THIS INSTRUMENT PREPARED BY:

Scott D. Clark, Esquire
GRAHAM, CLARK, JONES, PRATT & MARKS
369 North New York Avenue
Winter Park, Florida 32789

Orange Co FL 5072633
11/29/94 03:17:42pm
OR Bk 4825 Pg 1680
Rec 64.50

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION is made as of November 17, 1994 by CLARCONA ESTATES JOINT VENTURE, a Florida joint venture, whose address is 3348 Edgewater Drive, Orlando, Florida 32804 (the "Developer").

WITNESSETH

WHEREAS, Developer is the owner of certain property located in Orange County, Florida, which is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

WHEREAS, Developer desires to subject that property to restrictive covenants and easements for the purpose of enhancing the values of the various parcels comprising the property, of ensuring compatible uses of the various occupants of the property, and of promoting the enjoyment of the property by those occupants.

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

Article I
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

A. "Properties" shall mean and refer to that certain real property described above, together with any property annexed thereto pursuant to the provisions of this Declaration.

B. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties, excluding the Common Area.

C. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

D. "Developer" shall mean and refer to CLARCONA ESTATES JOINT VENTURE, a Florida joint venture, together with its successors or assigns.

E. "Association" shall mean and refer to the CLARCONA ESTATES HOMEOWNERS' ASSOCIATION, INC. a Florida corporation not-for-profit, its successors and assigns.

F. "Member" shall mean and refer to all of those Owners who are members of the Association as provided below under the Article titled "Association Members".

G. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Members. The Common Areas shall generally consist of all of those portions of the Properties not located within a Lot or within a right-of-way or other area dedicated for public use.

H. "Articles" shall mean and refer to the Articles of Incorporation of the Association, as those Articles may from time to time be amended or modified.

I. "Bylaws" shall mean and refer to the Bylaws adopted by the Association, as those Bylaws may from time to time be amended or modified.

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 Association to suspend the voting rights and right to use of the recreational facilities 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 an infraction of the Association's published rules and regulations.

(B) The right of the Association to mortgage, dedicate, or transfer all or any part of the Common Area for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage, dedication, or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such mortgage, dedication, or transfer has been recorded in the Orange County Public Records.

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

Section 3. Recreation Tracts. The Plat of the Subdivision delineates within the Property "Tract C" and "Tract D" (the "Recreation Tracts"). The Recreation Tracts shall be owned and maintained by the Association.

Article III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

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

A. Class A. Class A Members shall be all Owners, with the exception of the Developer. Each Class A member shall be entitled to one vote for each Lot owned by that Member. 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 the

multiple Owners thereof, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

B. Class B. The Class B Member shall be the Developer. The Developer shall be entitled to three (3) votes for each Lot owned by the Developer. 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:

(1). When Seventy-Five percent (75%) of the Lots have been sold by the Developer; or

(2). On December 31, 1997.

Article IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants and agrees, and 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 the following assessments to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements. These assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall also be the personal obligation of the person who is the Owner of the applicable Lot when the assessment falls due. The personal obligation for delinquent assessments shall not pass to an Owner's 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, including specifically, but not by way of limitation, for the maintenance and care of the conservation and drainage areas and facilities (unless maintenance shall be provided by others), landscape and signage areas, any walls constructed on any portion of the perimeter of the Properties, the recreational areas and facilities located within the Common Area, if any, and subdivision lights and light fixtures other than those included with any Special Lighting Districts. Such maintenance shall include but not be limited to mowing and trimming of grass and shrubs as necessary.

Section 3. Assessment Allocation. The amount of these assessments levied against each Lot shall depend on the Class of Membership of the Owner of that Lot. The assessment of the Class B Member for any vacant Lot or any Lot improved with an unoccupied residence owned by the Class B Member shall be no more than ten percent (10%) of the assessment levied against a Class A member. Notwithstanding the foregoing, the Class B Member shall only be required to pay an assessment to the extent it is necessary to cover any funding requirements of the Association which are not met by the payment of assessments by the Class A Members.

Section 4. Maximum Annual Assessment. Until January 1, 1997 the maximum annual assessment for each Lot, payable quarterly or monthly, as determined by the Association, shall be as follows for each class as designated:

Class A - $180.00

Class B - Not more than 10% of the annual assessment for a Class A member (subject to the limitation specified in Section 3 above).

Commencing January 1, 1997 the amount of the annual assessment shall be in such amounts as adopted by the Board of Directors of the Association (the "Board"), payable in equal installments, until the amount of the assessment is changed by action of the Board. The assessment amount may be changed at any time by the Board from that originally stipulated herein or from any other assessment that is in the future adopted. Notwithstanding the foregoing, any increase during a year which results in the assessments exceeding the prior calendar year's assessment by more than five percent (5%) shall require approval by vote of a majority of Members present at a meeting called for such purpose. The notice for such a meeting shall state that purpose. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment specified herein shall be fixed in the Board resolution authorizing such assessment.

Section 5. Special Assessments for Capital Improvements or Extraordinary Expenses. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; provided that any such assessment shall have been approved by two-thirds of each class of Members present in person or by proxy at an Association meeting duly called for this purpose. A special assessment may also, by the same procedures, be imposed to defray expenses which are of a nature so as not to be expected to occur each year, including, but not limited to the costs of enforcing this Declaration or of participating in judicial proceedings.

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under the Sections above entitled "Maximum Annual Assessment" and "Special Assessments for Capital Improvements or Extraordinary Expenses" shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members, or of proxies, of each class entitled to cast 40 percent of all the votes of each class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate of assessment for all Lots within each class of membership, except as provided above in the section entitled "Maximum Annual Assessment".

Section 8. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner other than Developer, provided that Developer shall be permitted to pay its assessment due on each Lot by the furnishing of services, maintenance and materials of not less than like or equal value to the amount of the assessment due from Developer. The first annual
assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates of assessments shall be established by the Board. 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 specific Lot have been paid. A properly executed certificate of the Association reporting the status of assessments on a Lot is binding on 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 30 days after the due date shall bear interest from the due date at the highest rate permitted by Florida law. In addition to all other available remedies, the Association may bring an action at law against the Owner personally obligated to pay a delinquent assessment 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 in the same manner that a mortgage is foreclosed. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to an award against the nonprevailing party for the reasonable attorneys' fee and court costs incurred by the prevailing party, including attorneys' fees and court costs for appellate proceeding.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any institutional first mortgage, provided that the mortgage is recorded before the recording of a claim of lien for any unpaid assessments. An institutional lender is defined as a state or Federal bank or savings and loan association, a licensed mortgage broker, an insurance company, trust company, savings bank, or credit union. A purchaser at a foreclosure sale or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section may be reassessed by the Board equally divided among, payable by, and a lien against all Lots, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. The holder of a mortgage against a Lot shall have no obligation to collect or ensure the payment of any due or assessment levied against that Lot pursuant to this Declaration.

Section 11. Lot and Exterior Maintenance. In the event an Owner of any Lot fails to maintain the Lot or the improvements or fences situated thereon in a manner satisfactory to the Board, then the Association, after approval by two-thirds (2/3) vote of the Board and 30 days written notice to the Owner, shall have the right, through its agents, employees, or independent contractors, to enter upon the Lot and to repair, clear, trim, maintain, restore, or otherwise perform work on the Lot and the exterior of the buildings and any other improvements erected thereon as necessary to correct the condition found objectionable by the Board. The cost of such exterior maintenance shall be added to and become part of the assessment to which the Lot is subject, which shall be due and payable 30 days from the date that assessment

is made. If that assessment is not paid when due and payable, interest shall be charged by the Association at the highest rate permitted by Florida law. The Association, through its agents, employees, and independent contractors, shall have the right to enter any Lot to repair and maintain any improvements constructed by the Developer or Association on the Properties, and an easement is hereby reserved and created for that purpose.

Article V
ARCHITECTURAL CONTROL

No building, fence, wall, or other structures, other than those constructed by Developer, shall be commenced, erected, placed or altered on a Lot until the building plans, specifications, plot plan, and landscape plan (and such other submittals as are necessary to demonstrate the nature, kind, shape, height, location, materials, and appearance of the proposed improvements) have been submitted in triplicate to, and approved in writing by, the Architectural Review Committee. The Architectural Review Committee will be comprised of the Developer, its appointees, its successors and assigns. When there no longer exists a Class B membership, the Architectural Review Committee shall be appointed by the Association. In the event that the Architectural Review Committee or its successors or assigns fail to approve or disapprove of such building plans, specifications, plot plan or other submittals within 30 days after the same have been submitted to the Architectural Review Committee, such approval will not be required and this covenant will be deemed to have been fully complied with.

Article VI
USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling have a minimum, air-conditioned living area of 900 square feet. Lofts, garages, basement rooms or attic rooms shall not be included in calculations to determine whether the dwelling contains the minimum living area. None of the foregoing dwellings shall exceed thirty-five (35) feet in height.

Section 2. Roofs. Flat, built-up roofs shall be permitted on improvements on a Lot only over Florida rooms, porches, or patios at the rear of the residence. Any roof changes are subject to the Architectural Review requirements of this Declaration.

Section 3. Signs. No sign of any kind shall be displayed to public view on any Lot except one professional sign identifying a builder or contractor and one "For Sale" or "Open House" sign. In any event, no sign shall be larger than 3 square feet. No banners, flyers, or similar items shall be allowed. Notwithstanding the foregoing, Developer shall be entitled to maintain such signs, banners, and the like as Developer may in its discretion desire, during any time that Developer keeps a model home on the Properties.

Section 4. Game and Play Structures. No basketball standards or any other fixed game or play structure will be permitted on a Lot without express approval from the Architectural Review Committee.

Section 5. Fences. No fence or fence walls shall be constructed, erected, or maintained in front of the front building setback line of the dwelling on any Lot. Any fence or wall must, in the sole discretion of the Architectural Review Committee, be completely and aesthetically acceptable in design, materials and construction. On

corner Lots the building shall be deemed to have two front lot lines for the purposes of this section only. No fence or fence wall shall exceed a height of six (6) feet. Any such fence or wall shall be fully subject to the Architectural Review requirements of this Declaration. If any fence is approved which contains a "finished" or smooth side with vertical or horizontal support boards, the finished side must face the exterior of the lot on which the fence is constructed in such a manner that the unfinished side is visible only from within the fenced area. On Lots which abut or are adjacent to a perimeter wall of the Properties, no other wall or fence structure shall be built parallel to the perimeter wall (no matter what the distance is between the perimeter wall and fence), and no other wall or fence structure shall be constructed perpendicular to or in any way adjacent or leading to the perimeter wall at any height which places the top of said wall or fence higher than six (6) inches below the top of the perimeter wall as measured at the point of contact between said wall or fence and the subdivision wall.

Section 6. 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 2 feet above the natural grade unless approved. 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 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 or above the roof of a dwelling without express approval by the Architectural Review Committee.

Section 7. Maintenance of Vacant Lots and Dwellings. Once a Lot has been sold by the Developer, that Lot, whether improved or not, shall be maintained in good appearance and free from overgrown weeds and from rubbish. In the event any Lot is not so maintained, then the Developer, its successors and/or assigns, including specifically the Association, shall have the right to enter upon that Lot for the purpose of cutting and removing such overgrown weeds and rubbish and the expense thereof shall be charged to and paid for by the Owner of such Lot. If not paid by said Owner within 30 days after being provided with a written notice of such charge, the same shall become a special assessment lien upon said Lot until paid, bearing interest at the highest lawful rate until paid, and may be collected by an action to foreclose said lien or by an action at law, at the discretion of the Developer, its successors and/or assigns, including the Association, in the same manner as any other lien or action provided in these restrictions.

Section 8. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick-up, if required to be placed at the curb, all containers shall be kept out of sight from the street. There shall be no burning of trash or any other waste materials.

Section 9. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 10. Temporary Structures. No structures of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently; nor shall a temporary structure of any kind be used for storage, utility, tools, workshop or the like. Notwithstanding the foregoing, Developer shall be permitted to erect and maintain temporary structures within the Properties for so long as Developer is the Owner of any Lot.

Section 11. Livestock and Poultry. No livestock, horses, poultry or other animals of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets in numbers which do not create a nuisance or health hazard may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No kennels or animal shelters shall be permitted. No pet or other animal shall be permitted to leave the Lot occupied by the pet's owner unless under leash and in control of its owner.

Section 12. Clotheslines, Solar Devices. No clotheslines or similar device shall be permitted on any Lot or other part of the Properties unless erected and located in such manner so as not to be visible from the subdivision right-of-way or from any adjoining Lot, including Lots to the rear. This provision shall not be interpreted as a prohibition against clotheslines, but rather as a requirement that they be completely screened so as to not be visible to other homeowners.

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 Review requirements contained elsewhere in this 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 13. 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 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 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 may be parked only in the garage or driveway on the 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).

Section 14. Easements. Easements for installation and maintenance of landscaping, utilities, and drainage facilities are reserved as shown on the recorded plat, or as may be granted by the Developer and recorded in the public records of Orange County, Florida. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow or drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except

for those improvements for which a public authority or utility company or the Association is responsible.

Section 15. 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. 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, whether such device is to be part of the structure or located on the Lot apart from the structure.

Section 16. Common Area. The Common Area, recreation areas, and landscape areas, together with the structures, signs and lights, irrigation system, and any walls and fences, placed thereon, are for the benefit and well-being of the Owners and shall be maintained at the direction of the Association. The Board of Directors of the Association, if necessary, shall publish rules and regulations pertaining to the uses, functions, and activities for the Common Area.

Article VII
WAIVER OF MINOR VIOLATIONS

If an improvement is submitted to the Architectural Review Committee for approval, or if an improvement has been erected or the construction thereof is substantially advanced, and its construction would constitute a violation of this Declaration, or it is situated on any Lot in such a manner that the same constitutes a violation or violations of this Declaration, the Architectural Review Committee or the Developer, its successors and/or assigns, shall have the right to release such Lot or portions thereof from, and waive the violation of, the applicable provision of this Declaration; provided, however that the Architectural Review Committee or Developer, its successors and/or assigns shall not release any violation of this Declaration unless the Association or Developer, in their sole discretion, determine the violation to be minor; and the power to release any such Lot or portions thereof from such a violation or violations shall be dependent on a determination by them that such violation or violations are minor.

Article VIII
GENERAL PROVISIONS

Section 1. Term. 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 this Declaration shall be automatically extended for four (4) successive periods of ten (10) years each.

Section 2. Amendments. 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, changed, or added to at any time and from time to time upon the approval of not less than two-thirds (2/3) vote of the Owners and upon the execution and recording of the amendment instrument by a duly elected officer of the Association; provided, however, 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. Further, no provision of this Declaration may be amended if such provision is required to be included herein by any law. The foregoing two (2) sentences may not be amended. Without limiting the generality of the foregoing paragraph, the Developer specifically reserves the right to unilaterally amend this Declaration in order to comply with the requirements of the Federal Housing Authority, Veteran's Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or Orange County. Subject to the Section

below titled "FHA and VA Approval," as it pertains to setback lines from any front, interior, rear or side Lot line, the Developer specifically reserves unto itself and its successors and/or assigns the authority to change or waive restrictions relating to setback lines at any time prior to the construction of a dwelling, regardless of the number of Lots owned by the Developer.

The Developer shall have the right at any time within six (6) years from the date hereof to unilaterally amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any Institutional Lender without its written consent.

Section 3. Enforcement. If an Owner or occupant of any Lot, or a guest or invitee of either, shall violate or attempt to violate any of the provisions of this Declaration, it shall be lawful for the Association or any other Owner to enforce this Declaration through proceedings at law or in equity against the person or persons violating or attempting to violate this Declaration either to prevent or enjoin the violation, or to recover damages, including, but not limited to attorneys' fees incurred before or during trial and on appeal. The failure of the Developer, the Association, or any Owner to enforce any provisions, or to enjoin any violation, of this Declaration shall not be deemed a waiver of the provision being violated.

Section 4. Notice to Lot Owners. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage paid, to the Lot address.

Section 5. Severability. Invalidation of any one of these covenants or restrictions or any part thereof by judgment or court order shall in no way affect any of the other provisions.

Section 6. Annexation by Developer. Subject to the Section below titled "FHA and VA Approval", portions of land (either for residential use or common area) may be annexed to the Properties at the sole discretion of Developer. Subject to the Section below titled "FHA and VA Approval", except for applicable governmental approvals, no consent from any other party shall be required, including Class A Members and holders of mortgages encumbering any portion of the Properties. Such annexed lands shall be brought within the terms and conditions of this Declaration by the recording of a document executed by Developer and recorded in the public records of Orange County, Florida (the "Notice of Declaration"). The Notice of Declaration shall refer to this Declaration and shall, unless specifically provided otherwise, incorporate by reference all of the terms, covenants and conditions of this Declaration, thereby subjecting said annexed lands to such terms, covenants and conditions as fully as though said annexed lands were described herein as a portion of the Properties. The Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed land, and as are not inconsistent with the overall scheme of this Declaration. Except for additions or modifications that are specifically intended to modify this Declaration, no Notice of Declaration shall revoke, modify or amend the covenants and restrictions established by this Declaration.

Section 7. Annexation by Owners . At such time as Class B membership has ceased pursuant to the provisions of this Declaration, additional residential property and common area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members.

Section 8. FHA and VA Approval. As long as there is a Class B membership, notwithstanding any contrary language contained herein, any amendments to this Declaration, any dedication of Common Area, or any annexation of additional land, will require the prior approval of the Federal Housing Administration, or the Veterans Administration if this Declaration has been previously submitted to and approved by the Federal Housing Administration or the Veterans Administration.

Section 9. Developer's Rights. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, and to the extent permitted under the ordinances, rules and regulations of Orange County, Florida, it shall be expressly permissible for Developer to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Developer, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, and sales offices, and the Developer shall have an easement for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Lots owned by the Developer and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 17th day of November, 1994.

Signed, sealed and delivered
in the presence of:

CLARCONA ESTATES JOINT VENTURE,
a Florida joint venture

TRAVIS DEVELOPMENT CORPORATION,
managing joint venturer

Signature: Robyn Davidson BY: _____
Robert F. Bland, President

Print Name: Robyn Davidson

Signature: Ginger Lynn Hodges

Print Name: Ginger Lynn Hodges

(SEAL)

OR Bk 4825 Pg 1691
Orange Co FL 5072633

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17th day of November, 1994, by Robert F. Bland, as President of TRAVIS DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation, as managing joint venturer of CLARCONA ESTATES JOINT VENTURE, a Florida joint venture. He is (a) x personally known to me or (b) __ has produced _____ _____ as identification.

GINGER LYNN HODGES
MY COMMISSION # CC 215810
EXPIRES: August 15, 1996
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC
Signature: Ginger Lynn Hodges
Print Name: Ginger Lynn Hodges
State of Florida at Large
MY COMMISSION EXPIRES:

CLARCONA ESTATES (formerly Oakmont Subdivision)

LAND DESCRIPTION:

A PORTION OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 29 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE SOUTH 89°04'23" EAST ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 31, A DISTANCE OF 1503.96 FEET; THENCE SOUTH 00°00'00" EAST, 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°00'00" EAST, 556.25 FEET; THENCE NORTH 88°54'53" WEST, 265.03 FEET; THENCE SOUTH 00°00'00" EAST, 60.00 FEET; THENCE NORTH 88°54'53" WEST, 676.79 FEET; THENCE NORTH 00°00'39" WEST, 194.19 FEET; THENCE SOUTH 89°59'21" WEST, 465.26 FEET; THENCE NORTH 01°53'54" EAST, 6.55 FEET; THENCE NORTH 90°00'00" EAST, 72.97 FEET; THENCE NORTH 00°00'00" EAST, 352.09 FEET; THENCE SOUTH 90°00'00" WEST, 55.70 FEET; THENCE NORTH 04°47'45" EAST, 68.30 FEET; THENCE SOUTH 89°04'23" EAST, 1383.94 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN ORANGE COUNTY, FLORIDA CONTAINING 16.826 ACRES, MORE OR LESS.

Exhibit "A"

OR Bk 4825 Pg 1693
Orange Co FL 5072633

Project: Clarcona Estates
Plat Book 33, Pages 89-90.
Joinder and Consent to Declaration of Easements, Covenants, Conditions, and Restrictions

Record Verified - Martha O. Haynie

The undersigned hereby certifies that it is the holder of a mortgage upon the above described property which is recorded in Official Record Book 4747, Page 4550 of the Public Records of Orange County, Florida. The undersigned hereby joins in and consents to the execution of this Declaration of Easements, Covenants, Conditions, and Restrictions by the owner.

SunBank, N.A.
200 S. Orange Avenue
Orlando, Florida 32804

Signed sealed and delivered
in the presence of:

Beverly J. Matter

By: John Darnaby
John Darnaby
Vice President

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY, That on this 24th day of October, 1994 before me personally appeared John Darnaby, Vice President of Sun Bank, N.A., a national banking association, to me known to be the individual and officer described in and who executed the foregoing Joinder and Consent to Declaration of Easements, Covenants, Conditions, and Restrictions, and acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized, and that the conveyance is the act and deed of said corporation. He is personally known to me or has produced _____ as Identification.

WITNESS my signature and official seal at Orlando in the County of Orange and State of Florida on the day and year last aforesaid.

VINCENT E. SCHREIBER
MY COMMISSION # CC 237723
EXPIRES: October 22, 1996
Bonded Thru Notary Public Underwriters