

PREPARED BY/RETURN TO:
Kenneth F. Oswald, Esquire
Suite 110, 600 Courtland Street
Orlando, Florida 32804

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LONG LAKE HILLS

THIS DECLARATION made on the date hereinafter set forth by **LONG LAKE HILLS, LTD., a Florida limited partnership**, with an office address at 1330 Palmetto Avenue, Winter Park, Florida 32789, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in Orange County, Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property" or the "Properties").

NOW THEREFORE, Developer hereby declares that all of the properties described above 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 real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to LONG LAKE HILLS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, a copy of which is attached as Exhibit "B".

Section 2. "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 Properties, including contract sellers, but excluding those having such interest merely as security for a performance of an obligation.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subjected to this Declaration.

Section 4. "Common Area" shall mean all property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first lot and thereafter maintained by the Association, includes a ten (10) foot drainage easement along the rear line of Lots 1, 2 and 3; a ten (10) foot drainage easement along the rear line of Lots 12, 13, 14, 15 and 16; a ten (10) foot drainage easement running East and West across Lots 13 and 14; a ten (10) foot drainage easement along the rear line of Lots 17, 18, 29 and 30; a ten (10) foot drainage easement along the rear line of Lots 46, 47, 48 and 49; a five (5) foot wall and landscape easement which runs along Clarcona-Ocoee Road and encumbers Lot 1, Lots 54 and 71 inclusive, and Lot 74; a signage easement across Lots 1 and 74 and Tract "C" which is a Conservation Tract, and is also dedicated to the

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GARY SHOWE
DEVELOPMENT ENGINEERING

Association, all as shown on the Plat of Long Lake Hills, according to the plat thereof as recorded in Plat Book 40, Pages 11a, recorded in the Public Records of Orange County, Florida. No construction, clearing, grading or alteration of Tract "C" is permitted without prior approval of Orange County, Florida and/or applicable jurisdictional agencies. Developer reserves the right to convey additional Common Area to the Association as additional lands are made subject to this Declaration as provided in Article II hereof.

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Section 5. "Orange County Dedications" shall mean and refer to Tract "A" (a lift station) and Tract "B" (a retention area) which are dedicated in fee simple to Orange County, Florida and all easements which have been dedicated to, and are to be maintained by Orange County, as shown on the Plat of Long Lake Hills, according to the Plat thereof as recorded in Plat Book 40, Pages 11a, recorded in the Public Records of Orange County, Florida. Vehicular access rights from Lot 1, Lots 54 through 71 inclusive, and Lot 74 to Clarcona-Ocoee Road have been dedicated to Orange County, Florida.

Section 6. "Living Unit" shall mean and refer to any portion of a building situated upon the Property, including the land upon which it rests, designed and intended for use and occupancy as a residence by a single family.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 8. "Developer" shall mean and refer to LONG LAKE HILLS, LTD., a Florida limited partnership.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Long Lake Hills Subdivision.

Section 10. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE II PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreation facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities, if any, by an Owner for any period during which any assessment

against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulation;

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(c) the right of the Association to dedicate or transfer all or 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 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 or enjoyment to the Common Area to the members of his family, his tenants or contract purchasers who reside on the Property, but not otherwise.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A members shall be all Owners, with the exception of the Developer, 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 shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Developer 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 the date seven (7) years from the date this Declaration is recorded, with it being agreed that notwithstanding the classification of Class B membership in accordance with the above, upon the subjecting of additional land to this Declaration, Class B membership shall be reinstated for all Lots owned by Developer so long as the total number of Class B votes shall then be greater than the total number of Class A votes.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Developer, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, all such assessments to be established and collected as hereinafter provided. The annual and

special assessments, together with interest, costs, and reasonable attorneys' fees for collection thereof, 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 for collection thereof, 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 Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas as herein defined.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be ONE HUNDRED EIGHTY DOLLARS (\$180.00) per Lot.

Section 4. Initiation Fee. In addition to the Annual Assessment, simultaneous with the sale of each Lot, the Developer shall have the right to cause a one-time Initiation Fee of ONE HUNDRED FIFTY DOLLARS (\$150.00) to be paid to the Association. Such Initiation Fee shall be used to defray the initial start-up costs and expenses of the Association.

(a) From and after January 1 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 1 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 this purpose.

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

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Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in an 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 as herein defined, 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 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, 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 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be payable annually or bi-annually as determined by the Association.

Section 8. 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. Notwithstanding anything herein to the contrary, as long as Class B membership exists, as to unoccupied Lots owned by Developer, Developer may elect to pay 10% of the annual assessment on each such unoccupied lot; provided that if Developer so elects, Developer shall pay all costs not due from owners and incurred by the Association in accomplishment of the purposes set forth in Article IV, Section 2 hereof. 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. Written notice of the assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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Section 10. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage provided that a Claim of Lien has not been recorded by the Association in the Public Records of Orange County, Florida prior to the recordation of such 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 assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot for liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

Except for those improvements constructed by Developer, no building, fence, wall or other structure shall be commenced, created, or maintained upon the Properties nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, 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 Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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ARTICLE VI
USE RESTRICTIONS

Section 1. Violation. If any person claiming by, through or under Developer or its successors or under Developer, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Developer or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party including reasonable attorneys' fees. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

Section 2. Residential Lots. All Lots included within the real estate to which these restrictions pertain shall be known and described as residential Lots. No structure shall be erected, altered, placed or permitted to remain on any of said Lots, other than one single-family dwelling unit not to exceed thirty-five (35) feet in height nor exceed two (2) stories. Each Living Unit shall have an enclosed garage. No detached garage structure will be permitted. No garage or any portion thereof shall be converted into a living area. All Living Units shall have a minimum of nine hundred (900) square feet of living area. The floor space within the garage, a breezeway, a porch, or an unfinished storage utility room shall not be included within the living area for the purposes of determining the minimum allowable living area.

Section 3. Setback. No building shall be located upon any residential building Lot which is less than twenty-five (25) feet in depth measured from the front lot line to the front of any Living Unit, rear yard shall not be less than twenty-five (25) feet in depth measured from the rear lot line to the rear of any Living Unit, and side yard shall be not less than six (6) feet in depth. Notwithstanding the above, if a lesser setback is allowed by applicable zoning ordinance, such lesser setback shall prevail.

Section 4. No Offensive Activity. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which constitutes a public nuisance.

Section 5. Temporary Structures. Unless otherwise specifically allowed or permitted under these covenants, no trailer, basement, tent, shack, detached garage, barn, shed, toolhouse or other outbuilding shall at any time be placed temporarily or permanently upon the Property, nor shall any improvements be made to said Property

until and unless such owner shall first obtain the written approval of the Architectural Control Committee.

Section 6. No Subdivision. No Lot located within the Property shall be subdivided to constitute more than one building lot.

Section 7. Fences. No fence or wall shall be erected upon any Lot without first obtaining all applicable governmental permits and also securing the prior consent of the Architectural Control Committee as to the location, type, materials used, and size. All fences shall be constructed of natural wood materials of stockade picket type not exceeding six (6) feet in height and shall be of a natural wood coloring. All fence posts and fence framing shall be on the interior of the fence. No fence shall be in front of any Living Unit on a lot or nearer to any street than the minimum setback line. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 8. Surface Water or Stormwater Management System. Orange County shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Orange County shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Section 9. Easements.

(a) The Developer, for itself and its successors and assigns, hereby reserves and is given, and the Association is hereby granted and given, a perpetual, alienable, and releasable easement, privilege and right, over, and under the Common Areas for the necessary, ordinary, or reasonable maintenance and upkeep of structures on adjoining Lots on the Property.

Further, each Lot and Common Areas shall be subject to an easement for minor encroachments created by construction, settling and overhangs including plants, board and cement walkways, screen and trellis supports and patio enclosure walls for all buildings constructed by Developer; and in the event any dwelling is partially or totally destroyed and then rebuilt, the Owners of the adjoining Lot(s) agree that minor encroachments created by construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

(b) The Developer and/or Association, as the case may be, shall have the unrestricted sole right and power of alienating and releasing the privileges, easements and rights referred to in this Section and in any Plats of the Property provided that

and rights referred to in this Section and in any Plats of the Property provided that Developer's rights hereunder shall only exist so long as the Developer shall own at least one (1) Lot within the Property. The Owners of the Lot subject to the privileges, rights and easements referred to in this Section shall acquire no right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over, or under the Property which is subject to said privileges, rights and easements. All easements created in this Section are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns and/or the Association, as the case may be.

Section 10. Parking. No parking facilities are allowed on any single Lot except a paved pad large enough for not more than two (2) automobiles. No wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked in a state of disrepair between the paved road and the Living Unit. Said vehicles, boats or objects may be so kept, only if completely inside a garage attached to the Living Unit. Private automobiles or vehicles of the occupants may be parked in the driveway on the Lot. No wheeled vehicle or boat shall be kept or parked in the front or side yard of any Lot. No trailers or recreational vehicles shall be maintained or kept on any Lot.

Section 11. Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that each household may keep not more than two (2) household pets, provided that they are not kept, bred or maintained for any commercial purpose.

Section 12. Architectural Control Committee Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, and the Architectural Control Committee shall have the right and authority to waive such violation.

Section 13. Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 14. Signs. No sign of any kind may be displayed to the public view on any Lot except on professional signs of not more than seven (7) square feet advertising the property for sale or rent, or signs used by the Developer to advertise the Property during the initial construction and sales period.

Section 15. Lakefront Lots. Lots 14, 15, 16, 46, 47, 48 and 49 are located contiguous to Long Lake and have access to and enjoyment of the lake, subject however to the restrictions and rights dedicated to Orange County, Florida, as set forth in **ARTICLE I, Section 5** hereof.

Section 16. Common Area. Other than those improvements constructed by Developer, no improvements shall be constructed upon any portion of the Common Area, if any, without the approval of the Architectural Control Committee. These areas shall be maintained by the Association as open recreational areas as provided in the plat of the Property.

(a) No activities constituting a nuisance shall be conducted upon Common Areas, if any.

(b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon Common Areas, if any.

(c) The Association may from time to time, adopt reasonable rules and regulations concerning use of the Common Area, if any, which shall be binding upon all members of the Association.

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(d) The Association shall at all times, pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the Property owned by the Association. The Association at all times, shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Areas, if any. Said insurance policies shall be in the name of the Association and for the benefit of the association members and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Associations may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable. The sum and extent of such insurance coverage at all times shall meet all requirements, if any, applicable to the Common Areas established by the VA.

(e) Except for those capital improvements made to the Common Area by the Developer at its expense, at all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Developer and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 17. Property Maintenance. In the event an owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Control Committee, including but not limited to landscaping, grass and shrubbery, the Owner shall be notified and given thirty (30) days within which to correct or abate the situation. If the Owner fails to do so, the Committee shall have the right (although it shall not be required to do so) to enter upon said Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the Living Unit and other improvements located thereupon at the sole cost of the Owner of said Lot. The cost of such repair, maintenance and restoration, together with reasonable attorney's fees and costs for collection thereof, shall thereupon constitute a lien upon said Lot which lien shall become effective only upon the filing of a written claim of lien. The form substance and enforcement of said lien shall be in accordance with the lien laws of the State of Florida, and the Owner of said Lot shall, by virtue of having acquired said Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien except if a Claim of Lien has been filed in the Orange County Public Records prior to the recordation of such first mortgage.

Section 17. Rights of Developer. Notwithstanding anything in Article VI to the contrary, Developer shall have the right to use the Property for ingress and egress thereover including the use of construction machinery and trucks thereon and no person shall in any way impede or interfere with the Developer, its employees or agents, in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Furthermore, the Developer may make such use of the Property free from the interference of Lot Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.

Section 18. Antennas: Satellite Receivers. There shall not be permitted to exist anywhere on the Properties any outside antennas or other devices for purposes of reception of television, radio or similar signals, except the term antenna as used herein shall be interpreted to specifically prohibit the construction or installation of a satellite dish or similar type of receiving device in excess of 18 inches and such device is to be located to the rear of the dwelling and shall not be able to be seen from the front or sides of the dwelling.

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Section 19. Game and Play Structure. No basketball backboards and any other fixed game and play structures will be permitted without express approval by the Architectural Review Committee, and if approved, they shall be located at the rear of the dwelling or on the inside portion of corner Lots within the setback lines.

Section 20. Swimming Pools. Any swimming pool to be constructed upon any Lot shall be subject to review by the Architectural Review Committee. The design must incorporate, at a minimum, the following:

- a. The composition of the material must be thoroughly tested and accepted by the industry for such construction.
- b. Any swimming pool constructed on any Lot shall have an elevation of the top of the pool not over two (2) feet above the natural grade unless otherwise approved by the Architectural Review Committee. No above-ground pools are permitted.
- c. Pool cages and screens must be of a design, color and material approved by the Architectural Review Committee and shall be no higher than twelve (12) feet unless otherwise approved by the Architectural Review Committee.
- d. Pool screening shall not be visible from the street in front of the dwelling unit. Pool screening shall not extend beyond the sides of the house without express approval by the Architectural Review Committee.

Section 21. Clotheslines/Solar Devices. No clotheslines or similar device shall be permitted to be erected on any Lot or other part of the Properties.

Any solar panels or other devices for the collection of solar energy shall be placed, subject to the directional requirements of such devices, in a manner so as to be visible to the fewest number of adjoining properties. Any such devices shall be subject to the

Architectural Control requirements contained in Article V of the Declaration, and the Architectural Review Committee is authorized to prescribe the location, color and design of such device. The Architectural Review Committee may prescribe a standard design and color, or may prescribe a design and color which will best blend with the house on which the device is to be placed, or both, in its discretion. Whenever possible, such devices shall be located to the rear of houses and shall be mounted flat against the house roof.

Section 23. Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the subdivision. No boats, campers or recreational vehicles shall be allowed to be parked for over twenty-four (24) hours in front of the residence or on the side of the residence when said boats, camper or recreational vehicle can be seen from the street in front of said residence or, in the case of a corner Lot, from either street in front of said residence. All operative vehicles must be parked in the garage or on the driveway and not anywhere else on a Lot and not on the street. No additional outside parking area in addition to the driveway shall be permitted unless specifically approved by the Architectural Review Committee and only then if said additional parking area is in no way visible from the street or any adjoining Lot(s).

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**ARTICLE VIII
GENERAL PROVISIONS**

Section 1. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

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

Section 3. Duration of Covenants. The covenants and restrictions of this Declaration shall run with and bind the Property 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.

Section 4. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, charges added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer alone, for so long as it or its affiliates holds title to any Lot affected by this Declaration; or alternatively by approval at a meeting of Owners holding not less than

66-2/3% vote of the membership in the Association, provided, that so long as the Developer or its affiliates is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. The foregoing sentence may not be amended. Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Communication. All communication from individual Lot Owners to the Developer, its successors, the Board of Directors or the Association; or any officer of the Association, shall be in writing.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 11th day of September, 1998.

Signed, sealed and delivered
in the presence of:

**LONG LAKE HILLS, LTD.,
a Florida limited partnership**

A. Myshel Webb

Printed Name: A. Myshel Webb

Rebecca C Hansford

Printed Name: Rebecca C Hansford

**By: LONG LAKE HILLS, INC.,
as General Partner**

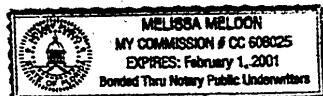
Larry Godwin

**LARRY GODWIN, President
1330 Palmetto Avenue
Winter Park, Florida 32789**

**STATE OF FLORIDA
COUNTY OF ORANGE**

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The foregoing instrument was acknowledged before me this 11th day of September, 1998, by **LARRY GODWIN, as President of LONG LAKE HILLS, INC., a Florida corporation as General Partner of LONG LAKE HILLS, LTD., a Florida limited partnership,** who is personally known to me and ~~did~~ did not take an oath.



Melissa Meloon
NOTARY PUBLIC MELISSA MELOON

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DESCRIPTION

A PARCEL OF LAND BEING THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 28 EAST LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF CLARCONA OCOEE ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER FOR A POINT OF REFERENCE; THENCE RUN NORTH $00^{\circ}03'50''$ WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 233.71 FEET TO THE POINT OF INTERSECTION WITH THE AFORESAID NORTHERLY RIGHT OF WAY LINE AND FOR A POINT OF BEGINNING; THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE, RUN THE FOLLOWING COURSES: THENCE RUN NORTH $57^{\circ}10'35''$ WEST, 18.71 FEET; THENCE RUN SOUTH $32^{\circ}49'25''$ WEST, 5.00 FEET; THENCE RUN NORTH $57^{\circ}10'35''$ WEST, 601.91 FEET; THENCE RUN NORTH $49^{\circ}38'20''$ WEST, 99.10 FEET TO A POINT LYING ON A NONTANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS LENGTH OF 1068.00 FEET, A CENTRAL ANGLE OF $17^{\circ}37'27''$, AN ARCLength OF 328.52 FEET, A CHORD LENGTH OF 327.22 FEET AND A CHORD BEARING OF NORTH $65^{\circ}59'18''$ WEST; THENCE, RADIAL TO SAID CURVE, RUN SOUTH $15^{\circ}11'58''$ WEST, 11.00 FEET; THENCE RUN NORTH $74^{\circ}48'02''$ WEST, 435.65 FEET OF THE POINT OF INTERSECTION WITH THE WEST LINE OF AFORESAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH $00^{\circ}00'00''$ WEST, ALONG SAID WEST LINE, 526.62 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE RUN NORTH $89^{\circ}55'52''$ EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 1320.66 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE RUN SOUTH $00^{\circ}03'50''$ EAST, ALONG THE AFORESAID EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 1161.35 FEET TO THE POINT OF BEGINNING.

CONTAINS 23.772 ACRES MORE OR LESS.

NOTES:

1. ■ - INDICATES *FND* 4" X 4" C.M.. LS 4007, UNLESS OTHERWISE NOTED.