINING 15.566 ACRES MORE OR LESS.

RECORDED & VERIFIED
CLERK CIRCUIT COURT
SEMINOLE COUNTY FL.
APR 24 2 50 PM '84

110240

1614 1856

QUIT-CLAIM DEED
FROM CORPORATION

RAMCO FORM 42

SEMINOLE CO. FL.

This Quit-Claim Deed, Executed this 5th day of February, A. D. 1985, by

STOCKBRIDGE, LTD., A Florida Limited Partnership

and having its principal place of business at 101 Wymore Road, Suite 400, Altamonte Springs, FL 32714

first party, to STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., A Florida Corporation

whose postoffice address is 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32714

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$

in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Seminole State of Florida, to wit:

Commence at the Southeasterly corner of Tract "E", Stockbridge Unit One, as recorded in Plat Book 28, Pages 79 and 80, of the Public Records of Seminole County, Florida, said point also being the Southwesterly corner of the Florida Power Corporation Piedmont Substation site; thence run N 44°46'14"E, along the Easterly line of said Stockbridge Unit One, a distance of 275.99 feet for a Point of Beginning; thence continue N 44°46'14"E, along said line a distance of 262.53 feet; thence S 12°05'24"W, a distance of 92.60 feet; thence S44°46'14"W, parallel with said Easterly line of Stockbridge Unit One, a distance of 122.09 feet; thence S83°25'49"W, a distance of 80.04 feet to the Point of Beginning.

Containing 9615.37 square feet or 0.2207 acres more or less.

RECEIVED

1925
FEB 12 1985

DAVID N. BERRIEN
Clerk of Courts Seminole Co. FL

1925
30

34
ONE 4012 2/12/85

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

STOCKBRIDGE, LTD.
By: FLORIDA RESIDENTIAL COMMUNITIES, INC., MANAGING PARTNER

By: Burton A. Bines President

Howard B. Lefkowitz, V.P. & Secretary
Signed, sealed and delivered in the presence of:

Marianne M. Blake
Norma L. Langdon

STATE OF Florida
COUNTY OF Seminole

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Burton A. Bines and Howard B. Lefkowitz

well known to me to be the President and V.P. and Secretary respectively of the corporation named as first party in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of February, A. D. 1985

Elizabeth J. Bigley
Notary Public
My Commission Expires:
July 22, 1985

This Instrument prepared by: E. Lyter
FRC, Inc., 101 Wymore Road, Suite 400.
Address Alt. Spgs., FL 32714

Intangible Tax Pd.
David N. Berrien, Clerk Seminole

County By: 7-12 D.C.

179299

DAVID N. BERRIEN
RECORDED & VERIFIED
CLERK CIRCUIT COURT
SEMINOLE COUNTY FL.
FEB 12 4 30 PM '85

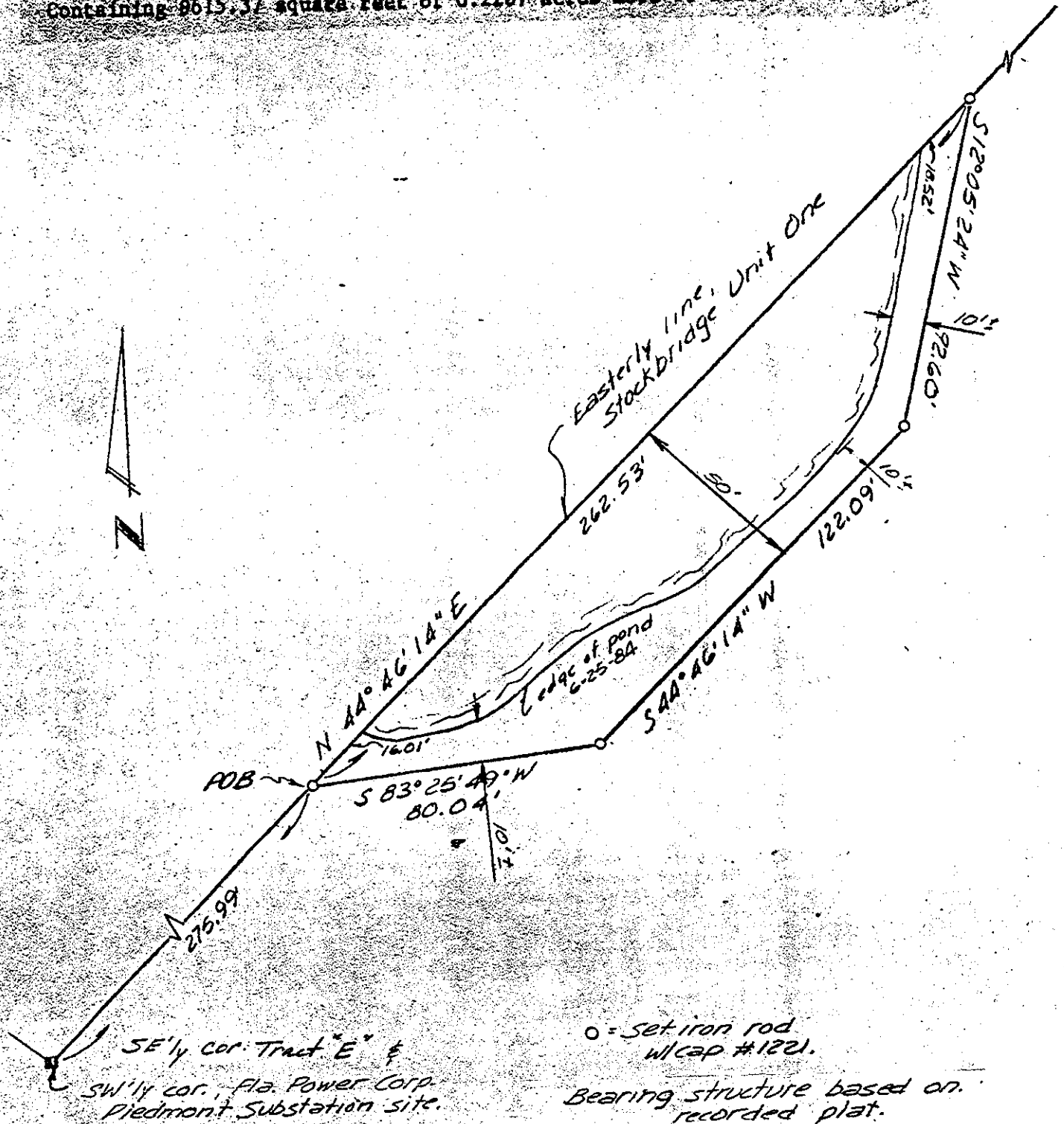
ELIZABETH J. BIGLEY
NOTARY PUBLIC
COMMISSION EXPIRES
JULY 22, 1985

Re: 76.

PLAT OF SURVEY DESCRIPTION

Commence at the Southeastern corner of tract "E", Stockbridge Unit One, as recorded in Plat Book 28, at Pages 79 and 80, of the Public Records of Seminole County, Florida, said point also being the Southwesterly corner of the Florida Power Corporation Piedmont Substation Site; thence run N 44°46'14" E, along the Easterly line of said Stockbridge Unit One, a distance of 275.99 feet for a Point of Beginning; thence continue N 44°46'14" E, along said line a distance of 262.53 feet; thence S 12°05'24" W, a distance of 92.60 feet; thence S 44°46'14" W, parallel with said Easterly line of Stockbridge Unit One, a distance of 122.09 feet; thence S 83°25'49" W, a distance of 80.04 feet to the Point of Beginning.

Containing 9615.37 square feet or 0.2207 acres more or less.



BUILDING TIES SHOWN ON THIS SURVEY SHOULD NOT BE USED TO RECONSTRUCT PROPERTY LINES

I hereby certify that this survey is true and correct to the best of my knowledge, and that this survey has been prepared in accordance with the adopted "Minimum Technical Standards" as required by Chapter 21HH-6 F.A.C. effective September 1, 1981.

Deanna L. Deal

**bowyer-
singleton &
associates**

INCORPORATED

CONSULTING ENGINEERING - LAND SURVEYING
520 S. MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801
305/843-5100

PREPARED FOR
*Fla. Residential
Communities*

DATE: 10-8-84
SCALE: 1" = 40'
FOUNDATION ADDED:
FINAL ADDED:
DRAWN BY: PH
FILE NUMBER: FR14-A.2

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on July 17, 1985, as shown by the records of this office.

The charter number of this corporation is N10289.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
18th day of July, 1985.



CER-101

George Firestone
Secretary of State

ARTICLES OF INCORPORATION
OF
WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC.

FILED
1955 JUL 17 PM 1:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC. (hereinafter called the "Association.")

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32714.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32714, and the name of the Registered Agent is Burton A. Sines, President of Wekiva Reserve Homeowners' Association, Inc.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

That certain real property shown and described on the Plat of WEKIVA RESERVE, UNIT ONE, as recorded in Plat Book 32, Page 66 & 67, Public Records of Seminole County, Florida,

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this

Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration"), applicable to the Property and recorded or to be recorded on the Public Records of Seminole County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Limited Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, unless provided otherwise in the Declaration.

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

MEETINGS OF MEMBERS: QUORUM REQUIREMENTS

The presence at any meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in these Articles of Incorporation, the Declaration, or the Bylaws.

ARTICLE VII

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person owns 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 (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot platted and owned by Declarant, as well as for each Lot approved by Seminole County, Florida, and the Federal Housing Administration for the Wekiva Reserve Subdivision Community. The Class B Membership shall cease and become converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) On December 31, 1990.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for membership under Article III, Section 1 of the Supplemental Declaration.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a Board of three (3) directors who shall serve until the organizational meeting and thereafter by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Burton A. Bines	620 Landings Place Longwood, Florida 32750
Howard B. Lefkowitz	803 Sweetwater Club Blvd. Longwood, Florida 32750
Ann Helms	1593 Bobolink Lane Casselberry, Florida 32707

At the first annual meeting, the members shall elect three (3) Directors for a term of one (1) year. At each annual meeting thereafter the members shall elect three (3) Directors for a term of one (1) year.

ARTICLE IX

INITIAL OFFICERS

The affairs of the Association shall be managed by a President, Vice President, Secretary and Treasurer and such other officers as permitted in the Bylaws. The names and addresses of those persons who shall act as officers of the corporation until the election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Burton A. Bines, President	620 Landings Place Longwood, Florida 32750
Howard B. Lefkowitz, Vice-President	803 Sweetwater Club Blvd. Longwood, Florida 32750
Gregg Wasserman, Treasurer	1079 Wentworth Court Longwood, Florida 32750

Ann Helms, Secretary

1593 Bobolink Lane
Casselberry, Florida 32707

The above-named officers shall serve until the first and organizational meeting of the Board of Directors of the corporation. The officers shall be elected by the Directors at the first meeting of the Board of Directors and shall hold office for a one (1) year period from the date of their election.

ARTICLE X

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval upon dissolution pursuant to Section 617.05, Florida Statutes.

ARTICLE XI

DURATION

The Corporation shall exist perpetually.

ARTICLE XII

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership. Amendment of these Articles may be proposed by the Board of Directors and shall be voted on at a Special Meeting of the Membership duly called for that purpose, or at an annual meeting of the Membership.

ARTICLE XIII

BYLAWS

The Bylaws of this corporation shall be adopted by the Board of Directors and may be altered, amended, or rescinded by a majority vote of a quorum of all members voting in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B Membership.

ARTICLE XIV

FHA/VA APPROVAL

As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XV

SUBSCRIBERS

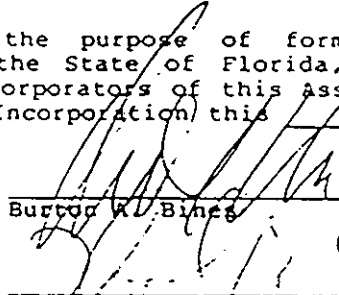
The names and residences of the subscribers to these Articles of Incorporation are:

Burton A. Bines
620 Landings Place
Longwood, Florida 32750

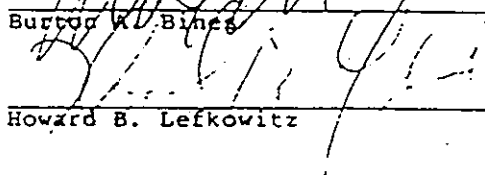
Howard B. Lefkowitz
803 Sweetwater Club Boulevard
Longwood, Florida 32750

Ann Helms
1593 Bobolink Lane
Casselberry, Florida 32707

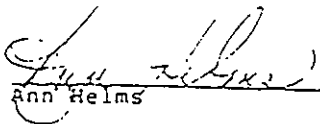
IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 1st day of July, 1985.



Burton A. Bines

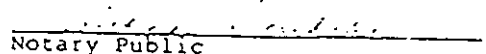


Howard B. Lefkowitz


Ann Helms

STATE OF FLORIDA
COUNTY OF

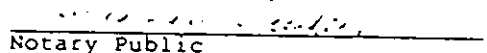
The foregoing instrument was acknowledged before me this 1st
day of July, 1985 by Burton A. Bines.


Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 1 1987
I HAVE THIS CERTIFICATE INSURED

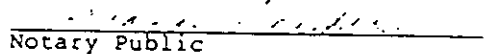
The foregoing instrument was acknowledged before me this 1st
day of July, 1985, by Howard B. Lefkowitz.


Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF

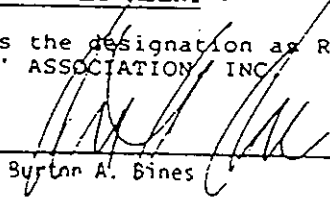
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 1 1987
I HAVE THIS CERTIFICATE INSURED

The foregoing instrument was acknowledged before me this 1st
day of July, 1985, Ann Helms.


Notary Public
My Commission Expires:

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation as Registered
Agent of WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC.


Burton A. Bines

WEKIVA RESERVE, UNIT ONE

SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT,
SEMINOLE COUNTY, FLORIDA

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, SEMINOLE COUNTY, FLORIDA, for Wekiva Reserve, Unit One (hereinafter referred to as the "Declaration"), made on the date hereinafter set forth by FLORIDA RESIDENTIAL COMMUNITIES, INC., Florida corporation, with the principal mailing address of Suite 406, 101 Wymore Road, Altamonte Springs, Seminole County, Florida (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the sole record owner in fee simple of certain real property (hereinafter referred to as the "Wekiva Reserve Property") located in Seminole County, Florida, which is more particularly described on Exhibit "A" attached hereto; and

WHEREAS, the Declarant desires to develop the Wekiva Reserve Property as a phase of the Planned Unit Development known as the Stockbridge Planned Unit Development and intends to develop additional parcels or sections of the Stockbridge Planned Unit Development which shall become part of the Wekiva Reserve Property by virtue of the Supplemental Declaration as more specifically set forth hereafter; and

WHEREAS, Declarant has previously caused to be recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida (hereinafter referred to as the "Original Declaration"), recorded January 4, 1984, in Official Records Book 1514, Page 1843, Public Records of Seminole County, Florida; and

WHEREAS, Declarant by virtue of this Declaration incorporates the Wekiva Reserve Property into the Stockbridge Planned Unit Development as set forth in Article IX, Section 4(a) of the Original Declaration which provides for the preservation of the values and amenities of the Stockbridge Planned Unit

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Development, and for the maintenance of recreation areas, open space, green belt areas, recreational amenities, roadways and parking areas and other common facilities as may be specifically designated on each plat of the Stockbridge Planned Unit Development, and to this end, hereby subjects the Wekiva Reserve Property to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration and does hereby subject the Wekiva Reserve Property to those covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Wekiva Reserve Property and each subsequent owner of all or part thereof;

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WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in Wekiva Reserve, Unit One, to create a separate homeowners' association to which should be delegated and assigned the powers of maintaining and administering the Limited Common Area properties and facilities (as hereinafter defined) within Wekiva Reserve, Unit One; administering and enforcing these covenants and restrictions; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida, a Subassociation as defined in the Original Declaration, which Subassociation is known as the WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation (hereinafter referred to as the "Wekiva Reserve Association"), for the purpose of exercising the functions aforesaid; and

WHEREAS, in addition to being members of the Wekiva Reserve Association, the homeowners in WEKIVA RESERVE, UNIT ONE, are also members of the Master Association as defined in the Original Declaration;

NOW THEREFORE, Declarant declares that all of the Wekiva Reserve One Property shall be held, sold and conveyed subject to

the easements, restrictions, covenants and conditions of the Original Declaration and the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Wekiva Reserve Property and be binding on all parties having any right, title or interest in the Wekiva Reserve Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The definitions contained in the Original Declaration are incorporated herein by reference. In addition, the following definitions shall be used in the context of this Declaration.

Section 1. "Limited Common Area" shall mean all personal property and real property including the improvements thereon owned by the Wekiva Reserve Association for the common use and enjoyment of the Owners of Lots in the Wekiva Reserve Property, whether acquired by the Wekiva Reserve Association by purchase or conveyed to the Wekiva Reserve Association by the Declarant or otherwise acquired. The Limited Common Area is identified as Tracts B, C, D and E on the plat of Wekiva Reserve, Unit One, a copy of which is attached hereto as Exhibit "C," less the following described part of Tract "B":

Begin at the Southeast corner of Wekiva Reserve Unit One, as recorded in Plat Book 32, at Pages 66 and 67, of the Public Records of Seminole County, Florida; run N 89° 47' 47" W, a distance of 100.67; thence run N 00° 39' 27" E, a distance of 275.79 feet; thence run S 89° 20' 33" E, a distance of 98.49 feet to the East line of the SW 1/4 of the NW 1/4 of Section 7, Township 21 South, Range 29 East; thence run S 00° 12' 13" W along said East line, a distance of 275.00 feet to the Point of Beginning.

The term "Limited Common Area" shall also include any intangible personal property acquired by the Wekiva Reserve Association, including, but not limited to, promissory notes and security instruments, if such property is designated as such by the Wekiva Reserve Association. All Limited Common Areas are to be devoted to and intended for the common use and enjoyment of the members

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of the Wekiva Reserve Association, their families, guests, persons occupying Dwelling Units on a guest or tenant basis, and to the extent designated on recorded plats or authorized by the Board of Directors of the Wekiva Reserve Association.

Section 2. For purposes of this Declaration, "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Wekiva Reserve Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. For purposes of this Declaration, "Member" shall mean and refer to any Owner who is a member of the Wekiva Reserve Association.

Section 4. For purposes of this Declaration, "Lot" shall mean and refer to any plot of land shown upon the plat of the Wekiva Reserve Property with the exception of any Common Area, Limited Common Area, or street, which Lot is intended to have a Dwelling Unit constructed thereon.

Section 5. For purposes of this Declaration, "Common Areas" shall mean all personal property and real property including the improvements thereon owned by the Master Association for the common use and enjoyment of the "Owners," whether acquired by purchase or conveyance from the Declarant, its successors and assigns, or otherwise. The Common Area is identified as Tract A on the copy of the plat of Wekiva Reserve, Unit One, which is attached hereto as Exhibit "C," and is subject to the dedication set forth on said plat, and the term Common Area also includes the following described part of Tract "B":

Begin at the Southeast corner of Wekiva Reserve Unit One, as recorded in Plat Book 32, at Pages 66 and 67, of the Public Records of Seminole County, Florida; run N 89° 47' 47" W, a distance of 100.67; thence run N 00° 39' 27" E, a distance of 275.79 feet; thence run S 89° 20' 33" E, a distance of 98.49 feet to the East line of the SW 1/4 of the NW 1/4 of Section 7, Township 21 South, Range 29 East; thence run S 00° 12' 13" W along said East line, a distance of 275.00 feet to the Point of Beginning.

The Common Area shall be and is governed by the terms and conditions of "Common Area" set forth in the Original Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Limited Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Wekiva Reserve Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Limited Common Area;

(b) The right of the Wekiva Reserve Association to suspend the voting rights and right to use of the recreational amenities 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.

(c) The right of the Wekiva Reserve Association to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Wekiva Reserve Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members of the Wekiva Reserve Association has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Limited Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Wekiva Reserve Property.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Wekiva Reserve Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Wekiva Reserve Association shall have two (2) classes of voting Membership: .

Class A. Class A Members 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 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 the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or
- (b) On December 31, 1995.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for Membership under Article III, Section 1.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed,

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is deemed to covenant and agree to pay to the Wekiva Reserve Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. However, the liability for assessments with respect to Lots owned by Declarant shall be: (1) twenty-five percent (25%) of the annual assessment or charges, and (2) twenty-five percent (25%) of the special assessments for capital improvements, provided that the Lot has no Dwelling Unit constructed thereon. So long as Declarant pays such reduced assessment for Lots owned by Declarant, Declarant shall be responsible for any funding deficiency of the Wekiva Reserve Association as a result thereof for the year in which such reduced assessment is paid. Upon the first occupancy of the previously unoccupied Dwelling Unit owned by Declarant, whether or not ownership of that Lot is retained by Declarant, the full annual and special assessments shall immediately and permanently attach to the Lot from the date of such occupancy. 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 also 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.

Section 2. Purpose of Assessments. The assessments levied by the Wekiva Reserve Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Wekiva Reserve Property and annexations thereto and for the improvement and maintenance of the Limited Common Area.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to

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an Owner, the maximum annual assessment shall be _____
AND ____/100 DOLLARS (\$_____) per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Wekiva Reserve Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Wekiva Reserve 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 upon the Limited Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 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 or of proxies entitled to cast a majority of all the votes of each class of

membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 1 above, and may be collected on a monthly, quarterly, semi-annual or annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Limited Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the date of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which period shall begin on January 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. An invoice from the Wekiva Reserve Association shall constitute satisfactory written notice. The due dates shall be established by the Board of Directors of the Wekiva Reserve Association. The Wekiva Reserve Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Wekiva Reserve Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Wekiva Reserve Association as to the status of assessments on a Lot is binding upon the Wekiva Reserve Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Wekiva Reserve Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Wekiva Reserve Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Limited Common Area or abandonment of his Lot.

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Section 9. Subordination of the Lien to Mortgages. 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 became 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 V

WEKIVA RESERVE ASSOCIATION ARCHITECTURAL CONTROL

Section 1. Review by Wekiva Reserve Association Architectural Review Committee. No building, fence, wall, pool, landscaping or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made unless it is in compliance with the zoning code of Seminole County, Florida and other applicable regulations and unless and 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 external design and location in relation to surrounding structures and topography by the Wekiva Reserve Association Architectural Review Committee (Wekiva Reserve Association ARC).

Section 2. Procedure for Review. Any Owner needing the approval of the Wekiva Reserve Association ARC shall deliver an application or request for action to the Wekiva Reserve Association ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with a floor plan, elevation plan, landscaping plan, site clearing plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the Wekiva Reserve Association

ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument, and served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations for changes to gain approval. In the event the Wekiva Reserve Association ARC takes no action on the application or request within the thirty (30) day period, then the application or request shall be deemed to be accepted.

Section 3. Composition of Wekiva Reserve Association Architectural Review Committee. The Wekiva Reserve Association ARC shall have at least three (3) members who shall initially be appointed by the Declarant. The members appointed to the Wekiva Reserve Association ARC do not need to be Owners. So long as the Declarant maintains a controlling vote of the membership of the Wekiva Reserve Association under the terms of Article II of this Declaration, the Declarant shall be entitled to appoint all members of the Wekiva Reserve Association ARC and any successor members; provided, however, the Declarant shall at any time have the right to waive its right to appoint the members of the Wekiva Reserve Association ARC. The members of the Wekiva Reserve Association ARC shall be appointed for staggered three (3) year terms, provided, however, the initial members of the Wekiva Reserve Association ARC appointed by the Declarant shall serve so long as Declarant has the right to appoint all members of the Wekiva Reserve Association ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the Wekiva Reserve Association ARC, the Declarant shall promptly appoint a successor member of the Wekiva Reserve Association ARC who shall serve at the pleasure of the Declarant. After the end of the term during which the Declarant may appoint all the members of the Wekiva Reserve Association ARC, a majority of the Owners of Lots on the Wekiva Reserve Property shall have the right to appoint the members of the

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Wekiva Reserve Association ARC. The Owners shall so appoint the members of the Wekiva Reserve Association ARC by ballot after ten (10) days' written notice given by the then existing Wekiva Reserve Association ARC that the Owners have the right to appoint members. Failure by any Owner to vote on membership of the Wekiva Reserve Association ARC shall not in any way affect the validity of the appointment of a member of the Wekiva Reserve Association ARC. The first Wekiva Reserve Association ARC appointed by the Owners shall have three (3) members, one with term of one (1) year, one with a term of two (2) years and one with a term of three (3) years. Each year thereafter the Wekiva Reserve Association ARC shall provide a ten (10) day written notice to the Owners of Lots on the Wekiva Reserve Property of the need to elect a new Wekiva Reserve Association ARC member upon expiration of the term of a then existing Wekiva Reserve Association ARC member. No meeting shall be required for the initial appointment of members to the Wekiva Reserve Association ARC by the Owners or for any subsequent election and the person receiving the largest number of votes shall be elected to serve for a three (3) year term. The written notice from the Wekiva Reserve Association ARC to the Owners shall include a ballot and shall set forth a deadline for voting no sooner than fifteen (15) days from the date the notice is mailed to the Owners. There shall be only one (1) vote per Lot cast, regardless of the number of Owners of a particular Lot, and the Owners of a Lot shall designate among themselves who shall cast their vote. Failure to so select, or the casting of more than one (1) vote in a particular election for any given Lot, shall eliminate the right of the Owners of a given Lot to vote in that election. All votes cast by Owners shall be kept for a minimum of three (3) years and shall be available for inspection upon demand made by any Owner.

Section 4. Master Association ARC. All Lots in the Property shall comply with the rules of the Architectural Review Committee of the Master Association (hereinafter referred to as

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the "ARC") in accordance with the Original Declaration.

ARTICLE VI

EASEMENT RESERVED TO DECLARANT

Section 1. Easement over Limited Common Area. For so long as Declarant is the owner of a Lot in the Wekiva Reserve Property, the Declarant hereby reserves unto itself the right to grant an easement in perpetuity over, upon, under and across all Limited Common Areas shown on the recorded subdivision plat of the Wekiva Reserve Property together with the right to grant easements to others and such easement shall include, but shall not be limited to, the right to use the said Limited Common Area to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and retention and the right cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to provide for drainage and retention and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 2. Easement over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to reserve an easement to itself or to grant an easement to any other person or entity over each Lot owned by Declarant for purposes of ingress and egress, to include sidewalks, drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided, however, that Declarant shall not have the power to

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release any portion of a utility easement on a Lot without the consent of the utility company providing the utilities served by that utility easement.

Section 3. Easement for Encroachment. Should any portion of the Common Area or Limited Common Area or the improvements thereon encroach upon any Lot or Dwelling Unit thereon, or should any portion of any Lot or Dwelling Unit thereon encroach upon a portion of the Common Area or Limited Common Area or any other Lot, either above or below the ground, as the result of construction, reconstruction, repair, shifting, settlement movement of any portion of the Wekiva Reserve Property, or any building or structure thereon, then an easement for such encroachment and for maintenance of the same shall exist so long as the encroachment exists. Each of the Lots and Common Area and Limited Common Area shall also be subject to a perpetual easement for the runoff or drainage of water from any roof overhang, building or other structure on any Lot adjacent thereto.

Section 4. Establishment of Easements. All easements, as provided for in this Article, shall be established by one or more of the following methods, to wit:

(a) By a specific designation of an easement on the recorded plat of the Wekiva Reserve Property;

(b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;

(c) By a separate instrument referencing this Article VI, said instrument to be subsequently recorded by the Declarant;

(d) By virtue of the reservations of rights set forth in Sections 2 through 4 of this Article VI.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply

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uniformly to all Lots in the Wekiva Reserve Property, except as modified by the Supplemental Declarations for each subsequent phase of the Stockbridge Planned Unit Development.

Section 2. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot or Dwelling Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than the Dwelling Units designated for residential use. The foregoing shall not prohibit the Declarant from using Dwelling Units as models or offices.

Section 3. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, boat, barn or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the Wekiva Reserve Association ARC and the ARC for the Master Association for use during construction only; provided, however, that this prohibition shall not apply to shelters used by the contractor or Declarant during the construction of any Dwelling Unit.

Section 4. Parking Restrictions. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper or other similar vehicle shall be parked on the street, including right-of-way thereof, other than in any common area designated for parking, overnight or for a continuous period of time in excess of ten (10) consecutive hours.

Section 5. Storage Restrictions. No vehicle of any kind shall be permitted to be stored on any Lot. Furthermore, no automobile which contains lettering or advertising thereon or which is identified with a business or commercial activity, truck or other commercial vehicle, house trailer, recreational vehicle, mobile home, camper, boat, boat and trailer or other similar

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vehicle shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain in any common area designated for parking, paved or unpaved.

Section 6. Livestock and Animal Restrictions. No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot or in any Dwelling Unit; provided, however, that dogs, cats or other common domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of Owner's Lot except on a leash. No pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

Section 7. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot, driveway, Common Area or Limited Common Area shall be used for the purpose of vehicle repair or maintenance.

Section 8. Restrictions on Walls, Fences or Hedges. No wall, fence or hedge over six (6) feet tall as measured from existing ground level shall be erected, placed, altered, maintained or permitted to remain on any Lot unless and until the height, type or location thereof have been approved by the ARC of the Master Association in accordance with the Original Declaration and the Wekiva Reserve Association ARC. No fence of any kind shall be placed forward of the rear line of a building.

Section 9. Sewerage Restrictions. No septic tank, drain field, mobile home storage tank or other similar container shall be permitted to exist on any Lot, except, however, that a "gray water" system may be used if approved by appropriate governmental agencies.

Section 10. Insect and Fire Control. In order to implement

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effective insect, reptile and woods fire control, the Wekiva Reserve Association shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Wekiva Reserve Association detracts from the overall beauty, setting and safety of the Wekiva Reserve Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed trespass but shall be deemed a license coupled with interest. The Wekiva Reserve Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Wekiva Reserve Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Wekiva Reserve Association in exercising its rights under this Section shall constitute a special assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any assessment or special assessment.

Section 11. Signs. No commercial signs, or other signs, shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the Wekiva Reserve Association or except as may be required by legal proceedings, it being understood that the Wekiva Reserve Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed four (4) square feet. If permission is granted for any other signage, the Wekiva Reserve Association shall have the

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right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Wekiva Reserve Association. These restrictions shall not apply to restrict the Declarant or its agents from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit.

Section 12. Exterior Maintenance. The Wekiva Reserve Association shall have the right, but not the duty, to provide all exterior maintenance including repairs to walls and roofs and painting. Additionally, the Wekiva Reserve Association shall have the right, but not the duty, to perform landscaping and lawn maintenance for any areas not walled or fenced in for use as a patio or a yard. The Wekiva Reserve Association may exercise this right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Dwelling Unit to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Wekiva Reserve Association in performing repairs or maintenance under this Section shall be paid for by the Owner and if the Owner fails to pay, then the Wekiva Reserve Association shall have the right to impose a special assessment against said Owner and said Owner's Lot or Dwelling Unit to pay for the cost of repairs and replacements. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Wekiva Reserve Association. The Wekiva Reserve Association shall have the right to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Wekiva Reserve Association or its agent shall not be deemed a trespass.

Section 13. Party Walls.. All common or party walls shall be maintained by the Owners of those Dwelling Units adjoining a

party wall subject to the right, but not the obligation, of the Wekiva Reserve Association to maintain the same as hereinafter set forth. If an Owner, or his agents, guests, invitees or others whose presence is authorized by an Owner including an Owner's tenant damages a party or common wall, or causes damage to the person or property of an adjoining Owner or tenant as a result of damage to a party or common wall arising from the negligence or intentional acts of said Owner or tenant, then said Owner shall be liable and responsible for the damages to the party wall and for the damages to the person or property of an adjoining Owner or tenant in repairing the party wall and in the collection of all costs and damages, including reasonable attorneys' fees.

All costs of reconstructing a party wall, in the event such party wall is destroyed or damaged not as the result of the negligence or intentional acts of either adjoining Owner or their tenants, shall be borne equally by the Owners of the Dwelling Units adjoining such party wall. In the event one Owner bears the entire expense for reconstruction of a party wall under this Section, then in such event the Owner of the adjoining Dwelling Unit shall pay to the Owner who reconstructed the party wall one-half (1/2) of the expense incurred in that reconstruction. Either adjoining Owner and the Wekiva Reserve Association shall have the right to enter on the other adjoining Lot and into the adjoining Dwelling Unit, after notice: (1) for the purpose of reconstructing a party wall where a threat to life or property exists and nonconstruction or repair will perpetuate that threat; or (2) for the purpose of enhancing the aesthetic appearance of the party wall.

Either adjoining Owner shall have an equal right to use a party wall for the support of structural members of a Dwelling Unit to be constructed on either of the adjoining Lots for access to each Lot served thereby. This right shall be subject, however, to payment by the Owner seeking to tie into the party

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wall of any costs involved in tying into the party wall and payment of any damage occasioned therefrom.

Each party wall shall be subject to an easement of support for adjoining Dwelling Units subject to payment of costs as provided above and shall be subject to an easement for conduit, ducts, plumbing, wiring and other facilities for the furnishing of utility services to adjoining Dwelling Units.

Section 14. Interior Maintenance. Each individual Owner shall have the responsibility to maintain the interior of his respective Dwelling Unit. In the event the interior of a Dwelling Unit attached by a common wall to an adjoining Dwelling Unit is damaged in such fashion so as to create a health or safety hazard to the adjoining Dwelling Unit or to create a nuisance, and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the Wekiva Reserve Association shall have the right, but not the duty, to make reasonable repairs to the interior of such Dwelling Unit. Any and all costs incurred by the Wekiva Reserve Association in performing repairs or maintenance under this Section shall be paid for by the Owner and if the Owner fails to pay, then the Wekiva Reserve Association shall be entitled to make a special assessment against the Owner and said Owner's Lot or Dwelling Unit to pay for the costs of such repairs. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Wekiva Reserve Association.

Section 15. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Wekiva Reserve Association, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit or after reasonable notice to the Owner to enter any Dwelling Unit at reasonable hours on any day of the week.

Section 16. Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of eight inches (8") or more (measured four feet [4'] from ground level) may not be removed without prior approval of the ARC for the Master Association and the Wekiva Reserve Association ARC. All requests for approval of tree removal shall be submitted to said ARCs along with a plan showing generally the location of such tree(s). Notwithstanding the foregoing, the Seminole County Arbor Ordinance shall take precedence over this Section 16.

Section 17. Replacement of Trees. Anyone violating the provisions of Section 16 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the ARC of either the Master Association or the Wekiva Reserve Association. If the Owner fails or refuses to replace the trees as demanded, either of the ARCs shall cause suitable replacements to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the ARCs, their agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 16 and this Section 17.

Section 18. Insurance.

(a) The Wekiva Reserve Association shall keep (i) any buildings in the Limited Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof, and (ii) all personal property owned by the Wekiva Reserve Association insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Wekiva Reserve Association. Insurance proceeds for improvements in the Limited Common Area and any personal property owned by the Wekiva Reserve Association shall be

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payable to the Wekiva Reserve Association. In the event of any loss, damage or destruction, the Wekiva Reserve Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Limited Common Area. In the event the cost of such replacement, repair or rebuilding of improvements on the Limited Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners.

(b) The Wekiva Reserve Association shall procure and keep in force public liability insurance in the name of the Wekiva Reserve Association against any liability for personal injury or property damage resulting from any occurrence in or about the Limited Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in indemnity against the claim of one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

(c) Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Wekiva Reserve Association and made available for inspection by Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancellable by the insurer without first giving at least ten (10) days prior notice in writing to the Wekiva Reserve Association, and (ii) contain a waiver of subrogation by the insurer(s) against the Wekiva Reserve Association, Board and Owners.

(d) Anything contained herein to the contrary notwithstanding, the Wekiva Reserve Association shall maintain such insurance coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or the Federal National Mortgage

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Association ("FNMA") so long as VA, FHA or FNMA holds a mortgage on or owns any Lot.

Section 19. Rear Yard Improvements. Rear yard improvements including but not limited to, fences, awnings, screen porches and other screen enclosures, are permitted; provided, however, the construction of any rear yard improvements shall be subject to the prior approval of the Architectural Review Committee as set forth herein. In the event such rear yard improvements are constructed on the Wekiva Reserve Property, then the Owner of said rear yard improvements shall be responsible both for maintenance of the improvements and for all maintenance of the property aside the improvements, including, but not limited to, maintenance of any grass, shrubbery or bushes within said improvements.

The above-described requirement of approval by the Architectural Review Committee shall not preclude normal residential activity in the rear yards of the Wekiva Reserve Property, which normal residential activity is expressly permitted under this Declaration.

Section 20. Swimming Pools. Above-ground swimming pools, spas and other similar items shall be permitted in the rear of each Lot; provided, however, the installation of any swimming pools, spas, and other similar items shall be subject to the prior written approval of the Architectural Review Committee.

Section 21. Aerial Restrictions. No tower or transmitting or receiving aerial, or any aeriels or antennas whatsoever shall be placed or maintained upon any Lot or any building or structure. The installation of a satellite receiving dish is not permitted.

Section 22. Allowable Trim. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, except small exterior decorations such as address plates and name plates.

Section 23. Window Coverings. No reflective foil, or other

material or tinted glass shall be permitted on any windows except for tinted bronze glass and any such installation shall require approval of the Wekiva Reserve Association.

Section 24. Master Insurance Policy. The Association shall have the right, but not the duty, to maintain a master insurance policy on all Dwelling Units, as that term is defined in the Original Declaration, which insurance policy, if obtained, shall be paid for from assessments levied against the Owners by the Association. Said insurance policy shall be with an insurance company chosen by the Association and shall be in an amount sufficient to replace the entire structure or Dwelling Unit (not including interior furniture and contents), if such loss is caused by the perils named in the insurance policy. The Association shall be the named loss payee on said policy. Proceeds from the policy shall be paid into a special fund to be controlled by the Association, for the purpose of reconstructing Dwelling Units. The Association shall be entitled to a portion of said funds for reconstruction in the manner necessary.

Each Owner shall have an affirmative duty to obtain and keep in good standing an insurance policy insuring all interior furnishings and the contents of his Dwelling Unit, in an amount not less than the replacement value thereof. Each Owner shall deliver a copy of said insurance policy to the Association on the closing date on which said Owner obtains title to his Dwelling Unit and shall deliver evidence of the continued good standing of said policy annually thereafter.

Section 25. Construction and Repairs. In the event the Owner of any Lot does any construction, repairs or other similar activities on his Lot, then that Owner shall be responsible for all damage to other Lots, Common Areas and Limited Common Area, that is caused by the activities on or around the Owner's Lot. Furthermore, the Owner shall be required to restore the other Lots, Common Areas and Limited Common Area to a condition as close to the original condition as is practicable, including but

not limited to repairing any buildings, structures and drainage facilities which are damaged, and planting sod, shrubs, trees and bushes.

ARTICLE VIII

COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Limited Common Area and the improvements made thereto, and that it is in the interests of all of the Owners that the right to the use and enjoyment of the Limited Common Area be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Limited Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Limited Common Area. In addition there shall exist no right to transfer the right to the use and enjoyment of the Limited Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Limited Common Area appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Declarant or the Wekiva Reserve Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Wekiva Reserve 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 Wekiva Reserve Association, the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no

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event be deemed a waiver of the right to do so thereafter. If the Wekiva Reserve Association shall seek to enforce the provisions of this Declaration, then said party shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise 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 during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property and Limited Common Area, other than that described in subparagraph (b) below, may be annexed to the Wekiva Reserve Property with the consent of two-thirds (2/3) of each class of members;

(b) Additional land within the area described on Exhibit "B" attached hereto, may be annexed by the Declarant for certain specific purposes without the consent of members so long as Declarant is a Class B Member of the Wekiva Reserve Association, provided the Federal Housing Administration (FHA) and the Veteran's Administration (VA) consent to such annexation. Upon annexation of said additional land, the owners of lots within land so annexed for all intents and purposes shall be deemed to be members of the Wekiva Reserve Association in accordance with the

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provisions of this Declaration, but only for the purposes set forth in the Supplemental Declaration provided for below. The Owners of the Lots shall be subject to the Wekiva Reserve Association's rules, regulations and bylaws in the same manner and with the same effect as the original Lot Owners, insofar as those rules, regulations and bylaws apply to the specific purposes for which the additional land was annexed. When additional land is annexed, the Declarant shall file a Supplemental Declaration among the Public Records of Seminole County, Florida, which Supplemental Declaration shall reference this Declaration and shall contain a legal description of the land annexed and shall set forth the purpose for the annexation and such special provisions and restrictions which apply only to the area being annexed. Such Supplemental Declaration may provide for a special assessment to be charged to the Owners of Dwelling Units in the additional lands being annexed which special assessment shall relate only to those particular Limited Common Areas which the Owners of Dwelling Units in the additional land being annexed are entitled to use. Notwithstanding any other provision of this Declaration to the contrary, the Supplemental Declaration adding such annexed lands shall not be required to be executed by any existing Owners, other than Declarant.

Section 5. Right of The Wekiva Reserve Association to Merge. The Wekiva Reserve Association retains the right to merge with any other homeowners association provided such homeowners association is for an FHA or VA approved subdivision and provided FHA approves such merger. This right shall be exercised by recordation of an Amendment to this Declaration recorded among the Public Records of Seminole County, which Amendment shall set forth a legal description of the property to which this Declaration, as amended, shall apply. The Amendment shall further have attached to it a resolution of the Wekiva Reserve

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Association and the homeowners association with which a merger is to take place, and such resolution shall be certified by the Corporate Secretary thereof and shall state:

(a) That a meeting of the homeowners association was held in accordance with its bylaws;

(b) That a two-thirds (2/3) vote of all classes of members approved the merger.

The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 6. FHA/VA Approval. As long as there is a Class member, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties not covered by Article IX, dedication of Limited Common Area, merger as provided in Section 5 of this Article IX, and amendment of this Second Supplemental Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, FLORIDA RESIDENTIAL COMMUNITIES, INC., has caused its seal to be hereunto affixed and these presents to be signed by its Vice President, thereunto duly authorized, this 12 day of August, 1985.

Signed, sealed and delivered in the presence of:

FLORIDA RESIDENTIAL
COMMUNITIES, INC.

By: Howard B. Lefkowitz
Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 12 day of August, 1985, before me personally appeared Howard B. Lefkowitz, Vice President of FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes

THIS INSTRUMENT PREPARED BY

NAME Charles J. Herodity
ADDRESS 215 N. 1st St.

Orlando, FL 32802

28

OFFICIAL RECORDS
BOOK PAGE

1676 1706

SEMINOLE CO. FL.

Handwritten notes:
P.L. Residential
Communities
Attn: Mr. Lefkowitz
P.O. Box 101
Orlando, FL 32802

1676 1708
 SEMINOLE CO., FL.
 OFFICIAL RECORDS
 BOOK PAGE

OR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED N00°04'38"E, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN THENCE S00°04'38"W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE S89°20'33"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 233.00 FEET FOR POINT OF BEGINNING; THENCE CONTINUE S89°20'33"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 974.08 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE S00°12'13"W, ALONG SAID EAST LINE, A DISTANCE OF 295.00 FEET; THENCE N89°47'47"W, A DISTANCE OF 215.00 FEET; THENCE S70°12'13"W, A DISTANCE OF 222.00 FEET; THENCE N81°00'00"W, A DISTANCE OF 65.92 FEET; THENCE S09°00'00"W, A DISTANCE OF 105.30 FEET; THENCE S39°04'11"W, A DISTANCE OF 179.86 FEET; THENCE N62°26'39"W, A DISTANCE OF 30.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF 52°27'51", RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 84.24 FEET TO A POINT OF ANGENCY; THENCE N09°58'48"W, A DISTANCE OF 46.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 205.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF 39°13'40", RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 140.35 FEET; THENCE DEPARTING SAID CURVE, RUN N60°45'08"W, A DISTANCE OF 40.00 FEET; THENCE N86°40'05"W, A DISTANCE OF 268.46 FEET; THENCE N00°04'38"E, PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 322.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.274 ACRES MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION

For a point of reference, commence at the Northwest corner of Section 7, Township 21 South, Range 29 East, Seminole County, Florida, said point being a 4-inch square concrete monument situated N00°04'38"E, 20.38 feet from a 6-inch square concrete monument located at the Northeast corner of Section 12, Township 21 South, Range 28 East, Orange County, Florida; from said point of reference run thence S00°04'38"W, along the West line of the Northwest 1/4 of said Section 7, a distance of 1350.14 feet; thence run S89°20'33"E, along the South right-of-way line of Sand Lake Road, a distance of 233.00 feet for a POINT OF BEGINNING; thence continue S89°20'33"E, along the South right-of-way line of Sand Lake Road, a distance of 974.08 feet to a point on the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 7; thence S00°12'13"W, along said East line, a distance of 1055.31 feet; thence N88°46'32"W, a distance of 1171.93 feet to a point on the East right-of-way line of County Line Road; thence N00°04'38"E, along said East right-of-way line, a distance of 261.5 feet; thence S89°29'42"E, a distance of 200.00 feet; thence N00°04'38"E, a distance of 781.68 feet to the POINT OF BEGINNING.

Containing 24.669 acres more or less.

SVB/neh
FR14-5.1
08/15/85
Revised 08/16/85
#0841f

OFFICIAL RECORDS
BOOK PAGE
1676 1709
SEMINOLE CO., FL.

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ANNEXING CERTAIN REAL PROPERTY INTO
STOCKBRIDGE PLANNED UNIT DEVELOPMENT, STOCKBRIDGE MASTER
HOMEOWNERS' ASSOCIATION, INC. FOR
WEKIVA RESERVE, SEMINOLE COUNTY, FLORIDA

1681 1739

SEMINOLE CO. FL.

This SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ANNEXING CERTAIN REAL PROPERTY INTO STOCKBRIDGE PLANNED UNIT DEVELOPMENT,
STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC. FOR WEKIVA RESERVE, SEMINOLE
COUNTY, FLORIDA (hereinafter referred to as the "Declaration"), made on the
date hereinafter set forth by FLORIDA RESIDENTIAL COMMUNITIES, INC., a
Florida corporation, with the principal mailing address of 101 Wymore Road,
Suite 400, Altamonte Springs, Seminole County, Florida 32714 (hereinafter
referred to as "Declarant.")

W I T N E S S E T H:

WHEREAS, Declarant has developed certain real property (hereinafter
referred to as the "Property"), located in Seminole County, Florida, which
is more particularly described in Exhibit "A" attached hereto, as the initial
phase of the planned unit development known as Stockbridge Planned Unit
Development; and

WHEREAS, Declarant established certain covenants and restrictions on
the Property by virtue of that certain Master Declaration of Covenants,
Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole
County, Florida (hereinafter referred to as the "Master Declaration") dated
December 29, 1983 and recorded on January 3, 1984 in the Official Records
Book 1514, Page 1843, Public Records of Seminole County, Florida; and

WHEREAS, Declarant established certain other covenants and restrictions
on the Property by virtue of that certain First Supplemental Declaration of
Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development,
Unit One, Seminole County, Florida (hereinafter referred to as the "Unit One
Declaration"), dated January 10, 1984 and recorded on January 13, 1984 in
the Official Records Book 1517, Page 0256, Public Records of Seminole County,
Florida; and

WHEREAS, Declarant established certain other covenants and restrictions
on the Property by virtue of that certain Supplemental Declaration of Covenants,
Conditions and Restrictions Annexing Certain Real Property into Stockbridge
Planned Unit Development, Stockbridge Master Homeowners' Association, Inc.,

THIS INSTRUMENT PREPARED BY:

NAME Shawn L. Allen
AD. 101 Wymore Rd. Suite 400
Alt. Springs FL 32714

242408
NOTED
JAN 16 PM 1:16
RECORDED

Attest: Residental Comm.

and Villas of Stockbridge Homeowners' Association, Inc., for Stockbridge
Planned Unit Development, Unit Two, Seminole County, Florida (hereinafter
referred to as the "Unit Two Declaration"), dated April 17, 1984 and
recorded on April 24, 1984 in the Official Records Book 1541, Page 0093,
Public Records of Seminole County, Florida, for purposes of development; and

WHEREAS, Article IX, Section 4(b) of the Master Declaration provides
that land within the area described in Exhibit "B" attached to the Master
Declaration may be annexed by the Declarant without consent of the members
of Stockbridge Master Homeowners' Association, Inc., so long as Declarant
is a Class B Member thereof, and provided the Federal Housing Administration
and the Veteran's Administration consent to such annexation; and

WHEREAS, Article IX, Section 4(b) of the Master Declaration provides
that when additional land is annexed, Declarant shall file a Supplemental
Declaration among the Public Records of Seminole County, Florida, which
Supplemental Declaration shall reference the Master Declaration and which
need not be executed by any existing Owners (as the term "owners" is
defined in the Master Declaration) other than Declarant; and

WHEREAS, Declarant is the sole record owner in fee simple of certain
real property (hereinafter referred to as the "Annexed Property") located
in Seminole County, Florida, which is more particularly described in
Exhibit "B" attached hereto, and which land is within the area described
in Exhibit "B" attached to the Master Declaration; and

WHEREAS, Declarant intends to develop the Annexed Property into an
additional unit of Stockbridge Planned Unit Development, to be subject to
the terms and provisions of the Master Declaration, as well as the
Declaration of Covenants, Conditions and Restrictions for Mekiva Reserve,
Unit One, dated August 8, 1985 and recorded in the Official Records
Book 32, Page 66, Public Records of Seminole County, Florida; and,

WHEREAS, Declarant is a Class B Member of both the Stockbridge
Master Homeowners' Association, Inc. and the Mekiva Reserve Homeowners'
Association, Inc.

NOW, THEREFORE, Declarant declares as follows:

A. That the Annexed Property shall be and become an additional
Unit of Stockbridge Planned Unit Development, along with Unit One and
Unit Two thereof, and shall be referred to as Mekiva Reserve, Seminole
County, Florida.

B. The Annexed Property and all owners thereof shall be subject to the terms of the Master Declaration and Wekiva Reserve Declaration of Covenants, Conditions and Restrictions.

C. That the Owners of any Lots (as the terms "Owners" and "Lots" are defined in the Master Declaration) in the Annexed Property shall, for all intents and purposes, be deemed to be members of the Stockbridge Master Homeowners' Association, Inc., in accordance with the terms and provisions of the Master Declaration and the Wekiva Reserve Declaration of Covenants, Conditions and Restrictions.

D. That in accordance with the terms and provisions of the Master Declaration and the Wekiva Reserve Declaration, Declarant shall record among the Public Records of Seminole County, Florida, a Supplemental Declaration for the Annexed Property, which shall reference this Declaration, and shall set forth such special provisions and restrictions which apply only to the Annexed Property, and which may set forth any other matters not disallowed by the Master Declaration.

IN WITNESS WHEREOF, FLORIDA RESIDENTIAL COMMUNITIES, INC., has caused its seal to be hereunto affixed and these presents to be signed by its Vice President, thereunto duly authorized this 12 day of August, 1985.

Signed, sealed and delivered
in the presence of:

Cynthia Nolder
Shawn Allen

By Howard B. Lefkowitz
FLORIDA RESIDENTIAL COMMUNITIES, INC.
Vice President

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I hereby certify that on this 12 day of August, 1985, before me personally appeared Howard B. Lefkowitz, Vice President of FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said corporation.



Witness my hand and official seal in the County and State first written above.

Cynthia Nolder
Notary Public
My Commission Expires: Jan 20, 1987
Notary Public, State of Florida
My Commission Expires: Jan 20, 1987
Florida Notary Public Seal

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED N00 04'38"E, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, FROM SAID POINT OF REFERENCE RUN THENCE S00 04'38"W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET, THENCE RUN S89 20'33"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 1207.08 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7, THENCE S00 12'13"W, ALONG SAID EAST LINE, A DISTANCE OF 1199.32 FEET FOR A POINT OF BEGINNING, THENCE CONTINUE S00 12'13"W, ALONG SAID EAST LINE, A DISTANCE OF 121.04 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF FOXWOOD PHASE 3, 1ST ADDITION AS RECORDED IN PLAT BOOK 23, PAGE 35, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE RUN S89 46'32"E, ALONG SAID SOUTHERLY LINE AND ITS WESTERLY EXTENSION, A DISTANCE OF 1239.60 FEET, THENCE S00 29'34"W, A DISTANCE OF 71.12 FEET TO A POINT ON THE NORTHWESTERLY LINE OF A 100.00 FOOT FLORIDA POWER CORPORATION EASEMENT, AS RECORDED IN DEED BOOK 70 PAGES 458 - 459, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE RUN S44 47'22"W, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 1259.14 FEET TO A POINT SITUATED 120.00 FEET NORTHEASTERLY BY RIGHT ANGLE MEASUREMENT FROM THE NORTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN O.R. BOOK 812 PAGES 227 - 229, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF FLORIDA POWER CORPORATION PIEDMONT SUBSTATION AS RECORDED IN O.R. BOOK 1452, PAGES 253-254, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE N45 13'45"W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 214.34 FEET TO A POINT ON THE BOUNDARY OF STOCKBRIDGE UNIT ONE, AS RECORDED IN PLAT BOOK 28, PAGES 79-80, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE RUN ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID STOCKBRIDGE UNIT ONE FOR THE FOLLOWING COURSES AND DISTANCES, THENCE N40 39'29"E, A DISTANCE OF 58.74 FEET, THENCE N30 50'21"W, A DISTANCE OF 50.00 FEET, THENCE N20 29'33"E, A DISTANCE OF 94.80 FEET, THENCE N45 12'38"W, A DISTANCE OF 46.38 FEET, THENCE N44 47'22"E, A DISTANCE OF 248.44 FEET, THENCE N45 12'38"W, A DISTANCE OF 240.63 FEET, THENCE S44 47'22"W, A DISTANCE OF 155.11 FEET, THENCE N25 51'27"W, A DISTANCE OF 65.41 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 11 24'22" AND A RADIUS OF 145.00 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 83 26'08" AND A RADIUS OF 25.00 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.41 FEET, THENCE N43 49 41"W, A DISTANCE OF 40.90 FEET, THENCE S46 10'19"W, A DISTANCE OF 10.72 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF 77 25'11" AND A RADIUS OF 25.00 FEET, THENCE RUN WESTERLY ALONG SAID CURVE, A DISTANCE OF 32.78 FEET TO THE POINT OF TANGENCY, THENCE N56 24'31"W, A DISTANCE OF 120.58 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 27 18'51" AND A RADIUS OF 160.00 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 76.28 FEET, THENCE S60 54'21"W, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 200.00 FEET, THENCE CONTINUING ALONG SAID BOUNDARY AND DEPARTING FROM SAID BOUNDARY, FROM A TANGENT BEARING OF N29 05'39"W, THROUGH A CENTRAL ANGLE OF 29 17'52", RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.27 FEET TO THE POINT OF TANGENCY, THENCE N00 12'13"E, A DISTANCE OF 176.10 FEET, THENCE S89 47'47"E, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING, CONTAINING 15.566 ACRES MORE OR LESS

1681 1743

SEMINOLE CO. FL.

EXHIBIT "B"

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED N00°04'38"E, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 26 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN THENCE S00°04'38"W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE S89°20'33"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 233.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S89°20'33"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 974.08 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE S00°12'13"W, ALONG SAID EAST LINE, A DISTANCE OF 295.00 FEET; THENCE N89°47'47"W, A DISTANCE OF 215.00 FEET; THENCE S70°12'13"W, A DISTANCE OF 222.00 FEET; THENCE N81°00'00"W, A DISTANCE OF 65.92 FEET; THENCE S09°00'00"W, A DISTANCE OF 105.30 FEET; THENCE S39°04'11"W, A DISTANCE OF 179.86 FEET; THENCE N62°26'39"W, A DISTANCE OF 20.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 92.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF 52°27'51", RUN NORTH WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 84.24 FEET TO A POINT OF TANGENCY; THENCE N09°58'48"W, A DISTANCE OF 46.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 205.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF 39°13'40", RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 140.35 FEET; THENCE DEPARTING SAID CURVE, RUN N60°45'08"W A DISTANCE OF 40.00 FEET; THENCE N86°40'05"W, A DISTANCE OF 268.46 FEET; THENCE N00°04'38"E, PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 322.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.274 ACRES MORE OF LESS.

Documentary Tax Pd. \$ 50.00

\$ Intangible Tax Pd.

David N. Berrien, Clerk Seminole-

QUIT-CLAIM DEED
CRONY CORPORATION

D.C.

RAMCO FORM 42

OFFICIAL RECORDS
BOOK

PAGE

1697

1209

SEMINOLE CO. FL.

This Quit-Claim Deed, Executed this _____ day of December, A. D. 1985, by
FLORIDA RESIDENTIAL COMMUNITIES, INC.

a corporation existing under the laws of the State of Florida, and having its principal place of business at 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32714
first party, to STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.

whose postoffice address is 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32714

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of SEMINOLE State of FLORIDA, to wit:

TRACT A and the following described part of TRACT B, on the Plat of Wekiva Reserve Unit One, as recorded in Plat Book 32, at Pages 66 and 67, of the Public Records of Seminole County, Florida:

Begin at the Southeast corner of Wekiva Reserve Unit One, as recorded in Plat Book 32, at Pages 66 and 67, of the Public Records of Seminole County, Florida; run North 89 degrees 47' 47" West, a distance of 100.67; thence run North 00 degrees 39' 27" East, a distance of 275.79 feet; thence run South 89 degrees 20' 33" East, a distance of 98.49 feet to the East line of the SW 1/4 of the NW 1/4 of Section 7, Township 21 South, Range 29 East; thence run South 00 degrees 12' 13" West along said East line, a distance of 275.00 feet to the Point of Beginning.

RECEIVED

DEC 23 1985

DAVID N. BERRIEN
Clerk of Courts Seminole Co. FL

By: AB

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever, of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

FLORIDA RESIDENTIAL COMMUNITIES, INC.

ATTEST: HOWARD B. LEFKOWITZ, Secretary

Signed, sealed and delivered in the presence of:

By: BURTON A. BINES, President

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, the said first party personally appeared

well known to me to be the President and V. President/Secretary respectively of the corporation named as first party in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of December, A. D. 1985

This Instrument prepared by: Shawn L. Allen

Address 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32714

Notary Public, State of Florida at Large
My Commission Expires Feb. 15, 1987

Stockbridge Master Homeowners
101 Wymore RD Suite 400
Alt. Spgs. FL 32714

1716 0624

QUIT-CLAIM DEED
FROM CORPORATION

RAMCO FORM 42

SEMINOLE CO. FL.

This Quit-Claim Deed, Executed this 2nd day of March, A. D. 1986, by

STOCKBRIDGE, LTD., A Florida Limited Partnership,

~~corporation existing under the laws of~~

, and having its principal place of

business at 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32714

first party, to STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.

whose postoffice address is 101 Wymore Road, Suite 400, Altamonte Springs, FL 32714

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Seminole State of Florida, to wit:

Tracts A and D on the Plat of Stockbridge Unit Two as recorded in Plat Book 29, Pages 86-89, Public Records of Seminole County, Florida.

RECEIVED

363
MAR 10 1986

DAVID N. BERRIEN
Clerk of Courts Seminole Co., FL
By: ls

3634
33
34
005 3574 3/10/86

5.00 RD
5.50 RD
5.50 FL

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

STOCKBRIDGE LTD.
By: Florida Residential Communities, Inc.
Managing Partner

Howard B. Lefkowitz, V.P. & Secretary
Signed, sealed and delivered in the presence of:

Elizabeth J. Lyter
Kathleen M. DeHaven

By: Burton A. Bines President

STATE OF Florida
COUNTY OF Seminole

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Burton A. Bines and Howard B. Lefkowitz

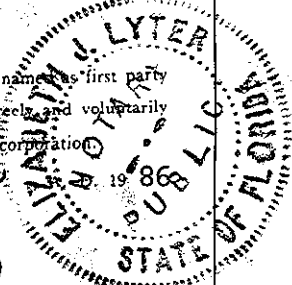
well known to me to be the President and V.P. & Secretary respectively of the corporation named as first party in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of March, 1986.

Elizabeth J. Lyter
Notary Public
My Commission Expires:
Notary Public State of Florida at Large
My Commission expires April 2, 1989

This Instrument prepared by: E. Lyter,
ERC, Inc., 101 Wymore Rd., Suite 400
Altamonte Springs, FL 32714

275286



Intangible Tax Pd.
David N. Berrien, Clerk Seminole

Documentary Tax Pd. \$ 2.00

1745

1274

SEMINOLE CO. FL.

This Quit-Claim Deed, Executed this 20th day of June, A. D. 1986, by
WEKIVA RESERVE, LTD., A Florida Limited Partnership

first party, to STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., A
Florida non-profit corporation

whose postoffice address is

101 Wymore Road, Suite 400, Altamonte Springs, FL 32714
second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Seminole State of Florida, to-wit:

Tract A, WEKIVA RESERVE, UNIT TWO, according to the plat thereof as recorded in Plat Book 34, Pages 33, 34 and 34A, Public Records of Seminole County, Florida

RECEIVED

JUN 23 1986

DAVID N. BERRIEN
Clerk of Seminole Co. FL
By: 2x

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

WEKIVA RESERVE, LTD.
By: FLORIDA RESIDENTIAL
COMMUNITIES, INC.
Its General Partner

By: Burton A. Bines
President

STATE OF FLORIDA,
COUNTY OF Seminole

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Burton A. Bines, as President of Florida Residential Communities, Inc., General Partner of Wekiva Reserve Ltd., a Florida limited partnership to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same, in the aforesaid capacity.

WITNESS my hand and official seal in the County and State last aforesaid this

June A. D. 19 86

Elizabeth J. Lyter
Notary Public
My Commission Expires

Notary Public State of Florida at Large
My Commission expires April 2, 1989

This Instrument prepared by: E. Lyter
ERC, Inc. 101 Wymore Rd., Suite 400
Alt., Spgs., FL 32714

RECORDED & VERIFIED

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

1986 JUN 24 PM 12:18

302823

Documentary Tax Pd. \$ 50¢

Intangible Tax Pd.

David N. Berrien, Clerk Seminole

County By: DA 2x

Revised to

RECEIVED

NOV 19 1986

DAVID N. BERRIEN
Clerk of Courts Seminole Co. FL
By: AB

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS ANNEXING STOCKBRIDGE UNIT THREE
INTO STOCKBRIDGE PLANNED UNIT DEVELOPMENT,
STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.,
AND VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.

SEMINOLE CO. FL.

1791 1053

OFFICIAL RECORDS
BOOK PAGE

THIS SUPPLEMENTAL DECLARATION, made and executed this
18th day of November, 1986, by STOCKBRIDGE, LTD.,
A Florida Limited Partnership (hereinafter referred to as
"Declarant"), as successor in interest to FLORIDA RESIDENTIAL
COMMUNITIES, INC., a Florida Corporation (hereinafter referred
to as "FRC"), whose principal mailing address is 101 Wymore Road,
Suite 400, Altamonte Springs, Florida 32714;

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee simple of certain
real property located in Seminole County, Florida, more particularly
described as follows, to-wit:

STOCKBRIDGE UNIT THREE, according to the Plat
thereof recorded in Plat Book 35, Pages 96 & 97
of the Public Records of Seminole County, Florida.

(hereinafter referred to as "Stockbridge Unit Three"); and

WHEREAS, FRC executed that certain Master Declaration of
Covenants, Conditions and Restrictions for Stockbridge Planned
Unit Development, Seminole County, Florida dated December 29,
1983 and recorded on January 4, 1984 in Official Records Book
1514, Page 1843 of the Public Records of Seminole County, Florida
(Hereinafter referred to as the "Master Declaration"), encumbering
certain real property more particularly described therein; and

WHEREAS, Frc also executed that certain ~~First~~ Supplemental
Declaration of Covenants, Conditions and Restrictions for Villas
of Stockbridge, Stockbridge Planned Unit Development, Unit One,
Seminole County, Florida dated January 10, 1984 and recorded on
January 13, 1984, in Official Records Book 1517, Page 0256 of the
Public Records of Seminole County, Florida (hereinafter referred
to as the "Villas of Stockbridge Declaration"), encumbering certain
real property which has been platted of record and is now more
particularly described as follows, to-wit:

Prepared By: E. Lyter, FRC, Inc.
101 Wymore Rd., Suite 400,
Alt. Spgs., FL 32714

Please return to: E. Scuderi
Florida Residential Communities, Inc.
101 Wymore Rd., Suite 400
Altamonte Springs, FL 32714

CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

346886

1986 NOV 20 PM 2:02

RECORDED & VERIFIED

STOCKBRIDGE UNIT ONE, according to the Plat thereof as recorded in Plat Book 28, Page 79 of the Public Records of Seminole County, Florida

(hereinafter referred to as "Villas of Stockbridge Unit One"), and

WHEREAS, Article IX, Section 4(b) of the Master Declaration and Article IX, Section 4(b) of the Villas of Stockbridge Declaration provide that additional real property within the area described on Exhibit "B" attached to the Master Declaration and Exhibit "B" attached to the Villas of Stockbridge Declaration, respectively, may be annexed by FRC, or its successors and assigns, without the consent of the members of Stockbridge Master Homeowners' Association, Inc. or the members of Villas of Stockbridge Homeowners Association, Inc., so long as FRC, or its successors and assigns is a Class B member thereof; and

WHEREAS, the Master Declaration and the Villas of Stockbridge Declaration both provide that when such additional real property is annexed, FRC, or its successors and assigns, shall record a Supplemental Declaration among the Public Records of Seminole County, Florida to that effect, which Supplemental Declaration need not be executed by any existing Owners, as defined in the Master Declaration, other than FRC or its successors and assigns; and

WHEREAS, Declarant is the successor in interest to FRC and is the sole record owner in fee simple of Stockbridge Unit Three, which is within the area described on Exhibit "B" attached to the Master Declaration and Exhibit "B" attached to the Villas of Stockbridge Declaration; and

WHEREAS, FRC and Declarant are Class B Members of Stockbridge Master Homeowners' Association, Inc. and Villas of Stockbridge Homeowners' Association, Inc.; and

WHEREAS, Declarant desires by the execution hereof to develop Stockbridge Unit Three as an additional unit of Stockbridge Planned Unit Development and subject Stockbridge Unit Three to the terms and provisions of the Master Declaration and the Villas of Stockbridge Declaration;

NOW, THEREFORE, for and in consideration of the premises hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby states and declares as follows:

1. That Stockbridge Unit Three shall be and is hereby made an additional unit of Stockbridge Planned Unit Development.

2. That Stockbridge Unit Three and all owners and future owners thereof shall be subject to the terms and provisions of the Master Declaration and the Villas of Stockbridge Declaration.

3. That the Owners of any Lots, as those terms are defined in the Master Declaration, in Stockbridge Unit Three shall be deemed to be members of Stockbridge Master Homeowners' Association, Inc. in accordance with the terms and provisions of the Master Declaration, and members of Villas of Stockbridge Homeowners' Association, Inc. in accordance with the terms and provisions of the Villas of Stockbridge Declaration.

4. That Tract B located within Stockbridge Unit Three, together with all improvements thereon, shall be and is hereby made a part of the Limited Common Areas, as defined in the Master Declaration, for the common use and enjoyment of the Owners of Lots in Stockbridge Unit One, Stockbridge Unit Two, Stockbridge Unit Three, and any additional real property which may be encumbered by the Villas of Stockbridge Declaration.

5. That Tract A located within Stockbridge Unit Three, and all improvements thereon, shall be and is hereby made a part of the Common Areas, as defined in the Master Declaration, for the common use and enjoyment of the Owners of Lots encumbered by the Master Declaration.

6. That the Declarant, by its execution hereof, hereby declares and creates a five foot wide perpetual easement for ingress, egress and maintenance along that side lot line of each lot encumbered

1791 1055
BOOK OFFICIAL RECORDS
PAGE

SEMINOLE CO. FL.

hereby (the "Burdened Lot") which is contiguous to any adjoining lot (the "Benefited Lot") on which a dwelling unit is constructed which has an exterior wall located on or within five feet of the lot line between the Burdened Lot and the Benefited Lot, such easement being established for the purpose of ingress and egress to, and maintenance of, the exterior of the dwelling unit located on the Benefited Lot.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

STOCKBRIDGE, LTD.,
a Florida limited partnership

Elizabeth J. Lytle

Glenn Scuderi

By: Florida Residential
Communities, Inc., a Florida
corporation, as general
partner

By: Burton A. Bines
President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 18th
day of November, 1986, by Burton A. Bines, President
of FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation,
as general partner of STOCKBRIDGE, LTD., a Florida limited partnership,
on behalf of the limited partnership.

Glenn Scuderi
Notary Public
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 1987
BONDED THRU GENERAL INSURANCE UND

421900

1987 JUL 21 PM 1:38

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS ANNEXING WEKIVA RESERVE, UNIT THREE
INTO STOCKBRIDGE PLANNED UNIT DEVELOPMENT,
STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.
AND WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC.

SEMINOLE CO. FL.

1870 0346

OFFICIAL RECORDS
BOOK PAGE

THIS SUPPLEMENTAL DECLARATION, made and executed this 2nd day of March, 1987 by WEKIVA RESERVE, LTD., a Florida limited partnership (hereinafter referred to as "Declarant"), as successor in interest to FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation (hereinafter referred to as "FRC"), whose principal mailing address is 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32714;

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee simple of certain real property located in Seminole County, Florida, more particularly described as follows, to-wit:

WEKIVA RESERVE, UNIT THREE, according to the Plat thereof recorded in Plat Book 37, Pages 88 & 89 of the Public Records of Seminole County, Florida.

(hereinafter referred to as "Wekiva Reserve Unit Three"); and

WHEREAS, FRC executed that certain Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida dated December 29, 1983 and recorded on January 4, 1984 in Official Records Book 1514, Page 1843 of the Public Records of Seminole County, Florida (hereinafter referred to as the "Master Declaration"), encumbering certain real property more particularly described therein; and

WHEREAS, FRC also executed that certain Wekiva Reserve, Unit One, Second Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida dated August 12, 1985 and recorded on October 7, 1985 in Official Records Book 1676, Page 1679 of the Public Records of Seminole County, Florida

Prepared by and return to:
E. Scuderi, FRC, Inc.
101 Wymore Road, Suite 400
Altamonte Springs, FL 32714

(hereinafter referred to as the "Wekiva Reserve Declaration"), encumbering certain real property which has been platted of record and is now more particularly described as follows, to-wit:

WEKIVA RESERVE, UNIT ONE, according to the Plat thereof as recorded in Plat Book 32, Page 66 of the Public Records of Seminole County, Florida

(hereinafter referred to as "Wekiva Reserve Unit One"); and

WHEREAS, Article IX, Section 4(b) of the Master Declaration and Article IX, Section 4(b) of the Wekiva Reserve Declaration provide that additional real property within the area described on Exhibit "B" attached to the Master Declaration and Exhibit "B" attached to the Wekiva Reserve Declaration, respectively, may be annexed by FRC, or its successors and assigns, without the consent of the members of Stockbridge Master Homeowners' Association, Inc. or the members of Wekiva Reserve Homeowners' Association, Inc., so long as FRC, or its successors and assigns, is a Class B member thereof; and

WHEREAS, the Master Declaration and the Wekiva Reserve Declaration both provide that when such additional real property is annexed, FRC, or its successors and assigns, shall record a Supplemental Declaration among the Public Records of Seminole County, Florida to that effect, which Supplemental Declaration need not be executed by any existing Owners, as defined in the Master Declaration, other than FRC or its successors and assigns; and

WHEREAS, Declarant is the successor in interest to FRC and is the sole record owner in fee simple of Wekiva Reserve Unit Three, which is within the area described on Exhibit "B" attached to the Master Declaration and Exhibit "B" attached to the Wekiva Reserve Declaration; and

WHEREAS, FRC and Declarant are Class B members of Stockbridge Master Homeowners' Association, Inc. and Wekiva Reserve Homeowners' Association, Inc.; and

WHEREAS, Declarant desires by the execution hereof to develop Wekiva Reserve Unit Three as an additional unit of Stockbridge Planned Unit Development and subject Wekiva Reserve Unit Three to the terms and provisions of the Master Declaration and the Wekiva Reserve Declaration;

NOW THEREFORE, for and in consideration of the premises hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby states and declares as follows:

1. That Wekiva Reserve Unit Three shall be and is hereby made an additional unit of Stockbridge Planned Unit Development.
2. That Wekiva Reserve Unit Three and all owners and future owners thereof shall be subject to the terms and provisions of the Master Declaration and the Wekiva Reserve Declaration.
3. That the Owners of any Lots, as those terms are defined in the Master Declaration, in Wekiva Reserve Unit Three shall be deemed to be members of Stockbridge Master Homeowners' Association, Inc. in accordance with the terms and provisions of the Master Declaration, and members of Wekiva Reserve Homeowners' Association, Inc. in accordance with the terms and provisions of the Wekiva Reserve Declaration.
4. That Tracts B, C, and D located within Wekiva Reserve Unit Three, together with all improvements thereon, shall be and is hereby made a part of the Limited Common Areas, as defined in the Master Declaration, for the common use and enjoyment of the Owners of Lots in Wekiva Reserve Unit One, Wekiva Reserve Unit Two, Wekiva Reserve Unit Three, and any additional real property which may be encumbered by the Wekiva Reserve Declaration.
5. That Tract A located within Wekiva Reserve Unit Three, and all improvements thereon, shall be and is hereby made a part

SEMINOLE CO. FL.

1870 0348

OFFICIAL RECORDS
BOOK PAGE

of the Common Areas, as defined in the Master Declaration, for the common use and enjoyment of the Owners of Lots encumbered by the Master Declaration.

IN WITNESS WHEREOF, Declarant has caused these presents be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Charles Spiller

Ana Copeland

WEKIVA RESERVE, LTD.
A Florida limited partnership

By: Florida Residential
Communities, Inc., a
Florida corporation, as
its general partner

By: Burton A. Bines
President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 2nd day of March, 1987 by Burton A. Bines, President of FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, as general partner of WEKIVA RESERVE, LTD., a Florida limited partnership, on behalf of the limited partnership.

Charles Spiller
Notary Public
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 7 1987
BONDED THRU GENERAL INSURANCE UND

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement made this 19th day of May, 1987 between Stockbridge Master Homeowners Association, Inc., a Florida Corporation of 101 Wymore Road, Suite 400, Altamonte Springs, Florida, party of the first part, and Congregation of Beth Am, Inc. of 3895 Sandlake Road, Apopka, Florida 32708, party of the second part and Dabey Associates, a Florida General Partnership of 101 Wymore Road, Suite 400, Altamonte Springs, Florida, party of the third part;

W I T N E S S E T H

Whereas, the party of the first part is the Owner of a certain piece or parcel of land, lying and being in Seminole County, Florida and more particularly described in Exhibit "B" attached hereto, and

Whereas, the party of the third part is the Owner and holder of that certain Mortgage dated December 31, 1986 and recorded on January 19, 1987 in Official Records Book 1810, Page 938 of the Public Records of Seminole County, Florida covering that certain property more particularly described in Exhibit "A" and owned by the party of the second part, and

Whereas, the party of the second part is the Owner of a certain piece or parcel of land, lying and being in Seminole County, Florida and more particularly described in Exhibit "A" attached hereto, and

Whereas, it is the intention of the parties to establish a drainage easement over, across and through the property described in Exhibit "B" for the use and benefit of the property described in Exhibit "A";

NOW THEREFORE in consideration of the agreements contained herein it is mutually agreed as follows:

1. The parties hereto do hereby create, locate and permanently establish a drainage easement for the flow of surface waters over, across and through the property

described in Exhibit "B" attached hereto for the use and benefit of the property described in Exhibit "A" and this covenant shall run with and become appurtenant to the properties described in Exhibits "B" and "A" attached hereto.

2. The party of the third part does hereby agree that the Mortgage described above and recorded in Official Records Book 1810, Page 938 shall be the same is hereby made subject and subordinate in lien to the drainage easement established hereby.

3. The covenants contained herein shall be binding upon the parties hereto, their heirs, successors and assigns.

STOCKBRIDGE MASTER HOMEOWNERS
ASSOCIATION, INC.

BY: [Signature]
PARTNER

CONGREGATION OF BETH AM, INC.

BY: [Signature]
PRESIDENT

DABEY ASSOCIATES

BY: [Signature]
PARTNER

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared BURTON A. BINES
PRESIDENT STOCKBRIDGE MASTER HOMEOWNERS ASSOCIATION, INC. to me known to be the person described in and who executed the foregoing instrument and He acknowledged before me that He executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of MAY, 1987.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:
Notary Public, State Of Florida At Large
My Commission Expires Aug. 21, 1989
Bonded By SAFECO Insurance Company of America

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared STEVEN B Gordon OF CONGREGATION OF BETH AM, INC. to me to be the person described in and who executed the foregoing instrument and HE acknowledged before me that HE executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of MAY, 1987.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires Jan. 16, 1988
Bonded Three Thousand Dollars

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared BURTON A. BARKS PARTNER DABEY ASSOCIATES to me known to be the person described in and who executed the foregoing instrument and HE acknowledged before me that HE executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of MAY, 1987.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Notary Public, State Of Florida At Large
My Commission Expires Aug. 21, 1989
Bonded By SAFECO Insurance Company of America

LEGAL DESCRIPTION

For a point of reference, commence at the Northwest corner of Section 7, Township 21 South, Range 29 East, Seminole County, Florida, said point being a 4 inch square concrete monument situated N00°04'38"E, 20.38 feet from a 6 inch square concrete monument located at the Northeast corner of Section 12, Township 21 South, Range 28 East, Orange County, Florida; from said point of reference run thence S00°04'38"W, along the West line of the Northwest 1/4 of said Section 7, a distance of 1,350.14 feet; thence run S89°20'33"E, along the South right-of-way line of Sand Lake Road, a distance of 33.00 feet for a POINT OF BEGINNING; thence continue S89°20'33"E, a distance of 200.00 feet to a point on the West line of Wekiva Reserve Unit One, as recorded in Plat Book 32, Pages 66 - 67, Public Records of Seminole County, Florida; thence S00°04'38"W, along said West line and the West line of Wekiva Reserve Unit 2, as recorded in Plat Book 34, Pages 33 - 35, Public Records of Seminole County, Florida, a distance of 481.68 feet; thence departing said West line, run N89°20'33"W, a distance of 25.00 feet; thence N00°04'38"E, a distance of 125.00 feet; thence N89°29'42"W, a distance of 175.00 feet to a point on the East right-of-way line of County Line Road, thence N00°04'38"E, along said right-of-way line, a distance of 327.21 feet to the POINT OF BEGINNING.

Containing 1.33 acres more or less.

Exh.

A

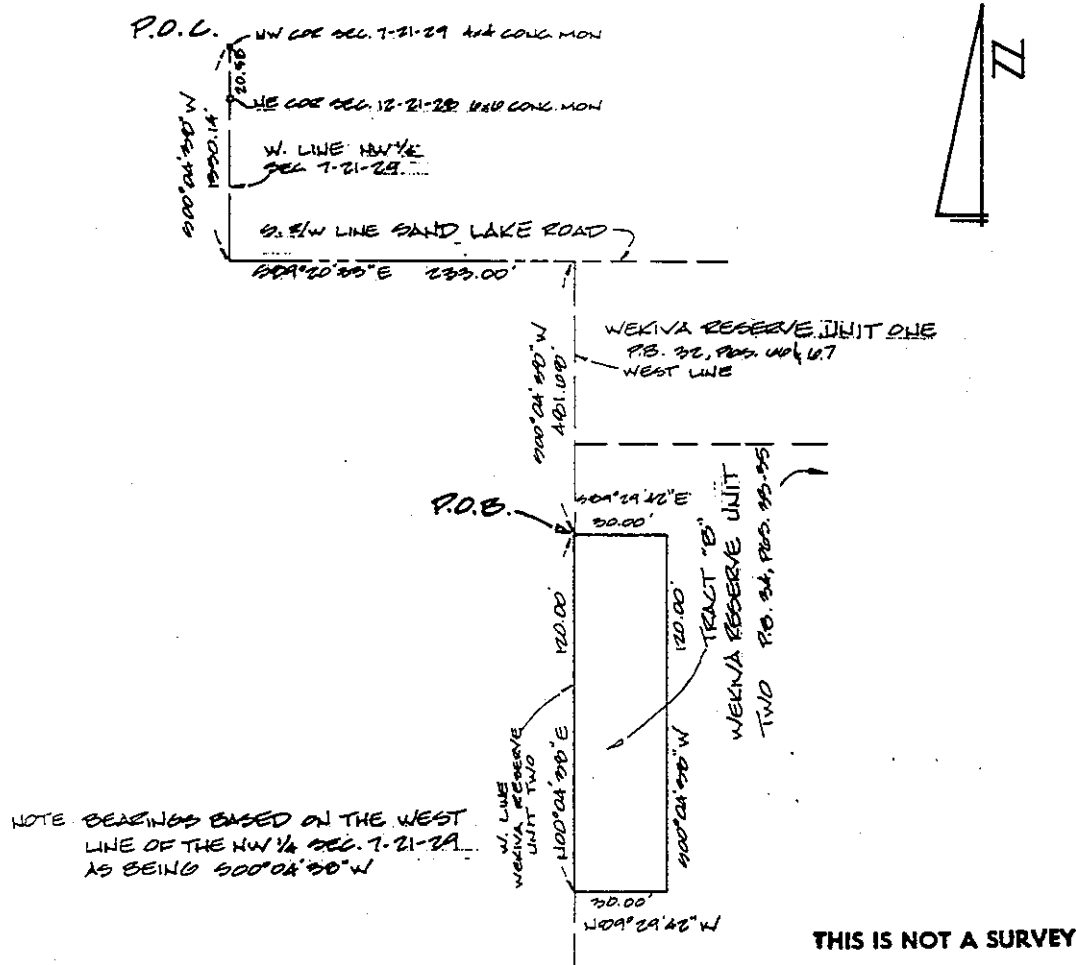
A PORTION OF TRACT "B" OF WEKIVA RESERVE, UNIT TWO, AS RECORDED IN PLAT BOOK 34, PAGES 33-35,
 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 OR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH,
 RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT
 SITUATED N 00°04'38" E, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE
 NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; FROM
 SAID POINT OF REFERENCE RUN THENCE S 00°04'38" W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF
 SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE RUN S 89°20'33" E, ALONG THE SOUTH RIGHT-
 OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 233.00 FEET TO A POINT ON THE WEST LINE OF WEKIVA
 RESERVE UNIT ONE, AS RECORDED IN PLAT BOOK 32, PAGES 66-67, PUBLIC RECORDS OF SEMINOLE COUNTY,
 FLORIDA; THENCE S 00°04'38" W, ALONG SAID WEST LINE AND THE WEST LINE OF SAID WEKIVA RESERVE
 UNIT TWO, 481.68 FEET TO THE POINT OF BEGINNING; THENCE RUN S 89°29'42" E, 30.00 FEET; THENCE
 N 00°04'38" W, 120.00 FEET; THENCE RUN N 89°29'42" W, 30.00 FEET TO A POINT ON SAID WEST
 LINE OF WEKIVA RESERVE UNIT TWO; THENCE RUN N 00°04'38" E, ALONG SAID WEST LINE, 120.00 FEET
 TO POINT OF BEGINNING. CONTAINS 3600.1 SQ. FT.

EXHIBIT B

LEGAL DESCRIPTION (WRITTEN BY SURVEYOR BASED ON A SURVEY BY BOWYER-SINGLETON & ASSOCIATES, DATED 4-24-86 FILE NO. FR14)

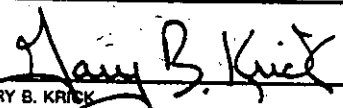
A PORTION OF TRACT "B" OF WEKIVA RESERVE, UNIT TWO, AS RECORDED IN PLAT BOOK 34, PAGES 33-35, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED N 00°04'38" E, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN THENCE S 00°04'38" W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE RUN S 89°20'33" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 233.00 FEET TO A POINT ON THE WEST LINE OF WEKIVA RESERVE UNIT ONE, AS RECORDED IN PLAT BOOK 32, PAGES 66-67, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S 00°04'38" W, ALONG SAID WEST LINE AND THE WEST LINE OF SAID WEKIVA RESERVE UNIT TWO, 481.68 FEET TO THE POINT OF BEGINNING; THENCE RUN S 89°29'42" E, 30.00 FEET; THENCE RUN S 00°04'38" W, 120.00 FEET; THENCE RUN N 89°29'42" E, 30.00 FEET TO A POINT ON SAID WEST LINE OF WEKIVA RESERVE UNIT TWO; THENCE RUN N 00°04'38" E, ALONG SAID WEST LINE, 120.00 FEET TO THE POINT OF BEGINNING. CONTAINS 3600.1 SQ. FT.



I hereby certify that the sketch represented on this map was made under my direction on the date shown based on the information furnished to me as noted and conforms to the MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA in accordance with CH. 21HH-6, Florida Administrative Code and that there is no evidence on the ground of use of the property which might suggest a possible claim of easement other than those shown on the survey.

The Surveyor has not abstracted the lands shown hereon for easements and/or rights of way of record. No underground installations or improvements have been located except as noted.

SKETCH OF DESCRIPTION	Date: MARCH 31, 1987	
	Job No.: 29803A	Scale: 1"=50'
	LEGEND	
	● = Iron Rod ○ = Iron Pipe □ = Conc. Monument ⊙ = Nail & Disc. x = Cross Cut	
FOR: REGATION BETH AL	Revised:	 2801 WELLS AVENUE, SUITE 181 FERN PARK, FLORIDA 32730 CERT-NO. LB-2108  GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4248

Documentary Tax Pd. \$
Intangible Tax Pd.
David N. Berrien, Clerk Seminole
County By: D.C.

QUIT-CLAIM DEED

DAVID N. BERRIEN
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL
RAMCO FORM 8

RECORDED & VERIFIED

441265

1987 SEP 24 AM 11:48

This Quit-Claim Deed, Executed this 22nd day of September, A. D. 1987, by
STOCKBRIDGE, LTD., a Florida limited partnership,
first party, to
STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.,
whose postoffice address is 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32714
second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which
the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being
in the County of Seminole State of Florida, to-wit:

TRACT "A", according to the Plat of STOCKBRIDGE UNIT THREE as
recorded in Plat Book 35, Pages 96 and 97, Public Records of Seminole
County, Florida;

1889 1625
SEMINOLE CO. FL.
PAGE
BOOK

67
RECEIVED

SEP 23 1987

DAVID N. BERRIEN
Clerk of Courts Seminole Co. FL

By: [Signature]

CLERK OF CIRCUIT COURT-SEMINOLE COUNTY
47 6141 0057 09/23/87 2

RECORDING
00006709

070 RECORDING FEE	\$	5.00
089 SERVICE CHARGE	\$	1.00
071 ST DOC STAMPS	\$	.55
6141 TOTAL	\$	6.55

To Have and to Hold the same together with all and singular the appurtenances thereunto
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim what-
soever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said
second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year
first above written.
Signed, sealed and delivered in presence of:

<u>[Signature]</u>	By:	STOCKBRIDGE, LTD., Florida Residential Communities, Inc., General Partner	L.S.
<u>[Signature]</u>	By:	Lino Mancebo, Vice President	L.S.

STATE OF FLORIDA,
COUNTY OF Seminole }

I HEREBY CERTIFY that on this day, before me, an
officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared
Lino Mancebo, Vice President of Florida Residential Communities, Inc., General Partner of
STOCKBRIDGE, LTD.,
to me known to be the person described in and who executed the foregoing instrument and he acknowledged
before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this
September A. D. 19 87.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 7, 1991
BONDED THRU GENERAL INS. UND.

(B)
This instrument prepared by, and please
return to: E. Scuderi
Florida Residential Communities, Inc.
101 Wymore Rd., Suite 400
Altamonte Springs, FL 32714
Address (305) 862-3000

This Quit-Claim Deed, Executed this 21st day of January, A. D. 1986, by
WEKIVA RESERVE, LTD., a Florida limited partnership

first party, to

STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation
whose postoffice address is 101 Wymore Road, Suite 400, Altamonte Springs, Fla. 32714

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Seminole State of Florida, to-wit:

TRACT A, WEKIVA RESERVE, UNIT ONE, according to the Plat thereof as recorded in Plat Book 32, Page 66 of the Public Records of Seminole County, Florida;

TOGETHER WITH:

That portion of TRACT B, WEKIVA RESERVE, UNIT ONE, according to the Plat thereof as recorded in Plat Book 32, Page 66 of the Public Records of Seminole County, Florida, more particularly described as follows:

Begin at the Southeast corner of Wekiva Reserve Unit One, as recorded in Plat Book 32, Page 66 of the Public Records of Seminole County, Florida; run North 89°47'47" West, a distance of 100.67 feet; thence run North 00°39'27" East, a distance of 275.79 feet; thence run South 89°20'33" East, a distance of 98.49 feet to the East line of the Southwest 1/4 of the North-west 1/4 of Section 7, Township 21 South, Range 29 East; thence run South 00°12'13" West along said East line, a distance of 275.00 feet to the Point of Beginning.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

WEKIVA RESERVE, LTD.

By: Florida Residential
Communities, Inc.,
Its general partner

By:

STATE OF FLORIDA,
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

HOWARD B. LEFKOWITZ, as VICE PRESIDENT of Florida Residential Communities, Inc., general partner of Wekiva Reserve, Ltd., a Florida limited partnership, to me known to be the person described in and who executed the foregoing instrument and he acknowledged

before me that he executed the same, in the aforesaid capacity.

WITNESS my hand and official seal in the County and State last aforesaid this

A. D. 1986

Elizabeth J. Lytle
Notary Public
My Commission Expires:

This instrument was prepared by and

should be returned to

HAL H. KANTOR

Lowndes, Drosdick, Foster, Kantor & Reed

Professional Association

215 North Eola Drive

Post Office Box 2809

Orlando, Florida 32802

Notary Public State of Florida at Large
My Commission expires April 2, 1989

This Instrument prepared by:

Address

RECORDED & VERIFIED

1986 APR -2 PM 2:37

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

280782

Documentary Tax Pd. \$

Intangible Tax Pd.

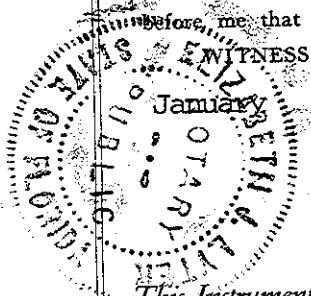
David N. Berrien, Clerk Seminole

County By:

OFFICIAL RECORDS
BOOK PAGE

1721 1854

SEMINOLE CO. FL.



1968 1500

SEMINOLE CO. FL.

This Quit-Claim Deed, Executed this 17th day of June, A. D. 1988, byWEKIVA RESERVE, LTD., a Florida Limited Partnership,
first party, toSTOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida Non-Profit
Corporation,
whose postoffice address is 101 Wymore Road, Suite 400, Altamonte Springs, FL 32714

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Seminole State of Florida, to-wit:

Tract A, WEKIVA RESERVE UNIT THREE, according to the Plat thereof as recorded in Plat Book 37, Pages 88 and 89, Public Records of Seminole County, Florida.

RECEIVED

JUN 17 1988 8.2 10

David N. Berrien
Clerk of Courts Seminole Co. Fl.By: [Signature]Documentary Tax Pd. \$ 1.55\$ Intangible Tax Pd.

David N. Berrien, Clerk Seminole

County By: [Signature] D.C.

47 1220 0075

06/17/88 4

RECORDING

00000210

070 RECORDING FEE	\$	5.00
087 SERVICE CHARGE	\$	1.00
071 ST DOC STAMPS	\$	.55

1220 TOTAL \$ 6.55

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.**In Witness Whereof,** The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of: by:

WEKIVA RESERVE, LTD.,
Florida Residential Communities, Inc.,
General PartnerEleanore Scuderi by:Burton A. Bines, PresidentBonnie WandergaapSTATE OF FLORIDA,
COUNTY OF Seminole

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Burton A. Bines, as President of Florida Residential Communities, Inc., General Partner of Wekiva Reserve, Ltd., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this

June A. D. 1988.

Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 7, 1991
BONDED THRU GENERAL INS. UND.This Instrument prepared by: and please return to:
Address E. Scuderi
Florida Residential Communities, Inc.
101 Wymore Rd., Suite 400
Altamonte Springs, FL 32714

JUN 24 1988

RECORDED & VERIFIED

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

1988 JUN 20 PM 2:49

515759

(R)

RESOLUTION

DELINQUENT ASSESSMENT POLICY

I. AUTHORITY:

WHEREAS, the ByLaws of Villas at Stockbridge Homeowners' Association, Inc., Article VII: Powers and Duties of The Board of Directors, Section 2.(c) bestows upon the Board of Directors the authority to establish and to collect maintenance assessments for common expenses as provided in the Declaration; and,

WHEREAS, the ByLaws of Villas at Stockbridge Homeowners' Association, Inc., Article VII: Powers and Duties of The Board of Directors, Section 1.(a) bestows the power of the Board of Directors to adopt rules and to establish penalties for infractions thereof; and,

II. PURPOSE:

WHEREAS, the Board of Directors must be able to budget the operation of the Association based upon reasonable assurances that funds due the Association are paid on a regular scheduled basis, and must also take such reasonable steps as are proper and necessary to assure members that all members are sharing appropriately as regard the expenses of the Association; and,

WHEREAS, the Board of Directors recognizes the necessity to adopt a late fee policy to promote the timely payment of assessments; and,

III. SCOPE:

WHEREAS, it is the intent of this Board of Directors to allow a reasonable time for the collection of delinquent accounts to avoid penalizing the homeowner with interest, costs, and legal fees associated with turning a delinquent account over to the attorney for collection;

IV. SPECIFICATIONS:

NOW BE IT THEREFORE RESOLVED THAT, should the assessment not be paid in full on or before the 15th day after the due date, a late reminder notice will be sent to each delinquent account on the 16th day past due.

A second notice will be mailed to each delinquent account if full payment, including any late fees or costs, is not received prior to the 25th day after the due date. This notice will include a statement that the account will be turned over to the Association's attorney for lien/foreclosure action if payment, in full, is not received in 10 days, and that such action will result in additional costs to the owner.

Should the account remain unpaid until the 25th day after the due date, a late penalty of \$5.00 shall be imposed and additional late penalty \$5.00 will be imposed and every thirty days thereafter for any amount still due. The purpose of the late penalty is to offset costs of collection by the Association.

Should any partial payment be made, the Association shall apply the payment first to collection costs and attorneys fees, then to late penalties and interest, then to the oldest principal amount due.

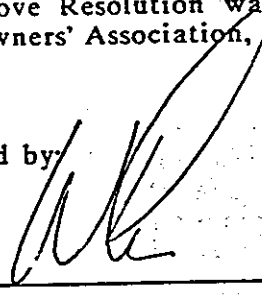
ADIT 10132

In the event of a payment check being returned unpaid for any reason, a fee of \$25.00 shall be imposed to cover the cost of the Association for bank charges and special processing costs to the Association.

If the account continues unpaid after 40 days of the original due date, the Association attorney will have the authority to accelerate the remaining annual assessment and to file a Claim of Lien upon the property for which the assessment is due. Should this action not produce full payment including interest, costs, and attorneys fees within 30 days, the attorney has the authority to proceed with foreclosure suit.

The above Resolution was adopted by the Board of Directors of Villas at Stockbridge Homeowners' Association, Inc. at a duly called Board of Directors Meeting on November 29, 1988.

Attested by



2115 1523

SEMINOLE CO. FL.

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS ANNEXING WEKIVA RESERVE, UNIT FOUR
INTO STOCKBRIDGE PLANNED UNIT DEVELOPMENT,
STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.
AND WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC.

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

657661

1989 OCT 12 PM 2:01

RECORDED & VERIFIED

THIS SUPPLEMENTAL DECLARATION, made and executed this
31st day of August, 1989 by WEKIVA RESERVE, LTD., a
Florida limited partnership (hereinafter referred to as
"Declarant"), as successor in interest to FLORIDA RESIDENTIAL
COMMUNITIES, INC., a Florida corporation (hereinafter referred
to as "FRC"), whose principal mailing address is 101 Wymore
Road, Suite 400, Altamonte Springs, Florida 32714;

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain
real property located in Seminole County, Florida, more
particularly described as follows, to-wit:

WEKIVA RESERVE, UNIT FOUR, according to the Plat
thereof recorded in Plat Book 42, Pages 214-222
of the Public Records of Seminole County, Florida.

(hereinafter referred to as "Wekiva Reserve Unit Four"); and

WHEREAS, FRC executed that certain Master Declaration of
Covenants, Conditions and Restrictions for Stockbridge Planned
Unit Development, Seminole County, Florida dated December 29,
1983 and recorded on January 4, 1984 in Official Records Book
1514, Page 1843 of the Public Records of Seminole County,
Florida (hereinafter referred to as the "Master Declaration"),
encumbering certain real property more particularly described
therein; and

WHEREAS, FRC also executed that certain Wekiva Reserve,
Unit One; Second Supplemental Declaration of Covenants,
Conditions and Restrictions for Stockbridge Planned Unit
Development, Seminole County, Florida dated August 12, 1985
and recorded on October 7, 1985 in Official Records Book 1676,
Page 1679 of the Public Records of Seminole County, Florida.

THIS INSTRUMENT PREPARED BY:

NAME ELFAROR SCHUBERT

ADDR. FRC 101 WYMORE RD,
SUITE 400

ALTAMONTE SP, FL 32714

(hereinafter referred to as the "Wekiva Reserve Declaration"),
encumbering certain real property which has been platted of
record and is now more particularly described as follows,
to-wit:

WEKIVA RESERVE, UNIT ONE, according to the Plat
thereof as recorded in Plat Book 32, Page 66 of
the Public Records of Seminole County, Florida

(hereinafter referred to as "Wekiva Reserve Unit One"); and

WHEREAS, Article IX, Section 4(b) of the Master
Declaration and Article IX, Section 4(b) of the Wekiva Reserve
Declaration provide that additional real property within the
area described on Exhibit "B" attached to the Master Declaration
and Exhibit "B" attached to the Wekiva Reserve Declaration,
respectively, may be annexed by FRC, or its successors and
assigns, without the consent of the members of Stockbridge
Master Homeowners' Association, Inc. or the members of Wekiva
Reserve Homeowners' Association, Inc., so long as FRC, or its
successors and assigns, is a Class B member thereof; and

WHEREAS, the Master Declaration and the Wekiva Reserve
Declaration both provide that when such additional real property
is annexed, FRC, or its successors and assigns, shall record a
Supplemental Declaration among the Public Records of Seminole
County, Florida to that effect, which Supplemental Declaration
need not be executed by any existing Owners, as defined in the
Master Declaration, other than FRC or its successors and
assigns; and

WHEREAS, Declarant is the successor in interest to FRC and
is the sole record owner, in fee simple of Wekiva Reserve Unit
Four, which is within the area described on Exhibit "B" attached
to the Master Declaration and Exhibit "B" attached to the Wekiva
Reserve Declaration; and

WHEREAS, FRC and Declarant are Class B members of
Stockbridge Master Homeowners' Association, Inc. and Wekiva
Reserve Homeowners' Association, Inc.; and

2-14-5 1925
SEMIWALE CO. FL.

WHEREAS, Declarant desires by the execution hereof to develop Wekiva Reserve Unit Four as an additional unit of Stockbridge Planned Unit Development and subject Wekiva Reserve Unit Four to the terms and provisions of the Master Declaration and the Wekiva Reserve Declaration;

NOW THEREFORE, for and in consideration of the premises hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby states and declares as follows:

1. That Wekiva Reserve Unit Four shall be and is hereby made an additional Stockbridge Planned Unit Development.

2. That Wekiva Reserve Unit Four and all owners and future owners thereof shall be subject to the terms and provisions of the Master Declaration and the Wekiva Reserve Declaration.

3. That the Owners of any Lots, as those terms are defined in the Master Declaration, in Wekiva Reserve Unit Four shall be deemed to be members of Stockbridge Master Homeowners' Association, Inc. in accordance with the terms and provisions of the Master Declaration, and members of Wekiva Reserve Homeowners' Association, Inc. in accordance with the terms and provisions of the Wekiva Reserve Declaration.

4. That Tract B located within Wekiva Reserve Unit Four, together with all improvements thereon, shall be and is hereby made a part of the Limited Common Areas, as defined in the Master Declaration, for the common use and enjoyment of the Owners of Lots in Wekiva Reserve Unit One, Wekiva Reserve Unit Two, Wekiva Reserve Unit Three, Wekiva Reserve Unit Four, and any additional real property which may be encumbered by the Wekiva Reserve Declaration.

5. That Tract A located within Wekiva Reserve Unit Four, and all improvements thereon, shall be and is hereby made a part of the Common Areas, as defined in the Master

Declaration, for the common use and enjoyment of the Owners of
Lots encumbered by the Master Declaration.

IN WITNESS WHEREOF, Declarant has caused these presents to
be executed in manner and form sufficient to bind it as of the
day and year first above written.

Signed, sealed and delivered
in the presence of:

Bernie Wandegeft

Glenn Spudis

WEKIVA RESERVE, LTD.
A Florida limited partnership

By: Florida Residential
Communities, Inc.,
Florida corporation, as
its general partner

By: Barton A. Bines
President

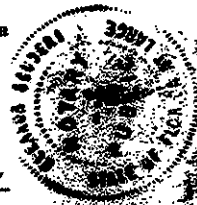
STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledge before me this
21st day of August, 1989 by Barton A. Bines,
President of FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida
corporation, as general partner of WEKIVA RESERVE, LTD., a
Florida limited partnership, on behalf of the limited
partnership.

Glenn Spudis
Notary Public

My Commission Expires:

August 20, 1991
BY COMMISSION EXP. 8/20/91
MADE TWO GENERAL REG. 600.



2113 1526
SEMINOLE CO. FL.

119495

1991 JAN 29 AM 11:35

VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC.
VILLAS OF STOCKBRIDGE UNIT THREE

NOTICE OF MAINTENANCE ASSESSMENT

I. Villas of Stockbridge Homeowners Association, Inc., a Florida non-profit homeowners association corporation (hereinafter "The Association") located in Seminole County, Florida, serves public notice to all prospective purchasers and sellers of units in Villas of Stockbridge (hereinafter "The Association") and to all other persons it may concern that the Declaration of Covenants & Restrictions for Villas of Stockbridge Homeowners Association, Inc, as recorded at Plat Book 35, Pages 96 - 97, of the Public Records of Seminole County, Florida, contains a covenant requiring each unit owner at Villas of Stockbridge to be a member of the Association and further provides that each unit shall be assessed homeowners assessments. Failure to pay the assessments may result in a lien being filed against the subject unit which liens may be foreclosed. No owner may waive or otherwise escape liability for the assessments.

II. Until further notice Premier Association Management, Inc. is the management company for the homeowners association and the President thereof, Michael Bono, is hereby the appointed agent on behalf of the Association for the purpose of filing and satisfying liens and for signing approvals of sale on behalf of the Board of Directors of Villas of Stockbridge Homeowners Association, Inc.

This notice was unanimously passed and adopted at a meeting of the Board of Directors of Villas of Stockbridge Homeowners Association, Inc. on the 8 day of January, 1991.

(seal)

By:

Fred Szukala
President

Villas of Stockbridge Homeowners Association, Inc.

Attest:

Daniel Durocher
(Secretary)

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME THIS DAY, an Officer duly authorized in the State of and County aforesaid to take acknowledgements, personally appeared Fred Szukala, as President and Daniel Durocher as Secretary, to me known to be the persons described in and who executed the foregoing instrument, and the acknowledged before me that they executed the same.

WITNESS MY HAND and official seal in the County and State last aforesaid on this the 8 day of January, 1991.

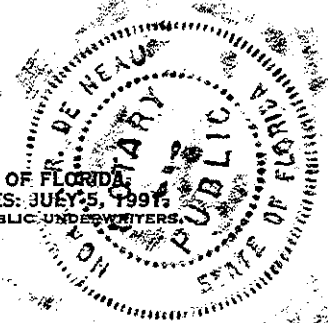
Norma R. DeNeau

Notary Public

My Commission Expires:

This instrument was prepared by:
Norma DeNeau, Premier Association Management, Inc.
235 Hunt Club Boulevard, Suite 202
Longwood, FL 32779 407-774-6453 (VASNOMA)

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: JULY 5, 1991
BONDED THRU NOTARY PUBLIC UNDERWRITERS



2261 0225
SEMINOLE CO. FL.
OFFICIAL RECORDS
BOOK PAGE

Premier Assoc Mgmt

119496

1991 JAN 29 AM 11:35

VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC.
VILLAS OF STOCKBRIDGE UNIT TWO

NOTICE OF MAINTENANCE ASSESSMENT

I. Villas of Stockbridge Homeowners Association, Inc., a Florida non-profit homeowners association corporation (hereinafter "The Association") located in Seminole County, Florida, serves public notice to all prospective purchasers and sellers of units in Villas of Stockbridge (hereinafter "The Association") and to all other persons it may concern that the Declaration of Covenants & Restrictions for Villas of Stockbridge Homeowners Association, Inc, as recorded at Plat Book 29, Pages 86 - 89, of the Public Records of Seminole County, Florida, contains a covenant requiring each unit owner at Villas of Stockbridge to be a member of the Association and further provides that each unit shall be assessed homeowners assessments. Failure to pay the assessments may result in a lien being filed against the subject unit which liens may be foreclosed. No owner may waive or otherwise escape liability for the assessments.

II. Until further notice Premier Association Management, Inc. is the management company for the homeowners association and the President thereof, Michael Bono, is hereby the appointed agent on behalf of the Association for the purpose of filing and satisfying liens and for signing approvals of sale on behalf of the Board of Directors of Villas of Stockbridge Homeowners Association, Inc.

This notice was unanimously passed and adopted at a meeting of the Board of Directors of Villas of Stockbridge Homeowners Association, Inc. on the 8 day of January, 1991.

(seal)

By:

Fred Szukala
President

Villas of Stockbridge Homeowners Association, Inc.

Attest:

Daniel Dwocher
(Secretary)

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME THIS DAY, an Officer duly authorized in the State of and County aforesaid to take acknowledgements, personally appeared Fred Szukala, as President and Daniel Dwocher, as Secretary, to me known to be the persons described in and who executed the foregoing instrument, and the acknowledged before me that they executed the same.

WITNESS MY HAND and official seal in the County and State last aforesaid on this the 8 day of January, 1991.

Norma R. DeNeau

Notary Public

My Commission Expires:

This instrument was prepared by:
Norma DeNeau, Premier Association Management, Inc.
235 Hunt Club Boulevard, Suite 202
Longwood, FL 32779 407-774-6453 (VASNOMA)

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: JULY 5, 1998
BONDED THRU NOTARY PUBLIC UNDERWRITERS

SEMINOLE CO. FL.

2261 0226

OFFICIAL RECORDS
BOOK PAGE

@ Premier Assoc 1/19/91

119497

1991 JAN 29 AM 11:35

2261 0227
SEMINOLE CO. FL.
OFFICIAL RECORDS
BOOK PAGE

VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC.
VILLAS OF STOCKBRIDGE UNIT ONE

NOTICE OF MAINTENANCE ASSESSMENT

I. Villas of Stockbridge Homeowners Association, Inc., a Florida non-profit homeowners association corporation (hereinafter "The Association") located in Seminole County, Florida, serves public notice to all prospective purchasers and sellers of units in Villas of Stockbridge (hereinafter "The Association") and to all other persons it may concern that the Declaration of Covenants & Restrictions for Villas of Stockbridge Homeowners Association, Inc, as recorded at Plat Book 28, Pages 79 - 80, of the Public Records of Seminole County, Florida, contains a covenant requiring each unit owner at Villas of Stockbridge to be a member of the Association and further provides that each unit shall be assessed homeowners assessments. Failure to pay the assessments may result in a lien being filed against the subject unit which liens may be foreclosed. No owner may waive or otherwise escape liability for the assessments.

II. Until further notice Premier Association Management, Inc. is the management company for the homeowners association and the President thereof, Michael Bono, is hereby the appointed agent on behalf of the Association for the purpose of filing and satisfying liens and for signing approvals of sale on behalf of the Board of Directors of Villas of Stockbridge Homeowners Association, Inc.

This notice was unanimously passed and adopted at a meeting of the Board of Directors of Villas of Stockbridge Homeowners Association, Inc. on the 8 day of January, 1991.

(seal)

By:

Fred Szukala
President

Villas of Stockbridge Homeowners Association, Inc.

Attest:

Daniel Durocher
(Secretary)

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME THIS DAY, an Officer duly authorized in the State of and County aforesaid to take acknowledgements, personally appeared Fred Szukala, as President and Daniel Durocher, as Secretary, to me known to be the persons described in and who executed the foregoing instrument, and the acknowledged before me that they executed the same.

WITNESS MY HAND and official seal in the County and State last aforesaid on this the 8 day of January, 1991.

Norma R. DeNeau
Notary Public
My Commission Expires:

This instrument was prepared by:
Norma DeNeau, Premier Association Management, Inc.
235 Hunt Club Boulevard, Suite 202
Longwood, FL 32779 407-774-6453 (VASNOMA)

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 5, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERS

SETTLEMENT AGREEMENT

BY AND BETWEEN

STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.,
VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., AND
WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, The Parties hereto, STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC. (hereinafter "MASTER"), VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC. (hereinafter "VILLAS"), and WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC. (hereinafter "WEKIVA"), desire to have an agreement to govern the conclusion of certain relations between them, and

WHEREAS, by virtue of a certain plan of merger and articles of merger by and between MASTER and WEKIVA, have agreed to merge MASTER into WEKIVA, so that WEKIVA remains as the surviving corporation, succeeding to the rights and responsibilities of MASTER, less and excepting therefrom the rights, responsibilities and lands of MASTER to be annexed and assigned to VILLAS, and

WHEREAS, by virtue of a certain annexation of land now or formerly of MASTER and an Assignment and Assumption Agreement by which VILLAS agrees to assume the right and responsibilities of MASTER as to the lands annexed by it, and

WHEREAS all of the foregoing were agreed to by a vote of at least two-thirds of the members of MASTER, VILLAS and WEKIVA at meetings of each of the Associations, duly called and held on January 14, 1992,

NOW THEREFORE, in consideration of the premises and for other valuable consideration received in hand, VILLAS and WEKIVA agree that the remaining affairs of MASTER will be concluded according to the following terms:

1. Any residential lots currently owned by MASTER by virtue of the prior exercise of its lien foreclosure rights will be deeded to VILLAS or WEKIVA according to whether such lot(s) are located within VILLAS or WEKIVA, as shown on the plats thereof.

2. MASTER hereby assigns all of its right, title and interest in and to the following liens for unpaid assessments, fees and costs of whatever nature, and the underlying obligation evidenced thereby as follows:

SEE ATTACHED EXHIBIT "A" HERETO

MASTER shall execute an assignment of said liens in recordable form, and VILLAS and WEKIVA hereby respectively assume said liens and the debts secured thereby without recourse to MASTER or to each other and agree that the appropriate one of them assumes sole

SPARKS
& LEXLER

MAR 20 1992

responsibility for the costs and fees now or hereafter associated with collection of such obligations. VILLAS and WEKIVA further agree that the appropriate one of them, as shown on Exhibit "A" shall be substituted as the party plaintiff in any pending action involving, in whole or in part, assessments due to MASTER, and the appropriate one of them shall be solely responsible for the past, present or future costs and fees of any pending action and shall be entitled to receive the full recovery realized from each such lien without obligation to account to MASTER or the other.

3. VILLAS hereby novates and cancels any executory contracts with MASTER, and MASTER consents to such novations. VILLAS and WEKIVA hereby release MASTER, its agents, servants, successors and assigns from any and all Agreements, contracts, debts, obligations and claims which either may have against it from the beginning of time to the present, excluding any agreement incident to the merger, annexation and assignment referred to above, and MASTER mutually releases VILLAS and WEKIVA from all of the foregoing.

4. Notwithstanding the preceding paragraphs, VILLAS and WEKIVA hereby agree that all monetary assets of MASTER, including without limitation utility deposits and bank deposits shall be divided between VILLAS and WEKIVA based upon the total number of residential lots within each association, i.e., in a proportion in which the denominator is 415, and the numerator for VILLAS is 196 and the numerator for WEKIVA is 219. VILLAS and WEKIVA agree that all utility accounts and other contracts now in the name of MASTER shall be closed, and new utility accounts and other contracts shall be opened in the names of WEKIVA or VILLAS.

5. Prior to the division of MASTER's monetary assets, the parties hereto agree that they shall set aside sufficient funds to pay the remaining liabilities of MASTER, including, but not limited to real property taxes (until assessed separately to VILLAS and WEKIVA), tax preparation charges for 1991 and 1992, auditing MASTER's books for the same period, outstanding management fees and attorney's fees and costs, and other costs of winding up MASTER's business. Said funds shall either be placed in a joint signature account in the names of both WEKIVA and VILLAS, or shall be placed in an account with an escrow agent, who shall be authorized to disburse funds for wind-up purposes upon the written direction of both WEKIVA and VILLAS.

6. Until completion of the Merger of MASTER into WEKIVA, all of MASTER's books and records shall be kept at the offices of Prestige Association Management, Inc., 237 Hunt Club Boulevard, Longwood, Florida. Following completion of the merger, WEKIVA, as successor to MASTER, shall have physical custody of all of the books and records of MASTER. However, VILLAS is hereby granted an irrevocable license coupled with an interest in all books and records of MASTER's affairs for the period from its creation through and including the completion of the wind-up of MASTER'S

affairs. VILLAS shall have an unrestricted right of access to review and copy said books and records, at VILLAS' expense, during regular business hours, which shall be defined as Monday through Friday, between 9:00 A.M. and 5:00 P.M., and WEKIVA agrees that said books and records will at all times be kept within Seminole County unless the written consent of VILLAS is first obtained, allowing removal of said books and records outside the county.

7. Both prior to and subsequent to the effective date of the merger of WEKIVA with MASTER and the annexation of additional property by VILLAS, WEKIVA and VILLAS covenant and agree that they shall cooperate with each other in re-executing and delivering to each other any document in connection with said merger and annexation that requires re-execution on account of errors and omissions or scrivener's errors therein.

8. As to any other remaining liability of MASTER, whether non-liquidated, unmatured or contingent, not otherwise dealt with by this agreement or any other document executed in connection with this transaction, and specifically excluding liabilities incurred in connection with the assignment and assumption of liens for unpaid assessments and in connection with maintenance of the party wall between the remaining associations, the parties agree that WEKIVA and/or VILLAS hereby assumes such liability based upon the following criteria:

a. If the liability wholly benefitted or affected the members of one of the remaining associations, then it shall be assumed by that association without right of contribution, indemnification or other recourse.

b. If the liability wholly benefitted or affected the land deeded to or merged into one of the remaining associations, then it shall be assumed by that association without right of contribution, indemnification or other recourse.

c. If the liability partially benefitted or affected the members of both associations, then it shall be assumed by both associations, and the liability and all costs and fees associated with defense or payment of the liability shall be apportioned according to the apportionment formula set forth in paragraph 4 hereof.

d. If the liability partially benefitted or affected the land deeded to or merged into both of the remaining associations, then it shall be assumed by both associations, and the liability and all costs and fees associated with defense or payment of the liability shall be apportioned according to the apportionment formula set forth in paragraph 4 hereof.

DATED: March 20, 1992.

IN WITNESS WHEREOF, the undersigned Association has caused these presents to be signed by its proper Officers, and its corporate Seal affixed, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

STOCKBRIDGE MASTER HOMEOWNERS'
ASSOCIATION INC.,

Martha J. Patterson
Paul L. Wean

By: Joseph F. Becker (SEAL)
Joseph F. Becker President
Attest: Fred Szukala (SEAL)
FRED SZUKALA Secretary

STATE OF FLORIDA)
COUNTY OF ORANGE) SS:
~~SEMINOLE~~

THE FOREGOING INSTRUMENT was acknowledged before me this 20th
day of March, 1992, by JOSEPH F. BECKER
and Fred Szukala, President and Secretary, respec-
tively, of Stockbridge Master Homeowners' Association, Inc., a
Florida not-for-profit corporation, on behalf of the corporation.
They are personally known to me or have produced _____
as identification, and did (did not) take an
oath.

WITNESS my hand and official seal, at the State and County
aforesaid, this 20 day of March, 1992.

Paul L. Wean
NOTARY PUBLIC
Printed Name Paul L. Wean

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 09/23/97
BONDED THRU GENERAL FIDELITY

IN WITNESS WHEREOF, the undersigned Association has caused these presents to be signed by its proper Officers, and its Corporate Seal affixed, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

VILLAS OF STOCKBRIDGE
HOMEOWNERS' ASSOCIATION, INC.

Martha J. Patterson
Paul L. Wean

By: Fred Szukala (SEAL)
FRED SZUKALA President

Attest: Joseph F. Becker (SEAL)
Joseph F. Becker Secretary

STATE OF FLORIDA)
COUNTY OF ORANGE) SS:
~~SEMINOLE~~

THE FOREGOING INSTRUMENT was acknowledged before me this 20th
day of March, 1992, by Fred Szukala
and JOSEPH F. BECKER, President and Secretary, respec-
tively, of Villas of Stockbridge Homeowners' Association, Inc., a
Florida not-for-profit corporation, on behalf of the corporation.
They are personally known to me or have produced _____
as identification, and did (did not) take
an oath.

WITNESS my hand and official seal, at the State and County
aforesaid, this 20th day of March, 1992.

Paul L. Wean
NOTARY PUBLIC

Printed Name Paul L. Wean

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPTEMBER 1993
BONDED THRU GENERAL INS. CO.

IN WITNESS WHEREOF, the undersigned Association has caused these presents to be signed by its proper Officers, and its Corporate Seal affixed, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Martha J. Patterson
Paul L. Wean

WEKIVA RESERVE HOMEOWNERS'
ASSOCIATION, INC.

By: Barbara L. Bradley
Barbara L. Bradley President

Attest: Dan S. Davison (SEAL)
Secretary

STATE OF FLORIDA)
COUNTY OF ORANGE SS:
~~SEMINOLE~~

THE FOREGOING INSTRUMENT was acknowledged before me this 20th
day of March, 1992, by BARBARA L. BRADLEY
and DAN S. DAVISON, President and Secretary, respec-
tively, of Wekiva Reserve Homeowners' Association, Inc., a Florida
not-for-profit corporation, on behalf of the corporation. They are
personally known to me ~~or have produced~~
as identification, and did (did not) take an
oath.

WITNESS my hand and official seal, at the State and County
aforesaid, this 20th day of March, 1992.

Paul L. Wean
NOTARY PUBLIC
Printed Name Paul L. Wean

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT 29, 1995
BONDED THRU GENERAL INS. UND.

EXHIBIT "A"

The following liens have been assigned to Villas of Stockbridge Homeowners' Association, Inc.:

1. Chris A. Conti & Linda M. Conti	\$106.00	May 13, 1991	BK 2293, PG 1365
2. Mr & Mrs Clyde Williams	\$850.71	July 17, 1990	BK 2200, PG 1987
3. Joel M. & Patricia A. Kaufman	\$52.23	Dec. 20, 1991	BK 2370, PG 1532
4. Chavalit R. Vejmaneesri	\$52.23	Sep. 18, 1991	BK 2337, PG 1452
5. Secretary of Veterans' Affairs	\$104.46	May 13, 1991	BK 2293, PG 1367
6. Marion I. Davis	\$870.71	June 6, 1990	BK 2188, PG 0663

The following liens have been assigned to Wekiva Reserve Homeowners' Association, Inc.:

1. Patrick Connell & Marcella H. Connell	\$104.46	June 11, 1991	BK 2304, PG 0002
2. Patrick Connell & Marcella H. Connell	\$104.46	June 11, 1991	BK 2304, PG 0003
3. Shirley A. Shine	\$969.23	Feb. 20, 1990	BK 2184, PG 0783
4. Douglas J. Merlin	\$1028.92	Oct. 12, 1990	BK 2230, PG 0287
5. Ms. Donna Levine	\$1447.92	Oct. 23, 1990	BK 2293, PG 0451
6. Ciro Signorelli	\$104.46	May 13, 1991	BK 2293, PG 1369
7. Michael Hotchkiss & Carol M. Hotchkiss	\$321.23	Dec. 21, 1990	BK 2251, PG 0761
8. Clifford T. Charlton	\$52.23	Dec. 20, 1991	BK 2370, PG 1530
9. Thoams C. Small a/k/a Thomas C. Small & Anna Small	\$104.46	June 11, 1991	BK 2304, PG 0005

PLAN OF MERGER
STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.
AND
WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., and WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC., plan to merge their corporations such that the surviving corporation shall be known as WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC.; and

WHEREAS, such merger is deemed necessary for the smoother functioning and operation of STOCKBRIDGE; and

WHEREAS, while not part of the merger of corporations, VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., will be the recipient of a portion of the property, powers, duties and responsibilities of STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., as will the surviving corporation of WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC.; and

WHEREAS, the members of all corporations involved in the proposed merger are entitled to vote on a Plan of Merger; and

WHEREAS, the Board of Directors of each Association intends to call a special meeting for the express purpose of securing the consent of their respective Associations for the merger and annexation of property, and to secure the members' authorization for the Boards to take all such further action as necessary and appropriate to effect the merger and annexation.

NOW, THEREFORE, the Boards of Directors of STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC., and VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., hereby establish their Plan of Merger and annexation as follows:

1. The above findings of fact are hereby incorporated into this Plan.
2. The merger of STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., and WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC., will result in the surviving corporation being WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC.
3. Both WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC., and VILLAS AT STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., will receive properties, powers and authority from the merging corporation of STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., and all documents will be amended to reflect such actions.
4. The members will vote on the Plan and further authorize their respective Boards to take all such further action as deemed necessary to effect the merger, including, but not limited to:
 - a. Executing all real property conveyances.
 - b. Amending the necessary provisions of the Documents.

EXHIBIT "A"

5. The corporate resolution of each Board shall be attached to this Plan.

6. This Plan shall be submitted to the members of each Association at a special meeting called for such purpose.

7. In order for this Plan to be effective, all Associations must approve it by a vote of two-thirds of their members.

8. All documentary Amendments will be duly recorded and the recorded copies will become part of the corporate records of the relevant Association.

9. A copy of this Plan shall become a part of the corporate records of each Association.

WITNESS OUR SIGNATURES THIS 20th day of March, 1992,
at MAITLAND, Florida.

STOCKBRIDGE MASTER HOMEOWNERS'
ASSOCIATION, INC.

By: Joseph F. Becker
Joseph F. Becker, President

Attest:

Fred Szukala
FRED SZUKALA, Secretary

WEKIVA RESERVE HOMEOWNERS'
ASSOCIATION, INC.

By: Barbara L. Bradley
Barbara L. Bradley, President

Attest:

Dan S. Davison
Dan S. Davison, Secretary

VILLAS AT STOCKBRIDGE HOMEOWNERS'
ASSOCIATION, INC.

By: Fred Szukala
FRED SZUKALA, President

Attest:

Joseph F. Becker
Joseph F. Becker, Secretary

**CERTIFICATE OF APPROVAL OF
AMENDMENTS TO THE BY-LAWS OF
WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC.**

The undersigned authorities hereby certify that the Association unit owner members and Board of Directors have duly adopted the attached Amendments to the By-Laws of WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC., which were duly adopted at a special meeting of the Wekiva Reserve Homeowners' Association, Inc., held January 14, 1992, at which a quorum was present and at which the attached Amendments were approved by the affirmative vote of two-thirds of the total vote of each class of members, pursuant to Article IX, Section 4 of the Second Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida, recorded in the Public Records of Seminole County at O.R. Book 1676, Page 1679; and pursuant to Article XIII of the By-Laws of Wekiva Reserve Homeowners' Association, Inc., as being incident to an annexation and merger of property.

WITNESS our hands and seals this 20th day of March, 1992.

Attest:

WEKIVA RESERVE HOMEOWNERS'
ASSOCIATION, INC.

Dan S. Davison
Dan S. Davison Secretary

By: Barbara L. Bradley
Barbara L. Bradley President

STATE OF FLORIDA :

COUNTY OF ORANGE :

BEFORE ME, the undersigned authority, personally appeared BARBARA L. BRADLEY and Dan S. Davison, to me personally known to be the President and Secretary, respectively, of WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC., [or as having produced identification] and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

WITNESS my hand and official Seal in the State and County last aforesaid, this 20th day of March, 1992.

Paul L. Ulean
Notary Public, State of Florida at Large.
Printed Name: Paul L. Ulean
My commission expires: SEP 29, 1995
at DADE, P.A.

MAR 23 1992

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP SEPT 29, 1995
BONDED THRU GENERAL INS. UND.

AMENDMENTS TO THE BYLAWS
OF
WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC.

Additions indicated by underlining
Deletions indicated by ~~strike-throughs~~

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC., as the surviving corporation in the merger of WEKIVA RESERVE HOMEOWNER'S ASSOCIATION, INC, and STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, as recorded at O.R. Book 1514, Page 1843, of the Public Records of Seminole County, Florida (hereinafter the "Master Declaration"), less and except such property previously conveyed by Stockbridge Master Homeowners' Association, Inc., and the Second Supplemental Declaration of Covenants, Conditions and Restrictions referred to in Section 7 of this Article II, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Limited Common Area" shall mean and refer to all personal property and real property, including properties defined as Common Area in the Master Declaration and all amendments and supplements thereto, excluding such properties that have been previously conveyed, including the improvements thereon, owned by the Association for the common use and enjoyment of the Owners, as further defined in the Supplemental Declaration and the Master Declaration.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(f) Exercise all the powers granted to it by the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development.

Section 2. Duties. It shall be the duty of the Board of Directors to:

ARTICLES OF MERGER

The undersigned corporations have adopted a Plan of Merger and hereby adopt these Articles of Merger.

NAME OF SURVIVING CORPORATION

The name of the surviving corporation is **WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC.**

ARTICLES OF INCORPORATION

The Articles of Incorporation, as amended, of Wekiva Reserve Homeowners' Association, Inc. are attached hereto as "Exhibit A," and are incorporated herein by reference.

APPROVAL OF MERGER

The Plan of Merger of the undersigned corporations was adopted pursuant to Section 617.1103, Florida Statutes, and is attached hereto as "Exhibit B," and is incorporated herein by reference.

EFFECTIVE DATE

The merger of the undersigned corporations will become effective upon the filing of these Articles by the Department of State.

ADOPTION OF AGREEMENT

The members of Wekiva Reserve Homeowners' Association, Inc. and Stockbridge Master Homeowners' Association, Inc., adopted the Plan of Merger on January 14, 1992. The members of both of the named corporations voted to approve the plan by the affirmative vote of two-thirds of the members of each corporation present and voting at a meeting of each corporation at which a quorum was present, and such fact is reflected in the Minutes of both corporations.

WHEREFORE, we have herein set our hands and Seals this 20th day of March, 1992.

WEKIVA RESERVE HOMEOWNERS'
ASSOCIATION, INC.

Attest: *Yuan S. Davidson*
Yuan S. Davidson Secretary

By: *Barbara L. Bradley*
Barbara L. Bradley President
COOPER & LENLEM, P.A.

MAR 23 1992

STATE OF FLORIDA)
COUNTY OF ~~SEMINOLE~~)
 ORANGE

THE FOREGOING instrument was acknowledged before me this 20th
day of March, 1992, by BARBARA L. BRADLEY
and DAN S. DAVISON, President and Secretary,
respectively, of Wekiva Reserve Homeowners' Association, Inc., a
Florida not-for-profit corporation, on behalf of the corporation.
They are personally known to me, ~~or have produced~~
as identification, and did (did not) take an
oath.

Paul L. Wean
NOTARY PUBLIC

Printed Name Paul L. Wean

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT 29, 1995
BONDED THRU GENERAL INS. UND.

STOCKBRIDGE MASTER HOMEOWNERS'
ASSOCIATION, INC.

Attest: Fred Szukala
 FRED SZUKALA Secretary

By: Joseph F. Becker
 JOSEPH F. BECKER President

STATE OF FLORIDA)
COUNTY OF ~~SEMINOLE~~)
 ORANGE

THE FOREGOING instrument was acknowledged before me this 20th
day of March, 1992 by JOSEPH F. BECKER
and Fred Szukala, President and Secretary,
respectively, of Stockbridge Master Homeowners' Association, Inc.,
a Florida not-for-profit corporation, on behalf of the corporation.
They are personally known to me, ~~or have produced~~
as identification and did (did not) take an
oath.

Paul L. Wean
NOTARY PUBLIC

Printed Name Paul L. Wean

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT 29, 1995
BONDED THRU GENERAL INS. UND.

This Document Prepared By:

Paul L. Wean, Esq.
Elizabeth L. Trundle, Esq.
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, Florida 32751

AMENDMENTS TO THE ARTICLES OF INCORPORATION
WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC.

Additions indicated by underlining
Deletions indicated by ~~strike-throughs~~

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

That certain real property shown and described on the Plat of WEKIVA RESERVE, UNIT ONE, as recorded in Plat Book 32, Page 66 & 67, Public Records of Seminole County, Florida, and

All other property acquired as a result of the merger between WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC. AND STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., whereby WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC., became the surviving corporation, less and except such property previously conveyed by STOCKBRIDGE MASTER HOMEOWNER'S ASSOCIATION

(hereinafter "the Property") and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions and all of the duties and obligations of the Stockbridge Master Homeowners' Association, Inc. as set forth in that certain Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development (hereinafter called the "Declaration"), applicable to the Property and recorded ~~or to be recorded~~ at O.R. Book 1676, Page 1679, and at O.R. Book 1514, Page 1843, respectively, on the Public Records of Seminole County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(e) Dedicate, sell or transfer all or any part of the Limited Common Area or Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

EXHIBIT "A"

AMENDMENTS TO THE BYLAWS
OF
WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC.

Additions indicated by underlining
Deletions indicated by ~~strike-throughs~~

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC., as the surviving corporation in the merger of WEKIVA RESERVE HOMEOWNER'S ASSOCIATION, INC, and STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, as recorded at O.R. Book 1514, Page 1843, of the Public Records of Seminole County, Florida (hereinafter the "Master Declaration"), less and except such property previously conveyed by Stockbridge Master Homeowners' Association, Inc., and the Second Supplemental Declaration of Covenants, Conditions and Restrictions referred to in Section 7 of this Article II, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Limited Common Area" shall mean and refer to all personal property and real property, including properties defined as Common Area in the Master Declaration and all amendments and supplements thereto, excluding such properties that have been previously conveyed, including the improvements thereon, owned by the Association for the common use and enjoyment of the Owners, as further defined in the Supplemental Declaration and the Master Declaration.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:
(f) Exercise all the powers granted to it by the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(c) As more fully provided in the Master Declaration and the Supplemental Declaration, to:

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Master Declaration, the Supplemental Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Master Declaration, and the Supplemental Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability from the assessments provided for herein by nonuse of the Limited Common Area or Common Area or abandonment of his Lot.

This Document Prepared By:
Paul L. Wean, Esq.
Elizabeth L. Trundle, Esq.
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, Florida 32751

CERTIFICATE OF APPROVAL OF
AMENDMENTS TO THE ARTICLES OF INCORPORATION OF
WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC.

The undersigned authorities hereby certify that the Association unit owner members and Board of Directors have duly adopted the attached Amendments to the Articles of Incorporation of WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC., which were duly adopted at a special meeting of the Wekiva Reserve Homeowners' Association, Inc., held January 14, 1992, at which a quorum was present and at which the attached Amendments were approved by the affirmative vote of two-thirds of the total vote of each class of members, pursuant to Article IX, Sections 4 and 5 of the Second Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida, recorded in the Public Records of Seminole County at O.R. Book 1676, Page 1679; and pursuant to Article IV(f) of the Articles of Incorporation of Wekiva Reserve Homeowners' Association, Inc., recorded therewith, as being incident to an annexation and merger of property.

WITNESS our hands and seals this 20th day of March, 1992.

Attest:

Dan S. Davison
DAN S. DAVISON Secretary

WEKIVA RESERVE HOMEOWNERS'
ASSOCIATION, INC.

By: *Barbara L. Bradley*
Barbara L. Bradley President

STATE OF FLORIDA :

COUNTY OF ORANGE:

BEFORE ME, the undersigned authority, personally appeared BARBARA L. BRADLEY and DAN S. DAVISON, to me personally known to be the President and Secretary, respectively, of WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC., having produced as [identification] and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

WITNESS my hand and official Seal in the State and County last aforesaid, this 20th day of March, 1992.

Paul L. Wean
Notary Public, State of Florida at Large.
Printed Name: Paul L. Wean
My commission expires: SEPTEMBER 29, 1995

& LEXLUM, P.A.

MAR 23 1992

PAUL L. WEAN, ESQUIRE
BECKER & POLIAKOFF, P.A.
901 MAITLAND CENTER, SUITE 145
901 NORTH LAKE DESTINY DRIVE
MAITLAND, FLORIDA 32751

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT 29, 1995
BONDED THRU GENERAL INS. UND.

CERTIFICATE OF APPROVAL OF
AMENDMENTS TO ARTICLES OF INCORPORATION OF
VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.

The undersigned authorities hereby certify that the Association unit owner members and Board of Directors have duly adopted the attached Amendments to the Articles of Incorporation of VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., which were duly adopted at a special meeting of the Villas of Stockbridge Homeowners' Association, Inc., held January 14, 1992, at which a quorum was present and at which the attached Amendments were approved by the affirmative vote of two-thirds of the total vote of each class of members, pursuant to Article IX, Section 4 of the First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit I, Seminole County, Florida, recorded in the Public Records of Seminole County at O.R. Book 1517, Page 256; and pursuant to Article IV(f) of the Articles of Incorporation of Villas of Stockbridge Homeowners' Association, Inc., recorded therewith, as being incident to an annexation of property.

WITNESS our hands and seals this 20th day of March, 1992.

Attest:

VILLAS OF STOCKBRIDGE
HOMEOWNERS' ASSOCIATION, INC.

Joseph F. Becker
Secretary
JOSEPH F. BECKER
STATE OF FLORIDA :

By: Fred Szukala
FRED SZUKALA President

COUNTY OF ORANGE :

BEFORE ME, the undersigned authority, personally appeared JOSEPH F. BECKER and Fred Szukala, to me personally known to be the Secretary and President, respectively, of VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., ~~[or having produced identification]~~ and ~~did/did not~~ take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

WITNESS my hand and official Seal in the State and County last aforesaid, this 20th day of March, 1992.

Paul L. Wean
Notary Public, State of Florida at Large.
Printed Name: Paul L. Wean
My commission expires: SEPT 29, 1995
& LEXLEM, P.A.

MAR 23 1992

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT 29, 1995
BONDED THRU GENERAL INS. UND.

AMENDMENTS TO THE ARTICLES OF INCORPORATION
VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.

Additions indicated by underlining
Deletions indicated by ~~strike-throughs~~

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

That certain real property shown and described on the Plat of STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT ONE, as recorded in Plat Book 28, Page 79, 80, Public Records of Seminole County, Florida,

and all other property described in:

- 1) The First Supplemental Declaration of Covenants, Conditions, and Restrictions for Stockbridge Planned Unit Development, Unit One, Seminole County, Florida, as recorded in O. R. Book 1517, Page 0256 of the Public Records of Seminole County, Florida, and
- 2) The Supplemental Declaration of Covenants, Conditions and Restrictions Annexing...Unit two, as recorded in O.R. Book 1541, Page 0093 of the Public Records of Seminole County, Florida, and
- 3) The Supplemental Declaration of Covenants, Conditions and Restrictions Annexing Stockbridge Unit Three..., as recorded in O.R. Book 1791, Page 1053 of the Public Records of Seminole County, Florida, as the same may be amended or supplemented from time to time, and
- 4) Those lands indicated on the Plat of Stockbridge, Unit One, at Plat Book 28, Page 79 et seq., of the Public Records of Seminole County, Florida, as Tract A, Tract D, Tract F, and Tract G; and
- 5) Those lands indicated on the Plat of Stockbridge, Unit Two, at Plat Book 29, Page 86 et seq., of the Public Records of Seminole County, Florida, as Tract A, Tract D, Tract F, and Tract G; and

6) Those lands indicated on the Plat of Stockbridge, Unit Three, at Plat Book 35, Page 96 et seq., of the Public Records of Seminole County, Florida, as Tract A,

All located in Section 7, Township 21 South, Range 29 East, Seminole County, Florida (hereinafter referred to as "the Property").

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Supplemental Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Supplemental Declaration"), applicable to the Property and recorded ~~or to be recorded~~ on the Public Records of Seminole County, Florida, and as the same may be amended from time to time as therein provided, said Supplemental Declaration being incorporated herein as if set forth at length;

(h) Assume and accept all duties, obligations, rights and privileges of the Master Association as set forth in the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development recorded at O. R. Book 1514, Page 1843 of the Public Records of Seminole County, Florida as assigned by Stockbridge Master Homeowners' Association, Inc. to the Association for the Property.

This document prepared by:
Paul L. Wean, Esquire
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, FL 32751

OFFICIAL RECORDS
BOOK PAGE

2406 0301

MARKED FOR
CIRCUIT COURT
SEMI-ANNUAL

257633

RECORDED & VERIFIED

1992 MAR 26 AM 8:21

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP SEPT 29, 1995
BONDED THRU GENERAL INS. UND.

EXHIBIT "A"

TO AN ASSIGNMENT OF CLAIMS OF LIEN
EXECUTED BY STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.

The following liens have been assigned to **Villas of Stockbridge Homeowners' Association, Inc.:**

1. Chris A. Conti & Linda M. Conti	\$106.00	May 13, 1991	BK 2293, PG 1367
2. Mr & Mrs Clyde Williams	\$850.71	July 17, 1990	BK 2200, PG 1987
3. Joel M. & Patricia A. Kaufman	\$52.23	Dec. 20, 1991	BK 2370, PG 1532
4. Chavalit R. Vejmaneesri	\$52.23	Sep. 18, 1991	BK 2337, PG 1452
5. Secretary of Veterans' Affairs	\$104.46	May 13, 1991	BK 2293, PG 1367
6. Marion I. Davis	\$870.71	June 6, 1990	BK 2188, PG 0663

The following liens have been assigned to **Wekiva Reserve Homeowners' Association, Inc.:**

1. Patrick Connell & Marcella H. Connell	\$104.46	June 11, 1991	BK 2304, PG 0002
2. Patrick Connell & Marcella H. Connell	\$104.46	June 11, 1991	BK 2304, PG 0003
3. Shirley A. Shine	\$969.23	Feb. 20, 1990	BK 2184, PG 0783
4. Douglas J. Merlin	\$1028.92	Oct. 12, 1990	BK 2230, PG 0287
5. Ms. Donna Levine	\$1447.92	Oct. 23, 1990	BK 2293, PG 0451
6. Ciro Signorelli	\$104.46	May 13, 1991	BK 2293, PG 1369
7. Michael Hotchkiss & Carol M. Hotchkiss	\$321.23	Dec. 21, 1990	BK 2251, PG 0761
8. Clifford T. Charlton	\$52.23	Dec. 20, 1991	BK 2370, PG 1530
9. Thoams C. Small a/k/a Thomas C. Small & Anna Small	\$104.46	June 11, 1991	BK 2304, PG 0005

SEMINOLE COUNTY

2406 0302

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This Document Prepared By:
Paul L. Wean, Esq.
Elizabeth L. Trundle, Esq.
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, Florida 32751

**CERTIFICATE OF APPROVAL OF
AMENDMENTS TO MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
STOCKBRIDGE PLANNED UNIT DEVELOPMENT, SEMINOLE COUNTY, FLORIDA**

The undersigned authorities hereby certify that the Association unit owner members and Board of Directors have duly adopted the attached Amendments to the Master Declaration of Covenants, Conditions and Restrictions of STOCKBRIDGE PLANNED UNIT DEVELOPMENT, SEMINOLE COUNTY, FLORIDA, which were duly adopted at a special meeting of the Stockbridge Master Homeowners' Association, Inc., held January 14, 1992, at which a quorum was present and at which the attached Amendments were approved by the affirmative vote of two-thirds of the total vote of each class of members, pursuant to Article IX, Sections 4 and 5 of the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida, recorded in the Public Records of Seminole County at O.R. Book 1514, Page 1843, as being incident to an annexation and merger of property.

WITNESS our hands and seals this 20th day of March, 1992.

Attest:

STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.

Fred Szukala

FRED SZUKALA Secretary
237 HUNT CLUB BLVD., #201
LONGWOOD, FL 32779

By:

Joseph F. Becker

President
Joseph F. BECKER
237 HUNT CLUB BLVD., #201
LONGWOOD, FL 32779

STATE OF FLORIDA :

COUNTY OF ORANGE :

BEFORE ME, the undersigned authority, personally appeared JOSEPH F. BECKER and Fred Szukala to me personally known to be the President and Secretary, respectively, of STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., [or having produced as identification] and did ~~not~~ take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

WITNESS my hand and official Seal in the State and County last aforesaid, this 20th day of March, 1992.

Paul W. [Signature]
Notary Public, State of Florida at Large
Printed Name: PAUL W. [Signature]
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES [Signature]
RECORDED THIS [Signature]

2406 0304
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SEMINOLE CO. FL.

257634

FILED MAR 26 1992
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

RECORDED & VERIFIED:

1992 MAR 26 AM 9:25

LEGIBILITY UNSATISFACTORY
FOR SCANNING



AMENDMENTS TO THE MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STOCKBRIDGE PLANNED UNIT DEVELOPMENT
SEMINOLE COUNTY, FLORIDA

Additions indicated by underlining
Deletions indicated by strike-throughs

OFFICIAL RECORDS
BOOK PAGE
2106 0305
SEMINOLE CO. FL.

ARTICLE I
DEFINITIONS

Section 1. "Master Association" shall mean and refer to Stockbridge Master Wekiwa Reserve Homeowners' Association, Inc., a Florida corporation not for profit, as the surviving corporation as a result of a merger, its successors and assigns.

Section 3. "Common Area" shall mean all personal property and real property including the improvements thereon owned by the Master Association for the common use and enjoyment of the "Owners," whether acquired by purchase or conveyance from the Declarant, its successors or assigns, or otherwise. The Common Area is initially identified by tract on the plat of Stockbridge Unit I, as Tracts A, D, E, and G, and is subject to the dedication set forth on said plat. Tract E., as indicated on said Plat, is hereby specifically excluded from and shall not constitute a part of the Common Area. The term "Common Area" shall also include any intangible personal property acquired by the Master Association, if such property is, including but not limited to promissory notes and security interests, designated as such by the Master Association, and may include, but not be limited to, streets, roadways and paths, fences and landscape buffers around the perimeter of the Property, drainage and retention areas, buffer areas, entry feature and decor and improvements, and landscaping and any other real or personal property identified by tract as Common Area on the plat of each subsequent phase of the Stockbridge Planned Unit Development, less and except that property conveyed specifically to Villas of Stockbridge Homeowners' Association, Inc. All Common Areas are to be devoted to and intended for the common use and enjoyment of the members of the Master Association, their families, guests, persons occupying "Dwelling Units" on a guest or tenant basis, to the extent designated on recorded plats or authorized by the Board of Directors of the Master Association.

This Document Prepared By:
Paul L. Wean, Esq.
Elizabeth L. Trundle, Esq.
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, Florida 32751

LEGIBILITY UNSATISFACTORY
FOR SCANNING

ASSIGNMENT OF RIGHTS AND OBLIGATIONS
AND
ASSUMPTION OF DUTIES AND OBLIGATIONS

KNOW THAT STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, of 237 Hunt Club Boulevard, Suite 201, Longwood, Florida 32779, Assignor, in consideration of the sum of Ten Dollars (\$10.00) in hand paid by VILLAS AT STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, of 237 Hunt Club Boulevard, Suite 201, Longwood, Florida 32779, Assignee, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby assign unto the Assignee all of Assignor's right, title, interest, duties and obligations granted in that certain Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development Seminole County, Florida, found at O.R. Book 1514, page 1843, et seq. of the Public Records of Seminole County, Florida over the following described lands:

Lands indicated on the Plat of Stockbridge Unit One, found at Plat Book 28, page 79 et seq. as Tract A, Tract D, Tract F and Tract G; and

Lands indicated on the Plat of Stockbridge Unit Two, found at Plat Book 29, page 86 et seq. as Tract A, Tract D, Tract F and Tract G; and

Lands indicated on the Plat of Stockbridge Unit Three, found at Plat Book 35, page 96 et seq. as Tract A,

All located in Section 7, Township 21S, Range 29E Seminole County, Florida.

TO HAVE AND TO HOLD the same unto the Assignee, or the Assignee's administrators, legal representatives, heirs, distributees, successors and assigns, on and after the date hereof, for all the rest of the term of said Declaration, and Assignee hereby accepts and assumes all the duties and obligations set forth in said Declaration from Assignor.

MARIANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

257635
1992 MAR 26 AM 8:25

RECORDED & VERIFIED

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption this 20th day of March, 1992.

STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.

By: Joseph F. Becker President

Attest: Fred Szukala
FRED SZUKALA Secretary
237 HUNT CLUB BLVD., #201, LONGWOOD, FL 32779
STATE OF FLORIDA)
COUNTY OF ~~SEMINOLE~~)
ORANGE

237 HUNT CLUB BLVD., #201
LONGWOOD, FL 32779

THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of March, 1992, by JOSEPH F. BECKER and Fred Szukala, President and Secretary, respectively, of Stockbridge Master Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced as identification, and did (did not) take an oath.

NOTARY PUBLIC

Printed Name Paul L. Wear

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 8, 1995
BONDED THRU GENERAL INS. UND.

VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.

By: Fred Szukala President
FRED SZUKALA
237 HUNT CLUB BLVD., #201
LONGWOOD, FL 32779

Attest: Joseph F. Becker
Joseph F. BECKER Secretary
237 HUNT CLUB BLVD., #201, LONGWOOD, FL 32779
STATE OF FLORIDA)
COUNTY OF ~~SEMINOLE~~)
ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 20th of March, 1992, by Fred Szukala and JOSEPH F. BECKER, President and Secretary, respectively, of Villas of Stockbridge Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced as identification and did (did not) take an oath.

NOTARY PUBLIC

Printed Name Paul L. Wear

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 8, 1995
BONDED THRU GENERAL INS. UND.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption this 20th day of March, 1992.

STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.

By: Joseph F. Becker
Joseph F. BECKER President

Attest: Fred Szukala
FRED SZUKALA Secretary
237 HUNT CLUB BLVD., #201, LONGWOOD, FL 32779
STATE OF FLORIDA)
COUNTY OF ~~SEMINOLE~~)
ORANGE

237 HUNT CLUB BLVD., #201
LONGWOOD, FL 32779

OFFICIAL RECORDS
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PAGE

606 0307

SEMINOLE CO. FL

THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of March, 1992, by JOSEPH F. BECKER and Fred Szukala, President and Secretary, respectively, of Stockbridge Master Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me ~~or have produced~~ as identification, and did (did not) take an oath.

Paul L. Wean
NOTARY PUBLIC
Printed Name Paul L. Wean
My Commission Expires: _____
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEP 2, 1995
BONDED THRU GENERAL INS. UND.

VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.

By: Fred Szukala
FRED SZUKALA President
237 HUNT CLUB BLVD., #201
LONGWOOD, FL 32779

Attest: Joseph F. Becker
Joseph F. BECKER Secretary
237 HUNT CLUB BLVD., #201, LONGWOOD, FL 32779
STATE OF FLORIDA)
COUNTY OF ~~SEMINOLE~~)
ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 20th of March, 1992, by Fred Szukala and JOSEPH F. BECKER, President and Secretary, respectively, of Villas of Stockbridge Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me ~~or have produced~~ as identification and did (did not) take an oath.

Paul L. Wean
NOTARY PUBLIC
Printed Name Paul L. Wean
My Commission Expires: _____
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEP 2, 1995
BONDED THRU GENERAL INS. UND.

This Document Prepared By:
Paul L. Wean, Esq.
Elizabeth L. Trundle, Esq.
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, Florida 32751

OFFICIAL RECORDS
BOOK PAGE
2406 0308
SEMINOLE CO. FL.

257636

1992 MAR 26 AM 8:25

**CERTIFICATE OF APPROVAL OF
AMENDMENTS TO FIRST SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT I,
SEMINOLE COUNTY, FLORIDA**

The undersigned authorities hereby certify that the Association unit owner members and Board of Directors have duly adopted the attached Amendments to the First Supplemental Declaration of Covenants, Conditions and Restrictions of STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT I, SEMINOLE COUNTY, FLORIDA, which were duly adopted at a special meeting of the Villas of Stockbridge Homeowners' Association, Inc., held January 14, 1992, at which a quorum was present and at which the attached Amendments were approved by the affirmative vote of two-thirds of the total vote of each class of members, pursuant to Article IX, Section 4 of the First Supplemental Declaration of Covenants, Conditions and Restrictions of Stockbridge Planned Unit Development, Unit I, Seminole County, Florida, recorded at O.R. Book 1517, Page 256, of the Public Records of Seminole County, as being incident to an annexation property.

WITNESS our hands and seals this 20th day of March 1992.

Attest:

VILLAS OF STOCKBRIDGE
HOMEOWNERS' ASSOCIATION, INC.

Joseph F. Becker
Secretary
Joseph F. BECKER
STATE OF FLORIDA :

By: Fred Szukala
FRED SZUKALA President
237 HUNT CLUB BLVD, #201
LONGWOOD, FL 32779

COUNTY OF ORANGE:

BEFORE ME, the undersigned authority, personally appeared JOSEPH F. BECKER and Fred Szukala, to me personally known to be the Secretary and President, respectively, of VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., [~~or having produced~~ as identification] and did/~~did not~~ take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

WITNESS my hand and official Seal in the State and County last aforesaid, this 20th day of March, 1992.

Paul L. Wean
Notary Public, State of Florida at Large
Printed Name: Paul L. Wean
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 29, 1995
BONDED THRU GENERAL INS. UND.

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2406 0309
SEMINOLE CO. FL.

237 Hunt Club
BLVD, #201
LONGWOOD, FL
32779

AMENDMENT TO FIRST SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT ONE
SEMINOLE COUNTY, FLORIDA

Additions indicated by underlining
Deletions indicated by ~~strike-throughs~~

ARTICLE I
DEFINITIONS

The definitions contained in the Original Declaration are incorporated herein by reference. In addition, the following definitions shall be used in the context of this Declaration.

Section 2. "Common Area" shall mean all personal property and real property including the improvements thereon identified by tract on the plat of Stockbridge Unit One as Tracts A, D, F, and G, on the plat of Stockbridge Unit Two as Tracts A, D, F, and G, and on the plat of Stockbridge Unit Three as Tract A.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Villas: (1) annual assessments or charges, and (2) special assessments for capital improvements for Limited Common Areas, and (3) annual assessments or charges and special assessments for capital improvements for Common Areas, such assessments to be established and collected as hereinafter provided. However, the liability for assessments with respect to Lots owned by Declarant shall be: (1) twenty-five percent (25%) of the annual assessment or charges, and (2) twenty-five percent (25%) of the special assessments for capital improvements, provided that the Lot has no Dwelling Unit constructed thereon. So long as Declarant pays such reduced assessment for Lots owned by Declarant, Declarant shall be responsible for any funding deficiency of the Villas as a result thereof for the year in which such reduced assessment is paid. Upon the first occupancy of the previously unoccupied Dwelling Unit owned by Declarant, whether or not ownership of that Lot is retained by Declarant, the full annual and special assessments shall immediately and permanently attach to the Lot from the date of such occupancy. 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 also be the personal

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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.

Section 2. Purpose of Assessments. The assessments levied by the Villas shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Unit One Property and annexations thereto and for the improvement and maintenance of the Common Area and Limited Common Area.

ARTICLE VII
GENERAL RESTRICTIONS

Section 18. Insurance.

(a) The Villas shall keep (i) any buildings in the Common Area and Limited Common Area insured against loss by fire and the risks covered by a Standard A1 Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof, and (ii) all personal property owned by the Villas insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Villas. Insurance proceeds for improvements in the Common Area and Limited Common Area and any personal property owned by the Villas shall be payable to the Villas. In the event of any loss, damage or destruction, the Villas shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area or Limited Common Area. In the event the cost of such replacement, repair or rebuilding of improvements on the Common Area or Limited Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency of full cost thereof shall be assessed to the Owners.

(b) The Villas shall procure and keep in force public liability insurance in the name of the Villas against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area or Limited Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in indemnity against the claim of one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

ARTICLE IX
GENERAL PROVISIONS

Section 4. Annexation.

(a) Additional residential property, other property encompassed by the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida, and Limited Common Area, other than that described in subparagraph (b) below, may be annexed to the Unit One Property with the consent of two-thirds (2/3) of each class of members;

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2406 0312
SEMINOLE CO. FL.

This document prepared by:
Paul L. Wean, Esquire
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, FL 32751

2406 0299

SEMINOLE CO. FL.

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 20th day of March, 1992, by STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., of 237 Hunt Club Boulevard, Suite 201, Longwood, Florida 32779 (first party) to VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., of 237 Hunt Club Boulevard, Suite 201, Longwood, Florida 32779 (second party).

WITNESSETH, that the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party, and its successors and assigns, has in and to the following described parcels or tracts of land, situate, lying and being in the County of Seminole, State of Florida, to wit:

Those lands indicated on the Plat of Stockbridge, Unit One, at Plat Book 28, Page 79 et seq., of the Public Records of Seminole County, Florida, as Tract A, Tract D, Tract F, and Tract G; and

Those land indicated on the Plat of Stockbridge, Unit Two, at Plat Book 29, Page 86 et seq., of the Public Records of Seminole County, Florida, as Tract A, Tract D, Tract F, and Tract G; and

Those lands indicated on the Plat of Stockbridge, Unit Three, at Plat Book 35, Page 96 et seq., of the Public Records of Seminole County, Florida, as Tract A,

All located in Section 7, Township 21 South, Range 29 East, Seminole County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, its successors and assigns, whether in law or equity, to the only proper use, benefit and behalf of the said second party forever.

Documentary Tax Pd \$
Intangible Tax Pd.
Marianne Morse, Clerk Seminole
County By: D.C.

257632
MAR 26 1992
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY FL.

RECORDED & VERIFIED
1992 MAR 26 AM 8:24

2406 0300

SEMINOLE CO. FL

IN WITNESS WHEREOF, first party has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

STOCKBRIDGE MASTER
HOMEOWNERS' ASSOCIATION, INC.

Martha J. Patterson
Paul L. Wean
Lucretia Ripenberger

By: Joseph F. Becker President
JOSEPH F. BECKER
237 HUNT CLUB BLVD, #201
LONGWOOD, FL 32779

901 N. LAKE DESTINY DR., #145, MAITLAND, FL 32751

Paul L. Wean
Lucretia Ripenberger
Martha J. Patterson

Attest: Fred Szukala Secretary
FRED SZUKALA
237 HUNT CLUB BLVD, #201
LONGWOOD, FL 32779

901 N. LAKE DESTINY DR., #145, MAITLAND, FL 32751

STATE OF FLORIDA)
COUNTY OF ~~SEMINOLE~~)
ORANGE

THE FOREGOING instrument was acknowledged before me this 20th
day of March, 1992, by JOSEPH F. BECKER
and Fred Szukala, President and Secretary, respec-
tively, of Stockbridge Master Homeowners' Association, Inc., a
Florida not-for-profit corporation, on behalf of the corporation.
They are personally known to me or have produced
as identification and did (did not) take
an oath.

Paul L. Wean
NOTARY PUBLIC
Printed Name Paul L. Wean

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT 29, 1995
BONDED THRU GENERAL INS. UND.

This Document Prepared By:
Paul L. Wean, Esq.
Elizabeth L. Trundle, Esq.
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, Florida 32751

PERIMETER WALL/FENCE MAINTENANCE AGREEMENT

THIS AGREEMENT made this 20th day of March 1992, by and between WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC. (hereinafter Wekiva), of (address) and VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC. (hereinafter Villas), of (address),

WHEREAS, Wekiva and Villas are part of the Stockbridge Planned Unit Development in Seminole County, Florida; and

WHEREAS, Wekiva is the surviving corporation in the merger between Wekiva and Stockbridge Master Homeowners' Association, Inc. (hereinafter Master); and

WHEREAS, Villas is the Assignee of certain rights and obligations from Master and the recipient of certain lands conveyed by Master, and has agreed to assume and accept duties and obligations from Master; and

WHEREAS, a perimeter wall/fence (hereinafter collectively referred to as either "the wall" or "the perimeter wall") exists between certain lots in Wekiva Reserve and Villas at Stockbridge, which wall has been the subject of maintenance under the terms of the Master Declaration by the Master, but which wall excludes the lattice fence now or hereafter constructed or reconstructed on or adjacent to Lot 193, Villas of Stockbridge, which is owned by and shall be the sole responsibility of the owners of such Lot 193; and

WHEREAS, Villas and Wekiva have agreed to assume the maintenance of the perimeter wall that was heretofore the responsibility of Master; and

WHEREAS, the parties desire to establish the maintenance and insurance responsibilities between them for the wall.

NOW, THEREFORE, in consideration of the mutual promises herein expressed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The perimeter wall that is the subject of this Agreement is the fence/wall which runs from the Foxwood subdivision to Line Drive and is commonly referred to as the "dividing line" fence/wall (but which fence/wall excludes the lattice fence now or hereafter constructed or reconstructed on or adjacent to Lot 193, Villas of Stockbridge, which is owned by and shall be the sole responsibility of the owners of such Lot 193), meaning and intending to refer to the wall/fence structure(s) that exists North of Lots 174 through 194, as shown on the Plat of Stockbridge Unit Three, as recorded at Plat Book 35, Pages 96 and 97, and South of Lots 196 through 213 and Tract B as shown on the Plat of Wekiva Reserve Unit Four, as recorded at Plat Book 42, Page 22, and South of Lots 158 through 149 and Tract B as shown on the Plat of Wekiva Reserve Unit Three,

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CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

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as recorded at Plat Book 37, Page 89; all of the Public Records of Seminole County, Florida.

2. The maintenance, repair and replacement of said wall, shall be shared equally between Wekiva and Villas, and the cost thereof shall be split equally as well, including, but not limited to the cost of any insurance. Either party shall have a right of contribution from the other for any expense associated with preservation or protection of the wall. In the event of any controversy between them resulting in court action to enforce the rights and obligations of the parties hereto, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees for such proceedings, including any appellate or administrative proceedings.

3. Notwithstanding the foregoing paragraph, each association shall be solely responsible for painting the side of the wall facing the property within that association. The cost of such painting shall also be the sole responsibility of the association undertaking the painting of its face of the wall.

4. Each association shall maintain insurance coverages of the type required by the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, as recorded in O. R. Book 1514, Page 1843, of the Public Records of Seminole County, and all amendments thereto, which insurance coverage for each association shall include the perimeter wall in its entirety. In the event of loss or claim involving such insurance, the terms of said policies shall govern the rights and responsibilities of the parties; or if none, or in the event of conflicting provisions, it is the parties' intent that each policy shall be equally implicated, jointly and severally.

5. This agreement shall become effective upon recording in the Public Records of Seminole County, Florida.

WHEREFORE, THE PARTIES HERETO have set their hands and seals as of the date above written.

VILLAS OF STOCKBRIDGE
HOMEOWNERS' ASSOCIATION, INC.

By: Fred Szukala
FRED SZUKALA President
Attest: 237 HUNT CLUB BLVD, #201
LONGWOOD, FL 32779

Joseph F. Becker
Joseph F. Becker Secretary
237 Hunt Club Blvd, #201
LONGWOOD, FL 32779

WEKIVA RESERVE
HOMEOWNERS' ASSOCIATION, INC.

By: Barbara L. Bradley
Barbara L. Bradley President
Attest: 237 HUNT CLUB BLVD, #201
LONGWOOD, FL 32779

Dan S. Davison
DAN S. DAVISON Secretary
237 Hunt Club Blvd, #201
LONGWOOD, FL 32779

SEMINOLE CO. FL.

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STATE OF FLORIDA)
COUNTY OF ORANGE)

ss:

BEFORE ME, the undersigned authority, personally appeared Fred Szukala and JOSEPH F. BECKER to me personally known to be the President and Secretary, respectively, of VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., ~~or~~ having produced _____ as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 20th day of March, 1992.

Paul L. Wean
Notary Public, State of Florida at Large.
Printed Name: Paul L. Wean
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT 29, 1995
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
COUNTY OF ORANGE)

ss:

BEFORE ME, the undersigned authority, personally appeared BARBARA L. BRADLEY and DAN S. DAVISON, to me personally known to be the President and Secretary, respectively, of WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC., ~~or~~ having produced _____ as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 20th day of March, 1992.

Paul L. Wean
Notary Public, State of Florida at Large.
Printed Name: Paul L. Wean
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT 29, 1995
BONDED THRU GENERAL INS. UND.

This Document Prepared By:
Paul L. Wean, Esq.
Elizabeth L. Trundle, Esq.
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, Florida 32751

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QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 28 day of May, 1992, by WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC., successor by merger to STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., of 237 Hunt Club Blvd., Suite 201, Longwood, FL 32779 (first party) to VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., of 237 Hunt Club Boulevard, Suite 201, Longwood, Florida 32779 (second party).

WITNESSETH, that the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party, and its successors and assigns, has in and to the following described parcels or tracts of land, situate, lying and being in the County of Seminole, State of Florida, to wit:

Commence at the Southeasterly corner of Tract "E", Stockbridge Unit One, as recorded in Plat Book 28, Pages 79 and 80, of the Public Records of Seminole County, Florida, said point also being the Southwesterly corner of the Florida Power Corporation Piedmont Substation site; thence run N 44° 46' 14" E. along the Easterly line of said Stockbridge Unit One, a distance of 275.99 feet for a Point of Beginning; thence continue N 44° 46' 14" E, along said line a distance of 262.53 feet; thence S 12° 05' 24" W, a distance of 92.60 feet; thence S 44° 46' 14" W, parallel with said Easterly line of Stockbridge Unit One, a distance of 122.09 feet; thence S 83° 25' 49" W, a distance of 80.04 feet to the Point of Beginning; containing 9615.37 square feet or 0.2207 acres more or less.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, its successors and assigns, whether in law or equity, to the only proper use, benefit and behalf of the said second party forever.

Documentary Tax Pd. \$ 604

Intangible Tax Pd. _____

Clerk Seminole

County By: DC

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IN WITNESS WHEREOF, first party has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Maria Stone
Print MARIA STONE
Ray Smith
Print RAY SMITH

WEKIVA RESERVE
HOMEOWNERS' ASSOCIATION, INC.
Successor by Merger to
STOCKBRIDGE MASTER HOMEOWNERS
ASSOCIATION, INC.

By: Barbara L. Bradley
Print: Barbara L. Bradley
President
2881 Candela Ct., Apopka, FL
Address 32703
(CORPORATE SEAL)

Albert L. Huskey
Print Albert L. Huskey
Linda Oberwise
Print LINDA OBERWISE

ATTEST:

By: Dan Davison
Print: DAN DAVISON
Secretary
2844 Haabone Court, Apopka, FL 32703
Address

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

BEFORE ME, the undersigned authority, personally appeared Barbara Bradley and Dan Davison, to me personally known to be the President and Secretary, respectively, of WEKIVA RESERVE HOMEOWNERS' ASSOCIATION, INC., Successor by Merger to Stockbridge Master Homeowners' Association, Inc., or having produced Drivers licenses as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 28 day of May, 1992.

Norma R. DeNeau
Notary Public, State of Florida at Large.
Printed Name: NORMA R. DE NEAU
My commission expires: NORMA R. DE NEAU

Notary Public, State of Florida
My comm. expires July 5, 1995
Comm. No. CC 117265

This Document Prepared By:
PAUL L. WEAN, Esquire
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, Florida 32751

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ARTHUR H. BECKWITH, JR.
Clerk of Courts Seminole Co. FL

By: JCL

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT
SEMINOLE COUNTY, FLORIDA

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, SEMINOLE COUNTY, FLORIDA (hereinafter referred to as the "Declaration"), made on the date hereinafter set forth by FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, with the principal mailing address of Suite 400, 101 Wymore Road, Altamonte Springs, Seminole County, Florida (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the sole record owner in fee simple of certain real property (hereinafter referred to as the "Property") located in Seminole County, Florida, which is more particularly described on Exhibit "A" attached hereto; and

WHEREAS, the Declarant desires to develop the Property into a planned unit development to be known as the Stockbridge Planned Unit Development; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in Stockbridge Planned Unit Development, and for the maintenance of recreation areas, open space, green belt areas, recreational amenities, roadways and parking areas and other common facilities as may be specifically designated on the plat of Stockbridge Planned Unit Development and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof; and

WHEREAS, the Declarant intends to develop the Property in one or more phases, each of which phases may have densities of development and forms of ownership different than other phases; and

WHEREAS, the Declarant has deemed it desirable, for the

EXHIBIT A

(a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) On December 31, 1990.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for Membership under Article III, Section 1.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Master Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. However, the liability for assessments with respect to each platted Lot owned by Declarant shall be: (1) twenty-five percent (25%) of the annual assessment or charges, and (2) twenty-five percent (25%) of the special assessments for capital improvements, provided that the Lot has no Dwelling Unit constructed thereon. So long as Declarant pays such reduced assessment for Dwelling Units or Lots owned by Declarant, Declarant shall be responsible for any funding deficiency of the Master Association as a result thereof for the year in which such reduced assessment is paid. Upon the first occupancy of the previously unoccupied Dwelling Unit owned by Declarant, whether or not ownership of that Lot is retained by Declarant, the full annual and special assessments shall immediately and permanently attach to the Lot from the date of such occupancy. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the

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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 also 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.

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment by the Master Association shall be ONE HUNDRED SEVENTY-TWO AND 20/100 DOLLARS (\$172.20) per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Master Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Master 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 upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 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 or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 1, above and may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which period shall begin on January 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. An invoice from the Master Association shall

constitute satisfactory written notice. The due dates shall be established by the Board of Directors. The Master Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Master Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Master Association as to the status of assessments on a Lot is binding upon the Master Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Master Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Master Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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 became 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 V

ARCHITECTURAL CONTROL

Section 1. Review by Architectural Review Committee. No building, fence, wall, pool, landscaping or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made unless it is in compliance with the zoning code of

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**CERTIFICATE OF APPROVAL OF
AMENDMENTS TO THE BY-LAWS OF
VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.**

The undersigned authorities hereby certify that the Association unit owner members and Board of Directors have duly adopted the attached Amendments to the By-Laws of VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., which were duly adopted at a special meeting of the Villas of Stockbridge Homeowners' Association, Inc., held January 14, 1992, at which a quorum was present and at which the attached Amendments were approved by the affirmative vote of two-thirds of the total vote of each class of members, pursuant to Article IX, Section 4 of the First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit I, Seminole County, Florida, recorded in the Public Records of Seminole County at O.R. Book 1517, Page 256; and pursuant to Article XIII of the By-Law of Villas of Stockbridge Homeowners' Association, Inc., as being incident to an annexation of property.

WITNESS our hands and seals this 20th day of March
1992.

Attest:

VILLAS OF STOCKBRIDGE
HOMEOWNERS' ASSOCIATION, INC.

Joseph F. Becker
Secretary
Joseph F. Becker
217 Kittery Lane
Apopka, FL 32703

By: Fred Szukala
FRED SZUKALA President
545 Portland Circle
Apopka, FL 32703

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SEMINOLE CO. FL

STATE OF FLORIDA :

COUNTY OF ORANGE :

BEFORE ME, the undersigned authority, personally appeared JOSEPH F. BECKER and Fred Szukala, to me personally known to be the Secretary and President, respectively, of VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., [or having produced _____ as identification] and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

WITNESS my hand and official Seal in the State and County last aforesaid, this 20th day of March, 1992.

Paul L. Wean
Notary Public, State of Florida at Large.
Printed Name: Paul L. Wean
My commission expires:

AMENDMENTS TO THE BYLAWS
VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.

Additions indicated by underlining
Deletions indicated by ~~strike-throughs~~

ARTICLE II
DEFINITIONS

Section 3. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the owners, and specifically shall refer to all properties defined as Common Area in the First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit One, as recorded at O.R. Book 1517, Page 0256 of the Public Records of Seminole County, as the same has or shall be supplemented or amended from time to time.

Section 7. "Supplemental Declaration" shall mean and refer to the First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development Unit One, Seminole County, Florida recorded in Official Records Book 1517, Page 0256, Public Records of Seminole County, Florida, as same has or shall be amended from time to time.

Section 9. "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, as recorded in O. R. Book 1514, Page 1843, of the Public Records of Seminole County, and all amendments thereto.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(c) Exercise for the Association all powers, duties and authority vested in or delegated, or assigned to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, the Master Declaration, or the Supplemental Declaration;

(f) Assume and accept all the duties, rights, obligations, and privileges of the Master Association as set forth in the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, over the properties as defined in the Supplemental Declaration, as amended, and the Articles of Incorporation, as supplemented from time to time, and as assigned by the Master Association to the Association.

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Section 2. Duties. It shall be the duty of the Board of Directors to:

(c) As more fully provided in the Master Declaration and the Supplemental Declaration to:

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Master Declaration, the Supplemental Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Master Declaration and the Supplemental Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability from the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

This Document Prepared By:
Paul L. Wean, Esq.
Elizabeth L. Trundle, Esq.
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, Florida 32751

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CERTIFICATE OF APPROVAL OF
AMENDMENTS TO THE BY-LAWS OF
VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.

The undersigned authorities hereby certify that the Association unit owner members and Board of Directors have duly adopted the attached Amendments to the By-Laws of VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., which were duly adopted at the annual meeting of the Villas of Stockbridge Homeowners' Association, Inc., held March 23, 1992 at which quorum was present and at which the attached Amendments were approved by a vote of a majority of a quorum of all members, voting in person or by proxy, pursuant to Article XIII, Section 1 of the By-Laws of Villas of Stockbridge Homeowners' Association, Inc.

WITNESS our hands and seals this 13th day of April, 1992.

Attest:

VILLAS OF STOCKBRIDGE
HOMEOWNERS' ASSOCIATION, INC.

Joseph F. Becker
(Signature) Secretary

Fred Szukala
(Signature) President

Joseph F. Becker
(Printed Name) 217 Kittery Lane
Apopka, FL 32703

FRED SZUKALA
(Printed Name) 545 Portland Circle
Apopka, FL 32703

STATE OF FLORIDA)

COUNTY OF ~~ORANGE~~ Seminole

BEFORE ME, the undersigned authority, personally appeared Joseph F. Becker and Fred Szukala, to me personally known to be the Secretary and President, respectively, of VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., (or having produced a driver's license as identification) and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

WITNESS my hand and official Seal in the State and County last aforesaid, this 13th day of April, 1992.

NOTARY PUBLIC-STATE OF FLORIDA

By: Norma R. DeNeau
(Signature)

Norma R. DeNeau
(Printed Name)

Prepared by:
John A. Leklem, Esquire
Sparks, Cooper & Leklem, P.A.
P.O. Drawer 1271
Orlando, FL 32802

NORMA R. DE NEAU
Notary Public, State of Florida
My comm. expires July 5, 1995
Comm. No. CC 117285

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CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL

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AMENDMENTS TO THE BY-LAWS OF
VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.

Additions indicated by underlining.

Deletions indicated by ~~strike throughs~~.

ARTICLE IV

BOARD OF DIRECTORS: Selection; term of office

Section 1. Number. The affairs of this Association shall be managed by a Board of ~~three~~ five (3 5) Directors who need not be members of the Association.

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MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.
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**CERTIFICATE OF APPROVAL OF
PROPOSED AMENDMENT TO THE BY-LAWS OF**

VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.

The undersigned authorities hereby certify that the Association members duly adopted the attached Amendment to the By-Laws in accordance with Article XIII of the Restated By-Laws of Villas of Stockbridge Homeowners' Association, Inc., at a duly called Special Meeting of the membership held on September 7, 1994, at which a quorum was present and at which the attached Amendment was approved by the affirmative vote of a majority of a quorum of all members voting in person or by proxy.

WITNESS our hands and seals this 25th day of October, 1994.

Attest:

VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.

Raymond Miller
Print Raymond Miller
Raymond Miller, Secretary

By Robin L. Webb
Print Robin Webb
Robin Webb, President
Address 5410 Harvard Dr

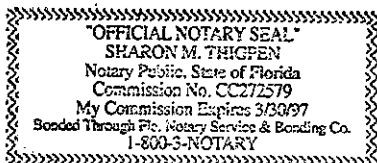
STATE OF FLORIDA :

(CORPORATE SEAL)

COUNTY OF Seminole:

BEFORE ME, the undersigned authority, personally appeared Raymond Miller and Robin L. Webb, to me personally known to be the Secretary and the President, respectively, of Villas of Stockbridge Homeowners' Association, Inc., or having produced _____ as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

WITNESS my hand and official Seal in the State and County last aforesaid, this 25th day of October, 1994.



Sharon M. Thigpen
Notary Public, State of Florida at Large.
Printed Name: Sharon M. Thigpen
My commission expires: 3-30-97

Re Becker & Taliaferro

This Instrument Prepared By:
HELENA GUTIERREZ MALCHOW, Esquire
Becker & Poliakoff, P.A.
Suite 145, 901 N. Lake Destiny Drive
Maitland, FL 32751

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SEMINOLE CO. FL.

PROPOSED AMENDMENT TO
RESTATED BY-LAWS OF
VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.

Additions indicated by **bold underlining**.
Deletions indicated by ~~strike-throughs~~.

Article VII, Section 1 of the Restated Bylaws,

(g) Levy reasonable fines against a lot owner for failure of the owner, or any occupant, licensee, or invitee, to comply with any provision of these Bylaws, the Articles of Incorporation, the Master Declaration, the Supplemental Declaration or any rules and regulations promulgated by the Association. No fine shall be levied until notice of the violation and an opportunity for a hearing has been given.

This Instrument Prepared By:
Helena G. Malchow, Esquire
Becker & Poliakoff, P.A.
Suite 145, 901 N. Lake Destiny Drive
Maitland, FL 32751

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RESTATED BYLAWS

OF

VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32701, but meeting of members and directors may be held at such places within the State of Florida, County of Seminole, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the First Supplemental Declaration of Covenants, Conditions and Restrictions referred to in Section 7 of this Article II, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the owners, and specifically shall refer to all properties defined as Common Area in the First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit One, as recorded at O.R. Book 1517, Page 0256 of the Public Records of Seminole County, as the same has or shall be supplemented or amended from time to time.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 6. "Declarant" shall mean and refer to FLORIDA RESIDENTIAL COMMUNITIES, INC., its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped lot from the Declarant for the purpose of development.

Section 7. "Supplemental Declaration" shall mean and refer to the First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development Unit One, Seminole County, Florida recorded in Official Records Book 1514, Page 0256, Public Records of Seminole County, Florida, as same has or shall be amended from time to time.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Supplemental Declaration.

Section 9. "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, as recorded in O.R. Book 1514, Page 1843, of the Public Records of Seminole County, and all amendments thereto.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the directions of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting, to each member entitled to vote there at, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day

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and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote there at shall have power to adjourn the meeting from time to time, subject to the same notice requirement.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one (1) year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

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ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members of their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

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ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated, or assigned to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, the Master Declaration, or the Supplemental Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(f) Assume and accept all the duties, rights, obligations, and privileges of the Master Association as set forth in the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, over the properties as defined in the Supplemental Declaration, as amended, and the Articles of Incorporation, as supplemented from time to time, and as assigned by the Master Association to the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

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(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Master Declaration and the Supplemental Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. Any two (2) or more offices may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

- (a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign

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all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the premises in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX COMMITTEES

The Association shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Master Declaration, the Supplemental Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the

principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Master Declaration and the Supplemental Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability from the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., CORPORATION NOT FOR PROFIT.

ARTICLE XIII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Membership, by a vote of a majority of a quorum of all members voting in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Supplemental Declaration and these Bylaws, the Supplemental Declaration shall control.

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ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, I, being the President of VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., have hereunto set hands this 9th day of November, 1994.

Norma R. Dejean.
Norma R. Dejean

Robin J. Webb
ROBIN WEBB, President

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STATE OF FLORIDA)
COUNTY OF SEMINOLE)

BEFORE ME, the undersigned authority, personally appeared ROBIN WEBB to me personally known to be the President of VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., or having produced as identification and did/did not take an oath, and she acknowledged before me that she freely and voluntarily executed the same as such officer, under authority vested in her by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 9th day of November, 1994.

Norma R. Dejean
Notary Public, State of Florida at Large.
Printed Name: _____
My commission expires: _____

NORMA R. DE NEAU
Notary Public, State of Florida
My comm expires July 5, 1995
Comm No CC 114265

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CERTIFICATION

I, the undersigned, do hereby certify:

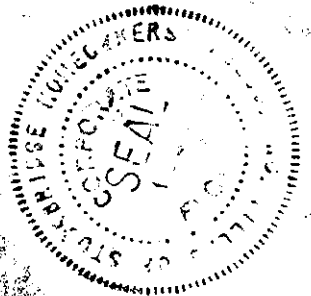
THAT I am the duly elected and acting secretary of the VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit; and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 18th day of January, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 9th day of November, 1994.

Raymond A Miller
RAYMOND MILLER, Secretary

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RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ANNEXING CERTAIN REAL PROPERTY INTO
STOCKBRIDGE PLANNED UNIT DEVELOPMENT, STOCKBRIDGE MASTER
HOMEOWNERS' ASSOCIATION, INC., AND VILLAS OF
STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.,
FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT TWO,
SEMINOLE COUNTY, FLORIDA

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ANNEXING CERTAIN REAL PROPERTY INTO STOCKBRIDGE
PLANNED UNIT DEVELOPMENT, STOCKBRIDGE MASTER HOMEOWNERS'
ASSOCIATION, INC. AND VILLAS OF STOCKBRIDGE HOMEOWNERS'
ASSOCIATION, INC., FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT
TWO, SEMINOLE COUNTY, FLORIDA (hereinafter referred to as the
"Declaration"), made on the date hereinafter set forth by FLORIDA
RESIDENTIAL COMMUNITIES, INC., a Florida corporation, with the
principal mailing address of 101 Wymore Road, Suite 400, Altamonte
Springs, Seminole County, Florida 32750 (hereinafter referred to as
"Declarant").

W I T N E S S E T H:

WHEREAS, Declarant has developed certain real property
(hereinafter referred to as the "Property"), located in Seminole
County, Florida, which is more particularly described on Exhibit
"A" attached hereto, into the initial phase of the planned unit
development known as Stockbridge Planned Unit Development; and

WHEREAS, Declarant established certain covenants and
restrictions on the Property by virtue of that certain Master
Declaration of Covenants, Conditions and Restrictions for

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Declarant & Poliakoff

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Stockbridge Planned Unit Development, Seminole County, Florida (hereinafter referred to as the "Master Declaration") dated December 29, 1983 and recorded on January 3, 1984 in Official Records Book 1514, Page 1843, Public Records of Seminole County, Florida; and

WHEREAS, Declarant established certain other covenants and restrictions on the Property by virtue of that certain First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit One, Seminole County Florida (hereinafter referred to as the "Unit One Declaration"), dated January 10, 1984 and recorded on January 13, 1984 in Official Records Book 1517, Page 0256, Public Records of Seminole County, Florida; and

WHEREAS, Article IX, Section 4(b) of the Master Declaration and Article IX, Section 4(b) of the Unit One Declaration both provide that when additional land is annexed, Declarant shall file a Supplemental Declaration among the Public Records of Seminole County, Florida, which Supplemental Declaration shall reference the Master Declaration and the Unit One Declaration, and which need not be executed by any existing Owners (as that term is defined in the Master Declaration) other than Declarant; and

WHEREAS, Declarant is the sole record owner in fee simple of certain real property (hereinafter referred to as the "Annexed Property") located in Seminole County, Florida, which is more

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particularly described on Exhibit "B" attached hereto, and which land is within the area described on Exhibit "B" attached to the Master Declaration and Exhibit "B" attached to the Unit One Declaration; and

WHEREAS, Declarant intends to develop the Annexed Property into an additional Unit of Stockbridge Planned Unit Development, and subject the Annexed Property to the terms and provisions of the Master Declaration and the Unit One Declaration; and

WHEREAS, Declarant is a Class B Member of both the Stockbridge Master Homeowners' Association, Inc. and the Villas of Stockbridge Homeowners' Association, Inc.

NOW THEREFORE, Declarant declares as follows:

A. That the Annexed Property shall be and become an additional unit of Stockbridge Planned Unit Development and Unit One thereof and shall be referred to as "Stockbridge Planned Unit Development Unit Two, Seminole County, Florida.

B. That the Annexed Property and all owners thereof shall be subject to the terms of the Master Declaration and the Unit One Declaration.

C. That the Owners of any Lots (as those terms are defined in the Master Declaration) in the Annexed Property shall, for all intents and purposes, be deemed to be members of the Stockbridge Master Homeowners' Association, Inc. in accordance with the terms and provisions of the Villas of Stockbridge Homeowners'

Association, Inc., in accordance with the terms and provisions of the Unit One Declaration.

D. That in accordance with the terms and provisions of the Master Declaration and the Unit One Declaration, Declarant shall record among the Public Records of Seminole County, Florida, a Supplemental Declaration for the annexed Property, which shall reference this Declaration and shall set forth such special provisions and restrictions which apply only to the Annexed Property, and which may set forth any other matters not disallowed by the Master Declaration of the Unit One Declaration.

IN WITNESS WHEREOF, VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC. has caused its seal to be hereunto affixed and these presents to be signed by its President and Secretary, thereunto duly authorized, this 9th day of November, 1994.

Signed, sealed and delivered
in the presence of:

DAN DUROCHER
Print D E E

Print _____

VILLAS OF STOCKBRIDGE HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
Print ROD L. WEBB

President

540 HARVARD PLACE, APOPKA
Address

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ATTEST:

By: Raymond A Miller
Print RAYMOND A MILLER
Secretary

307 WYMOUTH CT
Address

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF Seminole

BEFORE ME, the undersigned authority, personally appeared ROBIN WEBB and RAYMOND MILLER to me personally known to be the President and Secretary, respectively, of VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., or having produced _____ as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 9th day of November, 1994.

Norma R Deneau
Notary Public, State of Florida at Large.
Printed Name: _____
My commission expires: _____

NORMA R. DENEAU
Notary Public, State of Florida
My comm. expires July 5, 1995
Comm No CC 117265

This Instrument Prepared By:
PAUL L. WEAN, ESQUIRE
Becker & Poliakoff, P.A.
Suite 145, 901 N. Lake Destiny Drive
Maitland, FL 32751

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VILLAS OF STOCKBRIDGERESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT,
UNITS ONE AND TWO, SEMINOLE COUNTY, FLORIDA

SEMINOLE CO. FL.

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THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNITS ONE AND TWO, SEMINOLE COUNTY, FLORIDA, for the Villas of Stockbridge (hereinafter referred to as the "Declaration"), made on the date hereinafter set forth restates the covenants, conditions and restrictions contained in a First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit One, Seminole County, as recorded with the Public records of Seminole County at O.R. Book 1517, Page 0256 (as amended from time to time), and a Supplemental Declaration of Covenants, Conditions and Restrictions Annexing Certain Real Property into Stockbridge Planned Unit Development , Stockbridge Master Homeowners' Association, Inc., For Stockbridge Planned Unit Development, Unit Two, Seminole County, Florida, as recorded with the Public Records of Seminole County at O.R. Book 1541, Page 0093, and a Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida, as recorded with the Seminole County Public Records at O.R. Book 1514, Page 1843 (as later modified by an Assignment of Rights and Assumption of Duties and Obligations, recorded at O.R. Book 2406, Page 0306), all as originally prepared by FLORIDA RESIDENTIAL

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Dr. Baker & Biology

COMMUNITIES (hereinafter referred to as "Declarant"). This document consolidates all of the Covenants, Conditions and Restrictions binding the properties referred to in the foregoing documents and incorporates all existing amendments thereto for ease of reference.

W I T N E S S E T H:

WHEREAS, Declarant is the sole record owner in fee simple of certain real property (hereinafter referred to as the "Phase One Property") located in Seminole County, Florida, which is more particularly described on Exhibit "A" attached hereto; and

WHEREAS, the Declarant desires to develop the Phase One Property as a phase of the Planned Unit Development known as the Stockbridge Planned Unit Development and intends to develop additional parcels or sections of the Stockbridge Planned Unit Development which shall become part of the Phase One Property by virtue of the Supplemental Declaration as more specifically set forth hereafter; and

WHEREAS, Declarant has previously caused to be recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida (hereinafter referred to as the "Original Declaration"), recorded January 4, 1984, in Official Records Book 1514, Page 1843, Public Records of Seminole County, Florida; and

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WHEREAS, Declarant has incorporated the Phase One Property into the Stockbridge Planned Unit Development as set forth in Article IX, Section 4(b) of the Original Declaration which provides for the preservation of the values and amenities of the Phase One Property, and for the maintenance of recreation areas, open space, green belt areas, recreational amenities, roadways and parking areas and other common facilities as may be specifically designated on the plat of Stockbridge Planned Unit Development, Phase One, and to this end, has heretofore subjected the Phase One Property to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration and does hereby subject the Phase One Property to those covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Phase One Property and each subsequent owner of all or part thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in Stockbridge Planned Unit Development, Phase One, to create a homeowners' association to which should be delegated and assigned the powers of maintaining and administering the Limited Common Area properties and facilities (as hereinafter defined) within Stockbridge Planned Unit Development, Phase One; administering and enforcing these covenants and restrictions; and collecting and disbursing the assessments and charges hereinafter created; and

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WHEREAS, Declarant has incorporated under the laws of the State of Florida, a Subassociation as defined in the Original Declaration, which Subassociation is known as the VILLAS STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation (hereinafter referred to as the "Villas"), for the purpose of exercising the functions aforesaid; and

WHEREAS, in addition to being members of the Villas, the homeowners in STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT ONE, are also members of the Master Association as defined in the Original Declaration;

NOW THEREFORE, Declarant declares that all of the Unit One Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Original Declaration and the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Unit One Property and be binding on all parties having any right, title or interest in the Unit One Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The definitions contained in the Original Declaration are incorporated herein by reference. In addition, the following

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definitions shall be used in the context of this Declaration.

Section 1. "Limited Common Area" shall mean all personal property and real property including the improvements thereon owned by the Villas for the common use and enjoyment of the Owners Lots in the Unit One Property, whether acquired by the Villas purchase or conveyed to the Villas by the Declarant or otherwise acquired. The Limited Common Area is identified by tract on the plat of the Stockbridge Planned Unit Development, Unit One, as Tracts B and C, and is subject to the dedication set forth on said plat. The term "Limited Common Area" shall also include any intangible personal property acquired by the Villas, including but not limited to promissory notes and security instruments, if such property is designated as such by the Villas. All Limited Common Areas are to be devoted to and intended for the common use and enjoyment of the members of the Villas, their families, guests, persons occupying Dwelling Units on a guest or tenant basis, and to the extent designated on recorded plats or authorized by the Board of Directors of the Villas.

Section 2. "Common Area" shall mean all personal property and real property including the improvements thereon identified by tract on the plat of Stockbridge Unit One as Tracts A, D, F, and G, on the plat of Stockbridge Unit Two as Tracts A, D, F, and G, and on the plat of Stockbridge Unit Three as Tract A.

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ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Limited Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Villas to charge reasonable admission and other fees for the use of any recreational facility situated upon the Limited Common Area;

(b) The right of the Villas to suspend the voting rights and right to use of the recreational amenities 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.

(c) The right of the Villas to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Villas. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members of the Villas has been recorded.

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Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Limited Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Villas. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Villas shall have two classes of voting Membership:

Class A. Class A Members 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 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:

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(a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) On December 31, 1990.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for Membership under Article III, Section 1.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Villas: (1) annual assessments or charges, and (2) special assessments for capital improvements for Limited Common Areas, and (3) annual assessments or charges and special assessments for capital improvements for Common Areas, such assessments to be established and collected as hereinafter provided. However, the liability for assessments with respect to Lots owned by Declarant shall be: (1) twenty-five percent (25%) of the annual assessment or charges, and (2) twenty-five percent (25%) of the special assessments for capital improvements, provided that the Lot has no Dwelling Unit

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constructed thereon. So long as Declarant pays such reduced assessment for Lots owned by Declarant, Declarant shall be responsible for any funding deficiency of the Villas as a result thereof for the year in which such reduced assessment is paid. Upon the first occupancy of the previously unoccupied Dwelling Unit owned by Declarant, the full annual and special assessments shall immediately and permanently attach to the Lot from the date of such occupancy. 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 also 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.

Section 2. Purpose of Assessments. The assessments levied by the Villas shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Unit One Property and annexations thereto and for the improvement and maintenance of the Common Area and Limited Common Area.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to

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an Owner, the maximum annual assessment shall be ONE HUNDRED FIFTY-ONE AND 80/100 DOLLARS (\$151.80) per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Villas may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Villas 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 upon the Limited Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the

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votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 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 or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 1, above and may be collected on a monthly, quarterly, semi-annual or annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Limited Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against such Lot at least thirty (30) days in advance of each annual assessment period, which period shall begin on January 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. An invoice from the

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Villas shall constitute satisfactory written notice. The due dates shall be established by the Board of Directors of the Villas. The Villas shall, upon demand, and for a reasonable charge, furnish certificate signed by an officer of the Villas setting forth whether the assessments on a specified Lot have been paid. properly executed Certificate of the Villas as to the status of assessments on a Lot is binding upon the Villas as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Villas. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Villas may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Limited Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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 became due prior to such sale or transfer. No sale

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or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

VILLAS ARCHITECTURAL CONTROL

Section 1. Review by Villas Architectural Review Committee.

No building, fence, wall, pool, landscaping or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made unless it is in compliance with the zoning code of Seminole County, Florida and other applicable regulations and unless and 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 external design and location in relation to surrounding structures and topography by the Villas Architectural Review Committee (Villas ARC).

Section 2. Procedure for Review. Any Owner needing the approval of the Villas ARC shall deliver an application or request for action to the Villas ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with a floor plan, elevation plan, landscaping plan, site clearing plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the Villas ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by

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a written instrument, and served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations for changes to gain approval. In the event the Villas ARC takes no action on the application or request within the thirty (30) day period, then the application or request shall be deemed to be accepted.

Section 3. Composition of Villas Architectural Review Committee. The Villas shall have at least three (3) members who shall initially be appointed by the Declarant. The members appointed to the Villas ARC do not need to be Owners. So long as the Declarant maintains a controlling vote of the membership of the Association under the terms of Article II of this Declaration, the Declarant shall be entitled to appoint all members of the Villas ARC and any successor members; provided, however, the Declarant shall at any time have the right to waive its right to appoint the members of the Villas ARC. The members of the Villas ARC shall be appointed for staggered three (3) year terms, provided, however, the initial members of the Villas ARC appointed by the Declarant shall serve so long as Declarant has the right to appoint all members of the Villas ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the Villas ARC, the Declarant shall promptly appoint a successor member of the Villas ARC who shall serve at the pleasure of the Declarant.

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After the end of the term during which the Declarant may appoint all the members of the Villas ARC, a majority of the Owners of Lots on the Property shall have the right to appoint the members of the Villas ARC. The Owners shall so appoint the members of the Villas ARC by ballot after ten (10) days' written notice given by the then existing Villas ARC that the Owners have the right to appoint members. Failure by any Owner to vote on membership of the Villas ARC shall not in any way affect the validity of the appointment of a member of the Villas ARC. The first Villas ARC appointed by the Owners shall have three (3) members, one with a term of one (1) year, one with a term of two (2) years and one with a term of three (3) years. Each year thereafter the Villas ARC shall provide a ten (10) day written notice to the Owner of Lots on the Property of the need to elect a new Villas ARC member upon expiration of the term of a then existing Villas ARC member. No meeting shall be required for the initial appointment of members to the Villas ARC by the Owners or for any subsequent election and the person receiving the largest number of votes shall be elected to serve for a three (3) year term. The written notice from the Villas ARC to the Owner shall include a ballot and shall set forth a deadline for voting no sooner than fifteen (15) days from the date the notice is mailed to the Owners. There shall be only one (1) vote per Lot cast, regardless of the number of Owners of a particular Lot, and the Owners of a Lot shall designate among themselves who shall cast

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their vote. Failure to so select, or the casting of more than one (1) vote in a particular election for any given Lot, shall eliminate the right of the Owner of a given Lot to vote in that election. All votes cast by Owners shall be kept for a minimum of three (3) years and shall be available for inspection upon demand made by any Owner.

Section 4. Master Association ARC. All Lots in the Property shall comply with the rules of the Architectural Review Committee of the Master Association (hereinafter referred to as the "ARC") in accordance with the Original Declaration.

ARTICLE VI

EASEMENT RESERVED TO DECLARANT

Section 1. Easement over Limited Common Area. For so long as Declarant is the owner of a Lot in the Unit One Property, the Declarant hereby reserves unto itself the right to grant an easement in perpetuity over, upon, under and across all Limited Common Areas shown on the recorded subdivision plat of the Unit One Property together with the right to grant easements to others and such easement shall include, but shall not be limited to, the right to use the said Limited Common Area to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and

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retention and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to provide for drainage and retention and to maintain reasonable standards of health, safety and appearance; and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 2. Easement over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to reserve an easement to itself or grant an easement to any other entity over each Lot owned by Declarant for purposes of ingress and egress, to include driveways common to two or more Lots, drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided, however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utility company providing the utilities served by that utility easement.

Section 3. Common Driveway Easements. There shall hereby be created common driveway easements over and across any Lot to serve an adjoining Lot where, in the course of development of the two (2)

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or more adjoining Lots, it is necessary for access to one or both of the Lots that there be provided a driveway common to both Lots, all as more particularly set forth in Section 13 of Article III hereafter.

Section 4. Establishment of Easements. All easement, as provided for in this Article, shall be established by one or more of the following methods, to wit:

(a) By a specific designation of an easement on the recorded plat of the Unit One Property;

(b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;

(c) By a separate instrument referencing this Article VI, said instrument to be subsequently recorded by the Declarant;

(d) By virtue of the reservation of rights set forth in Section 2 of this Article VI.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots in the Unit One Property, except as modified by the Supplemental Declarations for each subsequent phase of the Stockbridge Planned Unit Development.

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Section 2. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office of any portion of any Lot or Dwelling Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than the Dwelling Units designated for residential use and private garages. The foregoing shall not prohibit the Declarant from using Dwelling Units as models or offices.

Section 3. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, boat, barn or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the Villas ARC and the ARC for the Master Association for use during construction only; provided, however, that this prohibition shall not apply to shelters used by the contractor or Declarant during the construction of any Dwelling Unit.

Section 4. Parking Restrictions. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper or other similar vehicle shall be parked on the street, including right-of-way thereof, overnight or for a continuous period of time in excess of ten (10) consecutive hours.

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Section 5. Storage Restrictions. No automobile, truck, house trailer, mobile home, camper, boat, boat and trailer or trailer or other similar vehicle along shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a Dwelling Unit.

Section 6. Livestock and Animal Restrictions. No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot or in any Dwelling Unit; provided, however, that dogs, cats or other common domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of Owner's Lot except on a leash. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

Section 7. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be

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or may become an annoyance or private or public nuisance. No Lot driveway, Common Area or Limited Common Area shall be used for the purpose of vehicle repair or maintenance.

Section 8. Restrictions on Walls, Fences or Hedges. No wall, fence or hedge over six (6) feet tall as measured from existing ground level shall be erected, placed, altered, maintained or permitted to remain on any Lot unless and until the height, type or location thereof have been approved by the ARC of the Master Association in accordance with the Original Declaration and the Villas ARC.

Section 9. Sewerage Restrictions. No septic tank, drain field, mobile home storage tank or other similar container shall be permitted to exist on any Lot, except, however, that a "gray water" system may be used if approved by appropriate governmental agencies.

Section 10. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Villas shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Villas detracts from the overall beauty, setting and safety of the Unit One Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but

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shall be deemed a license coupled with an interest. The Villas and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Villas to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Villas in exercising its rights under this Section shall constitute a special assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any assessment or special assessment.

Section 11. Signs. No commercial signs, or other signs, shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the Villas or except as may be required by legal proceedings, it being understood that the Villas will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed four (4) square feet. If permission is granted for any other signage, the Villas shall have the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected

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without the written permission of the Villas. These restrictions shall not apply to restrict the Declarant or its agents from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit.

Section 12. Exterior Maintenance. The Villas shall have the right, but not the duty, to provide all exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance for any areas not walled or fenced in for use as a patio in order to maintain the integrity and well being, reputation and aesthetic value of the Subdivision Community. The Villas may exercise this right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Dwelling Unit to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Villas in performing repairs or maintenance under this Section shall be paid for by the Owner and if the Owner fails to pay, then the Villas shall have the right to impose a special assessment against said Owner and said Owner's Lot or Dwelling Unit to pay for the cost of repairs and replacements. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Villas. The Villas shall have the right to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing

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repairs and maintenance as provided in this Section, and any such entry by the Villas or its agent shall not be deemed a trespass.

Section 13. Party Walls and Common Driveways. All common or party walls and common driveways shall be maintained by the Owners of those Dwelling Units adjoining a party wall or served by the common driveway subject to the right, but not the obligation, of the Villas to maintain the same as hereinafter set forth. If an Owner, or his agents, guests, invitees or others whose presence is authorized by an Owner including an Owner's tenant damages a party or common wall or common driveway, or causes damage to the person or property of an adjoining Owner or tenant as a result of damage to a party or common wall or common driveway arising from the negligence or intentional acts of said Owner or tenant, then said Owner shall be liable and responsible for the damages to the party wall or common driveway and for the damages to the person or property of the adjoining Owner or tenant in repairing the party wall or common driveway and in the collection of all costs and damages, including reasonable attorney's fees. Further, where two (2) Dwelling Units are connected by a party wall, it will be the responsibility of each Owner of such Dwelling Units to maintain property insurance on his Dwelling Unit in sufficient amounts of coverage to guarantee the replacement or repair of the entire Dwelling Unit and the entire party wall, in the event of total damage or loss of the Dwelling Unit or party wall. Each Owner of

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a Dwelling Unit adjoining a party wall shall furnish proof of their paid property insurance to the Villas annually. The Villas shall not have the duty to determine whether any Owner has provided such proof, or to determine the sufficiency of such proof, and shall not be liable for failing to make these determinations.

All costs of reconstructing a party wall or common driveway in the event such party wall or common driveway is destroyed or damaged not as the result of the negligence or intentional acts of either adjoining Owner or their tenants, shall be borne equally by the Owners of the Dwelling Units adjoining such party wall or served by such common driveway. In the event one Owner bears the entire expense for reconstruction of a party wall or common driveway under this Section, then in such event the Owner of the adjoining Dwelling Unit shall pay to the Owner who reconstructed the party wall or common driveway one-half (1/2) of the expense incurred in that reconstruction. The Villas shall have the right to enter on the other adjoining Lot and into the adjoining Dwelling Unit, after notice: (1) for the purpose of reconstructing a party wall or common driveway where a threat to life or property exists and nonconstruction or repair will perpetuate that threat; or (2) for the purpose of enhancing the aesthetic appearance of the party wall or common driveway.

Either adjoining Owner shall have an equal right to use a party wall for the support of structural members of a Dwelling Unit

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to be constructed on either of the adjoining Lots and a common driveway for access to each Lot served thereby. This right shall be subject, however, to payment by the Owner seeking to tie into the party wall of any costs involved in tying into the party wall and payment of any damage occasioned therefrom.

Each party wall shall be subject to an easement of support for adjoining Dwelling Units subject to payment of costs as provided above and shall be subject to an easement for conduit, ducts, plumbing, wiring and other facilities for the furnishing of utility services to adjoining Dwelling Units.

Section 14. Interior Maintenance. Each individual Owner shall have the responsibility to maintain the interior of their respective Dwelling Unit. In the event the interior of a Dwelling Unit attached by a common wall to an adjoining Dwelling Unit is damaged in such fashion so as to create a health or safety hazard to the adjoining Dwelling Unit or to create a nuisance, and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the Villas shall have the right, but not the duty, to make reasonable repairs to the interior of such Dwelling Unit. Any and all costs incurred by the Villas in performing repairs or maintenance under this Section shall be paid for by the Owner and if the Owner fails to pay, then the Villas shall be entitled to make a special assessment against the Owner and said Owner's Lot or Dwelling Unit to pay for the costs of such

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repairs. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment special assessment by the Villas.

Section 15. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by the Declaration, the Villas, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit or after reasonable notice to the Owner to enter any Dwelling Unit at reasonable hours on any day of the week.

Section 16. Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of eight inches (8") or more (measured four feet [4'] from ground level) may not be removed without prior approval of the ARC for the Master Association and the Villas ARC. All requests for approval of tree removal shall be submitted to said ARC's along with a plan showing generally the location of such tree(s). Notwithstanding the foregoing, the Seminole County Arbor Ordinance shall take precedence over this Section 16.

Section 17. Replacement of Trees. Anyone violating the provisions of Section 16 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the ARC of either the Master Association or the

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Villas. If the Owner fails or refuses to replace the trees as demanded, either of the ARC's shall cause suitable replacements to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the ARC's, their agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 16 and this Section 17.

Section 18. Insurance.

(a) The Villas shall keep (i) any buildings in the Common Area and Limited Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof, and (ii) all personal property owned by the Villas insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Villas. Insurance proceeds for improvements in the Common Area and Limited Common Area and any personal property owned by the Villas shall be payable to the Villas. In the event of any loss, damage or destruction, the Villas shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area and Limited Common Area. In the event the cost of such replacement, repair or rebuilding of improvements on the

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Common Area and Limited Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners.

(b) The Villas shall procure and keep in force public liability insurance in the name of the Villas against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area or Limited Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in indemnity against the claim of one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

(c) Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Villas and made available for inspection by Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancellable by the insurer without first giving at least ten (10) days prior notice in writing to the Villas, and (ii) contain a waiver of subrogation by the insurer(s) against the Villas, Board and Owners.

(d) Anything contained herein to the contrary notwithstanding, the Villas shall maintain such insurance

coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or the Federal National Mortgage Association ("FNMA") so long as VA, FHA or FNMA holds a mortgage on or owns any Lot.

Section 19. Swimming Pools. No above ground swimming pool shall be permitted on the Unit One Property.

ARTICLE VIII

COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Limited Common Area and the improvements made thereto, and that it is in the interests of all of the Owners that the right to the use and enjoyment of the Limited Common Area be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Limited Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Limited Common Area. In addition there shall exist no right to transfer the right to the use and enjoyment of the Limited Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Limited Common Area appurtenant to such Lot subject to reasonable rules and regulations promulgated by the

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Declarant or the Villas for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Villas, 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 Villas, the Declarant 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. If the Villas or the Declarant or any Owner shall seek to enforce the provisions of this Declaration, then said party shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise 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

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time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property, other property encompassed by the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida, and Limited Common Area, other than that described in subparagraph (b) below, may be annexed to the Unit One Property with the consent of two-thirds (2/3) of each class of members;

(b) Additional land within the area described on Exhibit "A" attached hereto, may be annexed by the Declarant for certain specific purposes without the consent of members so long as Declarant is a Class B Member of the Villas, provided the Federal Housing Administration (FHA) and the Veteran's Administration (VA) consent to such annexation. Upon annexation of said additional land, the owners of lots within land so annexed for all intents and purposes shall be deemed to be members of the Villas in accordance with the provisions of this Declaration, but only for the purposes set forth in

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the Supplemental Declaration provided for below. The Owners of the Lots shall be subject to the Villas' rules, regulations and bylaws in the same manner and with the same effect as the original Lot Owners, insofar as those rules, regulations and bylaws apply to the specific purposes for which the additional land was annexed. When additional land is annexed, the Declarant shall file a Supplemental Declaration among the Public Records of Seminole County, Florida, which Supplemental Declaration shall reference this Declaration and shall contain the legal description of the land annexed and shall set forth the purpose for the annexation and such special provisions and restrictions which apply only to the area being annexed. Such Supplemental Declaration may provide for a special assessment to be charged to the Owners of Dwelling Units in the additional lands being annexed which special assessment shall relate only to those particular Limited Common Areas which the Owners of Dwelling Units in the additional land being annexed are entitled to use. Notwithstanding any other provision of this Declaration to the contrary, the Supplemental Declaration adding such annexed lands shall not be required to be executed by any existing Owners, other than Declarant.

Section 5. Right of The Villas to Merge. The Villas retains the right to merge with any other homeowners association provided such homeowners association is for an FHA or VA approved

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subdivision and provided FHA approves such merger. This right shall be exercised by recordation of an Amendment to this Declaration recorded among the Public Records of Seminole County, which Amendment shall set forth a legal description of the property to which this Declaration, as amended, shall apply. The Amendment shall further have attached to it a resolution of the Villas and the homeowners association with which a merger is to take place, and such resolution shall be certified by the Corporate Secretary thereof and shall state:

The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties not covered by Article IX, dedication of Limited Common Area, merger as provided in Section 5 of this Article IX, and amendment of this Declaration of Covenants, Condition and Restrictions.

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IN WITNESS WHEREOF, we have affixed our hands this 9th day of November, 1994.

Signed, sealed and delivered
in the presence of:

Gary Spero
Print GARY SPERO

Print _____

DAN DUCHOCHER
Print _____

D-E & D-E
Print _____

STATE OF FLORIDA)
COUNTY OF Seville)

BEFORE ME, the undersigned authority, personally appeared ROBIN WEBB and RAYMOND MILLER to me personally known to be the President and Secretary, respectively, of VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., or having produced _____ as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 9th day of November, 1994.

Norma R. DeNeau
Notary Public, State of Florida at Large.
Printed Name: _____
My commission expires: _____

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This Instrument Prepared By:
PAUL L. WEAN, ESQUIRE
Becker & Poliakoff, P.A.
Suite 145, 901 N. Lake Destiny Drive
Maitland, FL 32751

D-35

NORMA R. DENEAU
Notary Public, State of Florida
My comm. expires July 5, 1995
Comm No CC117265

VILLAS OF STOCKBRIDGE HOMEOWNERS'
ASSOCIATION, INC.

By: Robin L. Webb
Print ROBIN L. WEBB President
540 HARVARD PLACE, APOPKA
Address

ATTEST:

By: Raymond A. Miller
Print RAYMOND A. MILLER Secretary
3017 WELMOUTH CT, APOPKA
Address

(CORPORATE SEAL)

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RESTATED ARTICLES OF INCORPORATION OF
VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of Florida Statute, Chapter 627, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I
NAME OF CORPORATION

The name of the corporation is VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE II
PRINCIPAL OFFICE OF THE ASSOCIATION

The original principal office of the Association is located at 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32701.

ARTICLE III
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 215 North Eola Drive, Orlando, Florida 32802, and the name of the initial registered agent at that address is Hal H. Kantor, Esquire.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

That certain real property shown and described on the Plat of STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT ONE, as recorded in Plat Book 28, Page 79, 80, Public Records of Seminole County, Florida,

and all other property described in:

- 1) The First Supplemental Declaration of Covenants, Conditions, and Restrictions for Stockbridge Planned Unit

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Polakoff
Becker
D

Development, Unit One, Seminole County, Florida, as recorded in O. R. Book 1517, Page 0256 of the Public Records of Seminole County, Florida, and

2) The Supplemental Declaration of Covenants, Conditions and Restrictions Annexing...Unit two, as recorded in O.R. Book 1541, Page 0093 of the Public Records of Seminole County, Florida, and

3) The Supplemental Declaration of Covenants, Conditions and Restrictions Annexing Stockbridge Unit Three..., as recorded in O.R. Book 1791, Page 1053 of the Public Records of Seminole County, Florida, as the same may be amended or supplemented from time to time, and

4) Those lands indicated on the Plat of Stockbridge, Unit One, at Plat Book 28, Page 79 et seq., of the Public Records of Seminole County, Florida, as Tract A, Trace D, Tract F, and Tract G; and

5) Those lands indicated on the Plat of Stockbridge, Unit Two, at Plat Book 29, Page 86 et seq., of the Public Records of Seminole County, Florida, as Tract A, Tract D, Tract F, and Tract G; and

6) Those lands indicated on the Plat of Stockbridge, Unit Three, at Plat Book 35, Page 96 et seq., of the Public Records of Seminole County, Florida, as Tract A,

All located in Section 7, Township 21 South, Range 29 East, Seminole County, Florida (hereinafter referred to as "the Property").

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Supplemental Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Supplemental Declaration"), applicable to the Property and recorded on the Public Records of Seminole County, Florida, and as the same may be amended from time to time as therein provided, said Supplemental Declaration being incorporated herein as if set forth at length;

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(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Supplemental Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed of debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

(h) Assume and accept all duties, obligations, rights and privileges of the Master Association as set forth in the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development recorded at O. R. Book 1514, Page 1843 of the Public Records of Seminole County, Florida as assigned by Stockbridge Master Homeowners' Association, Inc. to the Association for the Property.

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ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members 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 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 the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) On December 31, 1990.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for membership under Article III, Section 1 of the Supplemental Declaration.

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ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a Board of five (5) Directors who shall serve until the organizational meeting and thereafter by a Board of five (5) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Burtin A. Bines	2500 Pine Cone Lane Longwood, Florida 32750
Howard B. Lefkowitz	803 Sweetwater Club Boulevard Longwood, Florida 32750
Hollis R. Gillan	570 Georgia Avenue Altamonte Springs, Florida 32714

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At the first annual meeting, the members shall elect three (3) Directors for a term of one (1) year. At each annual meeting thereafter the members shall elect three (3) Directors for a term of one (1) year.

ARTICLE VIII
INITIAL OFFICERS

The affairs of the Association shall be managed by a President, Vice President, Secretary and Treasurer and such other officers as permitted in the Bylaws. The names and addresses of those persons who shall act as officers of the corporation until the election of their successor are:

	<u>ADDRESS</u>
Burtin A. Bines	250 Pine Cone Lane Longwood, Florida 32750
Howard B. Lefkowitz	803 Sweetwater Club Boulevard Longwood, Florida 32750
Hollis R. Gillan	570 Georgia Avenue Altamonte Springs, Florida 32714

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Elizabeth J. Lyter, Secretary 539 Heatherton Village
Altamonte Springs, Florida 32714

The above-named officers shall serve until the first and organizational meeting of the Board of Directors of the corporation. The officers shall be elected by the Directors at the first meeting of the Board of Directors and shall hold office for a one (1) year period from the date of their election.

ARTICLE IX
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval upon dissolution pursuant to Section 617.05, Florida Statutes.

ARTICLE X
DURATION

The Corporation shall exist perpetually.

ARTICLE XI
AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership. Amendment of these Articles may be proposed by the Board of Directors and shall be voted on at a Special Meeting of the Membership duly called for that purpose, or at an annual meeting of the membership.

ARTICLE XII
BYLAWS

The Bylaws of this corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded by a majority vote of a quorum of all members voting in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B Membership.

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ARTICLE XIII
FHA/VA APPROVAL

As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XIV
SUBSCRIBERS

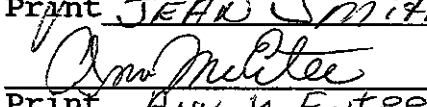
The names and residences of the subscribers to these Articles of Incorporation are:

Burton A. Bines	250 Pine Cone Lane Longwood, Florida 32750
Howard B. Lefkowitz	803 Sweetwater Club Boulevard Longwood, Florida 32750
Hollis R. Gillan	570 Georgia Avenue Altamonte Springs, Florida 32714

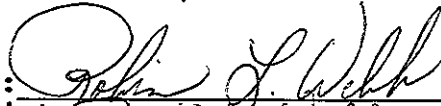
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IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, we the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 7th day of December, 1994.

Signed, sealed and delivered
in the presence of:


Print JEAN SMITH

Print ANN McEntee

VILLAS OF STOCKBRIDGE HOMEOWNERS
ASSOCIATION, INC.

By: 
Print ROBIN L. WEBB President
540 HARVARD PLACE
Address

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John Smith
Print JOHN SMITH
Ann McEntee
Print ANN McEntee

ATTEST:

By: Raymond A. Miller
Print RAYMOND A. MILLER
Secretary
3017 WEYMOUTH CT
Address

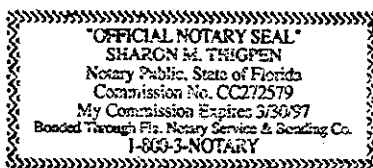
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, personally appeared ROBIN WEBB and RAYMOND MILLER to me personally known to be the President and Secretary, respectively, of VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., or having produced _____ as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 7th day of December, 1994.

Sharon M. Thigpen
Notary Public, State of Florida at Large.
Printed Name: Sharon M. Thigpen
My commission expires: 3/30/97



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This Instrument Prepared By (Return To):

(P) Erik F. Whynot, Esquire
KATZMAN, GARFINKEL & BERGER
300 North Maitland Avenue
Maitland, FL 32751

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07681 Pgs 0775 - 890; (116pgs)
CLERK'S # 2011135323
RECORDED 12/15/2011 10:33:48 AM
RECORDING FEES 987.50
RECORDED BY T Smith

**NOTICE OF PRESERVATION OF USE RIGHTS
UNDER THE MARKETABLE RECORD TITLE ACT
VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC.
(a Florida corporation not-for-profit)**

Pursuant to Chapter 712, *Florida Statutes*, the undersigned Claimant files herewith this Notice of Preservation of Use Rights, and in support thereof, further states as follows:

1. The name and address of the entity filing this Notice of Preservation of Use Rights is VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC. (the "Association"), a Florida not-for-profit corporation, c/o Board of Directors, 385 Douglas Ave., Suite 3000, Altamonte Springs, Florida 32714, the Articles of Incorporation of which were originally filed in the office of the Secretary of State on January 5, 1984, and subsequently amended on March 23, 1992, the Association having been organized for the purpose of operating and administering the Plats of Stockbridge Unit One, found at Plat Book 28, page 29 et seq. as Tract A, Tract D, Tract F and Tract G, Stockbridge Unit Two, found at Plat Book 29, page 86 et seq. as Tract A, Tract D, Tract F and Tract G, and Stockbridge Unit Three, found at Plat Book 35, page 96 et seq. as Tract A pursuant to the recorded covenants and restrictions pertaining thereto which were filed of record in the Official Records of Seminole County, Florida, as follows:

<u>DOCUMENT NAME</u>	<u>RECORDING DATE</u>	<u>OR Book</u>	<u>OR Page</u>
Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development	January 3, 1984	1514	1843
First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit One	January 13, 1984	1517	0256
Supplemental Declaration of Covenants, Conditions and Restrictions Annexing Certain Real Property into Stockbridge Planned Unit Development, Stockbridge Master Homeowners Association, Inc., and Villas of Stockbridge Homeowners Association, Inc., for Stockbridge Planned Unit Development, Unit Two	April 24, 1984	1541	0093

Certificate of Approval of Amendments to Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development	March 26, 1992	2406	0304
Amendments to Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development	March 26, 1992	2406	0305
Assignment of Rights and Obligations and Assumption of Duties and Obligations	March 26, 1992	2406	0306
Certificate of Approval of Amendments to First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit One	March 26, 1992	2406	0309
Amendments to First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit One	March 26, 1992	2406	0310
Restated Supplemental Declaration of Covenants, Conditions and Restrictions Annexing Certain Real Property into Stockbridge Planned Unit Development, Stockbridge Master Homeowners Association, Inc., and Villas of Stockbridge Homeowners Association, Inc., for Stockbridge Planned Unit Development, Unit Two	February 1, 1995	2877	0173
Restated Supplement Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Units One and Two	February 1, 1995	2877	0178

2. The Association has sent a Statement of Marketable Title Action in the form set forth in Chapter 712.06(1)(b), *Florida Statutes*, to all members of the Association, and attaches hereto, and by this reference, makes a part hereof, an Affidavit executed by a member of the Association's Board of Directors affirming that the Board of Directors has caused the Statement of Marketable Title Action to be mailed to all members of the Association, and further attaches hereto, and by this reference, makes a part hereof, the original Statement of Marketable Title Action which was mailed to all members of the Association, as composite Exhibit "A".

3. A full and complete description of the lands affected by this Notice of Preservation of Use Rights is attached hereto, and by this reference, made a part hereof as composite Exhibit "B".

4. The real property interest claimed under this Notice of Preservation is the right to preserve those certain use restrictions, covenants, and agreements set forth in:

The Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, as recorded in Official Records Book 1514 at Page 1843 of the Public Records of Seminole County, Florida, as may be amended from time to time, a true and accurate copy of which is attached hereto, and by this reference, made a part hereof as Exhibit "C".

Sealed and delivered
in the presence of:

VILLAS OF STOCKBRIDGE
HOMEOWNERS ASSOCIATION, INC.

Mary Kay Terrek
Witness

By: TREASURER President Louis Young

MARY KAY TERREK president Print Name: LOUIS YOUNG
Print Witness Name

Ann E Brown
Witness

ANN E BROWN secretary
Print Witness Name

STATE OF FLORIDA }
COUNTY OF }

The foregoing instrument was sworn to, subscribed and acknowledged before me this 25th day of October, 2011, by Louis Young, as the Treasurer of VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC., who [] is personally known to me or [] produced identification, to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed same.

Karen J. Clay
Notary Public

My Commission Expires:



EXHIBIT A

**Affidavit Affirming Mailing of Statement of Marketable Title Action
to the Members of the Association**

(SEE ATTACHED)

VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC.
A Non-Profit Florida Corporation

STATEMENT OF MARKETABLE TITLE ACTION

VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC. (the "Association"), has taken action to ensure that the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, as recorded in Official Records Book 1514 at Page 1843 of the Public Records of Seminole County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the Notice of Preservation of Use Rights as required by Chapter 712, *Florida Statutes*, to be recorded in the Public Records of Seminole County, Florida. Copies of the Notice of Preservation Use Rights, and its attachments, are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC.

A Non-Profit Florida Corporation

**AFFIDAVIT OF MAILING OR HAND DELIVERING
OF NOTICE OF BOARD MEETING**

I, the undersigned, KAREN CLAY, LCAM, Agent for the Association whose name appears at the bottom of this affidavit do hereby swear and affirm that Notice of Board Meeting to consider the approval, execution, and filing of a Notice of Preservation of the governing Declaration of Covenants, Conditions and Restrictions for VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION to be held on **October 20, 2011**, at **6:30pm** at the **Seminole County Public Library, 245 N. Hunt Club Blvd., Longwood, FL 32779**, was mailed or hand delivered in accordance with the Association's governing documents and Florida Statutes. The notice was mailed or hand delivered to each unit owner at the address last furnished to the Association, as such address appears on the books of the Association.

Acknowledged this 6th day of October, 2011.

By Karen J. Clay
Agent for the Association

STATE OF FLORIDA)
COUNTY OF Seminole

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, PERSONALLY APPEARED before me the undersigned authority, KAREN CLAY who is personally known to me or has produced a Florida Drivers License as identification and who did take an oath and, after being duly cautioned and sworn, deposes and says that he/she has freely and voluntarily executed this AFFIDAVIT OF MAILING OR HAND DELIVERING OF NOTICE OF BOARD MEETING and that he/she has set his/her hand and seal thereto.

SWORN TO AND SUBSCRIBED before me this 6 day of October, 2011.

Lori Waddick
Notary Public, State of Florida at Large

My Commission Expires:
My Commission Number:



VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC.

A Non-Profit Florida Corporation

**AFFIDAVIT OF SERVICE OF
STATEMENT OF MARKETABLE TITLE ACTION**

I, the undersigned, KAREN CLAY, LCAM, Agent for the Association whose name appears at the bottom of this affidavit do hereby swear and affirm that a copy of the attached Statement of Marketable Title Action for VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC., has been mailed or hand delivered in accordance with Chapter 712.06, *Florida Statutes*.

Acknowledged this 6th day of October, 2011.

VILLAS OF STOCKBRIDGE HOMEOWNERS
ASSOCIATION, INC.

By: Karen Clay
Agent for the Association

STATE OF FLORIDA)
COUNTY OF Seminole)

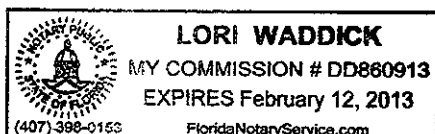
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, PERSONALLY APPEARED, KAREN CLAY, LCAM who is personally known to me or has produced a Florida Drivers License as identification and who did take an oath and, after being duly cautioned and sworn, deposes and says that he/she has freely and voluntarily executed this AFFIDAVIT OF SERVICE OF STATEMENT OF MARKETABLE TITLE ACTION, and that he/she has set his/her hand and seal thereto.

SWORN TO AND SUBSCRIBED before me this 6 day of October, 2011.

Lori Waddick
Notary Public, State of Florida at Large

My Commission Expires:

My Commission Number:



VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC.
A Non-Profit Florida Corporation

NOTICE OF BOARD MEETING

NOTICE IS HEREBY GIVEN in accordance with the Association's By-Laws and the Florida Statutes, that a Board Meeting will be held on the following date, at the time and place as detailed below:

DATE: **October 20, 2011**

TIME: **6:30 pm**

PLACE: **Seminole County Public Library**
245 North Hunt Club Blvd.
Longwood, Florida 32779

PURPOSE: The Board of Directors of VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC., will consider the approval, execution and filing of a Notice of Preservation of the governing Declaration of Covenants, Conditions and Restrictions for VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC.

POSTING: This notice has also been posted on the community property.

STATEMENT OF MARKETABLE TITLE ACTION

VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION (the "Association"), has taken action to ensure that the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, as recorded in Official Records Book 1514 at Page 1843 of the Public Records of Seminole County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the Notice of Preservation of Use Rights as required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Seminole County, Florida. Copies of the Notice of Preservation Use Rights, and its attachments, are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

VILLAS OF STOCKBRIDGE HOMEOWNERS
ASSOCIATION, INC.

By: Karen Clay, LCAM

Printed Name: KAREN CLAY, LCAM

DATED: this 5 day of October, 2011.

ABIGAIL RAMIREZ
543 PORTLAND CIR
APOPKA FL 32703

KATIE KAVALLIAUSKAS
532 HARVARD PL
APOPKA FL 32703

REBECCA TORRES
533 PORTLAND CIR
APOPKA FL 32703

VERONICA DE-ROJAS
545 PORTLAND CIR
APOPKA FL 32703

MARY TEREK
534 HARVARD PL
APOPKA FL 32703

YOLANDA BATISTA
547 PORTLAND CIR
APOPKA FL 32703

WILLIAM ETHIER
548 PORTLAND CIR
APOPKA FL 32703

ALMA GARCIA
536 HARVARD PL
APOPKA FL 32703

STEPHANIE MATHIS
549 PORTLAND CIR
APOPKA FL 32703

ELAINE HARSCH
554 PORTLAND CIR
APOPKA FL 32703

ELLEN FINKELSTEIN
538 HARVARD PL
APOPKA FL 32703

SHERI KEERS
557 PORTLAND CIR
APOPKA FL 32703

LESLIE TRENT
558 PORTLAND CIR
APOPKA FL 32703

CARMEN RUPERT
559 PORTLAND CIR
APOPKA FL 32703

NOEL LABOY
561 PORTLAND CIR
APOPKA FL 32703

CAROL DALLESANDRIS
541 PORTLAND CIR
APOPKA FL 32703

NOYDA SANTA
562 PORTLAND CIR
APOPKA FL 32703

LARRY & DIANE VANLUE
537 PORTLAND CIR
APOPKA FL 32703

DARLENE MAIORI
563 PORTLAND CIR
APOPKA FL 32703

JOHN AJAC
565 PORTLAND CIR
APOPKA FL 32703

SUSAN AND BRENT SODERBURG
566 PORTLAND CIR
APOPKA FL 32703

IRENE FERNANDEZ
567 PORTLAND CIR
APOPKA FL 32703

JAMES DOLAN
539 PORTLAND CIR
APOPKA FL 32703

BARBARA HALSTEAD
3005 WEYMOUTH CT
APOPKA FL 32703

GAYLE DUROCHER
570 PORTLAND CIR
APOPKA FL 32703

RONALD HAMMOND
571 PORTLAND CIR
APOPKA FL 32703

CYNTHIA SAMANI
573 PORTLAND CIR
APOPKA FL 32703

CLARA CICCHINO
3004 WEYMOUTH CT
APOPKA FL 32703

DAREN TJOMSTOL
575 PORTLAND CIR
APOPKA FL 32703

KRISTIN MIRANDA
3003 WEYMOUTH CT
APOPKA FL 32703

PEGGY TIFT
540 HARVARD PL
APOPKA FL 32703

DIANNA HENDRICKSON
542 HARVARD PL
APOPKA FL 32703

CHAD HALL
544 HARVARD PL
APOPKA FL 32703

MELISSA FOREMAN
517 HARVARD PL
APOPKA FL 32703

MARSHA GOLDSTEIN
201 KITTEY LN
APOPKA FL 32703

BIANCA BALUARTE
516 HARVARD PL
APOPKA FL 32703

LOUIS YOUNG
205 KITTEY LN
APOPKA FL 32703

GILDA RIVERA
209 KITTEY LN
APOPKA FL 32703

LISA BILLINGS
519 HARVARD PL
APOPKA FL 32703

JILL GAY
212 KITTEY LN
APOPKA FL 32703

JEREMY BROWN
539 HARVARD PL
APOPKA FL 32703

CYNTHIA CAMPO
213 KITTEY LN
APOPKA FL 32703

DIANE KRAMER
216 KITTEY LN
APOPKA FL 32703

LUIS ESCOBAR
537 HARVARD PL
APOPKA FL 32703

ASHAIA JACOB
514 HARVARD PL
APOPKA FL 32703

NORRIS MADKINS
217 KITTEY LN
APOPKA FL 32703

DEBORAH WESTGATE MORRIS
221 KITTEY LN
APOPKA FL 32703

SEYED JAZAYERI
222 KITTEY LN
APOPKA FL 32703

MICHELLE SMITH
225 KITTEY LN
APOPKA FL 32703

PEJMAN POURKHANI
527 HARVARD PL
APOPKA FL 32703

SEYED JAZAYERI
228 KITTEY LN
APOPKA FL 32703

ANNE BROWN
229 KITTEY LN
APOPKA FL 32703

FERNANDO VELASCO
530 HARVARD PL
APOPKA FL 32703

DIANA BOWMAN-BOOTH
500 PORTLAND CIR
APOPKA FL 32703

DIANA GRANDA GUTIERREZ
501 PORTLAND CIR
APOPKA FL 32703

TERESA RESTREPO
531 HARVARD PL
APOPKA FL 32703

XIMENA MEDINA
502 PORTLAND CIR
APOPKA FL 32703

KEVIN CONNORS
503 PORTLAND CIR
APOPKA FL 32703

NICOLE VAZQUEZ
533 HARVARD PL
APOPKA FL 32703

DARIN WOODS
504 PORTLAND CIR
APOPKA FL 32703

DENIS MCBRIARTY
2967 BURLINGTON DR
APOPKA FL 32703

CHARLES FLETCHER
2971 BURLINGTON DR
APOPKA FL 32703

JOHN MOORE
538 PORTLAND CIR
APOPKA FL 32703

SONJA MANNING
2975 BURLINGTON DR
APOPKA FL 32703

TERESA D AVILA
2923 HANOVER CT
APOPKA FL 32703

JOHN SALES
2925 HANOVER CT
APOPKA FL 32703

J & C ENTERPRISES
2927 HANOVER CT
APOPKA FL 32703

TRICIA SWAINSON
2929 HANOVER CT
APOPKA FL 32703

JAMES HENSON
2931 HANOVER CT
APOPKA FL 32703

JAMES MOUNTS
2933 HANOVER CT
APOPKA FL 32703

LAURIE STRANGIE
523 HARVARD PL
APOPKA FL 32703

GLADYS STABLEIN
2935 HANOVER CT
APOPKA FL 32703

DONNA CARLSON
509 PORTLAND CIR
APOPKA FL 32703

KEITH EICHENBLATT
529 HARVARD PL
APOPKA FL 32703

JENNIFER CRESSMAN
2937 HANOVER CT
APOPKA FL 32703

KAROLY SALES
2939 HANOVER CT
APOPKA FL 32703

BELINDA JIMENEZ
500 HARVARD PL
APOPKA FL 32703

RAMON AGUERO
507 PORTLAND CIR
APOPKA FL 32703

ANNABELL STEWART
501 HARVARD PL
APOPKA FL 32703

MARIA RIZO
521 HARVARD PL
APOPKA FL 32703

CARMEN ORTIZ
511 PORTLAND CIR
APOPKA FL 32703

JANE CHAN
503 HARVARD PL
APOPKA FL 32703

PATRICIA LESLEY
505 HARVARD PL
APOPKA FL 32703

RUTH LANDRESS
506 HARVARD PL
APOPKA FL 32703

ELIZABETH GRAHAM
507 HARVARD PL
APOPKA FL 32703

JOHN TUTTON
508 HARVARD PL
APOPKA FL 32703

BILL CLAYTON
511 HARVARD PL
APOPKA FL 32703

STEPHEN EVANS LIFE ESTATE AND
521 PORTLAND CIR
APOPKA FL 32703

JEANNE DUNCAN
512 HARVARD PL
APOPKA FL 32703

JOYCE KEITH
513 HARVARD PL
APOPKA FL 32703

KAREN STRUCK
2665 ATTLEBORO PL
APOPKA FL 32703

JAMES ROSS
2668 ATTLEBORO PL
APOPKA FL 32703

EFRAIN TORRES
2660 ATTLEBORO PL
APOPKA FL 32703

DAWN CRONK
2669 ATTLEBORO PL
APOPKA FL 32703

PATRICIA WILLIAMS
2661 ATTLEBORO PL
APOPKA FL 32703

MICHELE TOCCO
2664 ATTLEBORO PL
APOPKA FL 32703

NORMAN CHU
2672 ATTLEBORO PL
APOPKA FL 32703

DOROTHY WICKLINE
2673 ATTLEBORO PL
APOPKA FL 32703

LANA MCCALL
515 HARVARD PL
APOPKA FL 32703

YVETTE COULTER
2676 ATTLEBORO PL
APOPKA FL 32703

ALICIA QUIROGA
2677 ATTLEBORO PL
APOPKA FL 32703

JAMES BAILES
525 HARVARD PL
APOPKA FL 32703

RICH KOSTO
2680 ATTLEBORO PL
APOPKA FL 32703

GEORGEANN HOLT-TRUSTEE
2684 ATTLEBORO PL
APOPKA FL 32703

MARY FERRARA
2688 ATTLEBORO PL
APOPKA FL 32703

ANGELA URBAN
2692 ATTLEBORO PL
APOPKA FL 32703

CHANDRA FIELDS
535 HARVARD PL
APOPKA FL 32703

SUZANNE WILKINSON
2920 BURLINGTON DR
APOPKA FL 32703

CRISTIE FINNERTY
2656 ATTLEBORO PL
APOPKA FL 32703

JOSEPH BARANSKA
2922 BURLINGTON DR
APOPKA FL 32703

JENNIFER FLYNN
2951 BURLINGTON DR
APOPKA FL 32703

BETTY HOLLEY
2953 BURLINGTON DR
APOPKA FL 32703

SUSANA NAVA
2652 ATTLEBORO PL
APOPKA FL 32703

DENA KELNHOFER
2955 BURLINGTON DR
APOPKA FL 32703

NERIELY AGUILERA
2957 BURLINGTON DR
APOPKA FL 32703

JOSE GARCIA-FRIAS
2653 ATTLEBORO PL
APOPKA FL 32703

WENDY MCMINN
2961 BURLINGTON DR
APOPKA FL 32703

MICHAEL HUYNH CHEN
2963 BURLINGTON DR
APOPKA FL 32703

JOSHUA MIKELS
2648 ATTLEBORO PL
APOPKA FL 32703

ANN MCBRIARTY
2967 BURLINGTON DR
APOPKA FL 32703

DANIEL ASHBY
550 ABINGTON CT
APOPKA FL 32703

DOREEN BALMER
552 ABINGTON CT
APOPKA FL 32703

TANYA MCCLELLAN
2628 ATTLEBORO PL
APOPKA FL 32703

MARY HINES
554 ABINGTON CT
APOPKA FL 32703

ELLEN LEWIS
556 ABINGTON CT
APOPKA FL 32703

CHUNG SIK
2632 ATTLEBORO PL
APOPKA FL 32703

MARY WILBERN-TRUST
558 ABINGTON CT
APOPKA FL 32703

DIOSMEDE MARCE GAMBOA
560 ABINGTON CT
APOPKA FL 32703

ELLEN ROSS
2636 ATTLEBORO PL
APOPKA FL 32703

PATRICIA KAUFMAN
562 ABINGTON CT
APOPKA FL 32703

BYRON SANCHEZ
564 ABINGTON CT
APOPKA FL 32703

DEBRA LIEBESKIND
2640 ATTLEBORO PL
APOPKA FL 32703

EDWIN RUIZ
566 ABINGTON CT
APOPKA FL 32703

JANET ROWE
2644 ATTLEBORO PL
APOPKA FL 32703

MARY MIRANDA
2641 ATTLEBORO PL
APOPKA FL 32703

WILLARD JOHNSON JR
568 ABINGTON CT
APOPKA FL 32703

DONALD STRIPLING
2629 ATTLEBORO PL
APOPKA FL 32703

EMAD HAKIM
2600 ATTLEBORO PL
APOPKA FL 32703

CESAR VIGIL
2604 ATTLEBORO PL
APOPKA FL 32703

CHRISTOPHER LAMB
2633 ATTLEBORO PL
APOPKA FL 32703

KAREN WHEATLEY
2608 ATTLEBORO PL
APOPKA FL 32703

JORGE SERRET TOLEDO
2645 ATTLEBORO PL
APOPKA FL 32703

CLAIRE SCANLON
2612 ATTLEBORO PL
APOPKA FL 32703

AMBER WOLFE
2657 ATTLEBORO PL
APOPKA FL 32703

JIANMIN ZHAO
2616 ATTLEBORO PL
APOPKA FL 32703

JULIA MANGANELLO
2620 ATTLEBORO PL
APOPKA FL 32703

ANTHONY DIPIETRO
2621 ATTLEBORO PL
APOPKA FL 32703

CHARLES SOUTHERN
2624 ATTLEBORO PL
APOPKA FL 32703

SUSAN DUNLAP
2637 ATTLEBORO PL
APOPKA FL 32703

MICHELE MADAY
2625 ATTLEBORO PL
APOPKA FL 32703

KAREN BAILEY
577 PORTLAND CIR
APOPKA FL 32703

ANTONIA GONZALEZ
579 PORTLAND CIR
APOPKA FL 32703

ANN MCBRIARTY
3007 WEYMOUTH CT
APOPKA FL 32703

EVANGELINE CALLEJO
581 PORTLAND CIR
APOPKA FL 32703

MAY LAFLEUR
583 PORTLAND CIR
APOPKA FL 32703

ROSALINDA SIMON
584 PORTLAND CIR
APOPKA FL 32703

CORRINE FRANKLIN
3009 WEYMOUTH CT
APOPKA FL 32703

JEANETTE DALRYMPLE
585 PORTLAND CIR
APOPKA FL 32703

HEATHER WALKER
3006 WEYMOUTH CT
APOPKA FL 32703

KIMMY ESTEP
586 PORTLAND CIR
APOPKA FL 32703

GLENN PLASS
587 PORTLAND CIR
APOPKA FL 32703

EMILIA SERGE
588 PORTLAND CIR
APOPKA FL 32703

LISA EICHENBLATT
3011 WEYMOUTH CT
APOPKA FL 32703

ROGER PAQUIN
2900 QUINCY CT
APOPKA FL 32703

RAMIRO GUTIERREZ
2902 QUINCY CT
APOPKA FL 32703

VALERIE SANTOS-CORDERO
2904 QUINCY CT
APOPKA FL 32703

SANDRA ELIAS
2906 QUINCY CT
APOPKA FL 32703

ENTESSAR EL-HOTIBY
2908 QUINCY CT
APOPKA FL 32703

MARIA MORALES
3021 WEYMOUTH CT
APOPKA FL 32703

VIVIAN KWAN
2910 QUINCY CT
APOPKA FL 32703

UNA HARRISON
3023 WEYMOUTH CT
APOPKA FL 32703

CECIL BENNETT
2912 QUINCY CT
APOPKA FL 32703

HYUN PARK
3025 WEYMOUTH CT
APOPKA FL 32703

JOSEPH NUZZI
2914 QUINCY CT
APOPKA FL 32703

JOANN MILLER
3017 WEYMOUTH CT
APOPKA FL 32703

MELISSA ZIEFEL FAZIO
2916 QUINCY CT
APOPKA FL 32703

KARLENE NICOLE FRENCH
2918 QUINCY CT
APOPKA FL 32703

ANDREW DINDA
3019 WEYMOUTH CT
APOPKA FL 32703

STEFANNIE MEYERS
3000 WEYMOUTH CT
APOPKA FL 32703

PAMELA BEAN
3002 WEYMOUTH CT
APOPKA FL 32703

CHAVALIT VEJMANEESRI
515 PORTLAND CIR
APOPKA FL 32703

STEPHEN DUBY
517 PORTLAND CIR
APOPKA FL 32703

PEGGY ROGERS
519 PORTLAND CIR
APOPKA FL 32703

SANDRA CARROLL
520 PORTLAND CIR
APOPKA FL 32703

KAREN PALMER
524 PORTLAND CIR
APOPKA FL 32703

HEATHER CORN
525 PORTLAND CIR
APOPKA FL 32703

DONNA MCTAGGART
526 PORTLAND CIR
APOPKA FL 32703

MARIA GIRARD
527 PORTLAND CIR
APOPKA FL 32703

ROBERT REID
528 PORTLAND CIR
APOPKA FL 32703

RICK OLSON
529 PORTLAND CIR
APOPKA FL 32703

RON HARTLE
531 PORTLAND CIR
APOPKA FL 32703

CARMELO RIVERA
532 PORTLAND CIR
APOPKA FL 32703

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY:

(SEE ATTACHED)

1514 1863

SEMINOLE CO. FL.

EXHIBIT "A"

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 20 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED N00°04'30"E, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 20 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN THENCE S00°04'30"W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE RUN S89°20'33"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 1207.08 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE S00°12'43"W, ALONG SAID EAST LINE, A DISTANCE OF 1320.38 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF FOXWOOD PHASE 3, 1ST ADDITION AS RECORDED IN PLAT BOOK 23, PAGE 35, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN N88°48'32"W, ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 192.14 FEET; THENCE S01°13'28"W, A DISTANCE OF 135.73 FEET FOR A POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 27°48'51" AND A RADIUS OF 180.00 FEET; THENCE FROM A TANGENT BEARING OF S26°05'30"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.28 FEET TO THE POINT OF TANGENCY; THENCE S56°24'31"E, A DISTANCE OF 120.58 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF 77°25'43" AND A RADIUS OF 25.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 93.78 FEET TO THE POINT OF TANGENCY; THENCE N48°10'18"E, A DISTANCE OF 10.73 FEET; THENCE S 43°49'41"E, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 93°28'08" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF S48°10'18"W, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 11°24'22" AND A RADIUS OF 140.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.87 FEET TO THE POINT OF TANGENCY; THENCE S25°51'27"E, A DISTANCE OF 85.41 FEET; THENCE N44°47'22"E, A DISTANCE OF 155.11 FEET; THENCE S45°12'38"E, A DISTANCE OF 240.63 FEET; THENCE S44°47'22"W, A DISTANCE OF 249.44 FEET; THENCE S45°12'38"E, A DISTANCE OF 48.38 FEET; THENCE S20°30'33"W, A DISTANCE OF 84.80 FEET; THENCE S10°50'21"E, A DISTANCE OF 50.80 FEET; THENCE S40°39'28"W, A DISTANCE OF 58.74 FEET TO THE NORTHERNMOST CORNER OF THE FLORIDA POWER CORPORATION PIEDMONT SUBSTATION SITE; THENCE S44°48'34"W, ALONG THE NORTHWESTERLY LINE OF SAID PIEDMONT SUBSTATION SITE, A DISTANCE OF 834.96 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 406; THENCE N53°43'48"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 42.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 15°28'37" AND A RADIUS OF 1278.11 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 345.62 FEET; THENCE N00°18'44"E, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 989.49 FEET; THENCE S88°48'32"E, A DISTANCE OF 130.00 FEET; THENCE S01°13'28"W, A DISTANCE OF 10.00 FEET; THENCE S88°48'32"E, A DISTANCE OF 149.00 FEET; THENCE N01°13'28"E, A DISTANCE OF 26.98 FEET; THENCE S88°48'32"E, A DISTANCE OF 117.25 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 09°12'20" AND A RADIUS OF 200.00 FEET; THENCE FROM A TANGENT BEARING OF S18°53'20"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 32.13 FEET; THENCE N80°54'21"E, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 17.733 ACRES MORE OR LESS.

LEGIBILITY UNSATISFACTORY
FOR SCANNING

EXHIBIT C

Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development

Official Records Book 1514 at Page 1843 of the Public Records of Seminole County, Florida, as
may be amended from time to time.

(SEE ATTACHED)

1514 1843

SEMINOLE CO. FL.

RECEIVED

000088

JAN 31 1984

ARTHUR H. BECKWITH, JR.
Clerk of Courts Seminole Co. FL.

By: JCL

**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT
SEMINOLE COUNTY, FLORIDA**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, SEMINOLE COUNTY, FLORIDA (hereinafter referred to as the "Declaration"), made on the date hereinafter set forth by FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, with the principal mailing address of Suite 400, 101 Wymore Road, Altamonte Springs, Seminole County, Florida (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the sole record owner in fee simple of certain real property (hereinafter referred to as the "Property") located in Seminole County, Florida, which is more particularly described on Exhibit "A" attached hereto; and

WHEREAS, the Declarant desires to develop the Property into a planned unit development to be known as the Stockbridge Planned Unit Development; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in Stockbridge Planned Unit Development, and for the maintenance of recreation areas, open space, green belt areas, recreational amenities, roadways and parking areas and other common facilities as may be specifically designated on the plat of Stockbridge Planned Unit Development and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof; and

WHEREAS, the Declarant intends to develop the Property in one or more phases, each of which phases may have densities of development and forms of ownership different than other phases; and

WHEREAS, the Declarant has deemed it desirable, for the

RETURN TO: E. LYTER, PAC, 240.
101 WYMORE ROAD, SUITE 400
ALTAMONTE SPRINGS, FL 32701
(R)

THIS INSTRUMENT PREPARED BY:
DALE CURRY, ESQ.
LAW OFFICES, DUNEDIN, GASTON & HANNAH
P.O. Box 4509
DUNEDIN, FLORIDA 33511

LEGIBILITY UNSATISFACTORY
FOR SCANNING

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efficient preservation of the values and amenities in Stockbridge Planned Unit Development and any subsequent phases to create a master homeowners' association to which shall be delegated and assigned the powers of, operating, maintaining and administering certain designated common area properties and facilities within Stockbridge Planned Unit Development, which areas shall include specifically all streets and designated drainage and retention areas, greenbelt areas, buffer areas and perimeter fencing, entry feature and decor and improvements, and landscaping, administering and enforcing this Declaration, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida, STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation (hereinafter referred to as the "Master Association"), for the purpose of exercising the functions aforesaid; and

WHEREAS, Declarant may deem it necessary to form a separate homeowners' association or subassociation for each phase, which homeowners' association will be unique to the phase or phases for which they are formed, but whose members shall also be members of the Master Association all as set forth in Supplemental Declaration;

NOW THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Master Association" shall mean and refer to

1514 1845

SEMIHOLE CO. FL.

Stockbridge Master Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 2. "Subassociation" shall mean and refer to a homeowners' association formed for a particular phase of the Stockbridge Planned Unit Development and referenced in a Supplemental Declaration as hereinafter described.

Section 3. "Common Area" shall mean all personal property and real property including the improvements thereon owned by the Master Association for the common use and enjoyment of the "Owners," whether acquired by purchase or conveyance from the Declarant, its successors or assigns, or otherwise. The Common Area is initially identified by tract on the plat of Stockbridge Unit I, as Tracts A, D, F, and G, and is subject to the dedication set forth on said plat. Tract E, as indicated on said Plat, is hereby specifically excluded from and shall not constitute a part of the Common Area. The term "Common Area" shall also include any intangible personal property acquired by the Master Association, if such property is, including but not limited to promissory notes and security interests, designated as such by the Master Association, and may include, but not be limited to, streets, roadways and paths, fences and landscape buffers around the perimeter of the Property, drainage and retention areas, buffer areas, entry feature and decor and improvements, and landscaping and any other real or personal property identified by tract as Common Area on the plat of each subsequent phase of the Stockbridge Planned Unit Development. All Common Areas are to be devoted to and intended for the common use and enjoyment of the members of the Master Association, their families, guests, persons occupying "Dwelling Units" on a guest or tenant basis, to the extent designated on recorded plats or authorized by the Board of Directors of the Master Association.

Section 4. "Limited Common Area" shall mean all real property including the improvements thereon owned by a specific

Subassociation or Subassociations for the common use and enjoyment of the Subassociation Members of that specific Subassociation or Subassociations, whether acquired by purchase or conveyance from the Declarant, its successors or assigns, or otherwise. The Limited Common Area is initially identified by tract on the plat of Stockbridge Unit One, as Tracts B, and C, and is subject to the dedication set forth on said plat. The term "Limited Common Area" shall also include any intangible personal property acquired by the specific Subassociation. Limited Common Area may include any other real or personal property identified by tract as Limited Common Area on the plat of each subsequent phase of Stockbridge Planned Unit Development, or designated in the Supplemental Declarations for each subsequent phase of said development. All Limited Common Areas are to be devoted to and intended for the common use and enjoyment of the members of a specific Subassociation or Subassociations, their families, guests, persons occupying Dwelling Units (as hereinafter defined) on a guest or tenant basis, to the extent designated on recorded plats or authorized by the Board of Directors of the Subassociation. Limited Common Areas shall be identified on the plat of a particular phase or phases as separate tracts.

Section 5. "Lot" shall mean and refer to any plot of land shown on a plat of the Property with the exception of any Common Area or Limited Common Area which lot is intended to have a Dwelling Unit constructed thereon.

Section 6. "Dwelling Unit" shall mean and refer to any building or portion thereof constructed on a lot and intended for use and occupancy as a residence by a single family susceptible to ownership in fee simple as to which Dwelling Unit a certificate of occupancy has been issued by the applicable governmental authorities.

Section 7. "Declarant" shall mean and refer to FLORIDA RESIDENTIAL COMMUNITIES, INC., its successors and assigns.

Section 8. "ARC" shall mean an architectural review committee appointed in accordance with Article V, whose duties shall be as set forth in Article V.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property.

Section 10. "Member" shall mean and refer to any Owner who is a member of the Association.

Section 11. "Subassociation Member" shall mean and refer to any owner who is a member of a Subassociation.

Section 12. "Subdivision Community" shall mean and refer to Stockbridge Planned Unit Development as platted on the Property or additions thereto as provided for in Article IX, Sections 4 and 5, hereinafter.

Section 13. "Additional Phase" shall mean and refer to phases of Stockbridge Planned Unit Development platted subsequent to Unit One of Stockbridge Planned Unit Development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any;

(b) The right of the Master Association to suspend the voting rights of 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.

(c) The right of the Master Association to dedicate or transfer all or any part of the Common Area to any

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public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Master Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A Members 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 shall be the Declarant and shall be entitled to three (3) votes for each Lot platted and owned by Declarant as well as for each Lot approved by Seminole County, Florida and the Federal Housing Administration for the Subdivision Community which totals four hundred twenty-five (425) Lots. 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:

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(a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) On December 31, 1990.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for Membership under Article III, Section 1.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Master Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. However, the liability for assessments with respect to each platted Lot owned by Declarant shall be: (1) twenty-five percent (25%) of the annual assessment or charges, and (2) twenty-five percent (25%) of the special assessments for capital improvements, provided that the Lot has no Dwelling Unit constructed thereon. So long as Declarant pays such reduced assessment for Dwelling Units or Lots owned by Declarant, Declarant shall be responsible for any funding deficiency of the Master Association as a result thereof for the year in which such reduced assessment is paid. Upon the first occupancy of the previously unoccupied Dwelling Unit owned by Declarant, whether or not ownership of that Lot is retained by Declarant, the full annual and special assessments shall immediately and permanently attach to the Lot from the date of such occupancy. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the

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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 also 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.

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment by the Master Association shall be ONE HUNDRED SEVENTY-TWO AND 20/100 DOLLARS (\$172.20) per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Master Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Master 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 upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 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 or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 1, above and may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which period shall begin on January 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. An invoice from the Master Association shall

constitute satisfactory written notice. The due dates shall be established by the Board of Directors. The Master Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Master Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Master Association as to the status of assessments on a Lot is binding upon the Master Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Master Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Master Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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 became 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 V

ARCHITECTURAL CONTROL

Section 1. Review by Architectural Review Committee. No building, fence, wall, pool, landscaping or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made unless it is in compliance with the zoning code of

Seminole County, Florida, and other applicable regulations and unless and 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 external design and location in relation to surrounding structures and topography by the Architectural Review Committee (ARC).

Section 2. Procedure for Review. Any Owner needing the approval of the ARC shall deliver an application or request for action to the ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with a floor plan, elevation plan, landscaping plan, site clearing plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument, and served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations for changes to gain approval. In the event the ARC takes no action on the application or request within the thirty (30) day period, then the application or request shall be deemed to be accepted.

Section 3. Composition of Architectural Review Committee. The ARC shall have at least three (3) members who shall initially be appointed by the Declarant. The members appointed to the ARC do not need to be Owners. So long as the Declarant maintains a controlling vote of the membership of the Association under the terms of Article III of this Declaration, the Declarant shall be entitled to appoint all members of the ARC and any successor members; provided, however, the Declarant shall at any time have the right to waive its right to appoint the members of the ARC. The members of the ARC shall be

appointed for staggered three (3) year terms, provided, however, the initial members of the ARC appointed by the Declarant shall serve so long as Declarant has the right to appoint all members of the ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, the Declarant shall promptly appoint a successor member of the ARC who shall serve at the pleasure of the Declarant. After the end of the term during which the Declarant may appoint all the members of the ARC, a majority of the Owners of Lots on the Property shall have the right to appoint the members of the ARC. The Owners shall so appoint the members of the ARC by ballot after ten (10) days written notice given by the then existing ARC that the Owners have the right to appoint members. Failure by any Owner to vote on membership of the ARC shall not in any way affect the validity of the appointment of a member to the ARC. The first ARC appointed by the Owners shall have three (3) members, one with a term of one (1) year, one with a term of two (2) years and one with a term of three (3) years. Each year thereafter the ARC shall provide a ten (10) day written notice to the Owners of Lots on the Property of the need to elect a new ARC member upon expiration of the term of a then existing ARC member. No meeting shall be required for the initial appointment of members to the ARC by the Owners or for any subsequent election and the person receiving the largest number of votes shall be elected to serve for a three (3) year term. The written notice from the ARC to the Owners shall include a ballot and shall set forth a deadline for voting no sooner than fifteen (15) days from the date the notice is mailed to the Owners. There shall be only one (1) vote per Lot cast, regardless of the number of Owners of a particular Lot, and the Owners of a Lot shall designate among themselves who shall cast their vote. Failure to so select, or the casting of more than one (1) vote in a particular election for any given Lot, shall eliminate the

right of the Owners of a given Lot to vote in that election. All votes cast by Owners shall be kept for a minimum of three (3) years and shall be available for inspection upon demand made by any Owner.

Section 4. Termination of ARC. The ARC of the Master Association shall exist so long as the Declarant shall own at least one (1) unsold Lot which is offered for sale in the course of ordinary business.

ARTICLE VI

EASEMENT RESERVED TO DECLARANT

Section 1. Easement over Common Area. For so long as Declarant is an owner of a Lot in the Property, the Declarant hereby reserves unto itself the right to grant an easement in perpetuity over, upon, under and across all Common Areas shown on the recorded subdivision plat of the Property together with the right to grant easements to others and such easements shall include, but shall not be limited to, the right to use the said Common Area to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and retention and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to provide for drainage and retention and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 2. Easement over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to reserve an easement to itself or grant an

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easement to any other entity over each Lot owned by Declarant for purposes of ingress and egress, to include driveways common to two or more Lots, drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided, however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utility company providing the utilities served by that utility easement.

Section 3. Establishment of Easements. All easements, as provided for in this Article, shall be established by one or more of the following methods, to wit:

- (a) By a specific designation of an easement on the recorded plat of the Property;
- (b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;
- (c) By a separate instrument referencing this Article VI, said instrument to be subsequently recorded by the Declarant; or
- (d) By virtue of the reservation of rights set forth in Section 2 of this Article VI.

ARTICLE VII

GENERAL RESTRICTIONS AND INSURANCE

Section 1. General Restrictive Covenants. The general restrictive covenants applicable to the Lots shall be set forth in Supplemental Declarations for each phase of the Stockbridge Planned Unit Development.

Section 2. Insurance.

- (a) The Master Association shall keep (i) any buildings in the Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage

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casualty policy in the amount of the maximum insurable replacement value thereof, and (ii) all personal property owned by the Master Association insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Master Association. Insurance proceeds for improvements in the Common Area and any personal property owned by the Master Association shall be payable to the Master Association. In the event of any loss, damage or destruction, the Master Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area. In the event the cost of such replacement, repair or rebuilding of improvements on the Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners.

(b) The Master Association shall procure and keep in force public liability insurance in the name of the Master Association against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in indemnity against the claim of one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

(c) Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Master Association and made available for inspection by Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancellable by the insurer without first giving at least ten (10) days prior notice in writing to

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the Master Association, and (ii) contain a waiver of subrogation by the insurer(s) against the Master Association, Board and Owners.

(d) Anything contained herein to the contrary notwithstanding, the Master Association shall maintain such insurance coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA") or the Federal National Mortgage Association ("FNMA") so long as VA, FHA or FNMA holds a mortgage on or owns any Lot.

ARTICLE VIII

COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Areas, the Limited Common Areas, and the improvements made thereto, and that it is in the interests of all of the Owners that the right to the use and enjoyment of the Common Areas and Limited Common Areas be retained by the Owners of Lots, the Declarant declares that the right to the use and enjoyment of any Owner in the Common Areas and Limited Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas and Limited Common Areas. In addition there shall exist no right to transfer the right to the use and enjoyment of the Common Areas and Limited Common Areas in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Areas and Limited Common Areas appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Declarant or the Master Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by

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which said Lot is conveyed.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Master Association, the Declarant, 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 Master 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. If the Master Association, the Declarant or any Owner shall seek to enforce the provisions of this Declaration, then said party shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise 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 during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property and Common Area or Limited Common Area, other than that described in subparagraph (b) below, may be annexed to the Property

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with the consent of two-thirds (2/3) of each class of members;

(b) Land within the area described on Exhibit "B" attached hereto, may be annexed by the Declarant without the consent of members so long as Declarant is a Class B Member of the Master Association, provided the Federal Housing Administration (FHA) and the Veteran's Administration (VA) consent to such annexation. Upon annexation of said additional land, the owners of lots within land so annexed for all intents and purposes shall be deemed to be members of the Stockbridge Master Homeowners Association, Inc. in accordance with the provisions of this Declaration. The Owners of the Lots shall be subject to its rules, regulations and bylaws in the same manner and with the same effect as the original Owners and shall have the same rights and obligations as to the Common Areas and Limited Common Areas. When additional land is annexed, the Declarant shall file a Supplemental Declaration among the Public Records of Seminole County, Florida, which Supplemental Declaration shall reference this Declaration and shall contain the legal description of the land annexed. Such Supplemental Declaration or a separate Supplemental Declaration may contain provisions for creating a Subassociation for the area being annexed with its members being the Owners of the Lots in the area being annexed, and shall set forth such special provisions and restrictions which apply only to the area being annexed, but which shall not conflict with the provisions of this Declaration. Such Owners shall also be members of the Master Association. Notwithstanding any other provision of this Declaration to the contrary, the Supplemental Declarations described herein shall not be required to be executed by any existing Owners, other than Declarant.

Section 5. Right of Master Association to Merge. The Master Association retains the right to merge with any other homeowners association provided such homeowners association is for a FHA or VA approved subdivision and provided FHA approves such merger. This right shall be exercised by recordation of an Amendment to this Declaration recorded among the Public Records of Seminole County, which Amendment shall set forth a legal description of the property to which this Declaration, as amended, shall apply. The Amendment shall further have attached to it a resolution of this Master Association and the homeowners association with which a merger is to take place, and such resolution shall be certified by the Corporate Secretary thereof and shall state:

(a) That a meeting of the homeowners association was held in accordance with its bylaws;

(b) That a two-thirds (2/3) vote of all classes of members approved the merger.

The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties not covered by Article IX, dedication of Common Area, merger as provided in Section 5 of this Article IX, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, FLORIDA RESIDENTIAL COMMUNITIES, INC., has caused its seal to be hereunto affixed and these presents

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to be signed by its Vice President, thereunto duly authorized,

this 29th day of December, 1983.

Signed, sealed and delivered
in the presence of:

FLORIDA RESIDENTIAL
COMMUNITIES, INC.

By:

Howard B. Lefkowitz
Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29th day of December, 1983
before me personally appeared Howard B. Lefkowitz, Vice
President of FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida
corporation, to me known to be the person who signed the
foregoing instrument, as such officer and acknowledged the
execution thereof to be his free act and deed as such officer
for the uses and purposes therein mentioned, and that the said
instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State
first above written.

Elizabeth J. Bishop
Notary Public
My Commission Expires
July 22, 1985

RECORDED & VERIFIED
JAN 4 4 49 PM '84
CLERK CIRCUIT COURT
SEMINOLE COUNTY FL.

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EXHIBIT "A"

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED $N00^{\circ}04'38"E$, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN THENCE $S00^{\circ}04'38"W$, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE RUN $S89^{\circ}20'33"E$, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 1207.08 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE $S00^{\circ}12'13"W$, ALONG SAID EAST LINE, A DISTANCE OF 1320.38 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF FOXWOOD PHASE 3, 1ST ADDITION AS RECORDED IN PLAT BOOK 23, PAGE 35, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN $N88^{\circ}48'32"W$, ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 132.14 FEET; THENCE $S01^{\circ}13'28"W$, A DISTANCE OF 135.73 FEET FOR A POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF $27^{\circ}18'51"$ AND A RADIUS OF 180.00 FEET; THENCE FROM A TANGENT BEARING OF $S26^{\circ}05'30"E$, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.28 FEET TO THE POINT OF TANGENCY; THENCE $S56^{\circ}24'31"E$, A DISTANCE OF 120.58 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF $77^{\circ}25'44"$ AND A RADIUS OF 25.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 33.78 FEET TO THE POINT OF TANGENCY; THENCE $N48^{\circ}10'18"E$, A DISTANCE OF 10.73 FEET; THENCE $S43^{\circ}48'41"E$, A DISTANCE OF 48.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF $83^{\circ}28'08"$ AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF $S48^{\circ}10'18"W$, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF $11^{\circ}22'22"$ AND A RADIUS OF 140.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.87 FEET TO THE POINT OF TANGENCY; THENCE $S25^{\circ}51'27"E$, A DISTANCE OF 85.41 FEET; THENCE $N44^{\circ}47'22"E$, A DISTANCE OF 155.11 FEET; THENCE $S45^{\circ}12'38"E$, A DISTANCE OF 240.83 FEET; THENCE $S44^{\circ}47'22"W$, A DISTANCE OF 248.44 FEET; THENCE $S45^{\circ}12'38"E$, A DISTANCE OF 48.38 FEET; THENCE $S20^{\circ}38'33"W$, A DISTANCE OF 84.80 FEET; THENCE $S10^{\circ}50'21"E$, A DISTANCE OF 50.00 FEET; THENCE $S40^{\circ}39'29"W$, A DISTANCE OF 58.74 FEET TO THE NORTHERNMOST CORNER OF THE FLORIDA POWER CORPORATION PIEDMONT SUBSTATION SITE; THENCE $S44^{\circ}48'14"W$, ALONG THE NORTHWESTERLY LINE OF SAID PIEDMONT SUBSTATION SITE, A DISTANCE OF 634.96 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 436; THENCE $N33^{\circ}43'48"W$, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 42.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF $18^{\circ}20'37"$ AND A RADIUS OF 1278.11 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 345.82 FEET; THENCE $N00^{\circ}18'44"E$, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 989.49 FEET; THENCE $S88^{\circ}48'32"E$, A DISTANCE OF 130.00 FEET; THENCE $S01^{\circ}13'28"W$, A DISTANCE OF 10.00 FEET; THENCE $S88^{\circ}48'32"E$, A DISTANCE OF 149.00 FEET; THENCE $N01^{\circ}13'28"E$, A DISTANCE OF 26.88 FEET; THENCE $S88^{\circ}48'32"E$, A DISTANCE OF 117.25 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF $08^{\circ}12'20"$ AND A RADIUS OF 200.00 FEET; THENCE FROM A TANGENT BEARING OF $S18^{\circ}53'20"E$, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 32.13 FEET; THENCE $N80^{\circ}54'21"E$, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 17.733 ACRES MORE OR LESS.

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UNIT TWO

NORTH PARCEL

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FOR MICROFILMING

EXHIBIT "B"

OFFICIAL RECORDS
BOOK PAGE

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VILLAS OF STOCKBRIDGE

FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT,
UNIT ONE, SEMINOLE COUNTY, FLORIDA

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT
DEVELOPMENT, UNIT ONE, SEMINOLE COUNTY, FLORIDA, for the Villas
of Stockbridge (hereinafter referred to as the "Declaration"),
made on the date hereinafter set forth by FLORIDA RESIDENTIAL
COMMUNITIES, INC., a Florida corporation, with the principal
mailing address of Suite 400, 101 Wynmore Road, Altamonte
Springs, Seminole County, Florida (hereinafter referred to as
"Declarant").

WITNESSETH:

WHEREAS, Declarant is the sole record owner in fee simple
of certain real property (hereinafter referred to as the "Phase
One Property") located in Seminole County, Florida, which is
more particularly described on Exhibit "A" attached hereto; and

WHEREAS, the Declarant desires to develop the Phase One
Property as a phase of the Planned Unit Development known as
the Stockbridge Planned Unit Development and intends to develop
additional parcels or sections of the Stockbridge Planned Unit
Development which shall become part of the Phase One Property
by virtue of the Supplemental Declaration as more specifically
set forth hereafter; and

WHEREAS, Declarant has previously caused to be recorded
that certain Master Declaration of Covenants, Conditions and
Restrictions for Stockbridge Planned Unit Development, Seminole
County, Florida (hereinafter referred to as the "Original
Declaration"), recorded Jan. 4, 1984, 1984, in Official Records
Book 1514, Page 1843, Public Records of Seminole County,
Florida; and

WHEREAS, Declarant has incorporated the Phase One Property
into the Stockbridge Planned Unit Development as set forth in
Article IX, Section 4(b) of the Original Declaration which

NOTE TO: E. L. LUTER
F.A.C., 101 WYNMORE RD.,
SUITE 400, ALTAMONTE SPRINGS, FL 32714

THIS INSTRUMENT PREPARED BY:
DAVE BARKET, ESQ.
LEWIS, BARKET, DODGER & KANTHA
P.O. BOX 2809
ORLANDO, FLORIDA 32802

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provides for the preservation of the values and amenities of the Phase One Property, and for the maintenance of recreation areas, open space, green belt areas, recreational amenities, roadways and parking areas and other common facilities as may be specifically designated on the plat of Stockbridge Planned Unit Development, Phase One, and to this end, has heretofore subjected the Phase One Property to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration and does hereby subject the Phase One Property to these covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Phase One Property and each subsequent owner of all or part thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in Stockbridge Planned Unit Development, Phase One, to create a homeowners' association to which should be delegated and assigned the powers of maintaining and administering the Limited Common Area properties and facilities (as hereinafter defined) within Stockbridge Planned Unit Development, Phase One; administering and enforcing these covenants and restrictions; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida, a Subassociation as defined in the Original Declaration, which Subassociation is known as the VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation (hereinafter referred to as the "Villas"), for the purpose of exercising the functions aforesaid; and

WHEREAS, in addition to being members of the Villas, the homeowners in STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT ONE, are also members of the Master Association as defined in the Original Declaration;

NOW THEREFORE, Declarant declares that all of the Unit One

Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Original Declaration and the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Unit One Property and be binding on all parties having any right, title or interest in the Unit One Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The definitions contained in the Original Declaration are incorporated herein by reference. In addition, the following definitions shall be used in the context of this Declaration.

Section 1. "Limited Common Area" shall mean all personal property and real property including the improvements thereon owned by the Villas for the common use and enjoyment of the Owners of Lots in the Unit One Property, whether acquired by the Villas by purchase or conveyed to the Villas by the Declarant or otherwise acquired. The Limited Common Area is identified by tract on the plat of the Stockbridge Planned Unit Development, Unit One, as Tracts B and C, and is subject to the dedication set forth on said plat. The term "Limited Common Area" shall also include any intangible personal property acquired by the Villas, including but not limited to promissory notes and security instruments, if such property is designated as such by the Villas. All Limited Common Areas are to be devoted to and intended for the common use and enjoyment of the members of the Villas, their families, guests, persons occupying Dwelling Units on a guest or tenant basis, and to the extent designated on recorded plats or authorized by the Board of Directors of the Villas.

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ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Limited Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Villas to charge reasonable admission and other fees for the use of any recreational facility situated upon the Limited Common Area;

(b) The right of the Villas to suspend the voting rights and right to use of the recreational amenities 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.

(c) The right of the Villas to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Villas. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members of the Villas has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Limited Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Villas. Membership shall be appurtenant to and may not be separated from ownership of

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any Lot which is subject to assessment.

Section 2. The Villas shall have two classes of voting Membership:

Class A. Class A Members 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 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 the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) On December 31, 1990.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for Membership under Article III, Section 1.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Villas: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. However, the liability for assessments with respect to Lots owned by Declarant shall be:

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(1) twenty-five percent (25%) of the annual assessment or charges, and (2) twenty-five percent (25%) of the special assessments for capital improvements, provided that the Lot has no Dwelling Unit constructed thereon. So long as Declarant pays such reduced assessment for Lots owned by Declarant, Declarant shall be responsible for any funding deficiency of the Villas as a result thereof for the year in which such reduced assessment is paid. Upon the first occupancy of the previously unoccupied Dwelling Unit owned by Declarant, whether or not ownership of that Lot is retained by Declarant, the full annual and special assessments shall immediately and permanently attach to the Lot from the date of such occupancy. 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 also 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.

Section 2. Purpose of Assessments. The assessments levied by the Villas shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Unit One Property and annexations thereto and for the improvement and maintenance of the Limited Common Area.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED FIFTY-ONE AND 80/100 DOLLARS (\$151.80) per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased

each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Villas may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Villas 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 upon the Limited Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 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 or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 1, above and may be

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collected on a monthly, quarterly, semi-annual or annual basis.

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Limited Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which period shall begin on January 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. An invoice from the Villas shall constitute satisfactory written notice. The due dates shall be established by the Board of Directors of the Villas. The Villas shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Villas setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Villas as to the status of assessments on a Lot is binding upon the Villas as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Villas. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Villas may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Limited Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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 became 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 V

VILLAS ARCHITECTURAL CONTROL

Section 1. Review by Villas Architectural Review Committee. No Building, fence, wall, pool, landscaping or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made unless it is in compliance with the zoning code of Seminole County, Florida and other applicable regulations and unless and 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 external design and location in relation to surrounding structures and topography by the Villas Architectural Review Committee (Villas ARC).

Section 2. Procedure for Review. Any Owner needing the approval of the Villas ARC shall deliver an application or request for action to the Villas ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with a floor plan, elevation plan, landscaping plan, site clearing plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the Villas ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument, and served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations for changes to gain approval. In the event the Villas ARC takes no action on the application or

request within the thirty (30) day period, then the application or request shall be deemed to be accepted.

Section 3. Composition of Villas Architectural Review Committee. The Villas shall have at least three (3) members who shall initially be appointed by the Declarant. The members appointed to the Villas ARC do not need to be Owners. So long as the Declarant maintains a controlling vote of the membership of the Association under the terms of Article II of this Declaration, the Declarant shall be entitled to appoint all members of the Villas ARC and any successor members; provided, however, the Declarant shall at any time have the right to waive its right to appoint the members of the Villas ARC. The members of the Villas ARC shall be appointed for staggered three (3) year terms, provided, however, the initial members of the Villas ARC appointed by the Declarant shall serve so long as Declarant has the right to appoint all members of the Villas ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the Villas ARC, the Declarant shall promptly appoint a successor member of the Villas ARC who shall serve at the pleasure of the Declarant. After the end of the term during which the Declarant may appoint all the members of the Villas ARC, a majority of the Owners of Lots on the Property shall have the right to appoint the members of the Villas ARC. The Owners shall so appoint the members of the Villas ARC by ballot after ten (10) days' written notice given by the then existing Villas ARC that the Owners have the right to appoint members. Failure by any Owner to vote on membership of the Villas ARC shall not in any way affect the validity of the appointment of a member of the Villas ARC. The first Villas ARC appointed by the Owners shall have three (3) members, one with a term of one (1) year, one with a term of two (2) years and one with a term of three (3) years. Each year thereafter the Villas ARC shall provide a ten (10) day written notice to the Owners of Lots on the Property

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of the need to elect a new Villas ARC member upon expiration of the term of a then existing Villas ARC member. No meeting shall be required for the initial appointment of members to the Villas ARC by the Owners or for any subsequent election and the person receiving the largest number of votes shall be elected to serve for a three (3) year term. The written notice from the Villas ARC to the Owners shall include a ballot and shall set forth a deadline for voting no sooner than fifteen (15) days from the date the notice is mailed to the Owners. There shall be only one (1) vote per Lot cast, regardless of the number of Owners of a particular Lot, and the Owners of a Lot shall designate among themselves who shall cast their vote. Failure to so select, or the casting of more than one (1) vote in a particular election for any given Lot, shall eliminate the right of the Owners of a given Lot to vote in that election. All votes cast by Owners shall be kept for a minimum of three (3) years and shall be available for inspection upon demand made by any Owner.

Section 4. Master Association ARC. All Lots in the Property shall comply with the rules of the Architectural Review Committee of the Master Association (hereinafter referred to as the "ARC") in accordance with the Original Declaration.

ARTICLE VI

EASEMENT RESERVED TO DECLARANT

Section 1. Easement over Limited Common Area. For so long as Declarant is the owner of a Lot in the Unit One Property, the Declarant hereby reserves unto itself the right to grant an easement in perpetuity over, upon, under and across all Limited Common Areas shown on the recorded subdivision plat of the Unit One Property together with the right to grant easements to others and such easement shall include, but shall not be limited to, the right to use the said Limited Common Area to erect, maintain and use electric and telephone poles,

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wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and retention and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to provide for drainage and retention and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 2. Easement over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to reserve an easement to itself or grant an easement to any other entity over each Lot owned by Declarant for purposes of ingress and egress, to include driveways common to two or more Lots, drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided, however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utility company providing the utilities served by that utility easement.

Section 3. Common Driveway Easements. There shall hereby be created common driveway easements over and across any Lot to serve an adjoining Lot where, in the course of development of the two (2) or more adjoining Lots, it is necessary for access to one or both of the Lots that there be provided a driveway common to both Lots, all as more particularly set forth in Section 13 of Article VII hereafter.

Section 4. Establishment of Easements. All easements, as

provided for in this Article, shall be established by one or more of the following methods, to wit:

(a) By a specific designation of an easement on the recorded plat of the Unit One Property;

(b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;

(c) By a separate instrument referencing this Article VI, said instrument to be subsequently recorded by the Declarant;

(d) By virtue of the reservation of rights set forth in Section 2 of this Article VI.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots in the Unit One Property, except as modified by the Supplemental Declarations for each subsequent phase of the Stockbridge Planned Unit Development.

Section 2. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot or Dwelling Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than the Dwelling Units designated for residential use and private garages. The foregoing shall not prohibit the Declarant from using Dwelling Units as models or offices.

Section 3. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, campor, tent, shack, shed, boat, barn or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or

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permanent, unless approved by the Villas ARC and the ARC for the Master Association for use during construction only; provided, however, that this prohibition shall not apply to shelters used by the contractor or Declarant during the construction of any Dwelling Unit.

Section 4. Parking Restrictions. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper or other similar vehicle shall be parked on the street, including right-of-way thereof, overnight or for a continuous period of time in excess of ten (10) consecutive hours.

Section 5. Storage Restrictions. No automobile, truck, house trailer, mobile home, camper, boat, boat and trailer or trailer or other similar vehicle along shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a Dwelling Unit.

Section 6. Livestock and Animal Restrictions. No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot or in any Dwelling Unit; provided, however, that dogs, cats or other common domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of Owner's Lot except on a leash. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

Section 7. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, or in any Dwelling Unit, nor shall anything be

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done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot, driveway, Common Area or Limited Common Area shall be used for the purpose of vehicle repair or maintenance.

Section 8. Restrictions on Walls, Fences or Hedges. No wall, fence or hedge over six (6) feet tall as measured from existing ground level shall be erected, placed, altered, maintained or permitted to remain on any Lot unless and until the height, type or location thereof have been approved by the ARC of the Master Association in accordance with the Original Declaration and the Villas ARC.

Section 9. Sewerage Restrictions. No septic tank, drain field, mobile home storage tank or other similar container shall be permitted to exist on any Lot, except, however, that a "gray water" system may be used if approved by appropriate governmental agencies.

Section 10. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Villas shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Villas detracts from the overall beauty, setting and safety of the Unit One Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Villas and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Villas to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Villas in exercising its rights under this Section shall

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constitute a special assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any assessment or special assessment.

Section 11. Signs. No commercial signs, or other signs, shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the Villas or except as may be required by legal proceedings, it being understood that the Villas will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed four (4) square feet. If permission is granted for any other signage, the Villas shall have the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Villas. These restrictions shall not apply to restrict the Declarant or its agents from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit.

Section 12. Exterior Maintenance. The Villas shall have the right, but not the duty, to provide all exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance for any areas not walled or fenced in for use as a patio in order to maintain the integrity and well being, reputation and aesthetic value of the Subdivision Community. The Villas may exercise this right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Dwelling Unit to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Villas in

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performing repairs or maintenance under this Section shall be paid for by the Owner and if the Owner fails to pay, then the Villas shall have the right to impose a special assessment against said Owner and said Owner's Lot or Dwelling Unit to pay for the cost of repairs and replacements. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Villas. The Villas shall have the right to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Villas or its agent shall not be deemed a trespass.

Section 13. Party Walls and Common Driveways. All common or party walls and common driveways shall be maintained by the Owners of those Dwelling Units adjoining a party wall or served by the common driveway subject to the right, but not the obligation, of the Villas to maintain the same as hereinafter set forth. If an Owner, or his agents, guests, invitees or others whose presence is authorized by an Owner including an Owner's tenant damages a party or common wall or common driveway, or causes damage to the person or property of an adjoining Owner or tenant as a result of damage to a party or common wall or common driveway arising from the negligence or intentional acts of said Owner or tenant, then said Owner shall be liable and responsible for the damages to the party wall or common driveway and for the damages to the person or property of the adjoining Owner or tenant in repairing the party wall or common driveway and in the collection of all costs and damages, including reasonable attorneys' fees. Further, where two (2) Dwelling Units are connected by a party wall, it will be the responsibility of each Owner of such Dwelling Units to maintain property insurance on his Dwelling Unit in sufficient amounts of coverage to guarantee the replacement or repair of the entire Dwelling Unit and the entire party wall, in the event of

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total damage or loss of the Dwelling Unit or party wall. Each Owner of a Dwelling Unit adjoining a party wall shall furnish proof of their paid property insurance to the Villas annually. The Villas shall not have the duty to determine whether any Owner has provided such proof, or to determine the sufficiency of such proof, and shall not be liable for failing to make these determinations.

All costs of reconstructing a party wall or common driveway in the event such party wall or common driveway is destroyed or damaged not as the result of the negligence or intentional acts of either adjoining Owner or their tenants, shall be borne equally by the Owners of the Dwelling Units adjoining such party wall or served by such common driveway. In the event one Owner bears the entire expense for reconstruction of a party wall or common driveway under this Section, then in such event the Owner of the adjoining Dwelling Unit shall pay to the Owner who reconstructed the party wall or common driveway one-half (1/2) of the expense incurred in that reconstruction. The Villas shall have the right to enter on the other adjoining Lot and into the adjoining Dwelling Unit, after notice: (1) for the purpose of reconstructing a party wall or common driveway where a threat to life or property exists and nonconstruction or repair will perpetuate that threat; or (2) for the purpose of enhancing the aesthetic appearance of the party wall or common driveway.

Either adjoining Owner shall have an equal right to use a party wall for the support of structural members of a Dwelling Unit to be constructed on either of the adjoining Lots and a common driveway for access to each Lot served thereby. This right shall be subject, however, to payment by the Owner seeking to tie into the party wall of any costs involved in tying into the party wall and payment of any damage occasioned therefrom.

Each party wall shall be subject to an easement of support

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for adjoining Dwelling Units subject to payment of costs as provided above and shall be subject to an easement for conduit, ducts, plumbing, wiring and other facilities for the furnishing of utility services to adjoining Dwelling Units.

Section 14. Interior Maintenance. Each individual Owner shall have the responsibility to maintain the interior of their respective Dwelling Unit. In the event the interior of a Dwelling Unit attached by a common wall to an adjoining Dwelling Unit is damaged in such fashion so as to create a health or safety hazard to the adjoining Dwelling Unit or to create a nuisance, and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the Villas shall have the right, but not the duty, to make reasonable repairs to the interior of such Dwelling Unit. Any and all costs incurred by the Villas in performing repairs or maintenance under this Section shall be paid for by the Owner and if the Owner fails to pay, then the Villas shall be entitled to make a special assessment against the Owner and said Owner's Lot or Dwelling Unit to pay for the costs of such repairs. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Villas.

Section 15. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Villas, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit or after reasonable notice to the Owner to enter any Dwelling Unit at reasonable hours on any day of the week.

Section 16. Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of eight inches (8") or more (measured four feet [4'] from ground level) may not be removed without prior

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approval of the ARC for the Master Association and the Villas ARC. All requests for approval of tree removal shall be submitted to said ARC's along with a plan showing generally the location of such tree(s). Notwithstanding the foregoing, the Seminole County Arbor Ordinance shall take precedence over this Section 16.

Section 17. Replacement of Trees. Anyone violating the provisions of Section 16 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the ARC of either the Master Association or the Villas. If the Owner fails or refuses to replace the trees as demanded, either of the ARC's shall cause suitable replacements to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the ARC's, their agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 16 and this Section 17.

Section 18. Insurance.

(a) The Villas shall keep (i) any buildings in the Limited Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof, and (ii) all personal property owned by the Villas insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Villas. Insurance proceeds for improvements in the Limited Common Area and any personal property owned by the Villas shall be payable to the Villas. In the event of any loss, damage or destruction, the Villas shall cause the same to be replaced, repaired or rebuilt if it occurred in the Limited Common Area. In the event the cost of such replacement, repair or rebuilding of improvements on the

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Limited Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners.

(b) The Villas shall procure and keep in force public liability insurance in the name of the Villas against any liability for personal injury or property damage resulting from any occurrence in or about the Limited Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in indemnity against the claim of one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

(c) Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Villas and made available for inspection by Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancellable by the insurer without first giving at least ten (10) days prior notice in writing to the Villas, and (ii) contain a waiver of subrogation by the insurer(s) against the Villas, Board and Owners.

(d) Anything contained herein to the contrary notwithstanding, the Villas shall maintain such insurance coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or the Federal National Mortgage Association ("FNMA") so long as VA, FHA or FNMA holds a mortgage on or owns any Lot.

Section 19. Swimming Pools. No above ground swimming pools shall be permitted on the Unit One Property.

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ARTICLE VIII

COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Limited Common Area and the improvements made thereto, and that it is in the interests of all of the Owners that the right to the use and enjoyment of the Limited Common Area be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Limited Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Limited Common Area. In addition there shall exist no right to transfer the right to the use and enjoyment of the Limited Common Area in any manner other than as an appurtenance to, and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Limited Common Area appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Declarant or the Villas for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Villas, 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 Villas, the Declarant 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. If the Villas or the Declarant or any Owner shall seek to enforce the provisions of

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this Declaration, then said party shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise 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 during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property and Limited Common Area, other than that described in subparagraph (b) below, may be annexed to the Unit One Property with the consent of two-thirds (2/3) of each class of members;

(b) Additional land within the area described on Exhibit "A" attached hereto, may be annexed by the Declarant for certain specific purposes without the consent of members so long as Declarant is a Class B Member of the Villas, provided the Federal Housing Administration (FHA) and the Veteran's Administration (VA) consent to such annexation. Upon annexation of said additional land, the owners of lots within land so annexed for all intents and purposes shall be deemed to be members of the Villas in accordance with the provisions of this Declaration, but only for the purposes set forth in the Supplemental Declaration provided for below. The Owners

of the Lots shall be subject to the Villas' rules, regulations and bylaws in the same manner and with the same effect as the original Lot Owners, insofar as those rules, regulations and bylaws apply to the specific purposes for which the additional land was annexed. When additional land is annexed, the Declarant shall file a Supplemental Declaration among the Public Records of Seminole County, Florida, which Supplemental Declaration shall reference this Declaration and shall contain the legal description of the land annexed and shall set forth the purpose for the annexation and such special provisions and restrictions which apply only to the area being annexed. Such Supplemental Declaration may provide for a special assessment to be charged to the Owners of Dwelling Units in the additional lands being annexed which special assessment shall relate only to those particular Limited Common Areas which the Owners of Dwelling Units in the additional land being annexed are entitled to use. Notwithstanding any other provision of this Declaration to the contrary, the Supplemental Declaration adding such annexed lands shall not be required to be executed by any existing Owners, other than Declarant.

Section 5. Right of The Villas to Merge. The Villas retains the right to merge with any other homeowners association provided such homeowners association is for an FHA or VA approved subdivision and provided FHA approves such merger. This right shall be exercised by recordation of an Amendment to this Declaration recorded among the Public Records of Seminole County, which Amendment shall set forth a legal description of the property to which this Declaration, as amended, shall apply. The Amendment shall further have attached to it a resolution of the Villas and the homeowners association with which a merger is to take place, and such resolution shall be certified by the Corporate Secretary.

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thereof and shall state:

The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties not covered by Article IX, dedication of Limited Common Area, merger as provided in Section 5 of this Article IX, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, FLORIDA RESIDENTIAL COMMUNITIES, INC., has caused its seal to be hereunto affixed and these presents to be signed by its Vice President, thereunto duly authorized, this 10TH day of JANUARY, 1983.

Signed, sealed and delivered in the presence of:

FLORIDA RESIDENTIAL
COMMUNITIES, INC.

Marianne B. Blake
[Signature]

By: Howard B. Lefkowitz
Vice President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 10TH day of JANUARY, 1983, before me personally appeared Howard B. Lefkowitz, Vice President of FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the

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RECORDED & VERIFIED
CLERK CIRCUIT COURT
SEMINOLE COUNTY FL.
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execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State first above written.

Elizabeth J. Taylor
Notary Public
My Commission Expires July 22, 1986



This is Not a Certified copy

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EXHIBIT "A"

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED $N00^{\circ}04'38"E$, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN THENCE $S00^{\circ}04'38"W$, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE RUN $S89^{\circ}20'33"E$, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 1207.08 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE $S00^{\circ}12'13"W$, ALONG SAID EAST LINE, A DISTANCE OF 1520.38 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF FOXWOOD PHASE 3, 1ST ADDITION AS RECORDED IN PLAT BOOK 23, PAGE 35, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN $N88^{\circ}46'32"W$, ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 132.14 FEET; THENCE $S01^{\circ}13'28"W$, A DISTANCE OF 135.73 FEET FOR A POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF $27^{\circ}18'51"$ AND A RADIUS OF 160.00 FEET; THENCE FROM A TANGENT BEARING OF $S29^{\circ}05'38"E$, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 76.28 FEET TO THE POINT OF TANGENCY; THENCE $S58^{\circ}24'31"E$, A DISTANCE OF 120.58 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF $77^{\circ}25'11"$ AND A RADIUS OF 25.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 33.78 FEET TO THE POINT OF TANGENCY; THENCE $N45^{\circ}10'18"E$, A DISTANCE OF 10.73 FEET; THENCE $S43^{\circ}49'41"E$, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF $83^{\circ}26'08"$ AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF $S45^{\circ}10'18"W$, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF $11^{\circ}24'22"$ AND A RADIUS OF 140.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.67 FEET TO THE POINT OF TANGENCY; THENCE $S25^{\circ}51'27"E$, A DISTANCE OF 65.41 FEET; THENCE $N44^{\circ}47'22"E$, A DISTANCE OF 155.11 FEET; THENCE $S45^{\circ}12'38"E$, A DISTANCE OF 240.63 FEET; THENCE $S44^{\circ}47'22"W$, A DISTANCE OF 248.44 FEET; THENCE $S45^{\circ}12'38"E$, A DISTANCE OF 46.38 FEET; THENCE $S20^{\circ}38'33"W$, A DISTANCE OF 94.80 FEET; THENCE $S10^{\circ}50'21"E$, A DISTANCE OF 50.80 FEET; THENCE $S40^{\circ}39'29"W$, A DISTANCE OF 58.74 FEET TO THE NORTHERNMOST CORNER OF THE FLORIDA POWER CORPORATION PIEDMONT SUBSTATION SITE; THENCE $S44^{\circ}46'14"W$, ALONG THE NORTHWESTERLY LINE OF SAID PIEDMONT SUBSTATION SITE, A DISTANCE OF 634.96 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 436; THENCE $N53^{\circ}43'46"W$, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 43.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF $15^{\circ}28'37"$ AND A RADIUS OF 1278.11 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 345.82 FEET; THENCE $N00^{\circ}18'44"E$, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 969.48 FEET; THENCE $S88^{\circ}46'32"E$, A DISTANCE OF 130.00 FEET; THENCE $S01^{\circ}13'28"W$, A DISTANCE OF 10.00 FEET; THENCE $S88^{\circ}46'32"E$, A DISTANCE OF 149.00 FEET; THENCE $N01^{\circ}13'28"E$, A DISTANCE OF 26.98 FEET; THENCE $S88^{\circ}46'32"E$, A DISTANCE OF 117.25 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF $09^{\circ}12'20"$ AND A RADIUS OF 200.00 FEET; THENCE FROM A TANGENT BEARING OF $S18^{\circ}53'20"E$, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 42.18 FEET; THENCE $N60^{\circ}54'21"E$, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 17.733 ACRES MORE OR LESS.

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SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ANNEXING CERTAIN REAL PROPERTY INTO
STOCKBRIDGE PLANNED UNIT DEVELOPMENT, STOCKBRIDGE MASTER
HOMEOWNERS' ASSOCIATION, INC., AND VILLAS OF
STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.,
FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT TWO,
SEMINOLE COUNTY, FLORIDA

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ANNEXING CERTAIN REAL PROPERTY INTO STOCKBRIDGE
PLANNED UNIT DEVELOPMENT, STOCKBRIDGE MASTER HOMEOWNERS'
ASSOCIATION, INC. AND VILLAS OF STOCKBRIDGE HOMEOWNERS'
ASSOCIATION, INC., FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT,
UNIT TWO, SEMINOLE COUNTY, FLORIDA (hereinafter referred to
as the "Declaration"), made on the date hereinafter set forth
by FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida
corporation, with the principal mailing address of 101 Wymore
Road, Suite 400, Altamonte Springs, Seminole County, Florida
32750 (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant has developed certain real property
(hereinafter referred to as the "Property"), located in
Seminole County, Florida, which is more particularly described
on Exhibit "A" attached hereto, into the initial phase of the
planned unit development known as Stockbridge Planned Unit
Development; and

WHEREAS, Declarant established certain covenants and
restrictions on the Property by virtue of that certain Master
Declaration of Covenants, Conditions and Restrictions for
Stockbridge Planned Unit Development, Seminole County, Florida
(hereinafter referred to as the "Master Declaration") dated
December 29, 1983 and recorded on January 3, 1984 in Official
Records Book 1514, Page 1843, Public Records of Seminole
County, Florida; and

WHEREAS, Declarant established certain other covenants and
restrictions on the Property by virtue of that certain First
Supplemental Declaration of Covenants, Conditions and
Restrictions for Stockbridge Planned Unit Development, Unit

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One, Seminole County, Florida (hereinafter referred to as the "Unit One Declaration"), dated January 10, 1984 and recorded on January 13, 1984 in Official Records Book 1517, Page 0256, Public Records of Seminole County, Florida; and

WHEREAS, Article IX, Section 4(b) of the Master Declaration and Article IX, Section 4(b) of the Unit One Declaration provide that land within the area described on Exhibit "A" attached to the Master Declaration and land described on Exhibit "B" attached to Unit One Declaration, respectively, may be annexed by the Declarant without consent of the members of Stockbridge Master Homeowners' Association, Inc. or the members of Villas of Stockbridge Homeowners' Association, Inc. so long as Declarant is a Class B Member thereof, and provided the Federal Housing Administration and the Veteran's Administration consent to such annexation; and

WHEREAS, Article IX, Section 4(b) of the Master Declaration and Article IX, Section 4(b) of the Unit One Declaration both provide that when additional land is annexed, Declarant shall file a Supplemental Declaration among the Public Records of Seminole County, Florida, which Supplemental Declaration shall reference the Master Declaration and the Unit One Declaration, and which need not be executed by any existing Owners (as that term is defined in the Master Declaration) other than Declarant; and

WHEREAS, Declarant is the sole record owner in fee simple of certain real property (hereinafter referred to as the "Annexed Property") located in Seminole County, Florida, which is more particularly described on Exhibit "A" attached hereto, and which land is within the area described on Exhibit "B" attached to the Master Declaration and Exhibit "B" attached to the Unit One Declaration; and

WHEREAS, Declarant intends to develop the Annexed Property into an additional Unit of Stockbridge Planned Unit Development, and subject the Annexed Property to the terms and

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provisions of the Master Declaration and the Unit One Declaration; and

WHEREAS, Declarant is a Class B Member of both the Stockbridge Master Homeowners' Association, Inc. and the Villas of Stockbridge Homeowners' Association, Inc.

NOW THEREFORE, Declarant declares as follows:

A. That the Annexed Property shall be and become an additional Unit of Stockbridge Planned Unit Development and Unit One thereof and shall be referred to as "Stockbridge Planned Unit Development, Unit Two, Seminole County, Florida."

B. That the Annexed Property and all owners thereof shall be subject to the terms of the Master Declaration and the Unit One Declaration.

C. That the Owners of any Lots (as those terms are defined in the Master Declaration) in the Annexed Property shall, for all intents and purposes, be deemed to be members of the Stockbridge Master Homeowners' Association, Inc. in accordance with the terms and provisions of the Master Declaration, and members of the Villas of Stockbridge Homeowners' Association, Inc., in accordance with the terms and provisions of the Unit One Declaration.

D. That in accordance with the terms and provisions of the Master Declaration and the Unit One Declaration, Declarant shall record among the Public Records of Seminole County, Florida, a Supplemental Declaration for the Annexed Property, which shall reference this Declaration and shall set forth such special provisions and restrictions which apply only to the Annexed Property, and which may set forth any other matters not disallowed by the Master Declaration or the Unit One Declaration.

IN WITNESS WHEREOF, FLORIDA RESIDENTIAL COMMUNITIES, INC. has caused its seal to be hereunto affixed and these presents

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to be signed by its Vice President, thereunto duly authorized,

this 1st day of April, 1984.

Signed, sealed and delivered
in the presence of:

FLORIDA RESIDENTIAL
COMMUNITIES, INC.

By:

Howard B. Leikowitz
Vice-President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SEMINOLE

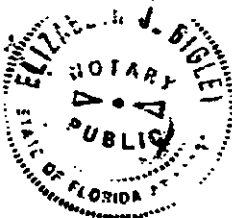
I HEREBY CERTIFY that on this 1st day of April, 1984, before me personally appeared Howard B. Leikowitz, Vice-President of FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State first above written.

Elizabeth J. Bigley
Notary Public

My Commission Expires:

July 24, 1985



Certified Copy

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EXHIBIT "B"

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SEMINOLE CO. FL.

STOCKBRIDGE UNIT TWO

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED N00 04'38"E, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, FROM SAID POINT OF REFERENCE RUN THENCE S00 04'38"W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE RUN S89 20'33"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 1207.08 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE S00 12'13"W, ALONG SAID EAST LINE, A DISTANCE OF 1199.32 FEET FOR A POINT OF BEGINNING, THENCE CONTINUE S00 12'13"W, ALONG SAID EAST LINE, A DISTANCE OF 121.04 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF FOXWOOD PHASE 3, 1ST ADDITION AS RECORDED IN PLAT BOOK 23, PAGE 35, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S88 46'32"E, ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION, A DISTANCE OF 1239.60 FEET; THENCE S00 29'34"W, A DISTANCE OF 71.12 FEET TO A POINT ON THE NORTHWESTERLY LINE OF A 100.00 FOOT FLORIDA POWER CORPORATION EASEMENT, AS RECORDED IN DEED BOOK 70, PAGES 458 - 459, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE RUN S44 47'22"W, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 1259.14 FEET TO A POINT SITUATED 120.00 FEET NORTHEASTERLY BY RIGHT ANGLE MEASUREMENT FROM THE NORTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN O.R. BOOK 813, PAGES 227 - 229, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF FLORIDA POWER CORPORATION PIEDMONT SUB-STATION AS RECORDED IN O.R. BOOK 1453, PAGES 253-254, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE N45 13'46"W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 214.34 FEET TO A POINT ON THE BOUNDARY OF STOCKBRIDGE UNIT ONE, AS RECORDED IN PLAT BOOK 28, PAGES 79-80, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE RUN ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID STOCKBRIDGE UNIT ONE FOR THE FOLLOWING COURSES AND DISTANCES, THENCE N40 39'29"E, A DISTANCE OF 58.74 FEET; THENCE N10 50'21"W, A DISTANCE OF 50.00 FEET, THENCE N20 38'33"E, A DISTANCE OF 94.80 FEET, THENCE N45 12'38"W, A DISTANCE OF 46.38 FEET, THENCE N44 47'22"E, A DISTANCE OF 248.44 FEET; THENCE N45 12'38"W, A DISTANCE OF 240.63 FEET, THENCE S44 47'22"W, A DISTANCE OF 155.11 FEET, THENCE N25 51'27"W, A DISTANCE OF 65.41 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 11 24'22" AND A RADIUS OF 140.00 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 83 26'08" AND A RADIUS OF 25.00 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.41 FEET, THENCE N43 49'41"W, A DISTANCE OF 40.00 FEET, THENCE S46 10'19"W, A DISTANCE OF 10.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF 77 25'11" AND A RADIUS OF 25.00 FEET, THENCE RUN WESTERLY ALONG SAID CURVE, A DISTANCE OF 33.78 FEET TO THE POINT OF TANGENCY, THENCE N56 24'31"W, A DISTANCE OF 120.58 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 27 18'51" AND A RADIUS OF 160.00 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 76.28 FEET, THENCE S60 54'21"W, A DISTANCE OF 48.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE CONTINUING ALONG SAID BOUNDARY AND DEPARTING FROM SAID BOUNDARY, FROM A TANGENT BEARING OF N29 05'39"W, THROUGH A CENTRAL ANGLE OF 29 17'52", RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.27 FEET TO THE POINT OF TANGENCY, THENCE N00 12'13"E, A DISTANCE OF 176.10 FEET, THENCE S88 47'47"E, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING, CONTAINING 15.566 ACRES MORE OR LESS.

LEGIBILITY UNSATISFACTORY
FOR SCANNING

RECORDED & VERIFIED
APR 21 2 50 PM '04
CLERK OF COURT
SEMINOLE COUNTY, FL.

110240

CERTIFICATE OF APPROVAL OF
AMENDMENTS TO MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
STOCKBRIDGE PLANNED UNIT DEVELOPMENT, SEMINOLE COUNTY, FLORIDA

The undersigned authorities hereby certify that the Association unit owner members and Board of Directors have duly adopted the attached Amendments to the Master Declaration of Covenants, Conditions and Restrictions of STOCKBRIDGE PLANNED UNIT DEVELOPMENT, SEMINOLE COUNTY, FLORIDA, which were duly adopted at a special meeting of the Stockbridge Master Homeowners' Association, Inc., held January 14, 1992, at which a quorum was present and at which the attached Amendments were approved by the affirmative vote of two-thirds of the total vote of each class of members, pursuant to Article IX, Sections 4 and 5 of the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida, recorded in the Public Records of Seminole County at O.R. Book 1514, Page 1843, as being incident to an annexation and merger of property.

WITNESS our hands and seals this 20th day of March, 1992.

Attest:

STOCKBRIDGE MASTER HOMEOWNERS'
ASSOCIATION, INC.

Fred Szukala

FRED SZUKALA Secretary
237 HUNT CLUB BLVD., #201
LONGWOOD, FL 32779

By:

Joseph F. Becker

President
JOSEPH F. BECKER
237 HUNT CLUB BLVD., #201
LONGWOOD, FL 32779

STATE OF FLORIDA :

COUNTY OF ORANGE :

BEFORE ME, the undersigned authority, personally appeared JOSEPH F. BECKER and Fred Szukala, to me personally known to be the President and Secretary, respectively, of STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., [or having produced as identification] and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

WITNESS my hand and official Seal in the State and County last aforesaid, this 20th day of March, 1992.

Paul W. [Signature]
Notary Public, State of Florida at Large
Printed Name: Paul W. [Signature]
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES ON 12/31/92
BOND TO THE PEOPLE OF FLORIDA

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SEMINOLE COUNTY, FL.

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LEGIBILITY UNSATISFACTORY
FOR SCANNING

AMENDMENTS TO THE MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STOCKBRIDGE PLANNED UNIT DEVELOPMENT
SEMINOLE COUNTY, FLORIDA

OFFICIAL RECORDS
BOOK PAGE
2406 0305
SEMINOLE CO. FL.

Additions indicated by underlining
Deletions indicated by strike-throughs

ARTICLE I
DEFINITIONS

Section 1. "Master Association" shall mean and refer to Stockbridge Master Wekiwa Reserve Homeowners' Association, Inc., a Florida corporation not for profit, as the surviving corporation as a result of a merger, its successors and assigns.

Section 3. "Common Area" shall mean all personal property and real property including the improvements thereon owned by the Master Association for the common use and enjoyment of the "Owners," whether acquired by purchase or conveyance from the Declarant, its successors or assigns, or otherwise. The Common Area is initially identified by tract on the plat of Stockbridge Unit I, as Tracts A, D, E, and G, and is subject to the dedication set forth on said plat. Tract E., as indicated on said Plat, is hereby specifically excluded from and shall not constitute a part of the Common Area. The term "Common Area" shall also include any intangible personal property acquired by the Master Association, if such property is, including but not limited to promissory notes and security interests, designated as such by the Master Association, and may include, but not be limited to, streets, roadways and paths, fences and landscape buffers around the perimeter of the Property, drainage and retention areas, buffer areas, entry feature and decor and improvements, and landscaping and any other real or personal property identified by tract as Common Area on the plat of each subsequent phase of the Stockbridge Planned Unit Development, less and except that property conveyed specifically to Villas of Stockbridge Homeowners' Association, Inc. All Common Areas are to be devoted to and intended for the common use and enjoyment of the members of the Master Association, their families, guests, persons occupying "Dwelling Units" on a guest or tenant basis, to the extent designated on recorded plats or authorized by the Board of Directors of the Master Association.

This Document Prepared By:
Paul L. Wean, Esq.
Elizabeth L. Trundle, Esq.
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, Florida 32751

LEGIBILITY UNSATISFACTORY
FOR SCANNING

ASSIGNMENT OF RIGHTS AND OBLIGATIONS

AND

ASSUMPTION OF DUTIES AND OBLIGATIONS

KNOW THAT STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, of 237 Hunt Club Boulevard, Suite 201, Longwood, Florida 32779, Assignor, in consideration of the sum of Ten Dollars (\$10.00) in hand paid by VILLAS AT STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, of 237 Hunt Club Boulevard, Suite 201, Longwood, Florida 32779, Assignee, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby assign unto the Assignee all of Assignor's right, title, interest, duties and obligations granted in that certain Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development Seminole County, Florida, found at O.R. Book 1514, page 1843, et seq. of the Public Records of Seminole County, Florida over the following described lands:

Lands indicated on the Plat of Stockbridge Unit One, found at Plat Book 28, page 79 et seq. as Tract A, Tract D, Tract F and Tract G; and

Lands indicated on the Plat of Stockbridge Unit Two, found at Plat Book 29, page 86 et seq. as Tract A, Tract D, Tract F and Tract G; and

Lands indicated on the Plat of Stockbridge Unit Three, found at Plat Book 35, page 88 et seq. as Tract A,

All located in Section 7, Township 21S, Range 29E
Seminole County, Florida.

TO HAVE AND TO HOLD the same unto the Assignee, or the Assignee's administrators, legal representatives, heirs, distributees, successors and assigns, on and after the date hereof, for all the rest of the term of said Declaration, and Assignee hereby accepts and assumes all the duties and obligations set forth in said Declaration from Assignor.

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BOOK PAGE

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SEMINOLE CO. FL.

RECORDED & VERIFIED
OFFICE OF CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

RECORDED & VERIFIED

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LEGIBILITY UNSATISFACTORY
FOR SCANNING

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption this 20th day of March, 1992.

STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.

By: Joseph F. Becker

Joseph F. Becker President

Attest: Fred Szukala

FRED SZUKALA Secretary
237 HUNT CLUB BLVD., #201, LONGWOOD, FL 32779
STATE OF FLORIDA
COUNTY OF SEMINOLE
ORANGE

237 HUNT CLUB BLVD., #201
LONGWOOD, FL 32779

THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of March, 1992, by JOSEPH F. BECKER and Fred Szukala, President and Secretary, respectively, of Stockbridge Master Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced as identification, and did (did not) take an oath.

NOTARY PUBLIC

Printed Name Paul L. Wear

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/95
BONDED THROUGH GENERAL INS. UNIT

VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.

By: Fred Szukala

FRED SZUKALA President

Attest: Joseph F. Becker

JOSEPH F. BECKER Secretary
237 HUNT CLUB BLVD., #201, LONGWOOD, FL 32779
STATE OF FLORIDA
COUNTY OF SEMINOLE
ORANGE

237 HUNT CLUB BLVD., #201
LONGWOOD, FL 32779

THE FOREGOING INSTRUMENT was acknowledged before me this 20th of March, 1992, by Fred Szukala and JOSEPH F. BECKER, President and Secretary, respectively, of Villas of Stockbridge Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced as identification and did (did not) take an oath.

NOTARY PUBLIC

Printed Name Paul L. Wear

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/95
BONDED THROUGH GENERAL INS. UNIT

LEGIBILITY UNSATISFACTORY
FOR SCANNING

This Document Prepared By:
Paul L. Wean, Esq.
Elizabeth L. Trundle, Esq.
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, Florida 32751

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FOR SCANNING

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CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

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**CERTIFICATE OF APPROVAL OF
AMENDMENTS TO FIRST SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT I,
SEMINOLE COUNTY, FLORIDA**

The undersigned authorities hereby certify that the Association unit owner members and Board of Directors have duly adopted the attached Amendments to the First Supplemental Declaration of Covenants, Conditions and Restrictions of STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT I, SEMINOLE COUNTY, FLORIDA, which were duly adopted at a special meeting of the Villas of Stockbridge Homeowners' Association, Inc., held January 14, 1992, at which a quorum was present and at which the attached Amendments were approved by the affirmative vote of two-thirds of the total vote of each class of members, pursuant to Article IX, Section 4 of the First Supplemental Declaration of Covenants, Conditions and Restrictions of Stockbridge Planned Unit Development, Unit I, Seminole County, Florida, recorded at O.R. Book 1517, Page 256, of the Public Records of Seminole County, as being incident to an annexation of property.

WITNESS our hands and seals this 26th day of March
1992.

Attest:

VILLAS OF STOCKBRIDGE
HOMEOWNERS' ASSOCIATION, INC.

237 Hunt Club
Blvd, #201 FL
Longwood, FL 32779

Joseph F. Becker
Secretary
STATE OF FLORIDA:

By: Fred Szukala
FRED SZUKALA President
237 HUNT CLUB BLVD, #201
LONGWOOD, FL 32779

COUNTY OF ORANGE:

BEFORE ME, the undersigned authority, personally appeared JOSEPH F. BECKER and FRED SZUKALA, to me personally known to be the Secretary and President, respectively, of VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., [or having produced as identification] and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

WITNESS my hand and official Seal in the State and County last aforesaid, this 26th day of March, 1992.

Paul L. Wean
Notary Public, State of Florida and Large
Printed Name: Paul L. Wean
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/93
BONDED THREE GENERAL INS. CO.

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SEMINOLE CO. FL.

LEGIBILITY UNSATISFACTORY
FOR SCANNING

AMENDMENT TO FIRST SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT ONE
SEMINOLE COUNTY, FLORIDA

Additions indicated by underlining
Deletions indicated by ~~strike-throughs~~

ARTICLE I
DEFINITIONS

The definitions contained in the Original Declaration are incorporated herein by reference. In addition, the following definitions shall be used in the context of this Declaration.

Section 2. "Common Area" shall mean all personal property and real property including the improvements thereon identified by tract on the plat of Stockbridge Unit One as Tracts A, D, F, and G, on the plat of Stockbridge Unit Two as Tracts A, D, F, and G, and on the plat of Stockbridge Unit Three as Tract A.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Villas: (1) annual assessments or charges, and (2) special assessments for capital improvements for Limited Common Areas, and (3) annual assessments or charges and special assessments for capital improvements for Common Areas. such assessments to be established and collected as hereinafter provided. However, the liability for assessments with respect to Lots owned by Declarant shall be: (1) twenty-five percent (25%) of the annual assessment or charges, and (2) twenty-five percent (25%) of the special assessments for capital improvements, provided that the Lot has no Dwelling Unit constructed thereon. So long as Declarant pays such reduced assessment for Lots owned by Declarant, Declarant shall be responsible for any funding deficiency of the Villas as a result thereof for the year in which such reduced assessment is paid. Upon the first occupancy of the previously unoccupied Dwelling Unit owned by Declarant, whether or not ownership of that Lot is retained by Declarant, the full annual and special assessments shall immediately and permanently attach to the Lot from the date of such occupancy. 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 also be the personal

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FOR SCANNING

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.

Section 2. Purpose of Assessments. The assessments levied by the Villas shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Unit One Property and annexations thereto and for the improvement and maintenance of the Common Area and Limited Common Area.

ARTICLE VII GENERAL RESTRICTIONS

Section 18. Insurance.

(a) The Villas shall keep (i) any buildings in the Common Area and Limited Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof, and (ii) all personal property owned by the Villas insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Villas. Insurance proceeds for improvements in the Common Area and Limited Common Area and any personal property owned by the Villas shall be payable to the Villas. In the event of any loss, damage or destruction, the Villas shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area or Limited Common Area. In the event the cost of such replacement, repair or rebuilding of improvements on the Common Area or Limited Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency of full cost thereof shall be assessed to the Owners.

(b) The Villas shall procure and keep in force public liability insurance in the name of the Villas against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area or Limited Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in indemnity against the claim of one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

ARTICLE IX
GENERAL PROVISIONS

Section 4. Annexation.

Additional residential property, other property encompassed by the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida, and Limited Common Area, other than that described in subparagraph (b) below, may be annexed to the Unit One Property with the consent of two-thirds (2/3) of each class of members;

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This document prepared by:
Paul L. Wean, Esquire
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, FL 32751

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FOR SCANNING

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

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RESTATE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ANNEXING CERTAIN REAL PROPERTY INTO
STOCKBRIDGE PLANNED UNIT DEVELOPMENT, STOCKBRIDGE MASTER
HOMEOWNERS' ASSOCIATION, INC., AND VILLAS OF
STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.,
FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT TWO,
SEMINOLE COUNTY, FLORIDA

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ANNEXING CERTAIN REAL PROPERTY INTO STOCKBRIDGE
PLANNED UNIT DEVELOPMENT, STOCKBRIDGE MASTER HOMEOWNERS'
ASSOCIATION, INC. AND VILLAS OF STOCKBRIDGE HOMEOWNERS'
ASSOCIATION, INC., FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT
TWO, SEMINOLE COUNTY, FLORIDA (hereinafter referred to as the
"Declaration"), made on the date hereinafter set forth by FLORIDA
RESIDENTIAL COMMUNITIES, INC., a Florida corporation, with the
principal mailing address of 101 Wymore Road, Suite 400, Altamonte
Springs, Seminole County, Florida 32750 (hereinafter referred to as
"Declarant").

W I T N E S S E T H:

WHEREAS, Declarant has developed certain real property
(hereinafter referred to as the "Property"), located in Seminole
County, Florida, which is more particularly described on Exhibit
"A" attached hereto, into the initial phase of the planned unit
development known as Stockbridge Planned Unit Development; and

WHEREAS, Declarant established certain covenants and
restrictions on the Property by virtue of that certain Master
Declaration of Covenants, Conditions and Restrictions for

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D-1

LEGIBILITY UNSATISFACTORY
FOR SCANNING

Stockbridge Planned Unit Development, Seminole County, Florida
(hereinafter referred to as the "Master Declaration") dated
December 29, 1983 and recorded on January 3, 1984 in Official
Records Book 1514, Page 1843, Public Records of Seminole County,
Florida; and

WHEREAS, Declarant established certain other covenants and
restrictions on the Property by virtue of that certain First
Supplemental Declaration of Covenants, Conditions and Restrictions
for Stockbridge Planned Unit Development, Unit One, Seminole County
Florida (hereinafter referred to as the "Unit One Declaration"),
dated January 10, 1984 and recorded on January 13, 1984 in Official
Records Book 1517, Page 0256, Public Records of Seminole County,
Florida; and

WHEREAS, Article IX, Section 4(b) of the Master Declaration
and Article IX, Section 4(b) of the Unit One Declaration both
provide that when additional land is annexed, Declarant shall file
a Supplemental Declaration among the Public Records of Seminole
County, Florida, which Supplemental Declaration shall reference the
Master Declaration and the Unit One Declaration, and which need not
be executed by any existing Owners (as that term is defined in the
Master Declaration) other than Declarant; and

WHEREAS, Declarant is the sole record owner in fee simple of
certain real property (hereinafter referred to as the "Annexed
Property") located in Seminole County, Florida, which is more

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particularly described on Exhibit "B" attached hereto, and which land is within the area described on Exhibit "B" attached to the Master Declaration and Exhibit "B" attached to the Unit One Declaration; and

WHEREAS, Declarant intends to develop the Annexed Property into an additional Unit of Stockbridge Planned Unit Development, and subject the Annexed Property to the terms and provisions of the Master Declaration and the Unit One Declaration; and

WHEREAS, Declarant is a Class B Member of both the Stockbridge Master Homeowners' Association, Inc. and the Villas of Stockbridge Homeowners' Association, Inc.

NOW THEREFORE, Declarant declares as follows:

A. That the Annexed Property shall be and become an additional unit of Stockbridge Planned Unit Development and Unit One thereof and shall be referred to as "Stockbridge Planned Unit Development Unit Two, Seminole County, Florida.

B. That the Annexed Property and all owners thereof shall be subject to the terms of the Master Declaration and the Unit One Declaration.

C. That the Owners of any Lots (as those terms are defined in the Master Declaration) in the Annexed Property shall, for all intents and purposes, be deemed to be members of the Stockbridge Master Homeowners' Association, Inc. in accordance with the terms and provisions of the Villas of Stockbridge Homeowners'

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Association, Inc., in accordance with the terms and provisions of the Unit One Declaration.

That in accordance with the terms and provisions of the Master Declaration and the Unit One Declaration, Declarant shall record among the Public Records of Seminole County, Florida, a Supplemental Declaration for the annexed Property, which shall reference this Declaration and shall set forth such special provisions and restrictions which apply only to the Annexed Property, and which may set forth any other matters not disallowed by the Master Declaration of the Unit One Declaration.

IN WITNESS WHEREOF, VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC. has caused its seal to be hereunto affixed and these presents to be signed by its President and Secretary, thereunto duly authorized, this 9th day of November, 1994.

Signed, sealed and delivered in the presence of:

DAN DURACHER
Print _____

Print _____

VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC.

Robert L. Webb
Print _____ President

540 HARVARD PLACE, APOPKA
Address _____

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LEGIBILITY UNSATISFACTORY
FOR SCANNING

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SEMINOLE CO. FLA.
OFFICIAL RECORDS
BOOK PAGE

Print Dan Durocher
Print _____
Print _____

ATTEST:

By: Raymond A Miller
Print RAYMOND A MILLER
Secretary
317 WILMOUTH CT
Address

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF Seminole

BEFORE ME, the undersigned authority, personally appeared ROBIN WEBB and RAYMOND MILLER to me personally known to be the President and Secretary, respectively, of VILLAS OF STOCBRIDGE HOMEOWNERS' ASSOCIATION, INC., or having produced _____ as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 9th day of November, 1994.

Norma R DeNeau
Notary Public, State of Florida at Large.
Printed Name: _____
My commission expires: _____

NORMA R. DE NEAU
Notary Public, State of Florida
My comm. expires July 5, 1995
Comm No CC 11/265

This Instrument Prepared By:
PAUL L. WEAN, ESQUIRE
Becker & Poliakoff, P.A.
Suite 145, 901 N. Lake Destiny Drive
Maitland, FL 32751

Reprinted November 15, 1991 - This supersedes all other editions

D-5

LEGIBILITY UNSATISFACTORY
FOR SCANNING

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

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VILLAS OF STOCKBRIDGE

RESTATE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT,
UNITS ONE AND TWO, SEMINOLE COUNTY, FLORIDA

SEMINOLE CO. FL.

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THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNITS ONE AND TWO, SEMINOLE COUNTY, FLORIDA, for the Villas of Stockbridge (hereinafter referred to as the "Declaration"), made on the date hereinafter set forth restates the covenants, conditions and restrictions contained in a First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit One, Seminole County, as recorded with the Public records of Seminole County at O.R. Book 1517, Page 0256 (as amended from time to time), and a Supplemental Declaration of Covenants, Conditions and Restrictions Annexing Certain Real Property into Stockbridge Planned Unit Development, Stockbridge Master Homeowners' Association, Inc., for Stockbridge Planned Unit Development, Unit Two, Seminole County, Florida, as recorded with the Public Records of Seminole County at O.R. Book 1541, Page 0093, and a Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida, as recorded with the Seminole County Public Records at O.R. Book 1514, Page 1843 (as later modified by an Assignment of Rights and Assumption of Duties and Obligations, recorded at O.R. Book 2406, Page 0306), all as originally prepared by FLORIDA RESIDENTIAL

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COMMUNITIES (hereinafter referred to as "Declarant"). This document consolidates all of the Covenants, Conditions and Restrictions binding the properties referred to in the foregoing documents and incorporates all existing amendments thereto for ease of reference.

WITNESSETH:

WHEREAS Declarant is the sole record owner in fee simple of certain real property (hereinafter referred to as the "Phase One Property") located in Seminole County, Florida, which is more particularly described on Exhibit "A" attached hereto; and

WHEREAS, the Declarant desires to develop the Phase One Property as a phase of the Planned Unit Development known as the Stockbridge Planned Unit Development and intends to develop additional parcels or sections of the Stockbridge Planned Unit Development which shall become part of the Phase One Property by virtue of the Supplemental Declaration as more specifically set forth hereafter; and

WHEREAS, Declarant has previously caused to be recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida (hereinafter referred to as the "Original Declaration"), recorded January 4, 1984, in Official Records Book 1514, Page 1843, Public Records of Seminole County, Florida; and

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WHEREAS, Declarant has incorporated the Phase One Property into the Stockbridge Planned Unit Development as set forth in Article IX, Section 4(b) of the Original Declaration which provided for the preservation of the values and amenities of the Phase One Property, and for the maintenance of recreation areas, open space, green belt areas, recreational amenities, roadways and parking areas and other common facilities as may be specifically designated on the plat of Stockbridge Planned Unit Development, Phase One, and to this end, has heretofore subjected the Phase One Property to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration and does hereby subject the Phase One Property to those covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Phase One Property and each subsequent owner of all or part thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in Stockbridge Planned Unit Development, Phase One, to create a homeowners' association to which should be delegated and assigned the powers of maintaining and administering the Limited Common Area properties and facilities (as hereinafter defined) within Stockbridge Planned Unit Development, Phase One; administering and enforcing these covenants and restrictions; and collecting and disbursing the assessments and charges hereinafter created; and

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WHEREAS, Declarant has incorporated under the laws of the State of Florida, a Subassociation as defined in the Original Declaration, which Subassociation is known as the VILLAS STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation (hereinafter referred to as the "villas"), for the purpose exercising the functions aforesaid; and

WHEREAS, in addition to being members of the Villas, the homeowners in STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT ONE, are also members of the Master Association as defined in the Original Declaration;

NOW THEREFORE, Declarant declares that all of the Unit One Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Original Declaration and the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Unit One Property and be binding on all parties having any right, title or interest in the Unit One Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The definitions contained in the original Declaration are incorporated herein by reference. In addition, the following

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WHEREAS, Declarant has incorporated under the laws of the State of Florida, a Subassociation as defined in the Original Declaration, which Subassociation is known as the VILLAS STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation (hereinafter referred to as the "Villas"), for the purpose exercising the functions aforesaid; and

WHEREAS, in addition to being members of the Villas, the homeowners in STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT ONE, are also members of the Master Association as defined in the Original Declaration;

NOW THEREFORE, Declarant declares that all of the Unit One Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Original Declaration and the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Unit One Property and be binding on all parties having any right, title or interest in the Unit One Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The definitions contained in the original Declaration are incorporated herein by reference. In addition, the following

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definitions shall be used in the context of this Declaration.

Section 1. "Limited Common Area" shall mean all personal property and real property including the improvements thereon owned by the Villas for the common use and enjoyment of the Owners Lots in the Unit One Property, whether acquired by the Villas purchase or conveyed to the Villas by the Declarant or otherwise acquired. The Limited Common Area is identified by tract on the plat of the Stockbridge Planned Unit Development, Unit One, as Tracts B and C, and is subject to the dedication set forth on said plat. The term "Limited Common Area" shall also include any intangible personal property acquired by the Villas, including but not limited to promissory notes and security instruments, if such property is designated as such by the Villas. All Limited Common Areas are to be devoted to and intended for the common use and enjoyment of the members of the Villas, their families, guests, persons occupying Dwelling Units on a guest or tenant basis, and to the extent designated on recorded plats or authorized by the Board of Directors of the Villas.

Section 2. "Common Area" shall mean all personal property and real property including the improvements thereon identified by tract on the plat of Stockbridge Unit One as Tracts A, D, F, and G, on the plat of Stockbridge Unit Two as Tracts A, D, F, and G, and on the plat of Stockbridge Unit Three as Tract A.

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ARTICLE XX

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Limited Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Villas to charge reasonable admission and other fees for the use of any recreational facility situated upon the Limited Common Area;

(b) The right of the Villas to suspend the voting rights and right to use of the recreational amenities 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.

(c) The right of the Villas to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Villas. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members of the Villas has been recorded.

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Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Limited Common Area and facilities to the members of his family, tenants, or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Villas. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Villas shall have two classes of voting Membership:

Class A. Class A Members 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 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:

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(a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) On December 31, 1990.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for Membership under Article III, Section 1.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Villas: (1) annual assessments or charges, and (2) special assessments for capital improvements for Limited Common Areas, and (3) annual assessments or charges and special assessments for capital improvements for Common Areas, such assessments to be established and collected as hereinafter provided. However, the liability for assessments with respect to Lots owned by Declarant shall be: (1) twenty-five percent (25%) of the annual assessment or charges, and (2) twenty-five percent (25%) of the special assessments for capital improvements, provided that the Lot has no Dwelling Unit

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constructed thereon. So long as Declarant pays such reduced assessment for Lots owned by Declarant, Declarant shall be responsible for any funding deficiency of the Villas as a result thereof for the year in which such reduced assessment is paid. Upon the first occupancy of the previously unoccupied Dwelling Unit owned by Declarant, the full annual and special assessments shall immediately and permanently attach to the Lot from the date of such occupancy. 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 also 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.

Section 2. Purpose of Assessments. The assessments levied by the Villas shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Unit One Property and annexations thereto and for the improvement and maintenance of the Common Area and Limited Common Area.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to

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an Owner, the maximum annual assessment shall be ONE HUNDRED FIFTY-ONE AND 80/100 DOLLARS (\$151.80) per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Villas may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Villas 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 upon the Limited Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the

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votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for purpose of taking any action authorized under Sections 3 or 4 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 or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 1, above and may be collected on a monthly, quarterly, semi-annual or annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Limited Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against such Lot at least thirty (30) days in advance of each annual assessment period which period shall begin on January 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. An invoice from the

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Villas shall constitute satisfactory written notice. The due dates shall be established by the Board of Directors of the Villas. The Villas shall, upon demand, and for a reasonable charge, furnish certificate signed by an officer of the Villas setting forth whether the assessments on a specified Lot have been paid. properly executed Certificate of the Villas as to the status of assessments on a Lot is binding upon the Villas as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Villas. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Villas may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Limited Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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 became due prior to such sale or transfer. No sale

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or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

VILLAS ARCHITECTURAL CONTROL

Section 1. Review by Villas Architectural Review Committee.

No building, fence, wall, pool, landscaping or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made unless it is in compliance with the zoning code of Seminole County, Florida and other applicable regulations and unless and 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 external design and location in relation to surrounding structures and topography by the Villas Architectural Review Committee (Villas ARC).

Section 2. Procedure for Review. Any Owner needing the approval of the Villas ARC shall deliver an application or request for action to the Villas ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with a floor plan, elevation plan, landscaping plan, site clearing plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the Villas ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by

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After the end of the term during which the Declarant may appoint all the members of the Villas ARC, a majority of the Owners of Lots on the Property shall have the right to appoint the members of the Villas ARC. The Owners shall so appoint the members of the Villas ARC by ballot after ten (10) days' written notice given by the existing Villas ARC that the Owners have the right to appoint members. Failure by any Owner to vote on membership of the Villas ARC shall not in any way affect the validity of the appointment of a member of the Villas ARC. The first Villas ARC appointed by the Owners shall have three (3) members, one with a term of one (1) year, one with a term of two (2) years and one with a term of three (3) years. Each year thereafter the Villas ARC shall provide a ten (10) day written notice to the Owner of Lots on the Property of the need to elect a new Villas ARC member upon expiration of the term of a then existing Villas ARC member. No meeting shall be required for the initial appointment of members to the Villas ARC by the Owners or for any subsequent election and the person receiving the largest number of votes shall be elected to serve for a three (3) year term. The written notice from the Villas ARC to the Owner shall include a ballot and shall set forth a deadline for voting no sooner than fifteen (15) days from the date the notice is mailed to the Owners. There shall be only one (1) vote per Lot cast, regardless of the number of Owners of a particular Lot, and the Owners of a Lot shall designate among themselves who shall cast

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their vote. Failure to so select, or the casting of more than one (1) vote in a particular election for any given Lot, shall eliminate the right of the Owner of a given Lot to vote in that election. All votes cast by Owners shall be kept for a minimum of three (3) years and shall be available for inspection upon demand made by any Owner.

Section 4. Master Association ARC. All Lots in the Property shall comply with the rules of the Architectural Review Committee of the Master Association (hereinafter referred to as the "ARC") in accordance with the Original Declaration.

ARTICLE VI

EASEMENT RESERVED TO DECLARANT

Section 1. Easement over Limited Common Area. For so long as Declarant is the owner of a Lot in the Unit One Property, the Declarant hereby reserves unto itself the right to grant an easement in perpetuity over, upon, under and across all Limited Common Areas shown on the recorded subdivision plat of the Unit One Property together with the right to grant easements to others and such easement shall include, but shall not be limited to, the right to use the said Limited Common Area to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and

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retention and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to provide for drainage and retention and to maintain reasonable standards of health, safety and appearance; and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 2. Easement over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to reserve an easement to itself or grant an easement to any other entity over each Lot owned by Declarant for purposes of ingress and egress, to include driveways common to two or more Lots, drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided, however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utility company providing the utilities served by that utility easement.

Section 3. Common Driveway Easements. There shall hereby be created common driveway easements over and across any Lot to serve an adjoining Lot where, in the course of development of the two (2)

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retention and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to provide for drainage and retention and to maintain reasonable standards of health, safety and appearance, and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 2. Easement over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to reserve an easement to itself or grant an easement to any other entity over each Lot owned by Declarant for purposes of ingress and egress, to include driveways common to two or more Lots, drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided, however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utility company providing the utilities served by that utility easement.

Section 3. Common Driveway Easements. There shall hereby be created common driveway easements over and across any Lot to serve an adjoining Lot where, in the course of development of the two (2)

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or more adjoining Lots, it is necessary for access to one or both of the Lots that there be provided a driveway common to both Lots all as more particularly set forth in Section 13 of Article hereafter

Section 4. Establishment of Easements. All easement, provided for in this Article, shall be established by one or more of the following methods, to wit:

- (a) By a specific designation of an easement on the recorded plat of the Unit One Property;
- (b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;
- (c) By a separate instrument referencing this Article VI, said instrument to be subsequently recorded by the Declarant;
- (d) By virtue of the reservation of rights set forth in Section 2 of this Article VI.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots in the Unit One Property, except as modified by the Supplemental Declarations for each subsequent phase of the Stockbridge Planned Unit Development.

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or more adjoining Lots, it is necessary for access to one or both of the Lots that there be provided a driveway common to both Lots all as more particularly set forth in Section 13 of Article hereafter.

Section 4. Establishment of Easements. All easement, provided for in this Article, shall be established by one or more of the following methods, to wit:

- (a) By a specific designation of an easement on the recorded plat of the Unit One Property;
- (b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;
- (c) By a separate instrument referencing this Article VI, said instrument to be subsequently recorded by the Declarant;
- (d) By virtue of the reservation of rights set forth in Section 2 of this Article VI.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots in the Unit One Property, except as modified by the Supplemental Declarations for each subsequent phase of the Stockbridge Planned Unit Development.

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Section 2. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office of any portion of any Lot or Dwelling Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than the Dwelling Units designated for residential use and private garages. The foregoing shall not prohibit the Declarant from using Dwelling Units as models or offices.

Section 3. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, boat, barn or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the Villas ARC and the ARC for the Master Association for use during construction only; provided, however, that this prohibition shall not apply to shelters used by the contractor or Declarant during the construction of any Dwelling Unit.

Section 4. Parking Restrictions. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper or other similar vehicle shall be parked on the street, including right-of-way thereof, overnight or for a continuous period of time in excess of ten (10) consecutive hours.

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Section 5. Storage Restrictions. No automobile, truck, house trailer, mobile home, camper, boat, boat and trailer or trailer or other similar vehicle along shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a Dwelling Unit.

Section 6. Livestock and Animal Restrictions. No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot or in any Dwelling Unit; provided, however, that dogs, cats or other common domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of Owner's Lot except on a leash. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

Section 7. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be

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or may become an annoyance or private or public nuisance. No Lot, driveway, Common Area or Limited Common Area shall be used for purpose of vehicle repair or maintenance.

Section 8. Restrictions on Walls, Fences or Hedges. No wall, fence or hedge over six (6) feet tall as measured from existing ground level shall be erected, placed, altered, maintained or permitted to remain on any Lot unless and until the height, type or location thereof have been approved by the ARC of the Master Association in accordance with the Original Declaration and the Villas ARC.

Section 9. Sewerage Restrictions. No septic tank, drain field, mobile home storage tank or other similar container shall be permitted to exist on any Lot, except, however, that a "gray water" system may be used if approved by appropriate governmental agencies.

Section 10. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Villas shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Villas detracts from the overall beauty, setting and safety of the Unit One Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but

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shall be deemed a license coupled with an interest. The Villas and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Villas to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Villas in exercising its rights under this Section shall constitute a special assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any assessment or special assessment.

Section 11. Signs. No commercial signs, or other signs, shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the Villas or except as may be required by legal proceedings, it being understood that the Villas will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed four (4) square feet. If permission is granted for any other signage, the Villas shall have the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected

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without the written permission of the Villas. These restrictions shall not apply to restrict the Declarant or its agents from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit.

Section 12. Exterior Maintenance. The Villas shall have the right, but not the duty, to provide all exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance for any areas not walled or fenced in for use as a patio in order to maintain the integrity and well being, reputation and aesthetic value of the Subdivision Community. The Villas may exercise this right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Dwelling Unit to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Villas in performing repairs or maintenance under this Section shall be paid for by the Owner and if the Owner fails to pay, then the Villas shall have the right to impose a special assessment against said Owner and said Owner's Lot or Dwelling Unit to pay for the cost of repairs and replacements. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Villas. The Villas shall have the right to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing

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repairs and maintenance as provided in this Section, and any such entry by the Villas or its agent shall not be deemed a trespass.

Section 13. Party Walls and Common Driveways. All common party walls and common driveways shall be maintained by the Owner of those Dwelling Units adjoining a party wall or served by the common driveway subject to the right, but not the obligation, of the Villas to maintain the same as hereinafter set forth. If an Owner, or his agents, guests, invitees or others whose presence is authorized by an Owner including an Owner's tenant damages a party or common wall or common driveway, or causes damage to the person or property of an adjoining Owner or tenant as a result of damage to a party or common wall or common driveway arising from the negligence or intentional acts of said Owner or tenant, then said Owner shall be liable and responsible for the damages to the party wall or common driveway and for the damages to the person or property of the adjoining Owner or tenant in repairing the party wall or common driveway and in the collection of all costs and damages, including reasonable attorney's fees. Further, where two (2) Dwelling Units are connected by a party wall, it will be the responsibility of each Owner of such Dwelling Units to maintain property insurance on his Dwelling Unit in sufficient amounts of coverage to guarantee the replacement or repair of the entire Dwelling Unit and the entire party wall in the event of total damage or loss of the Dwelling Unit or party wall. Each Owner of

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a Dwelling Unit adjoining a party wall shall furnish proof of their paid property insurance to the Villas annually. The Villas shall not have the duty to determine whether any Owner has provided such proof, or to determine the sufficiency of such proof, and shall be liable for failing to make these determinations.

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All costs of reconstructing a party wall or common driveway in the event such party wall or common driveway is destroyed or damaged not as the result of the negligence or intentional acts of either adjoining Owner or their tenants, shall be borne equally by the Owners of the Dwelling Units adjoining such party wall or served by such common driveway. In the event one Owner bears the entire expense for reconstruction of a party wall or common driveway under this Section, then in such event the Owner of the adjoining Dwelling Unit shall pay to the Owner who reconstructed the party wall or common driveway one-half (1/2) of the expense incurred in that reconstruction. The Villas shall have the right to enter on the other adjoining lot and into the adjoining Dwelling Unit, after notice: (1) for the purpose of reconstructing a party wall or common driveway where a threat to life or property exists and nonconstruction or repair will perpetuate that threat; or (2) for the purpose of enhancing the aesthetic appearance of the party wall or common driveway.

Either adjoining Owner shall have an equal right to use a party wall for the support of structural members of a Dwelling Unit

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to be constructed on either of the adjoining Lots and a common driveway for access to each Lot served thereby. This right shall be subject, however, to payment by the Owner seeking to tie into the party wall of any costs involved in tying into the party wall and payment of any damage occasioned therefrom.

Each party wall shall be subject to an easement of support for adjoining Dwelling Units subject to payment of costs as provided above and shall be subject to an easement for conduit, ducts, plumbing, wiring and other facilities for the furnishing of utility services to adjoining Dwelling Units.

Section 14. Interior Maintenance. Each individual Owner shall have the responsibility to maintain the interior of their respective Dwelling Unit. In the event the interior of a Dwelling Unit attached by a common wall to an adjoining Dwelling Unit is damaged in such fashion so as to create a health or safety hazard to the adjoining Dwelling Unit or to create a nuisance, and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the Villas shall have the right, but not the duty, to make reasonable repairs to the interior of such Dwelling Unit. Any and all costs incurred by the Villas in performing repairs or maintenance under this Section shall be paid for by the Owner and if the Owner fails to pay, then the Villas shall be entitled to make a special assessment against the Owner and said Owner's Lot or Dwelling Unit to pay for the costs of such

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repairs. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment special assessment by the Villas.

Section 15. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Villas, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit or after reasonable notice to the Owner to enter any Dwelling Unit at reasonable hours on any day of the week.

Section 16. Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of eight inches (8") or more (measured four feet [4'] from ground level) may not be removed without prior approval of the ARC for the Master Association and the Villas ARC. All requests for approval of tree removal shall be submitted to said ARC's along with a plan showing generally the location of such tree(s). Notwithstanding the foregoing, the Seminole County Arbor Ordinance shall take precedence over this Section 16.

Section 17. Replacement of Trees. Anyone violating the provisions of Section 16 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the ARC of either the Master Association or the

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Villas. If the Owner fails or refuses to replace the trees as demanded, either of the ARC's shall cause suitable replacements to be planted and the cost thereof shall be a lien against property of the Owner. The Owner grants to the ARC's, their agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 16 and this Section 17.

Section 18. Insurance.

(a) The Villas shall keep (i) any buildings in the Common Area and Limited Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof, and (ii) all personal property owned by the Villas insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Villas. Insurance proceeds for improvements in the Common Area and Limited Common Area and any personal property owned by the Villas shall be payable to the Villas. In the event of any loss, damage or destruction, the Villas shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area and Limited Common Area. In the event the cost of such replacement, repair or rebuilding of improvements on the

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Common Area and Limited Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners.

(b) The Villas shall procure and keep in force public liability insurance in the name of the Villas against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area or Limited Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in indemnity against the claim of one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

(c) Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Villas and made available for inspection by Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancellable by the insurer without first giving at least ten (10) days prior notice in writing to the Villas, and (ii) contain a waiver of subrogation by the insurer(s) against the Villas, Board and Owners.

(d) Anything contained herein to the contrary notwithstanding, the Villas shall maintain such insurance

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coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or the Federal National Mortgage Association ("FNMA") so long as VA, FHA or FNMA holds a mortgage on or owns any Lot.

Section 12. Swimming Pools. No above ground swimming pool shall be permitted on the Unit One Property.

ARTICLE VIII

COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Limited Common Area and the improvements made thereto, and that it is in the interests of all of the Owners that the right to the use and enjoyment of the Limited Common Area be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Limited Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Limited Common Area. In addition there shall exist no right to transfer the right to the use and enjoyment of the Limited Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Limited Common Area appurtenant to such Lot subject to reasonable rules and regulations promulgated by the

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Declarant or the Villas for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Villas, 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 Villas, the Declarant 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. If the Villas or the Declarant or any Owner shall seek to enforce the provisions of this Declaration, then said party shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise 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

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time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property, other property encompassed by the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida, and Limited Common Area, other than that described in subparagraph (b) below, may be annexed to the Unit One Property with the consent of two-thirds (2/3) of each class of members:

(b) Additional land within the area described on Exhibit "A" attached hereto, may be annexed by the Declarant for certain specific purposes without the consent of members so long as Declarant is a Class B Member of the Villas, provided the Federal Housing Administration (FHA) and the Veteran's Administration (VA) consent to such annexation. Upon annexation of said additional land, the owners of lots within land so annexed for all intents and purposes shall be deemed to be members of the Villas in accordance with the provisions of this Declaration, but only for the purposes set forth in

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the Supplemental Declaration provided for below. The Owners of the Lots shall be subject to the Villas' rules, regulations and bylaws in the same manner and with the same effect as the original Lot Owners, insofar as those rules, regulations and bylaws apply to the specific purposes for which the additional land was annexed. When additional land is annexed, the Declarant shall file a Supplemental Declaration among the Public Records of Seminole County, Florida, which Supplemental Declaration shall reference this Declaration and shall contain the legal description of the land annexed and shall set forth the purpose for the annexation and such special provisions and restrictions which apply only to the area being annexed. Such Supplemental Declaration may provide for a special assessment to be charged to the Owners of Dwelling Units in the additional lands being annexed which special assessment shall relate only to those particular Limited Common Areas which the Owners of Dwelling Units in the additional land being annexed are entitled to use. Notwithstanding any other provision of this Declaration to the contrary, the Supplemental Declaration adding such annexed lands shall not be required to be executed by any existing Owners, other than Declarant.

Section 5. Right of The Villas to Merge. The Villas retains the right to merge with any other homeowners association provided such homeowners association is for an FHA or VA approved

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subdivision and provided FHA approves such merger. This right shall be exercised by recordation of an Amendment to the Declaration recorded among the Public Records of Seminole County, which Amendment shall set forth a legal description of the property to which this Declaration, as amended, shall apply. The Amendment shall further have attached to it a resolution of the Villas and the homeowners association with which a merger is to take place, and such resolution shall be certified by the Corporate Secretary thereof and shall state:

The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties not covered by Article IX, dedication of Limited Common Area, merger as provided in Section 5 of this Article IX, and amendment of this Declaration of Covenants, Condition and Restrictions.

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IN WITNESS WHEREOF, we have affixed our hands this 9th day of
November, 1994.

Signed, sealed and delivered
in the presence of:

GARY SPERO
Print

Print

DAN DUROCHER
Print
D. E. SPERO
Print

VILLAS OF STOCKBRIDGE HOMEOWNERS'
ASSOCIATION, INC.

ROBIN L. WEBB
By: ROBIN L. WEBB
Print
540 HARVARD PLACE, APOKALIPSE
Address

ATTEST:

By: RAYMOND A. MILLER
Print RAYMOND A. MILLER
307 WILMOUTH CIRCLE
Address

STATE OF FLORIDA
COUNTY OF SEMI

BEFORE ME, the undersigned authority, personally appeared
ROBIN WEBB and RAYMOND MILLER to me personally known to be the
President and Secretary, respectively, of VILLAS OF STOCKBRIDGE
HOMEOWNERS' ASSOCIATION, INC., or having produced
as identification and did/did not take
an oath, and they severally acknowledged before me that they freely
and voluntarily executed the same as such officers, under authority
vested in them by said Corporation.

WITNESS my hand and official seal in the State and County last
aforesaid, this 9th day of November, 1994.

NORMA R. DE NEAU
Notary Public, State of Florida at Large.
Printed Name:
My commission expires:

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This Instrument Prepared By: D-35
PAUL L. WEAN, ESQUIRE
Becker & Poliakoff, P.A.
Suite 145, 901 N. Lake Destiny Drive
Maitland, FL 32751

NORMA R. DE NEAU
Notary Public, State of Florida
My commission expires July 5, 1996
Comm. No. 00117267

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FOR SCANNING

This Instrument Prepared By (Return To):

R Erik F. Whynot, Esquire
KATZMAN, GARFINKEL & BERGER
300 North Maitland Avenue
Maitland, FL 32751

MARYANNE MORSE, SEMINOLE COUNTY
CLERK OF CIRCUIT COURT & COMPTROLLER
BK 08183 Pgs 1338 - 1456; (119pgs)
CLERK'S # 2013159362
RECORDED 12/23/2013 12:54:01 PM
RECORDING FEES 1,013.00
RECORDED BY T Smith

**NOTICE OF PRESERVATION OF USE RIGHTS
UNDER THE MARKETABLE RECORD TITLE ACT
VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC.
(a Florida corporation not-for-profit)**

Pursuant to Chapter 712, *Florida Statutes*, the undersigned Claimant files herewith this Notice of Preservation of Use Rights, and in support thereof, further states as follows:

1. The name and address of the entity filing this Notice of Preservation of Use Rights is VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC. (the "Association"), a Florida not-for-profit corporation, c/o Board of Directors, P.O. Box 162508, Altamonte Springs, FL 32716-0258, the Articles of Incorporation of which were originally filed in the office of the Secretary of State on January 5, 1984, subsequently amended on March 23, 1992, and subsequently restated on December 7, 1994, the Association having been organized for the purpose of operating and administering the Plat of Stockbridge Unit One, found at Plat Book 28, page 29 et seq. of the Public Records of Seminole County, Florida, as Tract A, Tract D, Tract F and Tract G; Stockbridge Unit Two, found at Plat Book 29, page 86 et seq. of the Public Records of Seminole County, Florida, as Tract A, Tract D, Tract F and Tract G; and, Stockbridge Unit Three, found at Plat Book 35, page 96 et seq. of the Public Records of Seminole County, Florida, as Tract A pursuant to the recorded covenants and restrictions pertaining thereto which were filed of record in the Official Records of Seminole County, Florida, as follows:

<u>DOCUMENT NAME</u>	<u>RECORDING DATE</u>	<u>OR Book</u>	<u>OR Page</u>
Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development	January 4, 1984	1514	1843
First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit One	January 13, 1984	1517	0256
Supplemental Declaration of Covenants, Conditions and Restrictions Annexing Certain Real Property into Stockbridge Planned Unit Development, Stockbridge Master Homeowners Association, Inc., and Villas of Stockbridge Homeowners Association, Inc., for Stockbridge Planned Unit Development, Unit Two	April 24, 1984	1541	0093
Supplemental Declaration of Covenants, Conditions and Restrictions Annexing Certain Stockbridge Unit Three into	November 19, 1986	1791	1053

**Stockbridge Planned Unit Development,
Stockbridge Master Homeowners
Association, Inc., and Villas of Stockbridge
Homeowners Association, Inc.**

Certificate of Approval of Amendments to Master Declaration of Covenants, Conditions and Restrictions of Stockbridge Planned Unit Development	March 26, 1992	2406	0304
Amendments to the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development	March 26, 1992	2406	0305
Assignment of Rights and Obligations and Assumption of Duties and Obligations	March 26, 1992	2406	0306
Certificate of Approval of Amendments to First Supplemental Declaration of Covenants, Conditions and Restrictions of Stockbridge Planned Unit Development, Unit I	March 26, 1992	2406	0309
Amendment to First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit One	March 26, 1992	2406	0310
Restated Supplemental Declaration of Covenants, Conditions and Restrictions Annexing Certain Real Property into Stockbridge Planned Unit Development, Stockbridge Master Homeowners Association, Inc., and Villas of Stockbridge Homeowners Association, Inc., for Stockbridge Planned Unit Development, Unit Two	February 1, 1995	2877	0173
Restated Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Units One and Two	February 1, 1995	2877	0178

2. The Association has mailed a Statement of Marketable Title Action in the form set forth in Chapter 712.06(1)(b), *Florida Statutes*, to all members of the Association, and attaches hereto, and by this reference, makes a part hereof, an Affidavit executed by a member of the Association's Board of Directors affirming that the Board of Directors has caused the Statement of Marketable Title Action to be mailed to all members of the Association, as well as the Affidavit of Mailing or Hand Delivering of Notice of Board Meeting which notice includes said Statement of Marketable Title, and further attaches

hereto, and by this reference, makes a part hereof, the original Statement of Marketable Title Action which was mailed to all members of the Association, as composite Exhibit "A".

3. A full and complete description of the lands affected by this Notice of Preservation of Use Rights is attached hereto, and by this reference, made a part hereof as composite Exhibit "B".

4. The real property interest claimed under this Notice of Preservation is the right to preserve those certain use restrictions, covenants, and agreements set forth in the below referenced documents, all of which have been recorded in the Public Records of Seminole County, Florida:

The Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, as recorded in Official Records Book 1514 at Page 1843; First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit One, as recorded in Official Records Book 1517 at Page 0256; Supplemental Declaration of Covenants, Conditions and Restrictions Annexing Certain Real Property into Stockbridge Planned Unit Development, Stockbridge Master Homeowners Association, Inc., and Villas of Stockbridge Homeowners Association, Inc., for Stockbridge Planned Unit Development, Unit Two, as recorded in Official Records Book 1541 at Page 0093; Supplemental Declaration of Covenants, Conditions and Restrictions Annexing Certain Stockbridge Unit Three into Stockbridge Planned Unit Development, Stockbridge Master Homeowners Association, Inc., and Villas of Stockbridge Homeowners Association, Inc., as recorded in Official Records Book 1791 at Page 1053; Certificate of Approval of Amendments to Master Declaration of Covenants, Conditions and Restrictions of Stockbridge Planned Unit Development, as recorded in Official Records Book 2406 at Page 0304; Amendments to the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, as recorded in Official Records Book 2406 at Page 0305; Assignment of Rights and Obligations and Assumption of Duties and Obligations as recorded in Official Records Book 2406 at Page 0306; Certificate of Approval of Amendments to First Supplemental Declaration of Covenants, Conditions and Restrictions of Stockbridge Planned Unit Development, Unit I, as recorded in Official Records Book 2406 at Page 0309; Amendment to First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit One, as recorded in Official Records Book 2406 at Page 0310; Restated Supplemental Declaration of Covenants, Conditions and Restrictions Annexing Certain Real Property into Stockbridge Planned Unit Development, Stockbridge Master Homeowners Association, Inc., and Villas of Stockbridge Homeowners Association, Inc., for Stockbridge Planned Unit Development, Unit Two, as recorded in Official Records Book 2877 at Page 0173; Restated Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Units One and Two, as recorded in Official Records Book 2877 at Page 0178 as may be amended from time to time, a true and accurate copy of which are attached hereto, and by this reference, made a part hereof as Exhibit "C".

[Signatures to be found on the following page]

Sealed and delivered
in the presence of:

VILLAS OF STOCKBRIDGE
HOMEOWNERS ASSOCIATION, INC.

[Signature]
Witness

By: [Signature]
Print Name: Michelle P. Smith, President

Owen Smith
Print Witness Name

Renee C Varga
Witness

Renee Varga
Print Witness Name

STATE OF FLORIDA }
COUNTY OF Orange }

The foregoing instrument was sworn to, subscribed and acknowledged before me this 17 day of December, 2013, by Michelle P. Smith, as the President of VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC., who [X] is personally known to me or [] produced identification, to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed same.

Renee C. Varga
Notary Public

My

Commission

Expires:



EXHIBIT A

**Affidavit Affirming Mailing of Statement of Marketable Title Action
to the Members of the Association; Affidavit of Mailing or Hand Delivering of Notice
of Board Meeting which notice provides the Statement of Marketable Title Action to the
membership.**

(SEE ATTACHED)

VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC.

A Non-Profit Florida Corporation

**AFFIDAVIT OF SERVICE OF
STATEMENT OF MARKETABLE TITLE ACTION**

I, the undersigned, Michelle P. Smith, President and Authorized Agent for the Association whose name appears at the bottom of this affidavit do hereby swear and affirm that a copy of the attached Statement of Marketable Title Action for VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC., has been mailed or hand delivered in accordance with Chapter 712.06, *Florida Statutes*.

Acknowledged this 10 day of December, 2013.

VILLAS OF STOCKBRIDGE HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
Agent for the Association

STATE OF FLORIDA)
COUNTY OF ORANGE)

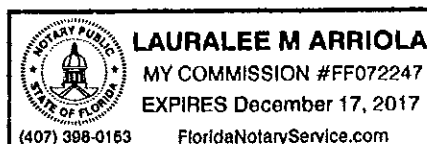
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, PERSONALLY APPEARED, Michelle P. Smith who is personally known to me or has produced a Florida Drivers License as identification and who did take an oath and, after being duly cautioned and sworn, deposes and says that she has freely and voluntarily executed this AFFIDAVIT OF SERVICE OF STATEMENT OF MARKETABLE TITLE ACTION, and that she has set her hand and seal thereto.

SWORN TO AND SUBSCRIBED before me this 10 day of December, 2013.

[Signature]
Notary Public, State of Florida at Large

My Commission Expires:

My Commission Number:



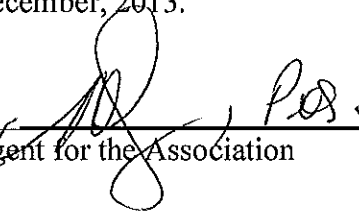
VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC.

A Non-Profit Florida Corporation

**AFFIDAVIT OF MAILING OR HAND DELIVERING
OF NOTICE OF BOARD MEETING**

I, the undersigned, Michelle P. Smith, President and Authorized Agent for the Association whose name appears at the bottom of this affidavit does hereby swear and affirm that the Notice of Board Meeting, with the Statement of Marketable Title included therein, to consider the approval, execution, and filing of a Notice of Preservation of the governing Declaration of Covenants, Conditions and Restrictions for VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION to be held on Monday, December 16, 2013 at 6:00pm at the Villas of Stockbridge Pool Cabana, 2950 Burlington Drive, Apopka, Florida 32703, was mailed or hand delivered in accordance with the Association's governing documents and Florida Statutes. The notice was mailed or hand delivered to each member/owner at the address last furnished to the Association, as such address appears on the books of the Association.

Acknowledged this 10 day of December, 2013.

By 
Agent for the Association

STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, PERSONALLY APPEARED before me the undersigned authority, Michelle P. Smith who is personally known to me or has produced a Florida Drivers License as identification and who did take an oath and, after being duly cautioned and sworn, deposes and says that he/she has freely and voluntarily executed this AFFIDAVIT OF MAILING OR HAND DELIVERING OF NOTICE OF BOARD MEETING and that he/she has set his/her hand and seal thereto.

SWORN TO AND SUBSCRIBED before me this 10 day of December, 2013.


Notary Public, State of Florida at Large

My Commission Expires:
My Commission Number:

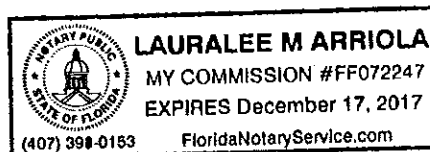


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY:

(SEE ATTACHED)

1514 1863

SEMINOLE CO. FL.

EXHIBIT "A"

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWN-SHIP 21 SOUTH, RANGE 28 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED N00°04'38"E, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWN-SHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN THENCE S00°04'38"W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1850.14 FEET; THENCE RUN S89°20'33"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 1207.08 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE S00°12'13"W, ALONG SAID EAST LINE, A DISTANCE OF 1320.38 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF FOXHOOD PHASE 3, 181 ADDITION AS RECORDED IN PLAT BOOK 23, PAGE 35, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN N86°48'32"W, ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 132.14 FEET; THENCE S01°13'28"W, A DISTANCE OF 138.73 FEET FOR A POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 27°18'31" AND A RADIUS OF 180.00 FEET; THENCE FROM A TANGENT BEARING OF S28°05'30"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.28 FEET TO THE POINT OF TANGENCY; THENCE S58°24'31"E, A DISTANCE OF 180.58 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF 77°25'43" AND A RADIUS OF 25.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 33.78 FEET TO THE POINT OF TANGENCY; THENCE N48°10'18"E, A DISTANCE OF 10.73 FEET; THENCE S 43°49'41"E, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 83°28'08" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF S48°10'18"W, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 11°24'24" AND A RADIUS OF 140.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.87 FEET TO THE POINT OF TANGENCY; THENCE S25°51'27"E, A DISTANCE OF 85.41 FEET; THENCE N44°47'22"E, A DISTANCE OF 155.11 FEET; THENCE S45°12'38"E, A DISTANCE OF 240.83 FEET; THENCE S44°47'22"W, A DISTANCE OF 248.44 FEET; THENCE S45°12'38"E, A DISTANCE OF 48.38 FEET; THENCE S20°38'33"W, A DISTANCE OF 84.80 FEET; THENCE S10°58'21"E, A DISTANCE OF 50.80 FEET; THENCE S40°39'28"W, A DISTANCE OF 58.74 FEET TO THE NORTHEAST CORNER OF THE FLORIDA POWER CORPORATION PIEDMONT SUBSTATION SITE; THENCE S44°48'14"W, ALONG THE NORTHWESTERLY LINE OF SAID PIEDMONT SUBSTATION SITE, A DISTANCE OF 834.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 435; THENCE N53°43'48"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 42.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 35°28'37" AND A RADIUS OF 1278.11 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 345.82 FEET; THENCE N00°18'42"E, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 989.49 FEET; THENCE S88°48'32"E, A DISTANCE OF 330.00 FEET; THENCE S01°13'28"W, A DISTANCE OF 10.00 FEET; THENCE S88°48'32"E, A DISTANCE OF 149.00 FEET; THENCE N01°13'28"E, A DISTANCE OF 28.98 FEET; THENCE S88°48'32"E, A DISTANCE OF 117.25 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 09°12'20" AND A RADIUS OF 200.00 FEET; THENCE FROM A TANGENT BEARING OF S18°33'20"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 32.13 FEET; THENCE N60°54'21"E, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 17.733 ACRES MORE OR LESS.

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UNIT TWO

UNIT THREE

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

EXHIBIT "B"

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FOR SCANNING

EXHIBIT C

Each of the following documents are recorded in the Public Records of Seminole County, Florida, and are attached hereto:

Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, as recorded in Official Records Book 1514 at Page 1843;

First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit One, as recorded in Official Records Book 1517 at Page 0256;

Supplemental Declaration of Covenants, Conditions and Restrictions Annexing Certain Real Property into Stockbridge Planned Unit Development, Stockbridge Master Homeowners Association, Inc., and Villas of Stockbridge Homeowners Association, Inc., for Stockbridge Planned Unit Development, Unit Two, as recorded in Official Records Book 1541 at Page 0093;

Supplemental Declaration of Covenants, Conditions and Restrictions Annexing Certain Stockbridge Unit Three into Stockbridge Planned Unit Development, Stockbridge Master Homeowners Association, Inc., and Villas of Stockbridge Homeowners Association, Inc., as recorded in Official Records Book 1791 at Page 1053;

Certificate of Approval of Amendments to Master Declaration of Covenants, Conditions and Restrictions of Stockbridge Planned Unit Development, as recorded in Official Records Book 2406 at Page 0304;

Amendments to the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, as recorded in Official Records Book 2406 at Page 0305;

Assignment of Rights and Obligations and Assumption of Duties and Obligations as recorded in Official Records Book 2406 at Page 0306;

Certificate of Approval of Amendments to First Supplemental Declaration of Covenants, Conditions and Restrictions of Stockbridge Planned Unit Development, Unit 1, as recorded in Official Records Book 2406 at Page 0309;

Amendment to First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit One, as recorded in Official Records Book 2406 at Page 0310;

Restated Supplemental Declaration of Covenants, Conditions and Restrictions Annexing Certain Real Property into Stockbridge Planned Unit Development, Stockbridge Master Homeowners Association, Inc., and Villas of Stockbridge Homeowners Association, Inc., for Stockbridge Planned Unit Development, Unit Two, as recorded in Official Records Book 2877 at Page 0173; and,

Restated Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Units One and Two, as recorded in Official Records Book 2877 at Page 0178.

(SEE ATTACHED)

OFFICIAL RECORDS
BOOK PAGE

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JAN 31 1984

ARTHUR H. BECKWITH, JR.
Clerk of Courts Seminole Co. FL.

By: JCL

**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT
SEMINOLE COUNTY, FLORIDA**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, SEMINOLE COUNTY, FLORIDA (hereinafter referred to as the "Declaration"), made on the date hereinafter set forth by FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, with the principal mailing address of Suite 400, 101 Wymore Road, Altamonte Springs, Seminole County, Florida (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the sole record owner in fee simple of certain real property (hereinafter referred to as the "Property") located in Seminole County, Florida, which is more particularly described on Exhibit "A" attached hereto; and

WHEREAS, the Declarant desires to develop the Property into a planned unit development to be known as the Stockbridge Planned Unit Development; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in Stockbridge Planned Unit Development, and for the maintenance of recreation areas, open space, green belt areas, recreational amenities, roadways and parking areas and other common facilities as may be specifically designated on the plat of Stockbridge Planned Unit Development and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof; and

WHEREAS, the Declarant intends to develop the Property in one or more phases, each of which phases may have densities of development and forms of ownership different than other phases; and

WHEREAS, the Declarant has deemed it desirable, for the

THIS INSTRUMENT PREPARED BY:
DALE CURRY, ESQ.
ATTORNEYS, BARRISTERS, QUARTER MASTER
P.O. BOX 1007
VALADIA, FLORIDA 32786

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ATTORNEY TO: ELLIOTT, FRC, 2ND.
101 WYMORE ROAD, SUITE 400
ALTAMONTE SPRINGS, FL 32701

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89'00
89'00

efficient preservation of the values and amenities in Stockbridge Planned Unit Development and any subsequent phases to create a master homeowners' association to which shall be delegated and assigned the powers of, operating, maintaining and administering certain designated common area properties and facilities within Stockbridge Planned Unit Development, which areas shall include specifically all streets and designated drainage and retention areas, greenbelt areas, buffer areas and perimeter fencing, entry feature and decor and improvements, and landscaping, administering and enforcing this Declaration, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida, STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation (hereinafter referred to as the "Master Association"), for the purpose of exercising the functions aforesaid; and

WHEREAS, Declarant may deem it necessary to form a separate homeowners' association or subassociation for each phase, which homeowners' association will be unique to the phase or phases for which they are formed, but whose members shall also be members of the Master Association all as set forth in Supplemental Declaration;

NOW THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Master Association" shall mean and refer to

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Stockbridge Master Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 2. "Subassociation" shall mean and refer to a homeowners' association formed for a particular phase of the Stockbridge Planned Unit Development and referenced in a Supplemental Declaration as hereinafter described.

Section 3. "Common Area" shall mean all personal property and real property including the improvements thereon owned by the Master Association for the common use and enjoyment of the "Owners," whether acquired by purchase or conveyance from the Declarant, its successors or assigns, or otherwise. The Common Area is initially identified by tract on the plat of Stockbridge Unit I, as Tracts A, D, F, and G, and is subject to the dedication set forth on said plat. Tract E, as indicated on said Plat, is hereby specifically excluded from and shall not constitute a part of the Common Area. The term "Common Area" shall also include any intangible personal property acquired by the Master Association, if such property is, including but not limited to promissory notes and security interests, designated as such by the Master Association, and may include, but not be limited to, streets, roadway and paths, fences and landscape buffers around the perimeter of the Property, drainage and retention areas, buffer areas, entry feature and decor and improvements, and landscaping and any other real or personal property identified by tract as Common Area on the plat of each subsequent phase of the Stockbridge Planned Unit Development. All Common Areas are to be devoted to and intended for the common use and enjoyment of the members of the Master Association, their families, guests, persons occupying "Dwelling Units" on a guest or tenant basis, to the extent designated on recorded plats or authorized by the Board of Directors of the Master Association.

Section 4. "Limited Common Area" shall mean all real property including the improvements thereon owned by a specific

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Subassociation or Subassociations for the common use and enjoyment of the Subassociation Members of that specific Subassociation or Subassociations, whether acquired by purchase or conveyance from the Declarant, its successors or assigns, or otherwise. The Limited Common Area is initially identified by tract on the plat of Stockbridge Unit One, as Tracts B, and C, and is subject to the dedication set forth on said plat. The term "Limited Common Area" shall also include any intangible personal property acquired by the specific Subassociation. Limited Common Area may include any other real or personal property identified by tract as Limited Common Area on the plat of each subsequent phase of Stockbridge Planned Unit Development, or designated in the Supplemental Declarations for each subsequent phase of said development. All Limited Common Areas are to be devoted to and intended for the common use and enjoyment of the members of a specific Subassociation or Subassociations, their families, guests, persons occupying Dwelling Units (as hereinafter defined) on a guest or tenant basis, to the extent designated on recorded plats or authorized by the Board of Directors of the Subassociation. Limited Common Areas shall be identified on the plat of a particular phase or phases as separate tracts.

Section 5. "Lot" shall mean and refer to any plot of land shown on a plat of the Property with the exception of any Common Area or Limited Common Area which lot is intended to have a Dwelling Unit constructed thereon.

Section 6. "Dwelling Unit" shall mean and refer to any building or portion thereof constructed on a lot and intended for use and occupancy as a residence by a single family susceptible to ownership in fee simple as to which Dwelling Unit a certificate of occupancy has been issued by the applicable governmental authorities.

Section 7. "Declarant" shall mean and refer to FLORIDA RESIDENTIAL COMMUNITIES, INC., its successors and assigns.

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Section 8. "ARC" shall mean an architectural review committee appointed in accordance with Article V, whose duties shall be as set forth in Article V.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property.

Section 10. "Member" shall mean and refer to any Owner who is a member of the Association.

Section 11. "Subassociation Member" shall mean and refer to any owner who is a member of a Subassociation.

Section 12. "Subdivision Community" shall mean and refer to Stockbridge Planned Unit Development as platted on the Property or additions thereto as provided for in Article IX, Sections 4 and 5, hereinafter.

Section 13. "Additional Phase" shall mean and refer to phases of Stockbridge Planned Unit Development platted subsequent to Unit One of Stockbridge Planned Unit Development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any;

(b) The right of the Master Association to suspend the voting rights of 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.

(c) The right of the Master Association to dedicate or transfer all or any part of the Common Area to any

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public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Master Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE XII

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A Members 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, and 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 shall be the Declarant and shall be entitled to three (3) votes for each Lot platted and owned by Declarant as well as for each Lot approved by Seminole County, Florida and the Federal Housing Administration for the Subdivision Community which totals four hundred twenty-five (425) Lots. 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:

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(a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) On December 31, 1990.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for Membership under Article III, Section 1.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Master Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. However, the liability for assessments with respect to each platted Lot owned by Declarant shall be: (1) twenty-five percent (25%) of the annual assessment or charges, and (2) twenty-five percent (25%) of the special assessments for capital improvements, provided that the Lot has no Dwelling Unit constructed thereon. So long as Declarant pays such reduced assessment for Dwelling Units or Lots owned by Declarant, Declarant shall be responsible for any funding deficiency of the Master Association as a result thereof for the year in which such reduced assessment is paid. Upon the first occupancy of the previously unoccupied Dwelling Unit owned by Declarant, whether or not ownership of that Lot is retained by Declarant, the full annual and special assessments shall immediately and permanently attach to the Lot from the date of such occupancy. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the

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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 also 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.

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment by the Master Association shall be ONE HUNDRED SEVENTY-TWO AND 20/100 DOLLARS (\$172.20) per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Master Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Master 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 upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 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 or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 1, above and may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which period shall begin on January 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. An invoice from the Master Association shall

constitute satisfactory written notice. The due dates shall be established by the Board of Directors. The Master Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Master Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Master Association as to the status of assessments on a Lot is binding upon the Master Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Master Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Master Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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 became 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 V

ARCHITECTURAL CONTROL

Section 1. Review by Architectural Review Committee. No building, fence, wall, pool, landscaping or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made unless it is in compliance with the zoning code of

Seminole County, Florida, and other applicable regulations and unless and 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 external design and location in relation to surrounding structures and topography by the Architectural Review Committee (ARC).

Section 2. Procedure for Review. Any Owner needing the approval of the ARC shall deliver an application or request for action to the ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with a floor plan, elevation plan, landscaping plan, site clearing plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument, and served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations for changes to gain approval. In the event the ARC takes no action on the application or request within the thirty (30) day period, then the application or request shall be deemed to be accepted.

Section 3. Composition of Architectural Review Committee. The ARC shall have at least three (3) members who shall initially be appointed by the Declarant. The members appointed to the ARC do not need to be Owners. So long as the Declarant maintains a controlling vote of the membership of the Association under the terms of Article III of this Declaration, the Declarant shall be entitled to appoint all members of the ARC and any successor members; provided, however, the Declarant shall at any time have the right to waive its right to appoint the members of the ARC. The members of the ARC shall be

appointed for staggered three (3) year terms, provided, however, the initial members of the ARC appointed by the Declarant shall serve so long as Declarant has the right to appoint all members of the ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, the Declarant shall promptly appoint a successor member of the ARC who shall serve at the pleasure of the Declarant. After the end of the term during which the Declarant may appoint all the members of the ARC, a majority of the Owners of Lots on the Property shall have the right to appoint the members of the ARC. The Owners shall so appoint the members of the ARC by ballot after ten (10) days written notice given by the then existing ARC that the Owners have the right to appoint members. Failure by any Owner to vote on membership of the ARC shall not in any way affect the validity of the appointment of a member to the ARC. The first ARC appointed by the Owners shall have three (3) members, one with a term of one (1) year, one with a term of two (2) years and one with a term of three (3) years. Each year thereafter the ARC shall provide a ten (10) day written notice to the Owners of Lots on the Property of the need to elect a new ARC member upon expiration of the term of a then existing ARC member. No meeting shall be required for the initial appointment of members to the ARC by the Owners or for any subsequent election and the person receiving the largest number of votes shall be elected to serve for a three (3) year term. The written notice from the ARC to the Owners shall include a ballot and shall set forth a deadline for voting no sooner than fifteen (15) days from the date the notice is mailed to the Owners. There shall be only one (1) vote per Lot cast, regardless of the number of Owners of a particular Lot, and the Owners of a Lot shall designate among themselves who shall cast their vote. Failure to so select, or the casting of more than one (1) vote in a particular election for any given Lot, shall eliminate the

right of the Owners of a given Lot to vote in that election. All votes cast by Owners shall be kept for a minimum of three (3) years and shall be available for inspection upon demand made by any Owner.

Section 4. Termination of ARC. The ARC of the Master Association shall exist so long as the Declarant shall own at least one (1) unsold Lot which is offered for sale in the course of ordinary business.

ARTICLE VI

EASEMENT RESERVED TO DECLARANT

Section 1. Easement over Common Area. For so long as Declarant is an owner of a Lot in the Property, the Declarant hereby reserves unto itself the right to grant an easement in perpetuity over, upon, under and across all Common Areas shown on the recorded subdivision plat of the Property together with the right to grant easements to others and such easements shall include, but shall not be limited to, the right to use the said Common Area to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and retention and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to provide for drainage and retention and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 2. Easement over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to reserve an easement to itself or grant an

easement to any other entity over each Lot owned by Declarant for purposes of ingress and egress, to include driveways common to two or more Lots, drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided, however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utility company providing the utilities served by that utility easement.

Section 3. Establishment of Easements. All easements, as provided for in this Article, shall be established by one or more of the following methods, to wit:

- (a) By a specific designation of an easement on the recorded plat of the Property;
- (b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;
- (c) By a separate instrument referencing this Article VI, said instrument to be subsequently recorded by the Declarant; or
- (d) By virtue of the reservation of rights set forth in Section 2 of this Article VI.

ARTICLE VII

GENERAL RESTRICTIONS AND INSURANCE

Section 1. General Restrictive Covenants. The general restrictive covenants applicable to the Lots shall be set forth in Supplemental Declarations for each phase of the Stockbridge Planned Unit Development.

Section 2. Insurance.

- (a) The Master Association shall keep (i) any buildings in the Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage

casualty policy in the amount of the maximum insurable replacement value thereof, and (ii) all personal property owned by the Master Association insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Master Association. Insurance proceeds for improvements in the Common Area and any personal property owned by the Master Association shall be payable to the Master Association. In the event of any loss, damage or destruction, the Master Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area. In the event the cost of such replacement, repair or rebuilding of improvements on the Common Area (i) exceeds the insurance proceeds available therefor or (ii) no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners.

(b) The Master Association shall procure and keep in force public liability insurance in the name of the Master Association against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in indemnity against the claim of one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

(c) Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Master Association and made available for inspection by Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancellable by the insurer without first giving at least ten (10) days prior notice in writing to

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the Master Association, and (ii) contain a waiver of subrogation by the insurer(s) against the Master Association, Board and Owners.

(d) Anything contained herein to the contrary notwithstanding, the Master Association shall maintain such insurance coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA") or the Federal National Mortgage Association ("FNMA") so long as VA, FHA or FNMA holds a mortgage on or owns any Lot.

ARTICLE VIII

COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Areas, the Limited Common Areas, and the improvements made thereto, and that it is in the interests of all of the Owners that the right to the use and enjoyment of the Common Areas and Limited Common Areas be retained by the Owners of Lots, the Declarant declares that the right to the use and enjoyment of any Owner in the Common Areas and Limited Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas and Limited Common Areas. In addition there shall exist no right to transfer the right to the use and enjoyment of the Common Areas and Limited Common Areas in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Areas and Limited Common Areas appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Declarant or the Master Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by

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which said Lot is conveyed.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Master Association, the Declarant, 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 Master 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. If the Master Association, the Declarant or any Owner shall seek to enforce the provisions of this Declaration, then said party shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise 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 during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property and Common Area or Limited Common Area, other than that described in subparagraph (b) below, may be annexed to the Property

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with the consent of two-thirds (2/3) of each class of members;

(b) Land within the area described on Exhibit "B" attached hereto, may be annexed by the Declarant without the consent of members so long as Declarant is a Class B Member of the Master Association, provided the Federal Housing Administration (FHA) and the Veteran's Administration (VA) consent to such annexation. Upon annexation of said additional land, the owners of lots within land so annexed for all intents and purposes shall be deemed to be members of the Stockbridge Master Homeowners Association, Inc. in accordance with the provisions of this Declaration. The Owners of the Lots shall be subject to its rules, regulations and bylaws in the same manner and with the same effect as the original Owners and shall have the same rights and obligations as to the Common Areas and Limited Common Areas. When additional land is annexed, the Declarant shall file a Supplemental Declaration among the Public Records of Seminole County, Florida, which Supplemental Declaration shall reference this Declaration and shall contain the legal description of the land annexed. Such Supplemental Declaration or a separate Supplemental Declaration may contain provisions for creating a Subassociation for the area being annexed with its members being the Owners of the Lots in the area being annexed, and shall set forth such special provisions and restrictions which apply only to the area being annexed, but which shall not conflict with the provisions of this Declaration. Such Owners shall also be members of the Master Association. Notwithstanding any other provision of this Declaration to the contrary, the Supplemental Declarations described herein shall not be required to be executed by any existing Owners, other than Declarant.

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Section 5. Right of Master Association to Merge. The Master Association retains the right to merge with any other homeowners association provided such homeowners association is for a FHA or VA approved subdivision and provided FHA approves such merger. This right shall be exercised by recordation of an Amendment to this Declaration recorded among the Public Records of Seminole County, which Amendment shall set forth a legal description of the property to which this Declaration, as amended, shall apply. The Amendment shall further have attached to it a resolution of this Master Association and the homeowners association with which a merger is to take place, and such resolution shall be certified by the Corporate Secretary thereof and shall state:

(a) That a meeting of the homeowners association was held in accordance with its bylaws;

(b) That a two-thirds (2/3) vote of all classes of members approved the merger.

The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties not covered by Article IX, dedication of Common Area, merger as provided in Section 5 of this Article IX, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, FLORIDA RESIDENTIAL COMMUNITIES, INC., has caused its seal to be hereunto affixed and these presents

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SEMINOLE CO. FL.

to be signed by its Vice President, thereunto duly authorized,

this 17th day of December, 1983.

Signed, sealed and delivered
in the presence of:

FLORIDA RESIDENTIAL
COMMUNITIES, INC.

By: Howard B. Lefkowitz
Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 17th day of December, 1983
before me personally appeared Howard B. Lefkowitz, Vice
President of FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida
corporation, to me known to be the person who signed the
foregoing instrument, as such officer and acknowledged the
execution thereof to be his free act and deed as such officer
for the uses and purposes therein mentioned, and that the said
instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State
first above written.

Elizabeth J. Bingley
Notary Public

My Commission Expires

July 22, 1985

RECORDED & VERIFIED
CLERK CIRCUIT COURT
SEMINOLE COUNTY FL
JAN 4 4 49 PM '84

84758

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EXHIBIT "A"

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 20 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED N00°04'28"E, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 20 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN THENCE S00°04'28"W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1850.14 FEET; THENCE RUN S89°20'33"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 1207.08 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE S00°12'43"W, ALONG SAID EAST LINE, A DISTANCE OF 1320.38 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF FOXHOOD PHASE 3, 181 ADDITION AS RECORDED IN PLAT BOOK 23, PAGE 35, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN N88°48'32"W, ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 132.14 FEET; THENCE S01°13'28"W, A DISTANCE OF 135.73 FEET FOR A POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 27°38'51" AND A RADIUS OF 180.00 FEET; THENCE FROM A TANGENT BEARING OF S28°05'30"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.28 FEET TO THE POINT OF TANGENCY; THENCE S58°24'31"E, A DISTANCE OF 120.58 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF 77°25'41" AND A RADIUS OF 25.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 33.78 FEET TO THE POINT OF TANGENCY; THENCE N48°10'19"E, A DISTANCE OF 10.73 FEET; THENCE S 43°48'41"E, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 83°28'08" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF S48°10'19"W, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 11°24'22" AND A RADIUS OF 140.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.87 FEET TO THE POINT OF TANGENCY; THENCE S25°51'27"E, A DISTANCE OF 85.41 FEET; THENCE N44°47'22"E, A DISTANCE OF 155.11 FEET; THENCE S45°12'38"E, A DISTANCE OF 240.83 FEET; THENCE S44°47'22"W, A DISTANCE OF 248.44 FEET; THENCE S45°12'38"E, A DISTANCE OF 45.38 FEET; THENCE S22°38'32"W, A DISTANCE OF 84.80 FEET; THENCE S10°50'21"E, A DISTANCE OF 60.00 FEET; THENCE S40°39'28"W, A DISTANCE OF 58.74 FEET TO THE NORTHERNMOST CORNER OF THE FLORIDA POWER CORPORATION PIEDMONT SUBSTATION SITE; THENCE S44°48'34"E, ALONG THE NORTHWESTERLY LINE OF SAID PIEDMONT SUBSTATION SITE, A DISTANCE OF 834.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 42; THENCE N53°43'48"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 42.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 15°29'37" AND A RADIUS OF 1278.11 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 345.62 FEET; THENCE N00°18'42"E, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 889.40 FEET; THENCE S88°48'32"E, A DISTANCE OF 130.00 FEET; THENCE S01°13'28"W, A DISTANCE OF 10.00 FEET; THENCE S88°48'22"E, A DISTANCE OF 149.00 FEET; THENCE N01°13'28"E, A DISTANCE OF 25.98 FEET; THENCE S88°48'32"E, A DISTANCE OF 117.25 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 08°12'20" AND A RADIUS OF 200.00 FEET; THENCE FROM A TANGENT BEARING OF S18°53'20"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 32.13 FEET; THENCE N80°54'21"E, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 17.733 ACRES MORE OR LESS.

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UNIT TWO

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NORTH PARCEL

EXHIBIT "B"

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VILLAS OF STOCKBRIDGE

FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT,
UNIT ONE, SEMINOLE COUNTY, FLORIDA

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT
DEVELOPMENT, UNIT ONE, SEMINOLE COUNTY, FLORIDA, for the Villas
of Stockbridge (hereinafter referred to as the "Declaration"),
made on the date hereinafter set forth by FLORIDA RESIDENTIAL
COMMUNITIES, INC., a Florida corporation, with the principal
mailing address of Suite 400, 101 Wymore Road, Altamonte
Springs, Seminole County, Florida (hereinafter referred to as
"Declarant").

WITNESSETH:

WHEREAS, Declarant is the sole record owner in fee simple
of certain real property (hereinafter referred to as the "Phase
One Property") located in Seminole County, Florida, which is
more particularly described on Exhibit "A" attached hereto; and

WHEREAS, the Declarant desires to develop the Phase One
Property as a phase of the Planned Unit Development known as
the Stockbridge Planned Unit Development and intends to develop
additional parcels or sections of the Stockbridge Planned Unit
Development which shall become part of the Phase One Property
by virtue of the Supplemental Declaration as more specifically
set forth hereafter; and

WHEREAS, Declarant has previously caused to be recorded
that certain Master Declaration of Covenants, Conditions and
Restrictions for Stockbridge Planned Unit Development, Seminole
County, Florida (hereinafter referred to as the "Original
Declaration"), recorded Jan. 4, 1984, 1984, in Official Records
Book 1514, Page 1549, Public Records of Seminole County,
Florida; and

WHEREAS, Declarant has incorporated the Phase One Property
into the Stockbridge Planned Unit Development as set forth in
Article IX, Section 4(b) of the Original Declaration which

RETURN TO: E. L. VIER
P.O. BOX 101 WYMORE RD.
SUITE 400 ALTAMONTE SPRINGS, FL 32714

THIS INSTRUMENT PREPARED BY:
DAVE BARRETT, ESP.
INWINS, DANBAR, DETER & RANIER
P.O. BOX 2109
DAVANO, FLORIDA 32002

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provides for the preservation of the values and amenities of the Phase One Property, and for the maintenance of recreation areas, open space, green belt areas, recreational amenities, roadways and parking areas and other common facilities as may be specifically designated on the plat of Stockbridge Planned Unit Development, Phase One, and to this end, has heretofore subjected the Phase One Property to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration and does hereby subject the Phase One Property to these covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Phase One Property and each subsequent owner of all or part thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in Stockbridge Planned Unit Development, Phase One, to create a homeowners' association to which should be delegated and assigned the powers of maintaining and administering the Limited Common Area properties and facilities (as hereinafter defined) within Stockbridge Planned Unit Development, Phase One; administering and enforcing these covenants and restrictions; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida, a Subassociation as defined in the Original Declaration, which Subassociation is known as the VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation (hereinafter referred to as the "Villas"), for the purpose of exercising the functions aforesaid; and

WHEREAS, in addition to being members of the Villas, the homeowners in STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT ONE, are also members of the Master Association as defined in the Original Declaration;

NOW THEREFORE, Declarant declares that all of the Unit One

Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Original Declaration and the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Unit One Property and be binding on all parties having any right, title or interest in the Unit One Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The definitions contained in the Original Declaration are incorporated herein by reference. In addition, the following definitions shall be used in the context of this Declaration.

Section 1. "Limited Common Area" shall mean all personal property and real property including the improvements thereon owned by the Villas for the common use and enjoyment of the Owners of Lots in the Unit One Property, whether acquired by the Villas by purchase or conveyed to the Villas by the Declarant or otherwise acquired. The Limited Common Area is identified by tract on the plat of the Stockbridge Planned Unit Development, Unit One, as Tracts B and C, and is subject to the dedication set forth on said plat. The term "Limited Common Area" shall also include any intangible personal property acquired by the Villas, including but not limited to promissory notes and security instruments, if such property is designated as such by the Villas. All Limited Common Areas are to be devoted to and intended for the common use and enjoyment of the members of the Villas, their families, guests, persons occupying Dwelling Units on a guest or tenant basis, and to the extent designated on recorded plats or authorized by the Board of Directors of the Villas.

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ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Limited Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Villas to charge reasonable admission and other fees for the use of any recreational facility situated upon the Limited Common Area;

(b) The right of the Villas to suspend the voting rights and right to use of the recreational amenities 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.

(c) The right of the Villas to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Villas. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members of the Villas has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Limited Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Villas. Membership shall be appurtenant to and may not be separated from ownership of

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any Lot which is subject to assessment.

Section 2. The Villas shall have two classes of voting Membership:

Class A. Class A Members 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 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 the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or
- (b) On December 31, 1990.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for Membership under Article III, Section 1.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Villas: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. However, the liability for assessments with respect to Lots owned by Declarant shall be:

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(1) twenty-five percent (25%) of the annual assessment or charges, and (2) twenty-five percent (25%) of the special assessments for capital improvements, provided that the Lot has no Dwelling Unit constructed thereon. So long as Declarant pays such reduced assessment for Lots owned by Declarant, Declarant shall be responsible for any funding deficiency of the Villas as a result thereof for the year in which such reduced assessment is paid. Upon the first occupancy of the previously unoccupied Dwelling Unit owned by Declarant, whether or not ownership of that Lot is retained by Declarant, the full annual and special assessments shall immediately and permanently attach to the Lot from the date of such occupancy. 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 also 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.

Section 2. Purpose of Assessments. The assessments levied by the Villas shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Unit One Property and annexations thereto and for the improvement and maintenance of the Limited Common Area.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED FIFTY-ONE AND 80/100 DOLLARS (\$151.80) per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased

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each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Villas may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Villas 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 upon the Limited Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 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 or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 1, above and may be

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collected on a monthly, quarterly, semi-annual or annual basis.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Limited Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which period shall begin on January 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. An invoice from the Villas shall constitute satisfactory written notice. The due dates shall be established by the Board of Directors of the Villas. The Villas shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Villas setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Villas as to the status of assessments on a Lot is binding upon the Villas as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Villas. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Villas may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Limited Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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

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foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became 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 V

VILLAS ARCHITECTURAL CONTROL

Section 1. Review by Villas Architectural Review Committee. No Building, fence, wall, pool, landscaping or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made unless it is in compliance with the zoning code of Seminole County, Florida and other applicable regulations and unless and 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 external design and location in relation to surrounding structures and topography by the Villas Architectural Review Committee (Villas ARC).

Section 2. Procedure for Review. Any Owner needing the approval of the Villas ARC shall deliver an application or request for action to the Villas ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with a floor plan, elevation plan, landscaping plan, site clearing plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the Villas ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument, and served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations for changes to gain approval. In the event the Villas ARC takes no action on the application or

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request within the thirty (30) day period, then the application or request shall be deemed to be accepted.

Section 3. Composition of Villas Architectural Review Committee. The Villas shall have at least three (3) members who shall initially be appointed by the Declarant. The members appointed to the Villas ARC do not need to be Owners. So long as the Declarant maintains a controlling vote of the membership of the Association under the terms of Article II of this Declaration, the Declarant shall be entitled to appoint all members of the Villas ARC and any successor members; provided, however, the Declarant shall at any time have the right to waive its right to appoint the members of the Villas ARC. The members of the Villas ARC shall be appointed for staggered three (3) year terms, provided, however, the initial members of the Villas ARC appointed by the Declarant shall serve so long as Declarant has the right to appoint all members of the Villas ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the Villas ARC, the Declarant shall promptly appoint a successor member of the Villas ARC who shall serve at the pleasure of the Declarant. After the end of the term during which the Declarant may appoint all the members of the Villas ARC, a majority of the Owners of Lots on the Property shall have the right to appoint the members of the Villas ARC. The Owners shall so appoint the members of the Villas ARC by ballot within ten (10) days' written notice given by the then existing Villas ARC that the Owners have the right to appoint members. Failure by any Owner to vote on membership of the Villas ARC shall not in any way affect the validity of the appointment of a member of the Villas ARC. The first Villas ARC appointed by the Owners shall have three (3) members, one with a term of one (1) year, one with a term of two (2) years and one with a term of three (3) years. Each year thereafter the Villas ARC shall provide a ten (10) day written notice to the Owners of Lots on the Property

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of the need to elect a new Villas ARC member upon expiration of the term of a then existing Villas ARC member. No meeting shall be required for the initial appointment of members to the Villas ARC by the Owners or for any subsequent election and the person receiving the largest number of votes shall be elected to serve for a three (3) year term. The written notice from the Villas ARC to the Owners shall include a ballot and shall set forth a deadline for voting no sooner than fifteen (15) days from the date the notice is mailed to the Owners. There shall be only one (1) vote per Lot cast, regardless of the number of Owners of a particular Lot, and the Owners of a Lot shall designate among themselves who shall cast their vote. Failure to so select, or the casting of more than one (1) vote in a particular election for any given Lot, shall eliminate the right of the Owners of a given Lot to vote in that election. All votes cast by Owners shall be kept for a minimum of three (3) years and shall be available for inspection upon demand made by any Owner.

Section 4. Master Association ARC. All Lots in the Property shall comply with the rules of the Architectural Review Committee of the Master Association (hereinafter referred to as the "ARC") in accordance with the Original Declaration.

ARTICLE VI

EASEMENT RESERVED TO DECLARANT

Section 1. Easement over Limited Common Area. For so long as Declarant is the owner of a Lot in the Unit One Property, the Declarant hereby reserves unto itself the right to grant an easement in perpetuity over, upon, under and across all Limited Common Areas shown on the recorded subdivision plat of the Unit One Property together with the right to grant easements to others and such easement shall include, but shall not be limited to, the right to use the said Limited Common Area to erect, maintain and use electric and telephone poles,

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wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and retention and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to provide for drainage and retention and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 2. Easement over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to reserve an easement to itself or grant an easement to any other entity over each Lot owned by Declarant for purposes of ingress and egress, to include driveways common to two or more Lots, drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided, however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utility company providing the utilities served by that utility easement.

Section 3. Common Driveway Easements. There shall hereby be created common driveway easements over and across any Lot to serve an adjoining Lot where, in the course of development of the two (2) or more adjoining Lots, it is necessary for access to one or both of the Lots that there be provided a driveway common to both Lots, all as more particularly set forth in Section 13 of Article VII hereafter.

Section 4. Establishment of Easements. All easements, as

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provided for in this Article, shall be established by one or more of the following methods, to wit:

- (a) By a specific designation of an easement on the recorded plat of the Unit One Property;
- (b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;
- (c) By a separate instrument referencing this Article VI, said instrument to be subsequently recorded by the Declarant;
- (d) By virtue of the reservation of rights set forth in Section 2 of this Article VI.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots in the Unit One Property, except as modified by the Supplemental Declarations for each subsequent phase of the Stockbridge Planned Unit Development.

Section 2. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot or Dwelling Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than the Dwelling Units designated for residential use and private garages. The foregoing shall not prohibit the Declarant from using Dwelling Units as models or offices.

Section 3. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, campor, tent, shack, shed, boat, barn or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or

permanent, unless approved by the Villas ARC and the ARC for the Master Association for use during construction only; provided, however, that this prohibition shall not apply to shelters used by the contractor or Declarant during the construction of any Dwelling Unit.

Section 4. Parking Restrictions. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper or other similar vehicle shall be parked on the street, including right-of-way thereof, overnight or for a continuous period of time in excess of ten (10) consecutive hours.

Section 5. Storage Restrictions. No automobile, truck, house trailer, mobile home, camper, boat, boat and trailer or trailer or other similar vehicle along shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a Dwelling Unit.

Section 6. Livestock and Animal Restrictions. No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot or in any Dwelling Unit; provided, however, that dogs, cats or other common domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of Owner's Lot except on a leash. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

Section 7. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, or in any Dwelling Unit, nor shall anything be

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done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot, driveway, Common Area or Limited Common Area shall be used for the purpose of vehicle repair or maintenance.

Section 8. Restrictions on Walls, Fences or Hedges. No wall, fence or hedge over six (6) feet tall as measured from existing ground level shall be erected, placed, altered, maintained or permitted to remain on any Lot unless and until the height, type or location thereof have been approved by the ARC of the Master Association in accordance with the Original Declaration and the Villas ARC.

Section 9. Sewerage Restrictions. No septic tank, drain field, mobile home storage tank or other similar container shall be permitted to exist on any Lot, except, however, that a "gray water" system may be used if approved by appropriate governmental agencies.

Section 10. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Villas shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Villas detracts from the overall beauty, setting and safety of the Unit One Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Villas and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Villas to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Villas in exercising its rights under this Section shall

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constitute a special assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any assessment or special assessment.

Section 11. Signs. No commercial signs, or other signs, shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the Villas or except as may be required by legal proceedings, it being understood that the Villas will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed four (4) square feet. If permission is granted for any other signage, the Villas shall have the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Villas. These restrictions shall not apply to restrict the Declarant or its agents from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit.

Section 12. Exterior Maintenance. The Villas shall have the right, but not the duty, to provide all exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance for any areas not walled or fenced in for use as a patio in order to maintain the integrity and well being, reputation and aesthetic value of the Subdivision Community. The Villas may exercise this right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Dwelling Unit to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Villas in

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performing repairs or maintenance under this Section shall be paid for by the Owner and if the Owner fails to pay, then the Villas shall have the right to impose a special assessment against said Owner and said Owner's Lot or Dwelling Unit to pay for the cost of repairs and replacements. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Villas. The Villas shall have the right to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Villas or its agent shall not be deemed a trespass.

Section 13. Party Walls and Common Driveways. All common or party walls and common driveways shall be maintained by the Owners of those Dwelling Units adjoining a party wall or served by the common driveway subject to the right, but not the obligation, of the Villas to maintain the same as hereinafter set forth. If an Owner, or his agents, guests, invitees or others whose presence is authorized by an Owner including an Owner's tenant damages a party or common wall or common driveway, or causes damage to the person or property of an adjoining Owner or tenant as a result of damage to a party or common wall or common driveway arising from the negligence or intentional acts of said Owner or tenant, then said Owner shall be liable and responsible for the damages to the party wall or common driveway and for the damages to the person or property of the adjoining Owner or tenant in repairing the party wall or common driveway and in the collection of all costs and damages, including reasonable attorneys' fees. Further, where two (2) Dwelling Units are connected by a party wall, it will be the responsibility of each Owner of such Dwelling Units to maintain property insurance on his Dwelling Unit in sufficient amounts of coverage to guarantee the replacement or repair of the entire Dwelling Unit and the entire party wall, in the event of

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total damage or loss of the Dwelling Unit or party wall. Each Owner of a Dwelling Unit adjoining a party wall shall furnish proof of their paid property insurance to the Villas annually. The Villas shall not have the duty to determine whether any Owner has provided such proof, or to determine the sufficiency of such proof, and shall not be liable for failing to make these determinations.

All costs of reconstructing a party wall or common driveway in the event such party wall or common driveway is destroyed or damaged not as the result of the negligence or intentional acts of either adjoining Owner or their tenants, shall be borne equally by the Owners of the Dwelling Units adjoining such party wall or served by such common driveway. In the event one Owner bears the entire expense for reconstruction of a party wall or common driveway under this Section, then in such event the Owner of the adjoining Dwelling Unit shall pay to the Owner who reconstructed the party wall or common driveway one-half (1/2) of the expense incurred in that reconstruction. The Villas shall have the right to enter on the other adjoining Lot and into the adjoining Dwelling Unit, after notice: (1) for the purpose of reconstructing a party wall or common driveway where a threat to life or property exists and nonconstruction or repair will perpetuate that threat; or (2) for the purpose of enhancing the aesthetic appearance of the party wall or common driveway.

Either adjoining Owner shall have an equal right to use a party wall for the support of structural members of a Dwelling Unit to be constructed on either of the adjoining Lots and a common driveway for access to each Lot served thereby. This right shall be subject, however, to payment by the Owner seeking to tie into the party wall of any costs involved in tying into the party wall and payment of any damage occasioned therefrom.

Each party wall shall be subject to an easement of support

for adjoining Dwelling Units subject to payment of costs as provided above and shall be subject to an easement for conduit, ducts, plumbing, wiring and other facilities for the furnishing of utility services to adjoining Dwelling Units.

Section 14. Interior Maintenance. Each individual Owner shall have the responsibility to maintain the interior of their respective Dwelling Unit. In the event the interior of a Dwelling Unit attached by a common wall to an adjoining Dwelling Unit is damaged in such fashion so as to create a health or safety hazard to the adjoining Dwelling Unit or to create a nuisance, and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the Villas shall have the right, but not the duty, to make reasonable repairs to the interior of such Dwelling Unit. Any and all costs incurred by the Villas in performing repairs or maintenance under this Section shall be paid for by the Owner and if the Owner fails to pay, then the Villas shall be entitled to make a special assessment against the Owner and said Owner's Lot or Dwelling Unit to pay for the costs of such repairs. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Villas.

Section 15. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Villas, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit or after reasonable notice to the Owner to enter any Dwelling Unit at reasonable hours on any day of the week.

Section 16. Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of eight inches (8") or more (measured four feet [4'] from ground level) may not be removed without prior

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approval of the ARC for the Master Association and the Villas ARC. All requests for approval of tree removal shall be submitted to said ARC's along with a plan showing generally the location of such tree(s). Notwithstanding the foregoing, the Seminole County Arbor Ordinance shall take precedence over this Section 16.

Section 17. Replacement of Trees. Anyone violating the provisions of Section 16 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the ARC of either the Master Association or the Villas. If the Owner fails or refuses to replace the trees as demanded, either of the ARC's shall cause suitable replacements to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the ARC's, their agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 16 and this Section 17.

Section 18. Insurance.

(a) The Villas shall keep (i) any buildings in the Limited Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof, and (ii) all personal property owned by the Villas insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Villas. Insurance proceeds for improvements in the Limited Common Area and any personal property owned by the Villas shall be payable to the Villas. In the event of any loss, damage or destruction, the Villas shall cause the same to be replaced, repaired or rebuilt if it occurred in the Limited Common Area. In the event the cost of such replacement, repair or rebuilding of improvements on the

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Limited Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners.

(b) The Villas shall procure and keep in force public liability insurance in the name of the Villas against any liability for personal injury or property damage resulting from any occurrence in or about the Limited Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in indemnity against the claim of one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

(c) Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Villas and made available for inspection by Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancellable by the insurer without first giving at least ten (10) days prior notice in writing to the Villas, and (ii) contain a waiver of subrogation by the insurer(s) against the Villas, Board and Owners.

(d) Anything contained herein to the contrary notwithstanding, the Villas shall maintain such insurance coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or the Federal National Mortgage Association ("FNMA") so long as VA, FHA or FNMA holds a mortgage on or owns any Lot.

Section 19. Swimming Pools. No above ground swimming pools shall be permitted on the Unit One Property.

ARTICLE VIII

COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Limited Common Area and the improvements made thereto, and that it is in the interests of all of the Owners that the right to the use and enjoyment of the Limited Common Area be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Limited Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Limited Common Area. In addition there shall exist no right to transfer the right to the use and enjoyment of the Limited Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Limited Common Area appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Declarant or the Villas for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Villas, 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 Villas, the Declarant 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. If the Villas or the Declarant or any Owner shall seek to enforce the provisions of

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this Declaration, then said party shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise 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 during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property and Limited Common Area, other than that described in subparagraph (b) below, may be annexed to the Unit One Property with the consent of two-thirds (2/3) of each class of members;

(b) Additional land within the area described on Exhibit "A" attached hereto, may be annexed by the Declarant for certain specific purposes without the consent of members so long as Declarant is a Class B Member of the Villas, provided the Federal Housing Administration (FHA) and the Veteran's Administration (VA) consent to such annexation. Upon annexation of said additional land, the owners of lots within land so annexed for all intents and purposes shall be deemed to be members of the Villas in accordance with the provisions of this Declaration, but only for the purposes set forth in the Supplemental Declaration provided for below. The Owners

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of the Lots shall be subject to the Villas' rules, regulations and bylaws in the same manner and with the same effect as the original Lot Owners, insofar as those rules, regulations and bylaws apply to the specific purposes for which the additional land was annexed. When additional land is annexed, the Declarant shall file a Supplemental Declaration among the Public Records of Seminole County, Florida, which Supplemental Declaration shall reference this Declaration and shall contain the legal description of the land annexed and shall set forth the purpose for the annexation and such special provisions and restrictions which apply only to the area being annexed. Such Supplemental Declaration may provide for a special assessment to be charged to the Owners of Dwelling Units in the additional lands being annexed which special assessment shall relate only to those particular Limited Common Areas which the Owners of Dwelling Units in the additional land being annexed are entitled to use. Notwithstanding any other provision of this Declaration to the contrary, the Supplemental Declaration adding such annexed lands shall not be required to be executed by any existing Owners, other than Declarant.

Section 5. Right of The Villas to Merge. The Villas retains the right to merge with any other homeowners association provided such homeowners association is for an FHA or VA approved subdivision and provided FHA approves such merger. This right shall be exercised by recording of an Amendment to this Declaration recorded among the Public Records of Seminole County, which Amendment shall set forth a legal description of the property to which this Declaration, as amended, shall apply. The Amendment shall further have attached to it a resolution of the Villas and the homeowners association with which a merger is to take place, and such resolution shall be certified by the Corporate Secretary.

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thereof and shall state:

The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties not covered by Article IX, dedication of Limited Common Area, merger as provided in Section 5 of this Article IX, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, FLORIDA RESIDENTIAL COMMUNITIES, INC., has caused its seal to be hereunto affixed and these presents to be signed by its Vice President, thereunto duly authorized, this 10TH day of JANUARY, 1988.

Signed, sealed and delivered in the presence of:

FLORIDA RESIDENTIAL
COMMUNITIES, INC.

Marianne B. Blate
Greg W. [Signature]

By: Howard B. Lefkowitz
Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 10TH day of JANUARY, 1988, before me personally appeared Howard B. Lefkowitz, Vice President of FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the

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RECORDED & VERIFIED
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-- execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State first above written.

Elizabeth J. Digley
Notary Public
My Commission Expires July 22, 1985



This is Not a Certified Copy

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EXHIBIT "A"

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 20 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED N00°04'38"E, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 20 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN THENCE S00°04'38"W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE RUN S89°20'33"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 1207.08 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE S00°12'30"W, ALONG SAID EAST LINE, A DISTANCE OF 1520.38 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF FOXWOOD PHASE 3, 1ST ADDITION AS RECORDED IN PLAT BOOK 23, PAGE 35, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN N88°46'32"W, ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 132.14 FEET; THENCE S01°13'28"W, A DISTANCE OF 135.73 FEET FOR A POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 27°18'51" AND A RADIUS OF 180.00 FEET; THENCE FROM A TANGENT BEARING OF 92°05'30"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 76.28 FEET TO THE POINT OF TANGENCY; THENCE S58°24'31"E, A DISTANCE OF 120.58 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTLY, HAVING A CENTRAL ANGLE OF 77°25'11" AND A RADIUS OF 25.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 33.78 FEET TO THE POINT OF TANGENCY; THENCE N48°10'30"E, A DISTANCE OF 10.73 FEET; THENCE S 43°48'41"E, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 83°26'08" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF S46°10'18"W, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 11°24'22" AND A RADIUS OF 140.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.87 FEET TO THE POINT OF TANGENCY; THENCE S25°51'27"E, A DISTANCE OF 65.41 FEET; THENCE N44°47'22"E, A DISTANCE OF 155.11 FEET; THENCE S45°12'38"E, A DISTANCE OF 240.63 FEET; THENCE S44°47'22"W, A DISTANCE OF 248.44 FEET; THENCE S45°12'38"E, A DISTANCE OF 46.38 FEET; THENCE S20°38'33"W, A DISTANCE OF 94.80 FEET; THENCE S10°50'21"E, A DISTANCE OF 50.80 FEET; THENCE S40°39'29"W, A DISTANCE OF 58.74 FEET TO THE NORTHERNMOST CORNER OF THE FLORIDA POWER CORPORATION PIEDMONT SUBSTATION SITE; THENCE S44°46'14"W, ALONG THE NORTHWESTERLY LINE OF SAID PIEDMONT SUBSTATION SITE, A DISTANCE OF 634.86 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 436; THENCE N53°43'46"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 42.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 15°28'37" AND A RADIUS OF 1278.11 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 345.62 FEET; THENCE N00°18'44"E, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 868.48 FEET; THENCE S88°46'32"E, A DISTANCE OF 130.00 FEET; THENCE S01°13'28"W, A DISTANCE OF 10.00 FEET; THENCE S88°46'32"E, A DISTANCE OF 149.00 FEET; THENCE N01°13'28"E, A DISTANCE OF 26.98 FEET; THENCE S88°46'32"E, A DISTANCE OF 117.25 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 09°12'20" AND A RADIUS OF 200.00 FEET; THENCE FROM A TANGENT BEARING OF S10°53'20"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 32.15 FEET; THENCE N60°54'21"E, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 17.733 ACRES MORE OR LESS.

LEGIBILITY UNSATISFACTORY
FOR SCANNING

UNIT TWO

THIS IS THE
LEAD IN UNCLASSIFIED
FOR MICROFILMING.

UNIT THREE

OFFICIAL RECORDS
BOOK PAGE

NORTH PARCEL

EXHIBIT "B"

LEGIBILITY UNSATISFACTORY
FOR SCANNING

21w
OFFICIAL RECORDS
BOOK PAGE

1541 0093

SEMINOLE CO. FL.

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ANNEXING CERTAIN REAL PROPERTY INTO
STOCKBRIDGE PLANNED UNIT DEVELOPMENT, STOCKBRIDGE MASTER
HOMEOWNERS' ASSOCIATION, INC., AND VILLAS OF
STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.,
FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT TWO,
SEMINOLE COUNTY, FLORIDA

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ANNEXING CERTAIN REAL PROPERTY INTO STOCKBRIDGE
PLANNED UNIT DEVELOPMENT, STOCKBRIDGE MASTER HOMEOWNERS'
ASSOCIATION, INC. AND VILLAS OF STOCKBRIDGE HOMEOWNERS'
ASSOCIATION, INC., FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT,
UNIT TWO, SEMINOLE COUNTY, FLORIDA (hereinafter referred to
as the "Declaration"), made on the date hereinafter set forth
by FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida
corporation, with the principal mailing address of 101 Wymore
Road, Suite 400, Altamonte Springs, Seminole County, Florida
32750 (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant has developed certain real property
(hereinafter referred to as the "Property"), located in
Seminole County, Florida, which is more particularly described
on Exhibit "A" attached hereto, into the initial phase of the
planned unit development known as Stockbridge Planned Unit
Development; and

WHEREAS, Declarant established certain covenants and
restrictions on the Property by virtue of that certain Master
Declaration of Covenants, Conditions and Restrictions for
Stockbridge Planned Unit Development, Seminole County, Florida
(hereinafter referred to as the "Master Declaration") dated
December 29, 1983 and recorded on January 3, 1984 in Official
Records Book 1514, Page 1843, Public Records of Seminole
County, Florida; and

WHEREAS, Declarant established certain other covenants and
restrictions on the Property by virtue of that certain First
Supplemental Declaration of Covenants, Conditions and
Restrictions for Stockbridge Planned Unit Development, Unit

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LEGIBILITY UNSATISFACTORY
FOR SCANNING

One, Seminole County, Florida (hereinafter referred to as the "Unit One Declaration"), dated January 10, 1984 and recorded on January 13, 1984 in Official Records Book 1517, Page 0256, Public Records of Seminole County, Florida; and

WHEREAS, Article IX, Section 4(b) of the Master Declaration and Article IX, Section 4(b) of the Unit One Declaration provide that land within the area described on Exhibit "A" attached to the Master Declaration and land described on Exhibit "B" attached to Unit One Declaration, respectively, may be annexed by the Declarant without consent of the members of Stockbridge Master Homeowners' Association, Inc. or the members of Villas of Stockbridge Homeowners' Association, Inc. so long as Declarant is a Class B Member thereof, and provided the Federal Housing Administration and the Veteran's Administration consent to such annexation; and

WHEREAS, Article IX, Section 4(b) of the Master Declaration and Article IX, Section 4(b) of the Unit One Declaration both provide that when additional land is annexed, Declarant shall file a Supplemental Declaration among the Public Records of Seminole County, Florida, which Supplemental Declaration shall reference the Master Declaration and the Unit One Declaration, and which need not be executed by any existing Owners (as that term is defined in the Master Declaration) other than Declarant; and

WHEREAS, Declarant is the sole record owner in fee simple of certain real property (hereinafter referred to as the "Annexed Property") located in Seminole County, Florida, which is more particularly described on Exhibit "A" attached hereto, and which land is within the area described on Exhibit "B" attached to the Master Declaration and Exhibit "B" attached to the Unit One Declaration; and

WHEREAS, Declarant intends to develop the Annexed Property into an additional Unit of Stockbridge Planned Unit Development, and subject the Annexed Property to the terms and

provisions of the Master Declaration and the Unit One Declaration; and

WHEREAS, Declarant is a Class B Member of both the Stockbridge Master Homeowners' Association, Inc. and the Villas of Stockbridge Homeowners' Association, Inc.

Now THEREFORE, Declarant declares as follows:

A. That the Annexed Property shall be and become an additional Unit of Stockbridge Planned Unit Development and Unit One thereof and shall be referred to as "Stockbridge Planned Unit Development, Unit Two, Seminole County, Florida."

B. That the Annexed Property and all owners thereof shall be subject to the terms of the Master Declaration and the Unit One Declaration.

C. That the Owners of any Lots (as those terms are defined in the Master Declaration) in the Annexed Property shall, for all intents and purposes, be deemed to be members of the Stockbridge Master Homeowners' Association, Inc. in accordance with the terms and provisions of the Master Declaration, and members of the Villas of Stockbridge Homeowners' Association, Inc., in accordance with the terms and provisions of the Unit One Declaration.

D. That in accordance with the terms and provisions of the Master Declaration and the Unit One Declaration, Declarant shall record among the Public Records of Seminole County, Florida, a Supplemental Declaration for the Annexed Property, which shall reference this Declaration and shall set forth such special provisions and restrictions which apply only to the Annexed Property, and which may set forth any other matters not disallowed by the Master Declaration or the Unit One Declaration.

IN WITNESS WHEREOF, FLORIDA RESIDENTIAL COMMUNITIES, INC. has caused its seal to be hereunto affixed and these presents

LEGIBILITY UNSATISFACTORY
FOR SCANNING

1541 0096

SEMINOLE CO. FL.

to be signed by its Vice President, thereunto duly authorized,

this 17th day of April, 1984.

Signed, sealed and delivered
in the presence of:

Walter H. Hines
Norman L. Langwin

FLORIDA RESIDENTIAL
COMMUNITIES, INC.

By:

Howard B. Lefkowitz
Vice-President

(Corporate Seal)

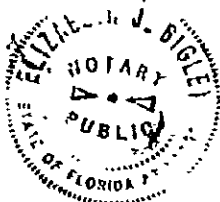
STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 17th day of April, 1984, before me personally appeared Howard B. Lefkowitz, Vice-President of FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State first above written.

Elizabeth J. Bigley
Notary Public
My Commission Expires:

July 22, 1988



Certified copy

LEGIBILITY UNSATISFACTORY
FOR SCANNING

EXHIBIT "B"

1541 0097

SEMINOLE CO. FL.

STOCKBRIDGE UNIT TWO

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED N00 04'38"E, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATES AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, FROM SAID POINT OF REFERENCE RUN THENCE S00 04'38"W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE RUN S89 20'33"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 1207.08 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7, THENCE S00 12'13"W, ALONG SAID EAST LINE, A DISTANCE OF 1199.32 FEET FOR A POINT OF BEGINNING, THENCE CONTINUE S00 12'13"W, ALONG SAID EAST LINE, A DISTANCE OF 121.04 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF FOXWOOD PHASE 3, 1ST ADDITION AS RECORDED IN PLAT BOOK 23, PAGE 35, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S88 46'32"E, ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION, A DISTANCE OF 1239.60 FEET; THENCE S00 29'34"W, A DISTANCE OF 71.12 FEET TO A POINT ON THE NORTHWESTERLY LINE OF A 100.00 FOOT FLORIDA POWER CORPORATION EASEMENT, AS RECORDED IN DEED BOOK 70, PAGES 458 - 459, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE RUN S44 47'22"W, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 1259.14 FEET TO A POINT SITUATED 120.00 FEET NORTHEASTERLY BY RIGHT ANGLE MEASUREMENT FROM THE NORTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN O.R. BOOK 813, PAGES 227 - 229, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF FLORIDA POWER CORPORATION PIEDMONT SUBSTATION AS RECORDED IN O.R. BOOK 1453, PAGES 253-254, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE N45 13'46"W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 214.34 FEET TO A POINT ON THE BOUNDARY OF STOCKBRIDGE UNIT ONE, AS RECORDED IN PLAT BOOK 26, PAGES 79-80, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE RUN ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID STOCKBRIDGE UNIT ONE FOR THE FOLLOWING COURSES AND DISTANCES, THENCE N40 39'29"E, A DISTANCE OF 58.74 FEET; THENCE N40 50'21"W, A DISTANCE OF 50.00 FEET, THENCE N20 38'33"E, A DISTANCE OF 34.00 FEET, THENCE N45 12'38"W, A DISTANCE OF 46.38 FEET, THENCE N44 47'22"E, A DISTANCE OF 248.44 FEET; THENCE N45 12'38"W, A DISTANCE OF 240.63 FEET, THENCE S44 47'22"W, A DISTANCE OF 155.11 FEET, THENCE N25 51'27"W, A DISTANCE OF 65.41 FEET TO THE POINT OF CURVATURE OF A CURVE, LONGCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 11 24'22" AND A RADIUS OF 140.00 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, LONGCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 83 26'08" AND A RADIUS OF 25.00 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.41 FEET, THENCE N43 49'41"W, A DISTANCE OF 40.00 FEET, THENCE S46 10'19"W, A DISTANCE OF 30.73 FEET TO THE POINT OF CURVATURE OF A CURVE, LONGCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF 77 25'11" AND A RADIUS OF 25.00 FEET; THENCE RUN WESTERLY ALONG SAID CURVE, A DISTANCE OF 32.78 FEET TO THE POINT OF TANGENCY, THENCE N56 24'31"W, A DISTANCE OF 120.58 FEET TO THE POINT OF CURVATURE OF A CURVE, LONGCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 27 18'51" AND A RADIUS OF 150.00 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 76.28 FEET, THENCE S60 54'21"W, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE, LONGCAVE NORTHEASTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE CONTINUING ALONG SAID BOUNDARY AND DEPARTING FROM SAID BOUNDARY, FROM A TANGENT BEARING OF N29 05'39"W, THROUGH A CENTRAL ANGLE OF 29 17'52", RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.27 FEET TO THE POINT OF TANGENCY, THENCE N00 12'13"E, A DISTANCE OF 176.10 FEET, THENCE S89 47'47"E, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING CONTAINING 15.566 ACRES MORE OR LESS.

LEGIBILITY UNSATISFACTORY
FOR SCANNING

RECORDED & VERIFIED
APR 21 2 50 PM '84
CLERK OF SEMINOLE COUNTY
FLORIDA

110240

RECEIVED

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DAVID N. BERRIEN
Clerk of Courts Seminole Co. FL
By: [Signature]

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS ANNEXING STOCKBRIDGE UNIT THREE
INTO STOCKBRIDGE PLANNED UNIT DEVELOPMENT,
STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.,
AND VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.

1791 1053
SEMINOLE CO. FL.
OFFICIAL RECORDS
BOOK PAGE

THIS SUPPLEMENTAL DECLARATION, made and executed this
18th day of November, 1986, by STOCKBRIDGE, LTD.,
A Florida Limited Partnership (hereinafter referred to as
"Declarant"), as successor in interest to FLORIDA RESIDENTIAL
COMMUNITIES, INC., a Florida Corporation (hereinafter referred
to as "FRC"), whose principal mailing address is 101 Wymore Road,
Suite 400, Altamonte Springs, Florida 32714;

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee simple of certain
real property located in Seminole County, Florida, more particularly
described as follows, to-wit:

STOCKBRIDGE UNIT THREE, according to the Plat
thereof recorded in Plat Book 35, Pages 96+97
of the Public Records of Seminole County, Florida.

(hereinafter referred to as "Stockbridge Unit Three"); and

WHEREAS, FRC executed that certain Master Declaration of
Covenants, Conditions and Restrictions for Stockbridge Planned
Unit Development, Seminole County, Florida dated December 29,
1983 and recorded on January 4, 1984 in Official Records Book
1514, Page 1843 of the Public Records of Seminole County, Florida
(Hereinafter referred to as the "Master Declaration"), encumbering
certain real property more particularly described therein; and

WHEREAS, Frc also executed that certain First Supplemental
Declaration of Covenants, Conditions and Restrictions for Villas
of Stockbridge, Stockbridge Planned Unit Development, Unit One,
Seminole County, Florida dated January 10, 1984 and recorded on
January 13, 1984, in Official Records Book 1517, Page 0256 of the
Public Records of Seminole County, Florida (hereinafter referred
to as the "Villas of Stockbridge Declaration"), encumbering certain
real property which has been platted of record and is now more
particularly described as follows, to-wit:

Prepared By: E. Lyter, FRC, Inc.
101 Wymore Rd., Suite 400,
Alt. Spgs., FL 32714

346886

1986 NOV 20 PM 2:02

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

RECORDED & VERIFIED

Please return to: E. Souder
Florida Residential Communities, Inc.
101 Wymore Rd., Suite 400
Altamonte Springs, FL 32714

STOCKBRIDGE UNIT ONE, according to the Plat thereof as recorded in Plat Book 28, Page 79 of the Public Records of Seminole County, Florida

(hereinafter referred to as "Villas of Stockbridge Unit One"), and

WHEREAS, Article IX, Section 4(b) of the Master Declaration and Article IX, Section 4(b) of the Villas of Stockbridge Declaration provide that additional real property within the area described on Exhibit "B" attached to the Master Declaration and Exhibit "B" attached to the Villas of Stockbridge Declaration, respectively, may be annexed by FRC, or its successors and assigns, without the consent of the members of Stockbridge Master Homeowners' Association, Inc. or the members of Villas of Stockbridge Homeowners Association, Inc., so long as FRC, or its successors and assigns is a Class B member thereof; and

WHEREAS, the Master Declaration and the Villas of Stockbridge Declaration both provide that when such additional real property is annexed, FRC, or its successors and assigns, shall record a Supplemental Declaration among the Public Records of Seminole County, Florida to that effect, which Supplemental Declaration need not be executed by any existing Owners, as defined in the Master Declaration, other than FRC or its successors and assigns; and

WHEREAS, Declarant is the successor in interest to FRC and is the sole record owner in fee simple of Stockbridge Unit Three, which is within the area described on Exhibit "B" attached to the Master Declaration and Exhibit "B" attached to the Villas of Stockbridge Declaration; and

WHEREAS, FRC and Declarant are Class B Members of Stockbridge Master Homeowners' Association, Inc. and Villas of Stockbridge Homeowners' Association, Inc.; and

WHEREAS, Declarant desires by the execution hereof to develop Stockbridge Unit Three as an additional unit of Stockbridge Planned Unit Development and subject Stockbridge Unit Three to the terms and provisions of the Master Declaration and the Villas of Stockbridge Declaration;

SEMINOLE CO. FL.

1791 1054

LEGAL RECORDS
BOOK PAGE

NOW, THEREFORE, for and in consideration of the premises hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby states and declares as follows:

1. That Stockbridge Unit Three shall be and is hereby made an additional unit of Stockbridge Planned Unit Development.
2. That Stockbridge Unit Three and all owners and future owners thereof shall be subject to the terms and provisions of the Master Declaration and the Villas of Stockbridge Declaration.
3. That the Owners of any Lots, as those terms are defined in the Master Declaration, in Stockbridge Unit Three shall be deemed to be members of Stockbridge Master Homeowners' Association, Inc. in accordance with the terms and provisions of the Master Declaration, and members of Villas of Stockbridge Homeowners' Association, Inc. in accordance with the terms and provisions of the Villas of Stockbridge Declaration.
4. That Tract B located within Stockbridge Unit Three, together with all improvements thereon, shall be and is hereby made a part of the Limited Common Areas, as defined in the Master Declaration, for the common use and enjoyment of the Owners of Lots in Stockbridge Unit One, Stockbridge Unit Two, Stockbridge Unit Three, and any additional real property which may be encumbered by the Villas of Stockbridge Declaration.
5. That Tract A located within Stockbridge Unit Three, and all improvements thereon, shall be and is hereby made a part of the Common Areas, as defined in the Master Declaration, for the common use and enjoyment of the Owners of Lots encumbered by the Master Declaration.
6. That the Declarant, by its execution hereof, hereby declares and creates a five foot wide perpetual easement for ingress, egress and maintenance along that side lot line of each lot encumbered

1791 1055
SEMI-ANNUAL CO. FL.
BOOK PAGE

hereby (the "Burdened Lot") which is contiguous to any adjoining lot (the "Benefited Lot") on which a dwelling unit is constructed which has an exterior wall located on or within five feet of the lot line between the Burdened Lot and the Benefited Lot, such easement being established for the purpose of ingress and egress to, and maintenance of, the exterior of the dwelling unit located on the Benefited Lot.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

STOCKBRIDGE, LTD.,
a Florida limited partnership

Elizabeth A. Tinsell

Adrian S. Sauter

By: Florida Residential
Communities, Inc., a Florida
corporation, as its general
partner

By: Burton A. Bines
President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 18th day of November, 1986, by Burton A. Bines, President of FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, as general partner of STOCKBRIDGE, LTD., a Florida limited partnership, on behalf of the limited partnership.

Adrian S. Sauter
Notary Public
My Commission Expires

NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION EXPIRES

6-150

**CERTIFICATE OF APPROVAL OF
AMENDMENTS TO MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
STOCKBRIDGE PLANNED UNIT DEVELOPMENT, SEMINOLE COUNTY, FLORIDA**

The undersigned authorities hereby certify that the Association unit owner members and Board of Directors have duly adopted the attached Amendments to the Master Declaration of Covenants, Conditions and Restrictions of STOCKBRIDGE PLANNED UNIT DEVELOPMENT, SEMINOLE COUNTY, FLORIDA, which were duly adopted at a special meeting of the Stockbridge Master Homeowners' Association, Inc., held January 14, 1992, at which a quorum was present and at which the attached Amendments were approved by the affirmative vote of two-thirds of the total vote of each class of members, pursuant to Article IX, Sections 4 and 5 of the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida, recorded in the Public Records of Seminole County at O.R. Book 1514, Page 1843, as being incident to an annexation and merger of property.

WITNESS our hands and seals this 20th day of March, 1992.

Attest:

STOCKBRIDGE MASTER HOMEOWNERS'
ASSOCIATION, INC.

Fred Szukala

FRED SZUKALA Secretary
237 HUNT CLUB BLVD., #201
LONGWOOD, FL 32779

STATE OF FLORIDA :

COUNTY OF ORANGE :

By:

Joseph F. Becker

President
Joseph F. BECKER

237 HUNT CLUB BLVD., #201
LONGWOOD, FL 32779

BEFORE ME, the undersigned authority, personally appeared JOSEPH F. BECKER and Fred Szukala to me personally known to be the President and Secretary, respectively, of STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., [or having produced no identification] and did ~~not~~ take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

WITNESS my hand and official Seal in the State and County last aforesaid, this 20th day of March, 1992.

Paul W. Dean
Notary Public, State of Florida at Longwood
Printed Name: Paul W. Dean
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEBRUARY 22, 1994
RECORDED THROUGH GENERAL JUDICIAL

2406 0304
SEMINOLE CO. FL. PAGE

257634

FILED IN: 110352
BOOK OF RECORDS
SEMINOLE COUNTY, FL.

RECORDED & VERIFIED
1992 MAR 26 AM 9:25

LEGIBILITY UNSATISFACTORY
FOR SCANNING

AMENDMENTS TO THE MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STOCKBRIDGE PLANNED UNIT DEVELOPMENT
SEMINOLE COUNTY, FLORIDA

Additional indicated by underlining
Deletions indicated by strike-throughs

OFFICIAL RECORDS
BOOK PAGE
2406 0305
SEMINOLE CO. FL.

ARTICLE I
DEFINITIONS

Section 1. "Master Association" shall mean and refer to Stockbridge Master Wakiya Reserve Homeowners' Association, Inc., a Florida corporation not for profit, as the surviving corporation as a result of a merger, its successors and assigns.

Section 3. "Common Area" shall mean all personal property and real property including the improvements thereon owned by the Master Association for the common use and enjoyment of the "Owners," whether acquired by purchase or conveyance from the Declarant, its successors or assigns, or otherwise. The Common Area is initially identified by tract on the plat of Stockbridge Unit I, as Tracts A, D, E, and G, and is subject to the dedication set forth on said plat. Tract E., as indicated on said Plat, is hereby specifically excluded from and shall not constitute a part of the Common Area. The term "Common Area" shall also include any intangible personal property acquired by the Master Association, if such property is, including but not limited to promissory notes and security interests, designated as such by the Master Association, and may include, but not be limited to, streets, roadways and paths, fences and landscape buffers around the perimeter of the property, drainage and retention areas, buffer areas, entry feature and decor and improvements, and landscaping and any other real or personal property identified by tract as Common Area on the plat of each subsequent phase of the Stockbridge Planned Unit Development, less and except that property conveyed specifically to Villan of Stockbridge Homeowners' Association, Inc. All Common Areas are to be devoted to and intended for the common use and enjoyment of the members of the Master Association, their families, guests, persons occupying "Dwelling Units" on a guest or tenant basis, to the extent designated on recorded plats or authorized by the Board of Directors of the Master Association.

This Document Prepared By:
Paul L. Wean, Esq.
Elizabeth L. Trundle, Esq.
Backer & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, Florida 32751

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ASSIGNMENT OF RIGHTS AND OBLIGATIONS
AND
ASSUMPTION OF DUTIES AND OBLIGATIONS

KNOW THAT STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, of 217 Hunt Club Boulevard, Suite 201, Longwood, Florida 32779, Assignor, in consideration of the sum of Ten Dollars (\$10.00) in hand paid by VILLAS AT STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, of 217 Hunt Club Boulevard, Suite 201, Longwood, Florida 32779 Assignee, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby assign unto the Assignee all of Assignor's right, title, interest, duties and obligations granted in that certain Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development Seminole County, Florida, found at O.R. Book 1514, page 1843, et seq. of the Public Records of Seminole County, Florida over the following described lands:

Lands indicated on the Plat of Stockbridge Unit One, found at Plat Book 28, page 79 et seq. as Tract A, Tract D, Tract F and Tract G; and

Lands indicated on the Plat of Stockbridge Unit Two, found at Plat Book 29, page 86 et seq. as Tract A, Tract D, Tract F and Tract G; and

Lands indicated on the Plat of Stockbridge Unit Three, found at Plat Book 35, page 86 et seq. as Tract A,

All located in Section 7, Township 21S, Range 29E
Seminole County, Florida.

TO HAVE AND TO HOLD the same unto the Assignee, or the Assignee's administrators, legal representatives, heirs, distributees, successors and assigns, on and after the date hereof, for all the rest of the term of said Declaration, and Assignee hereby accepts and assumes all the duties and obligations set forth in said Declaration from Assignor.

RECORDED & VERIFIED
SEMINOLE COUNTY, FL.

RECORDED & VERIFIED

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IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption this 30th day of March, 1992.

STOCKBRIDGE MASTER HOMEOWNERS' ASSOCIATION, INC.

By: Joseph F. Becker

Joseph F. Becker President

237 HUNT CLUB BLVD, #201
LONGWOOD, FL 32779

Attest: Fred Szukala

FRED SZUKALA Secretary

237 HUNT CLUB BLVD, #201, LONGWOOD, FL 32779

STATE OF FLORIDA

COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of March, 1992, by JOSEPH F. BECKER and Fred Szukala, President and Secretary, respectively, of Stockbridge Master Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced as identification, and did (did not) take an oath.

NOTARY PUBLIC

Printed Name Paul L. Wean

My Commission Expires: March 1, 1995

VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.

By: Fred Szukala

FRED SZUKALA President

237 HUNT CLUB BLVD, #201
LONGWOOD, FL 32779

Attest: Joseph F. Becker

Joseph F. Becker Secretary

237 HUNT CLUB BLVD, #201, LONGWOOD, FL 32779

STATE OF FLORIDA

COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of March, 1992, by JOSEPH F. BECKER and Fred Szukala, President and Secretary, respectively, of Villas of Stockbridge Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced as identification and did (did not) take an oath.

NOTARY PUBLIC

Printed Name Paul L. Wean

My Commission Expires: March 1, 1995

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MARCH 1, 1995
BONDED THROUGH GENERAL INS. UNDER

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This Document Prepared By:
Paul L. Wean, Esq.
Elizabeth L. Trundle, Esq.
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, Florida 32751

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CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

RECORDED & VERIFIED

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**CERTIFICATE OF APPROVAL OF
AMENDMENTS TO FIRST SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT I,
SEMINOLE COUNTY, FLORIDA**

The undersigned authorities heraby certify that the Association unit owner members and Board of Directors have duly adopted the attached Amendments to the First Supplemental Declaration of Covenants, Conditions and Restrictions of STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT I, SEMINOLE COUNTY, FLORIDA, which were duly adopted at a special meeting of the Villas of Stockbridge Homeowners' Association, Inc., held January 14, 1992, at which a quorum was present and at which the attached Amendments were approved by the affirmative vote of two-thirds of the total vote of each class of members, pursuant to Article IX, Section 4 of the First Supplemental Declaration of Covenants, Conditions and Restrictions of Stockbridge Planned Unit Development, Unit I, Seminole County, Florida, recorded at O.R. Book 1517, Page 256, of the Public Records of Seminole County, as being incident to an annexation property.

WITNESS our hands and seals this 24 day of March
1992.

Attest:

VILLAS OF STOCKBRIDGE
HOMEOWNERS' ASSOCIATION, INC.

237 Hunt Club
Blvd, #201
Longwood, FL
32779

STATE OF FLORIDA :

COUNTY OF ORANGE :

By: Fred Szukala
FRED SZUKALA President
237 HUNT CLUB BLVD, #201
LONGWOOD, FL 32779

BEFORE ME, the undersigned authority, personally appeared JOSEPH F. BECKER and FRED SZUKALA, to me personally known to be the Secretary and President, respectively, of VILLAS OF STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., [or having produced as identification] and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

WITNESS my hand and official Seal in the State and County last aforesaid, this 24 day of March, 1992.

Notary Public, State of Florida at Longwood
Printed Name: PAUL WEAN
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/93
BONDED THRU GENERAL INS. CO.

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LEGIBILITY UNSATISFACTORY
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AMENDMENT TO FIRST SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT ONE
SEMINOLE COUNTY, FLORIDA

Additions indicated by underlining
Deletions indicated by strike-throughs

ARTICLE I
DEFINITIONS

The definitions contained in the Original Declaration are incorporated herewith by reference. In addition, the following definitions shall be used in the context of this Declaration.

Section 2. "Common Area" shall mean all personal property and real property including the improvements thereon identified by tract on the plat of Stockbridge Unit One as Tracts A, D, F, and G, on the plat of Stockbridge Unit Two as Tracts A, D, F, and G, and on the plat of Stockbridge Unit Three as Tract A.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Villas: (1) annual assessments or charges, and (2) special assessments for capital improvements for Limited Common Areas, and (3) annual assessments or charges and special assessments for capital improvements for Common Areas. such assessments to be established and collected as hereinafter provided. However, the liability for assessments with respect to Lots owned by Declarant shall be: (1) twenty-five percent (25%) of the annual assessment or charges, and (2) twenty-five percent (25%) of the special assessments for capital improvements, provided that the Lot has no Dwelling Unit constructed thereon. So long as Declarant pays such reduced assessment for Lots owned by Declarant, Declarant shall be responsible for any funding deficiency of the Villas as a result thereof for the year in which such reduced assessment is paid. Upon the first occupancy of the previously unoccupied Dwelling Unit owned by Declarant, whether or not ownership of that Lot is retained by Declarant, the full annual and special assessments shall immediately and permanently attach to the Lot from the date of such occupancy. 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 also be the personal

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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.

Section 2. Purpose of Assessments. The assessments levied by the Villas shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Unit, the Property and annexations thereto and for the improvement and maintenance of the Common Area and Limited Common Area.

ARTICLE VII GENERAL RESTRICTIONS

Section 18. Insurance.

(a) The Villas shall keep (i) any buildings in the Common Area and Limited Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof, and (ii) all personal property owned by the Villas insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Villas. Insurance proceeds for improvements in the Common Area and Limited Common Area and any personal property owned by the Villas shall be payable to the Villas. In the event of any loss, damage or destruction, the Villas shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area or Limited Common Area. In the event the cost of such replacement, repair or rebuilding of improvements on the Common Area or Limited Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency of full cost thereof shall be assessed to the Owners.

(b) The Villas shall procure and keep in force public liability insurance in the name of the Villas against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area or Limited Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in indemnity against the claim of one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

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ARTICLE IX
GENERAL PROVISIONS

Section 4. Annexation.

(a) Additional residential property, other property encompassed by the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida, and Limited Common Area, other than that described in subparagraph (b) below, may be annexed to the Unit One Property with the consent of two-thirds (2/3) of each class of members;

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This document prepared by:
Paul L. Waan, Esquire
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive, Suite 145
Maitland, FL 32751

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MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.
RECORDED & VERIFIED

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RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ANNEXING CERTAIN REAL PROPERTY INTO
STOCKBRIDGE PLANNED UNIT DEVELOPMENT, STOCKBRIDGE MASTER
HOMEOWNERS' ASSOCIATION, INC., AND VILLAS OF
STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC.,
FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT TWO,
SEMINOLE COUNTY, FLORIDA

3.00
THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ANNEXING CERTAIN REAL PROPERTY INTO STOCKBRIDGE
PLANNED UNIT DEVELOPMENT, STOCKBRIDGE MASTER HOMEOWNERS'
ASSOCIATION, INC. AND VILLAS OF STOCKBRIDGE HOMEOWNERS'
ASSOCIATION, INC. FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT
TWO, SEMINOLE COUNTY, FLORIDA (hereinafter referred to as the
"Declaration"), made on the date hereinafter set forth by FLORIDA
RESIDENTIAL COMMUNITIES, INC., a Florida corporation, with the
principal mailing address of 101 Wymore Road, Suite 400, Altamonte
Springs, Seminole County, Florida 32750 (hereinafter referred to as
"Declarant").

W I T N E S S E T H:

Becker & Polakoff
WHEREAS, Declarant has developed certain real property
(hereinafter referred to as the "Property"), located in Seminole
County, Florida, which is more particularly described on Exhibit
"A" attached hereto, into the initial phase of the planned unit
development known as Stockbridge Planned Unit Development; and

WHEREAS, Declarant established certain covenants and
restrictions on the Property by virtue of that certain Master
Declaration of Covenants, Conditions and Restrictions for

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Stockbridge Planned Unit Development, Seminole County, Florida
(hereinafter referred to as the "Master Declaration") dated
December 29, 1983 and recorded on January 3, 1984 in Official
Records Book 1514, Page 1843, Public Records of Seminole County,
Florida; and

WHEREAS, Declarant established certain other covenants and
restrictions on the Property by virtue of that certain First
Supplemental Declaration of Covenants, Conditions and Restrictions
for Stockbridge Planned Unit Development, Unit One, Seminole County
Florida (hereinafter referred to as the "Unit One Declaration"),
dated January 10, 1984 and recorded on January 13, 1984 in Official
Records Book 1517, Page 0236, Public Records of Seminole County,
Florida; and

WHEREAS, Article IX, Section 4(b) of the Master Declaration
and Article IX, Section 4(b) of the Unit One Declaration both
provide that when additional land is annexed, Declarant shall file
a Supplemental Declaration among the Public Records of Seminole
County, Florida, which Supplemental Declaration shall reference the
Master Declaration and the Unit One Declaration, and which need not
be executed by any existing owners (as that term is defined in the
Master Declaration) other than Declarant; and

WHEREAS, Declarant is the sole record owner in fee simple of
certain real property (hereinafter referred to as the "Annexed
Property") located in Seminole County, Florida, which is more

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particularly described on Exhibit "B" attached hereto, and which land is within the area described on Exhibit "B" attached to the Master Declaration and Exhibit "B" attached to the Unit One Declaration; and

WHEREAS, Declarant intends to develop the Annexed Property into an additional Unit of Stockbridge Planned Unit Development, and subject the Annexed Property to the terms and provisions of the Master Declaration and the Unit One Declaration; and

WHEREAS, Declarant is a Class B Member of both the Stockbridge Master Homeowners' Association, Inc. and the Villas of Stockbridge Homeowners' Association, Inc.

NOW THEREFORE, Declarant declares as follows:

A. That the Annexed Property shall be and become an additional unit of Stockbridge Planned Unit Development and Unit One thereof and shall be referred to as "Stockbridge Planned Unit Development Unit Two, Seminole County, Florida.

B. That the Annexed Property and all owners thereof shall be subject to the terms of the Master Declaration and the Unit One Declaration.

C. That the Owners of any Lots (as those terms are defined in the Master Declaration) in the Annexed Property shall, for all intents and purposes, be deemed to be members of the Stockbridge Master Homeowners' Association, Inc. in accordance with the terms and provisions of the Villas of Stockbridge Homeowners'

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Association, Inc., in accordance with the terms and provisions of the Unit One Declaration.

That in accordance with the terms and provisions of Master Declaration and the Unit One Declaration, Declarant shall record among the Public Records of Seminole County, Florida, a Supplemental Declaration for the annexed Property, which shall reference this Declaration and shall set forth such special provisions and restrictions which apply only to the Annexed Property, and which may set forth any other matters not disallowed by the Master Declaration of the Unit One Declaration.

IN WITNESS WHEREOF, VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC. has caused its seal to be hereunto affixed and these presents to be signed by its President and Secretary, thereunto duly authorized, this 9th day of November, 1994.

Signed, sealed and delivered in the presence of:

DAN DURCHER
Print

Print

VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC.

Print: David L. Webb President
516 HARVARD PLACE, APOPKA
Address

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Print Dan Durocher
Print _____
Print _____

ATTEST:

By: Raymond A Miller
Print RAYMOND A MILLER
Secretary
307 WILMOUTH CT
Address

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF Seminole

BEFORE ME, the undersigned authority, personally appeared ROBIN WEBB and RAYMOND MILLER to me personally known to be the President and Secretary, respectively, of VILLAS OF BROCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., or having produced _____ as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 9th day of November, 1994.

Norma R. DeNeau
Notary Public, State of Florida at Large.
Printed Name: _____
My commission expires: _____

NORMA R. DE NEAU
Notary Public, State of Florida
My comm. expires July 5, 1995
Comm No CC 11725

This Instrument Prepared By:
PAUL L. WEAN, ESQUIRE
Decker & Poliakoff, P.A.
Suite 145, 901 N. Lake Destiny Drive
Maitland, FL 32751

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MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.
RECORDED & VERIFIED

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VILLAS OF STOCKBRIDGE

RESTATEMENT SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT,
UNITS ONE AND TWO, SEMINOLE COUNTY, FLORIDA

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THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNITS ONE AND TWO, SEMINOLE COUNTY, FLORIDA, for the Villas of Stockbridge (hereinafter referred to as the "Declaration"), made on the date hereinafter set forth restates the covenants, conditions and restrictions contained in a First Supplemental Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Unit One, Seminole County, as recorded with the Public records of Seminole County at O.R. Book 1517, Page 0256 (as amended from time to time), and a Supplemental Declaration of Covenants, Conditions and Restrictions Annexing Certain Real Property into Stockbridge Planned Unit Development, Stockbridge Master Homeowners' Association, Inc., for Stockbridge Planned Unit Development, Unit Two, Seminole County, Florida, as recorded with the Public Records of Seminole County at O.R. Book 1541, Page 0093, and a Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida, as recorded with the Seminole County Public Records at O.R. Book 1514, Page 1843 (as later modified by an Assignment of Rights and Assumption of Duties and Obligations, recorded at O.R. Book 2406, Page 0306), all as originally prepared by FLORIDA RESIDENTIAL

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COMMUNITIES (hereinafter referred to as "Declarant"). This document consolidates all of the covenants, conditions and restrictions binding the properties referred to in the foregoing documents and incorporates all existing amendments thereto for ease of reference.

WITNESSETH:

WHEREAS Declarant is the sole record owner in fee simple of certain real property (hereinafter referred to as the "Phase One Property") located in Seminole County, Florida, which is more particularly described on Exhibit "A" attached hereto; and

WHEREAS, the Declarant desires to develop the Phase One Property as a phase of the Planned Unit Development known as the Stockbridge Planned Unit Development and intends to develop additional parcels or sections of the Stockbridge Planned Unit Development which shall become part of the Phase One Property by virtue of the Supplemental Declaration as more specifically set forth hereafter; and

WHEREAS, Declarant has previously caused to be recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida (hereinafter referred to as the "Original Declaration"), recorded January 4, 1981, in Official Records Book 1514, Page 1843, Public Records of Seminole County, Florida; and

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WHEREAS, Declarant has incorporated the Phase One Property into the Stockbridge Planned Unit Development as set forth in Article IX, Section 4(b) of the Original Declaration which provides for the preservation of the values and amenities of the Phase One Property, and for the maintenance of recreation areas, open space, green belt areas, recreational amenities, roadways and parking areas and other common facilities as may be specifically designated on the plat of Stockbridge Planned Unit Development, Phase One, and to this end, has heretofore subjected the Phase One Property to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration and does hereby subject the Phase One Property to those covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Phase One Property and each subsequent owner of all or part thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in Stockbridge Planned Unit Development, Phase One, to create a homeowners' association to which should be delegated and assigned the powers of maintaining and administering the Limited Common Area properties and facilities (as hereinafter defined) within Stockbridge Planned Unit Development, Phase One; administering and enforcing these covenants and restrictions; and collecting and disbursing the assessments and charges hereinafter created; and

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WHEREAS, Declarant has incorporated under the laws of the State of Florida, a Subassociation as defined in the Original Declaration, which Subassociation is known as the VILLAS STOCKBRIDGE HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation (hereinafter referred to as the "Villas"), for the purpose exercising the functions aforesaid; and

WHEREAS, in addition to being members of the Villas, homeowners in STOCKBRIDGE PLANNED UNIT DEVELOPMENT, UNIT ONE, are also members of the Master Association as defined in the Original Declaration;

NOW THEREFORE, Declarant declares that all of the Unit One Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Original Declaration and the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Unit One Property and be binding on all parties having any right, title or interest in the Unit One Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The definitions contained in the Original Declaration are incorporated herein by reference. In addition, the following

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definitions shall be used in the context of this Declaration.

Section 1. "Limited Common Area" shall mean all personal property and real property including the improvements thereon owned by the Villas for the common use and enjoyment of the Owners of Lots in the Unit One Property, whether acquired by the Villas purchase or conveyed to the Villas by the Declarant or otherwise acquired. The Limited Common Area is identified by tract on the plat of the Stockbridge Planned Unit Development, Unit One, as Tracts B and C, and is subject to the dedication set forth on said plat. The term "Limited Common Area" shall also include any intangible personal property acquired by the Villas, including but not limited to promissory notes and security instruments, if such property is designated as such by the Villas. All Limited Common Areas are to be devoted to and intended for the common use and enjoyment of the members of the Villas, their families, guests, persons occupying Dwelling Units on a guest or tenant basis, and to the extent designated on recorded plats or authorized by the Board of Directors of the Villas.

Section 2. "Common Area" shall mean all personal property and real property including the improvements thereon identified by tract on the plat of Stockbridge Unit One as Tracts A, D, F, and G, on the plat of Stockbridge Unit Two as Tracts A, D, F, and G, and on the plat of Stockbridge Unit Three as Tract A.

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ARTICLE XX

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Limited Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Villas to charge reasonable admission and other fees for the use of any recreational facility situated upon the Limited Common Area;

(b) The right of the Villas to suspend the voting rights and right to use of the recreational amenities 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.

(c) The right of the Villas to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Villas. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members of the Villas has been recorded.

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Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Limited Common Area and facilities to the members of his family, tenants, or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Villas. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Villas shall have two classes of voting Membership:

Class A. Class A Members 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 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:

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(a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) On December 31, 1990.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for Membership under Article XII, Section 1.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Villas: (1) annual assessments or charges, and (2) special assessments for capital improvements for Limited Common Areas, and (3) annual assessments or charges and special assessments for capital improvements for Common Areas, such assessments to be established and collected as hereinafter provided. However, the liability for assessments with respect to Lots owned by Declarant shall be: (1) twenty-five percent (25%) of the annual assessment or charges, and (2) twenty-five percent (25%) of the special assessments for capital improvements, provided that the Lot has no Dwelling Unit

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constructed thereon. So long as Declarant pays such reduced assessment for Lots owned by Declarant, Declarant shall be responsible for any funding deficiency of the Villas as a result thereof for the year in which such reduced assessment is paid. Upon the first occupancy of the previously unoccupied Dwelling Unit owned by Declarant, the full annual and special assessments shall immediately and permanently attach to the Lot from the date of such occupancy. 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 also 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.

Section 2. Purpose of Assessments. The assessments levied by the Villas shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Unit One Property and annexations thereto and for the improvement and maintenance of the Common Area and Limited Common Area.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to

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an Owner, the maximum annual assessment shall be ONE HUNDRED FIFTY-ONE AND 80/100 DOLLARS (\$151.80) per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Villas may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Villas may levy, in any assessment year, a special assessment applicable to that year only for the purpose of repaying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Limited Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the

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votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under

Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 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 or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 1, above and may be collected on a monthly, quarterly, semi-annual or annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Limited Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against such Lot at least thirty (30) days in advance of each annual assessment period, which period shall begin on January 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. An invoice from the

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Villas shall constitute satisfactory written notice. The due dates shall be established by the Board of Directors of the Villas. The Villas shall, upon demand, and for a reasonable charge, furnish certificate signed by an officer of the Villas setting forth whether the assessments on a specified Lot have been paid. properly executed Certificate of the Villas as to the status of assessments on a Lot is binding upon the Villas as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Villas. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Villas may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Limited Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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 became due prior to such sale or transfer. No sale

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or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

VILLAS ARCHITECTURAL CONTROL

Section 1. Review by Villas Architectural Review Committee.

No building, fence, wall, pool, landscaping or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made unless it is in compliance with the zoning code of Seminole County, Florida and other applicable regulations and unless and 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 external design and location in relation to surrounding structures and topography by the Villas Architectural Review Committee (Villas ARC).

Section 2. Procedure for Review. Any Owner needing the approval of the Villas ARC shall deliver an application or request for action to the Villas ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with a floor plan, elevation plan, landscaping plan, site clearing plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the Villas ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by

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a written instrument, and served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations for changes to gain approval. In the event the Villas ARC takes no action on the application or request within the thirty (30) day period, then the application or request shall be deemed to be accepted.

Section 3. Composition of Villas Architectural Review Committee. The Villas shall have at least three (3) members who shall initially be appointed by the Declarant. The members appointed to the Villas ARC do not need to be Owners. So long as the Declarant maintains a controlling vote of the membership of the Association under the terms of Article II of this Declaration, the Declarant shall be entitled to appoint all members of the Villas ARC and any successor members; provided, however, the Declarant shall at any time have the right to waive its right to appoint the members of the Villas ARC. The members of the Villas ARC shall be appointed for staggered three (3) year terms, provided, however, the initial members of the Villas ARC appointed by the Declarant shall serve so long as Declarant has the right to appoint all members of the Villas ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the Villas ARC, the Declarant shall promptly appoint a successor member of the Villas ARC who shall serve at the pleasure of the Declarant.

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After the end of the term during which the Declarant may appoint all the members of the Villas ARC, a majority of the Owners of Lots on the Property shall have the right to appoint the members of the Villas ARC. The Owners shall so appoint the members of the Villas ARC by ballot after ten (10) days' written notice given by the existing Villas ARC that the Owners have the right to appoint members. Failure by any Owner to vote on membership of the Villas ARC shall not in any way affect the validity of the appointment of a member of the Villas ARC. The first Villas ARC appointed by the Owners shall have three (3) members, one with a term of one (1) year, one with a term of two (2) years and one with a term of three (3) years. Each year thereafter the Villas ARC shall provide a ten (10) day written notice to the Owner of Lots on the Property of the need to elect a new Villas ARC member upon expiration of the term of a then existing Villas ARC member. No meeting shall be required for the initial appointment of members to the Villas ARC by the Owners or for any subsequent election and the person receiving the largest number of votes shall be elected to serve for a three (3) year term. The written notice from the Villas ARC to the Owner shall include a ballot and shall set forth a deadline for voting no sooner than fifteen (15) days from the date the notice is mailed to the Owners. There shall be only one (1) vote per Lot cast, regardless of the number of Owners of a particular Lot, and the Owners of a Lot shall designate among themselves who shall cast

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their vote. Failure to so select, or the casting of more than one (1) vote in a particular election for any given Lot, shall eliminate the right of the Owner of a given Lot to vote in that election. All votes cast by Owners shall be kept for a minimum of three (3) years and shall be available for inspection upon demand made by any Owner.

Section 4. Master Association ARC. All Lots in the Property shall comply with the rules of the Architectural Review Committee of the Master Association (hereinafter referred to as the "ARC") in accordance with the Original Declaration.

ARTICLE VI

EASEMENT RESERVED TO DECLARANT

Section 1. Easement over Limited Common Area. For so long as Declarant is the owner of a Lot in the Unit One Property, the Declarant hereby reserves unto itself the right to grant an easement in perpetuity over, upon, under and across all Limited Common Areas shown on the recorded subdivision plat of the Unit One Property together with the right to grant easements to others and such easement shall include, but shall not be limited to, the right to use the said Limited Common Area to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and

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retention and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to provide for drainage and retention and maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 2. Easement over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to reserve an easement to itself or grant an easement to any other entity over each Lot owned by Declarant for purposes of ingress and egress, to include driveways common to two or more Lots, drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided, however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utility company providing the utilities served by that utility easement.

Section 3. Common Driveway Easements. There shall hereby be created common driveway easements over and across any Lot to serve an adjoining Lot where, in the course of development of the two (2)

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or more adjoining Lots, it is necessary for access to one or both of the Lots that there be provided a driveway common to both Lots, all as more particularly set forth in Section 13 of Article hereafter.

Section 4. Establishment of Easements. All easement, as provided for in this Article, shall be established by one or more of the following methods, to wit:

- (a) By a specific designation of an easement on the recorded plat of the Unit One Property;
- (b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;
- (c) By a separate instrument referencing this Article VI, said instrument to be subsequently recorded by the Declarant;
- (d) By virtue of the reservation of rights set forth in Section 2 of this Article VI.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots in the Unit One Property, except as modified by the Supplemental Declarations for each subsequent phase of the Stockbridge Planned Unit Development.

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Section 2. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office of any portion of any Lot or Dwelling Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than the Dwelling Units designated for residential use and private garages. The foregoing shall not prohibit the Declarant from using Dwelling Units as models or offices.

Section 3. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, boat, barn or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the Villas ARC and the ARC for the Master Association for use during construction only; provided, however, that this prohibition shall not apply to shelters used by the contractor or Declarant during the construction of any Dwelling Unit.

Section 4. Parking Restrictions. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper or other similar vehicle shall be parked on the street, including right-of-way thereof, overnight or for a continuous period of time in excess of ten (10) consecutive hours.

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Section 5. Storage Restrictions. No automobile, truck, house trailer, mobile home, camper, boat, boat and trailer or trailer or other similar vehicle along shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot except in a closed garage attached to a Dwelling Unit.

Section 6. Livestock and Animal Restrictions. No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot or in any Dwelling Unit; provided, however, that dogs, cats or other common domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of Owner's Lot except on a leash. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

Section 7. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be

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or may become an annoyance or private or public nuisance. No Lot driveway, Common Area or Limited Common Area shall be used for the purpose of vehicle repair or maintenance.

Section 8. Restrictions on Walls, Fences or Hedges. No wall, fence or hedge over six (6) feet tall as measured from existing ground level shall be erected, placed, altered, maintained or permitted to remain on any Lot unless and until the height, type or location thereof have been approved by the ARC of the Master Association in accordance with the Original Declaration and the Villas ARC.

Section 9. Sewerage Restrictions. No septic tank, drain field, mobile home storage tank or other similar container shall be permitted to exist on any Lot, except, however, that a "gray water" system may be used if approved by appropriate governmental agencies.

Section 10. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Villas shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Villas detracts from the overall beauty, setting and safety of the Unit One Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but

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shall be deemed a license coupled with an interest. The Villas and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Villas to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Villas in exercising its rights under this Section shall constitute a special assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any assessment or special assessment.

Section 11. Signs. No commercial signs, or other signs, shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the Villas or except as may be required by legal proceedings, it being understood that the Villas will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed four (4) square feet. If permission is granted for any other signage, the Villas shall have the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected

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without the written permission of the Villas. These restrictions shall not apply to restrict the Declarant or its agents from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit.

Section 12. Exterior Maintenance. The Villas shall have the right, but not the duty, to provide all exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance for any areas not walled or fenced in for use as a patio in order to maintain the integrity and well being, reputation and aesthetic value of the Subdivision Community. The Villas may exercise this right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Dwelling Unit to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Villas in performing repairs or maintenance under this Section shall be paid for by the Owner and if the Owner fails to pay, then the Villas shall have the right to impose a special assessment against said Owner and said Owner's Lot or Dwelling Unit to pay for the cost of repairs and replacements. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Villas. The Villas shall have the right to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing

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repairs and maintenance as provided in this Section, and any such entry by the Villas or its agent shall not be deemed a trespass.

Section 13. Party Walls and Common Driveways. All common or party walls and common driveways shall be maintained by the Owner of those Dwelling Units adjoining a party wall or served by the common driveway subject to the right, but not the obligation, of the Villas to maintain the same as hereinafter set forth. If an Owner, or his agents, guests, invitees or others whose presence is authorized by an Owner including an Owner's tenant damages a party or common wall or common driveway, or causes damage to the person or property of an adjoining Owner or tenant as a result of damage to a party or common wall or common driveway arising from the negligence or intentional acts of said Owner or tenant, then said Owner shall be liable and responsible for the damages to the party wall or common driveway and for the damages to the person or property of the adjoining Owner or tenant in repairing the party wall or common driveway and in the collection of all costs and damages, including reasonable attorney's fees. Further, where two (2) Dwelling Units are connected by a party wall, it will be the responsibility of each Owner of such Dwelling Units to maintain property insurance on his Dwelling Unit in sufficient amounts of coverage to guarantee the replacement or repair of the entire Dwelling Unit and the entire party wall, in the event of total damage or loss of the Dwelling Unit or party wall. Each Owner of

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a Dwelling Unit adjoining a party wall shall furnish proof of their paid property insurance to the Villas annually. The Villas shall not have the duty to determine whether any Owner has provided proof, or to determine the sufficiency of such proof, and shall be liable for failing to make these determinations.

All costs of reconstructing a party wall or common driveway in the event such party wall or common driveway is destroyed or damaged not as the result of the negligence or intentional acts of either adjoining Owner or their tenants, shall be borne equally by the Owners of the Dwelling Units adjoining such party wall or served by such common driveway. In the event one Owner bears the entire expense for reconstruction of a party wall or common driveway under this section, then in such event the Owner of the adjoining Dwelling Unit shall pay to the Owner who reconstructed the party wall or common driveway one-half (1/2) of the expense incurred in that reconstruction. The Villas shall have the right to enter on the other adjoining lot and into the adjoining Dwelling Unit, after notice: (1) for the purpose of reconstructing a party wall or common driveway where a threat to life or property exists and nonconstruction or repair will perpetuate that threat; or (2) for the purpose of enhancing the aesthetic appearance of the party wall or common driveway.

Either adjoining Owner shall have an equal right to use a party wall for the support of structural members of a Dwelling Unit

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to be constructed on either of the adjoining Lots and a common
driveway for access to each Lot served thereby. This right shall
be subject, however, to payment by the Owner seeking to tie into
the party wall of any costs involved in tying into the party wall
and payment of any damage occasioned therefrom.

Each party wall shall be subject to an easement of support for
adjoining Dwelling Units subject to payment of costs as provided
above and shall be subject to an easement for conduit, ducts,
plumbing, wiring and other facilities for the furnishing of utility
services to adjoining Dwelling Units.

Section 14. Interior Maintenance. Each individual Owner
shall have the responsibility to maintain the interior of their
respective Dwelling Unit. In the event the interior of a Dwelling
Unit attached by a common wall to an adjoining Dwelling Unit is
damaged in such fashion so as to create a health or safety hazard
to the adjoining Dwelling Unit or to create a nuisance, and such
damage is not repaired within thirty (30) days from the occurrence
of the damage, then in such an event, the Villas shall have the
right, but not the duty, to make reasonable repairs to the interior
of such Dwelling Unit. Any and all costs incurred by the Villas in
performing repairs or maintenance under this Section shall be paid
for by the Owner and if the Owner fails to pay, then the Villas
shall be entitled to make a special assessment against the Owner
and said Owner's lot or Dwelling Unit to pay for the costs of such

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repairs. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment special assessment by the Villas.

Section 15. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by the Declaration, the Villas, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit or after reasonable notice to the Owner to enter any Dwelling Unit at reasonable hours on any day of the week.

Section 16. Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of eight inches (8") or more (measured four feet [4'] from ground level) may not be removed without prior approval of the ARC for the Master Association and the Villas ARC. All requests for approval of tree removal shall be submitted to said ARC's along with a plan showing generally the location of such tree(s). Notwithstanding the foregoing, the Seminole County Arbor Ordinance shall take precedence over this Section 16.

Section 17. Replacement of Trees. Anyone violating the provisions of Section 16 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the ARC of either the Master Association or the

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Villas. If the Owner fails or refuses to replace the trees as demanded, either of the ARC's shall cause suitable replacements to be planted and the cost thereof shall be a lien against property of the Owner. The Owner grants to the ARC's, their agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 16 and this Section 17.

Section 18. Insurance.

(a) The Villas shall keep (i) any buildings in the Common Area and Limited Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof, and (ii) all personal property owned by the Villas insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Villas. Insurance proceeds for improvements in the Common Area and Limited Common Area and any personal property owned by the Villas shall be payable to the Villas. In the event of any loss, damage or destruction, the Villas shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area and Limited Common Area. In the event the cost of such replacement, repair or rebuilding of improvements on the

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Common Area and Limited Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners.

(b) The Villas shall procure and keep in force public liability insurance in the name of the Villas against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area or Limited Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in indemnity against the claim of one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

(c) Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Villas and made available for inspection by Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancellable by the insurer without first giving at least ten (10) days prior notice in writing to the Villas, and (ii) contain a waiver of subrogation by the insurer(s) against the Villas, Board and Owners.

(d) Anything contained herein to the contrary notwithstanding, the Villas shall maintain such insurance

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coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or the Federal National Mortgage Association ("FNMA") so long as VASS
FHA or FNMA holds a mortgage on or owns any Lot.

Section 12. Swimming Pools. No above ground swimming pool shall be permitted on the Unit One Property.

ARTICLE VIII

COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Limited Common Area and the improvements made thereto, and that it is in the interests of all of the Owners that the right to the use and enjoyment of the Limited Common Area be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Limited Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Limited Common Area. In addition there shall exist no right to transfer the right to the use and enjoyment of the Limited Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Limited Common Area appurtenant to such Lot subject to reasonable rules and regulations promulgated by the

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Declarant or the Villas for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE II

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Villas, 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 Villas, the Declarant 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. If the Villas or the Declarant or any Owner shall seek to enforce the provisions of this Declaration, then said party shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise 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

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time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property, other property encompassed by the Master Declaration of Covenants, Conditions and Restrictions for Stockbridge Planned Unit Development, Seminole County, Florida, and Limited Common Area, other than that described in subparagraph (b) below, may be annexed to the Unit One Property with the consent of two-thirds (2/3) of each class of members:

(b) Additional land within the area described on Exhibit "A" attached hereto, may be annexed by the Declarant for certain specific purposes without the consent of members so long as Declarant is a Class B Member of the Villas, provided the Federal Housing Administration (FHA) and the Veteran's Administration (VA) consent to such annexation. Upon annexation of said additional land, the owners of lots within land so annexed for all intents and purposes shall be deemed to be members of the Villas in accordance with the provisions of this Declaration, but only for the purposes set forth in

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the Supplemental Declaration provided for below. The Owners of the Lots shall be subject to the Villas' rules, regulations and bylaws in the same manner and with the same effect as the original Lot Owners, insofar as those rules, regulations and bylaws apply to the specific purposes for which the additional land was annexed. When additional land is annexed, the Declarant shall file a Supplemental Declaration among the Public Records of Seminole County, Florida, which Supplemental Declaration shall reference this Declaration and shall contain the legal description of the land annexed and shall set forth the purpose for the annexation and such special provisions and restrictions which apply only to the area being annexed. Such Supplemental Declaration may provide for a special assessment to be charged to the Owners of Dwelling Units in the additional lands being annexed which special assessment shall relate only to those particular Limited Common Areas which the Owners of Dwelling Units in the additional land being annexed are entitled to use. Notwithstanding any other provision of this Declaration to the contrary, the Supplemental Declaration adding such annexed lands shall not be required to be executed by any existing Owners, other than Declarant.

Section 5. Right of The Villas to Merge. The Villas retains the right to merge with any other homeowners association provided such homeowners association is for an FHA or VA approved

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subdivision and provided YHA approves such merger. This right shall be exercised by recordation of an Amendment to this Declaration recorded among the Public Records of Seminole County, which Amendment shall set forth a legal description of the property to which this Declaration, as amended, shall apply. The Amendment shall further have attached to it a resolution of the Villas and the homeowners association with which a merger is to take place, and such resolution shall be certified by the Corporate Secretary thereof and shall state:

The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties not covered by Article IX, dedication of Limited Common Area, merger as provided in Section 5 of this Article IX, and amendment of this Declaration of Covenants, Condition and Restrictions.

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IN WITNESS WHEREOF, we have affixed our hands this 9th day of
November, 1994.

Signed, sealed and delivered
in the presence of:

Print GARY SPERO

Print

Print JOHN W. ROCHER

Print

VILLAS OF STOCKBRIDGE HOMEOWNERS'
ASSOCIATION, INC.

By: Print ROBIN L. WEBB

540 HARVARD PLACE, APOKA
Address

ATTEST:

By: Print RAYMOND A. MILLER

3017 WILMOUTH CIRCLE
Address

STATE OF FLORIDA
COUNTY OF Seville

BEFORE ME, the undersigned authority, personally appeared
ROBIN WEBB and RAYMOND MILLER to me personally known to be the
President and Secretary, respectively, of VILLAS OF STOCKBRIDGE
HOMEOWNERS' ASSOCIATION, INC., or having produced
as identification and did/did not take
an oath, and they severally acknowledged before me that they freely
and voluntarily executed the same as such officers, under authority
vested in them by said Corporation.

WITNESS my hand and official seal in the State and County last
aforesaid, this 9th day of November, 1994.

Notary Public, State of Florida at Large.
Printed Name:
My commission expires:

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This Instrument Prepared By: D-35
PAUL L. WEAN, ESQUIRE
Becker & Poliakoff, P.A.
Suite 145, 901 N. Lake Destiny Drive
Maitland, FL 32751

NOTARY M. DE NEAU
Notary Public, State of Florida
My commission expires July 5, 1995
Commission No. 3011/265

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