

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR 3497210 ORANGE CO. FL.  
01.14.40PM 04/19/90

CLARION OAKS

OR 4 | 76 PG 3047

THIS DECLARATION of Covenants, Conditions and Restrictions for Clarion Oaks ("Declaration"), is made this 17 day of JANUARY, 1990, by Bolin Development, Inc., a Florida corporation, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of certain property located in Orange County, Florida, which is more particularly described herein (the "Property"); and

WHEREAS, Declarant wishes to impose certain covenants, conditions and restrictions upon the Property for the purpose of protecting the value and desirability thereof and promoting the general welfare of the owners of the Property;

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions, easements, and restrictions, which shall run with the Property, and shall 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

1.01 "Architectural Review Committee" or "ARC" means and refers to the committee established by the Board of Directors of Clarion Oaks Homeowner's Association, Inc. pursuant to the Bylaws.

Rec Fee \$ 69.00 MARTHA O. HAYNIE,  
Add Fee \$ 9.00 Orange County  
Doc Tax \$ — Comptroller  
Int Tax \$ — By MSK  
Total \$ 78.00 Deputy Clerk

Tom Scanlon  
Carlton, Fields, Wards, Emmanuel,  
Smith & Cutler, P.A.  
P. O. Box 1171  
Orlando, Florida 32802

Prepared By & Returned to:

1.02 "Articles and Bylaws" means and refers to the Articles of Incorporation and Bylaws of the Association as they exist from time to time.

1.03 "Association" means and refers to CLARION OAKS HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

1.04 "Board" means the Board of Directors of the Association.

1.05 "Common Area" means and refers to all Property, other than the Lots. The Common Area shall be owned by the Association for the common use and enjoyment of the Owners, their assigns and invitees.

1.06 "Lot" means and refers to the lots subject to individual ownership as designated and shown on the plat of Clarion Oaks as recorded in the Public Records of Orange County, Florida, together with all improvements thereon.

1.07 "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot in Clarion Oaks.

1.08 "Property" means and refers to that certain real property shown on the plat of Clarion Oaks recorded in Plat Book 25, Page 123, 124 of the Public Records of Orange County, Florida, together with all improvements thereon and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II  
COMMON AREA

2.01 Every Owner shall have a right and easement of enjoyment in and to the Common Area, together with a nonexclusive easement of ingress and egress over the roads described in the Plat of Clarion Oaks recorded in the Public Records of Orange County, Florida, which shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the upkeep, maintenance and repair of the Common Area and any facility situated thereon;

(b) The right of the Association to dedicate or transfer or grant an easement or property rights to all or any part of the Common Area to any public or private agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association;

(c) The right of the Association to promulgate and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Area.

2.02 There shall be no subdivision or partition of the Common Area. No structure, plants or other material may be placed or permitted to remain in the Common Area which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the Common Area.

ARTICLE III  
THE ASSOCIATION

3.01 Every person or entity who is an Owner, shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of any Lot. The Association shall be governed by the provisions of the Articles and Bylaws.

ARTICLE IV  
ASSESSMENTS

4.01 Each Owner, by acceptance of a deed therefor, whether or not so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall be deemed to covenant and agree to pay to the Association all annual assessments and all special assessments which are levied by the Association. All annual and special assessments, and the cost of collection thereof (including interest and reasonable attorneys' fees), shall be a charge on the land and a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area, by abandonment or otherwise; provided, however that the Declarant shall not be liable for assessments against any Lots owned by the Declarant.

4.02 The annual and special assessments levied by the Association shall be used exclusively for the repair and

maintenance of the Property and for promoting the health, safety and welfare of the Owners pursuant to the Articles and Bylaws.

4.03 All regular and special assessments shall be at a uniform rate for each Lot.

4.04 If any assessment is not paid within thirty (30) days of the date when due, such assessment shall then become delinquent and shall, together with interest thereon, at the rate of 18% per annum, and the cost of collection thereof, become a continuing lien on the Lot(s) against which such assessment is made and shall also be a continuing personal obligation of the Owner(s) against whom the assessment is levied. The Association may bring an action to foreclose the lien against the Lot(s).

4.05 The lien of the Association for any delinquent assessment shall be subordinate to a bank, life insurance company, federal or state savings and loan association, or other institutional mortgage. Such subordination shall apply only to assessments which have become due and payable prior to the sale or transfer of a Lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, but shall not relieve any Owner from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

4.06 Any Owner who does not pay any assessment within thirty (30) days of the date when due shall be ineligible to use any property of the Association as long as such delinquency continues.

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ARTICLE V  
MAINTENANCE

5.01 The Association shall have the following duties and obligations with respect to the Property:

(a) Maintenance, landscaping and repair of the Common Area;

(b) Maintenance and repair of all storm drains, lakes and drainage courses, retention areas, private roads, utility easements, sewer treatment plants, county hookups and sprinkler systems in the Common Area;

(c) Painting of the exterior walls, common walls, fences and entry gates that are part of or attendant to the Common Area;

(d) Hiring employees necessary to accomplish the duties set forth in this Declaration;

(e) Maintaining fire, extended coverage, liability, and worker's compensation insurance, and any other insurance in such amounts as deemed necessary by the Board;

(f) Acquiring equipment for the maintenance and repair of the Common Area as may be determined by the Board;

(g) Obtaining other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, or insurance which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be

necessary or proper in the opinion of the Board for the operation of the Property, for the benefit of the Owners, or for the enforcement of this Declaration.

5.02 With the exception of those responsibilities specifically conferred on the Association, each Lot shall be maintained and repaired, at the Owner's sole cost and expense, in a condition comparable to its condition at the time of its initial construction, reasonable wear and tear excepted.

5.03 In the event that any of the improvements located in the Property are destroyed or damaged as a result of any cause, including, but not limited to fire, windstorm, flood or tornado, the Owner of such improvements or the Association if the damaged property shall be located within the Common Area, shall cause repair or replacement of such improvements to be commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within six (6) months thereafter, or as soon as reasonably practicable. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and boundary of the original improvements.

5.04 In the event that the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 5.03, then in that event, the Association shall be deemed to have been granted the right by the Owner to

commence and complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specification of the original improvements.

5.05 In the event that the Association exercises the rights afforded to it in Section 5.04, the Owner of the subject Lot shall be deemed to have assigned to the Association any right the Owner may have to insurance proceeds that may be available to the Owner arising from the damage or destruction of the improvements. For this purpose, each Owner agrees to provide for the Association to be named as a co-insured under any hazard and flood insurance policy relating to his Lot and the improvements constructed thereon. Further, the Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the improvements provided for above, taking into account local construction costs and property values as they may, from time to time, exist. In the event that an Owner refuses to increase such insurance coverage deemed reasonably necessary by the Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason, causes the same to become null and void, the Association may purchase whatever coverage it deems necessary for the Association's benefit. The costs so incurred by the Association shall become due and payable in all respects, together with interest, reasonable attorneys' fees and cost of collection, as provided for in connection with the other assessments of the



Association, and shall be subordinate to mortgage liens as is provided by Section 4.05, above.

5.06 For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at all reasonable hours.

#### ARTICLE VI

##### ARCHITECTURAL CONTROL

6.01 No improvement, addition, deletion, or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, drain, disposal system, aerial, antenna or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change, alteration, repair or replacement therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Architectural Review Committee.

6.02 The Board shall promulgate and adopt residential planning criteria for the Property for the purpose of protecting the value of the Property and providing for the health, safety and welfare of the Owners. When the residential planning criteria have been adopted by the Board they shall be applicable to the Property as if fully set forth herein. The residential planning criteria may be amended from time to time by the Board.

ARTICLE VII  
USE RESTRICTIONS

7.01 Lots may be used for single family residential living units and for no other purpose. No Lot shall be divided, subdivided, partitioned or reduced in size.

7.02 No building shall be located on any Lot nearer than 25 feet to the front lot line or nearer than 15 feet to any side street line. No building shall be located nearer than 7.5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another Lot. If there is any conflict between this covenant and zoning regulations of the proper governing authority, said zoning regulations shall apply.

7.03 Maintenance and landscaping of each Lot including the area of each Lot outside the improvements located thereon shall be the responsibility of the Owner.

7.04 No tents, trailers, shacks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or the Common Area without the prior written consent of the Board.

7.05 No boats, recreational vehicles or commercial vehicles, shall be placed, parked or stored upon a Lot for a period greater

than 48 hours unless not visible from the street. Inoperable vehicles or vehicles under repair for a period longer than twenty-four hours may be placed, kept or stored upon the Property only if in a closed garage. No vehicle shall be parked on a road within the Property for a period longer than eight hours.

7.06 No fence or hedge shall be placed or erected unless it conforms with the style of the development and the prior written consent of the Architectural Review Committee has been obtained.

7.07 No portion of any Lot or the Common Area shall be used as a drying or hanging area for laundry of any kind.

7.08 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the Common Area. However, dogs, cats and other common household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes. No animals shall be allowed to run loose at any time.

7.09 All rubbish, trash, garbage or other waste materials shall be kept in sanitary containers. Sanitary containers shall not be placed in public view except for a reasonable period for refuse pickup to be accomplished.

7.10 Nothing shall be done or maintained on the Property which may be or become illegal, harmful or a nuisance.

7.11 No sign of any kind shall be displayed to public view on any Lot or the Common Area, except a sign identifying the Property, street or traffic control signs and a lot numbering

system as established by the Declarant or the Board.

Notwithstanding any of the foregoing, Owners shall be permitted to display a "For Sale" sign, not to exceed 24" by 12".

7.12 Nothing shall be altered in, constructed on or removed from the Common Area except upon the prior written consent of the Board.

7.13 Nothing in this Declaration shall be understood or construed to prevent the Declarant, its agents and employees, from doing whatever may be reasonable, necessary or advisable for the completion of improvements on the Property and the sale and establishment of the Property as a residential community.

#### ARTICLE VIII

##### EASEMENTS

8.01 This Declaration is subordinate to and will be subordinated without the necessity of any other instrument to an easement or easements given or to be given by the Declarant covering the basic electric, gas, water, sewer and drainage systems to be installed on the Property, together with an easement or easements given or to be given by the Declarant for cable television, telephone and any other public or quasi-public utility for the installation and maintenance of service lines on the Property. In addition, for so long as the Declarant is engaged in construction activities, the Owners herewith grant to the Declarant, its agents and invitees, access through and across the Lots for the purpose of access and entry onto other Lots and

Common Area for the purpose of completing construction of the same.

8.03 Each Owner, by acceptance of a deed to a Lot, grants to each other Owner and to the Association an easement upon, over, under and across the Owner's Lot for the purpose of maintaining, installing, repairing, altering and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, power lines, telephone service, gas lines, syphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners and to the Property.

8.04 There shall be reciprocal appurtenant easements of encroachment and maintenance as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point. However, in no event shall an

easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

ARTICLE IX  
ENFORCEMENT

The provisions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Declarant, the Association, and the aggrieved Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of this Declaration and to prevent the violation or breach thereof. The expense of such litigation shall be borne by the Owner(s) against whom such action is brought, provided such proceeding results in a finding that such Owner(s) was in violation of the terms of this Declaration. Expenses of litigation shall include reasonable attorneys' fees incurred both at trial and on appeal.

ARTICLE X

NOTICE

Any notices required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the address of the Owner on the records of the Association at the time of such mailing.

ARTICLE XI

AMENDMENT

This Declaration may be amended at any time upon the affirmative vote of not less than two-thirds (2/3) of the Owners, provided that so long as the Declarant is the Owner of any Lot, no amendment will be effective without the Declarant's express written joinder and consent. Provided, however, that any amendment which would affect the surface water management system, including the water management portion of the Common Area, must have the prior approval of the South Florida Water Management District.

ARTICLE XII

GENERAL PROVISIONS

13.01 Whenever the singular is used it shall include the plural and use of the plural shall include the singular. The use of any gender shall include all genders.

13.02 This Declaration shall become effective upon recording in the Public Records of Orange County, Florida. The Declarant reserves the right to amend this Declaration at any time in order

to correct errors or omissions, so long as any such amendment does not materially limit or alter the rights of any Owner holding title to a Lot or the lien of any person or entity holding a mortgage on any Lot. Any amendment shall relate back to and become effective as of the date of recording of this Declaration.

ARTICLE XIII

SEVERABILITY

Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any other provision hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed on the date first above written.

Signed in the presence of:

*W. Allen L. Coleman*  
*[Signature]*

BOLIN DEVELOPMENT, INC.

By: *[Signature]*  
President

OR 4176 PG 3062

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared Ted A. Bolin, as President of BOLIN DEVELOPMENT, INC., a Florida corporation, and he acknowledged before me that he executed the foregoing instrument on behalf of said Corporation, this 18 day of Jan., 1990.

(SEAL)

*Shirley Knight*  
Notary Public  
My Commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES 03/31/1990  
ISSUED THROUGH FASTER AGENCY INC



ORL: 176 PG 3063

STATE OF FLORIDA — COUNTY OF ORANGE  
I HEREBY CERTIFY that this is a copy of  
the document as recorded in this office.

MARTHA O. HAYWEE County Comptroller

By: *M. Haywee*, D.C.

Dated DEC 28 1990

RECORDED & RECORDED

*Martha O. Haywee*

County Comptroller, Orange Co., FL

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

FOR

CLARION OAKS

3551354 ORANGE CO. FL.  
08:50:40AM 07/06/90

OR4198 PG1077

MARTHA O. HAYNIE  
Oranger County  
Comptroller  
By *MSB*  
Deputy Clerk

Rec Fee \$ 13.00  
Add Fee \$ 2.00  
Doc Tax \$  
Int Tax \$  
Tot i \$ 15.00

WHEREAS THE DECLARATION of Covenants, Conditions and Restrictions for Clarion Oaks ("Declaration"), was recorded on April 19, 1990 by Bolin Development, Inc., a Florida corporation, hereinafter referred to as "Declarant."

WHEREAS, Declarant wishes to amend the Declaration as it pertains to the Storm Water Management System and the St. Johns River Water Management District;

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, easements, and restrictions, which shall run with the Property, and shall 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.

Amendment 1. The following shall be added to ARTICLE I:

1.09 "Storm Water 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, overdrainage, 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.

Amendment 2. The following shall be added to ARTICLE IV:

4.07 The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Storm Water Management System. The assessment shall be used for the maintenance and repair of the Storm Water Management System including but not limited to work within retention areas, drainage structures and drainage easements.

Amendment 3. The following shall be added to ARTICLE V:

5.07 The Association shall be responsible for the maintenance, operation and repair of the Storm Water Management System. Maintenance of the Storm Water Management System shall mean the exercise of practices which allow the System to provide drainage, water storage, conveyance or other Storm Water Management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair and construction of the Storm Water Management Systems shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Amendment 4. The following shall be added to ARTICLE IX:

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 Storm Water Management System.

Amendment 5. The last sentence in the paragraph shall be deleted from Article XI and shall be replaced with:

Provided, however, that any Amendment that would affect the Storm Water Management System, beyond maintenance in its original condition, including the water management portion of the common area, must have the prior approval of the St. Johns River Water Management District.

IN WITNESS WHEREOF, the Declarant has executed this document on this 27 day of June, 1990.

[Signature]  
[Signature]

BOLIN DEVELOPMENT, INC.

By: [Signature]  
President

STATE OF FLORIDA  
COUNTY OF ORANGE

OR4198 PG1079

BEFORE ME, the undersigned authority, personally appeared Ted A. Bolin, as President of BOLIN DEVELOPMENT, INC., a Florida corporation, and he acknowledged before me that he executed the foregoing instrument on behalf of said Corporation, this 27 day of June, 1990.

(SEAL)

[Signature]  
Notary Public  
My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 29, 1990  
BONDED THROUGH ASHTON AGENCY INC



STATE OF FLORIDA -- COUNTY OF ORANGE  
I HEREBY CERTIFY that this is a copy of the above set as recorded in this office.

MARIONA G. [Signature] County Controller  
By: [Signature], D.C.

Dated DEC 28 1990

RECORDED & RECORD TARIFF

[Signature]  
County Comptroller, Orange Co., FL

THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:  
ROBERT C. WHELAN, JR.  
P. O. Box 1121  
Orlando, Florida 32802

Rec. F. \$ 28.00 MARTHA O. HAYNIE,  
 Adm. Fee \$ 2.50 Orange County  
 Doc. Tax \$ \_\_\_\_\_ Comptroller  
 Int. Tax \$ \_\_\_\_\_ By [Signature]  
 Total \$ 30.50 Deputy Clerk

3597025 ORANGE CO. FL.  
 11:28:00AM 09/10/90

AMENDED AND RESTATED DECLARATION OF  
 COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR CLARION OAKS

DR4215 PG4870

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Clarion Oaks ("Declaration"), was recorded by Bolin Development, Inc., a Florida corporation, hereinafter referred to as "Declarant" on April 19, 1990 in Official Records Book 4176, Page 3047, of the Public Records of Orange County, Florida;

WHEREAS, Declarant amended the Declaration by the Amendment to Declaration of Covenants, Conditions and Restrictions for Clarion Oaks, recorded on July 6, 1990 in Official Records Book 4198, Page 1077, of the Public Records of Orange County, Florida;

WHEREAS, Declarant wishes to further amend the Declaration as it pertains to the U.S. Department of Housing and Urban Development;

WHEREAS, Declarant wishes to restate the Declaration for clarity to include all amendments;

NOW THEREFORE, Declarant hereby declares that the property more particularly described herein (the "Property") shall be held, sold and conveyed subject to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Clarion Oaks, which shall run with the property, and shall 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.

*Handwritten signature/initials on the left margin.*

THIS INSTRUMENT WAS PREPARED BY  
 \_\_\_\_\_  
 \_\_\_\_\_  
 P. O. Box 1171  
 Orlando, Florida 32802

ARTICLE I  
DEFINITIONS

1.01 "Architectural Review Committee" or "ARC" means and refers to the committee established by the Board of Directors of Clarion Oaks Homeowner's Association, Inc. pursuant to the Bylaws.

1.02 "Articles and Bylaws" means and refers to the Articles of Incorporation and Bylaws of the Association as they exist from time to time.

1.03 "Association" means and refers to CLARION OAKS HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

1.04 "Board" means the Board of Directors of the Association.

1.05 "Common Area" means and refers to all Property, other than the Lots. The Common Area shall be owned by the Association for the common use and enjoyment of the Owners, their assigns and invitees.

1.06 "Lot" means and refers to the lots subject to individual ownership as designated and shown on the plat of Clarion Oaks as recorded in the Public Records of Orange County, Florida, together with all improvements thereon.

1.07 "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot in Clarion Oaks.

1.08 "Property" means and refers to that certain real property shown on the plat of Clarion Oaks recorded in Plat Book 25, Page 123, 124 of the Public Records of Orange County,

Florida, together with all improvements thereon and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.09 "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, overdrainage, 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

### COMMON AREA

2.01 Every Owner shall have a right and easement of enjoyment in and to the Common Area, together with a nonexclusive easement of ingress and egress over the roads described in the Plat of Clarion Oaks recorded in the Public Records of Orange County, Florida, which shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the upkeep, maintenance and repair of the Common Area and any facility situated thereon;

(b) The right of the Association to dedicate or transfer or grant an easement or property rights to all or any part of the Common Area to any public or private agency, authority, or utility for such purposes and subject to such

conditions as may be agreed to by the Association, however the Common Area cannot be mortgaged or conveyed without the consent of at least 2/3 of the lot owners (excluding the developer);

(c) The right of the Association to promulgate and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Area.

2.02 There shall be no subdivision or partition of the Common Area. No structure, plants or other material may be placed or permitted to remain in the Common Area which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the Common Area.

2.03 The common areas shall at the time of conveyance to the Association be free and clear of all encumbrances.

### ARTICLE III

#### THE ASSOCIATION

3.01 Every person or entity who is an Owner, shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of any Lot. The Association shall be governed by the provisions of the Articles and Bylaws.



## ARTICLE IV

### ASSESSMENTS

4.01 Each Owner, by acceptance of a deed therefor, whether or not so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall be deemed to covenant and agree to pay to the Association all annual assessments and all special assessments which are levied by the Association. All annual and special assessments, and the cost of collection thereof (including interest and reasonable attorneys' fees), shall be a charge on the land and a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area, by abandonment or otherwise; provided, however that the Declarant shall not be liable for assessments against any Lots owned by the Declarant.

4.02 The annual and special assessments levied by the Association shall be used exclusively for the repair and maintenance of the Property and for promoting the health, safety and welfare of the Owners pursuant to the Articles and Bylaws.

4.03 The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the stormwater management system. The assessments shall be used for the maintenance and repair of the stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

BR/216 PG4874

4.04 All regular and special assessments shall be at a uniform rate for each Lot.

4.05 If any assessment is not paid within thirty (30) days of the date when due, such assessment shall then become delinquent and shall, together with interest thereon, at the rate of 18½ per annum, and the cost of collection thereof, become a continuing lien on the Lot(s) against which such assessment is made and shall also be a continuing personal obligation of the Owner(s) against whom the assessment is levied. The Association may bring an action to foreclose the lien against the Lot(s).

4.06 The lien of the Association for any delinquent assessment shall be subordinate to a bank, life insurance company, federal or state savings and loan association, or other institutional mortgage. Such subordination shall apply only to assessments which have become due and payable prior to the sale or transfer of a Lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, but shall not relieve any Owner from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

4.07 Any Owner who does not pay any assessment within thirty (30) days of the date when due shall be ineligible to use any property of the Association as long as such delinquency continues.

4.08 Failure to pay assessments does not constitute a default under an insured mortgage.

ARTICLE V

MAINTENANCE

5.01 The Association shall have the following duties and obligations with respect to the Property:

(a) Maintenance, landscaping and repair of the Common Area;

(b) Maintenance and repair of all storm drains, lakes and drainage courses, retention areas, private roads, utility easements, sewer treatment plants, county hookups and sprinkler systems in the Common Area;

(c) Painting of the exterior walls, common walls, fences and entry gates that are part of or attendant to the Common Area;

(d) Hiring employees necessary to accomplish the duties set forth in this Declaration;

(e) Maintaining fire, extended coverage, liability, and worker's compensation insurance, and any other insurance in such amounts as deemed necessary by the Board;

(f) Acquiring equipment for the maintenance and repair of the Common Area as may be determined by the Board;

(g) Obtaining other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, or insurance which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the

operation of the Property, for the benefit of the Owners, or for the enforcement of this Declaration.

5.02 The Association shall be responsible for the maintenance, operation and repair of the stormwater management system. Maintenance of the stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or construction of the stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

5.03 With the exception of those responsibilities specifically conferred on the Association, each Lot shall be maintained and repaired, at the Owner's sole cost and expense, in a condition comparable to its condition at the time of its initial construction, reasonable wear and tear excepted.

5.04 In the event that any of the improvements located in the Property are destroyed or damaged as a result of any cause, including, but not limited to fire, windstorm, flood or tornado, the Owner of such improvements or the Association if the damaged property shall be located within the Common Area, shall cause repair or replacement of such improvements to be commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within six (6) months thereafter, or as soon as reasonably practicable. All

such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and boundary of the original improvements.

5.05 In the event that the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 5.03, then in that event, the Association shall be deemed to have been granted the right by the Owner to commence and complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specification of the original improvements.

5.06 In the event that the Association exercises the rights afforded to it in Section 5.04, the Owner of the subject Lot shall be deemed to have assigned to the Association any right the Owner may have to insurance proceeds that may be available to the Owner arising from the damage or destruction of the improvements. For this purpose, each Owner agrees to provide for the Association to be named as a co-insured under any hazard and flood insurance policy relating to his Lot and the improvements constructed thereon. Further, the Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the improvements provided for above, taking into account local construction costs and property values as they may, from time to time, exist. In the event that an Owner refuses to increase such insurance coverage deemed reasonably necessary by the Association, or if the Owner allows

IR4216 PG4878

the required insurance coverage to lapse, or for some other reason, causes the same to become null and void, the Association may purchase whatever coverage it deems necessary for the Association's benefit. The costs so incurred by the Association shall become due and payable in all respects, together with interest, reasonable attorneys' fees and cost of collection, as provided for in connection with the other assessments of the Association, and shall be subordinate to mortgage liens as is provided by Section 4.05, above.

5.07 For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at all reasonable hours.

#### ARTICLE VI

#### ARCHITECTURAL CONTROL

IR-218 PG4879

6.01 No improvement, addition, deletion, or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, drain, disposal system, aerial, antenna or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change, alteration, repair or replacement therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Architectural Review Committee.

6.02 The Board shall promulgate and adopt residential planning criteria for the Property for the purpose of protecting the value of the Property and providing for the health, safety

and welfare of the Owners. When the residential planning criteria have been adopted by the Board they shall be applicable to the Property as if fully set forth herein. The residential planning criteria may be amended from time to time by the Board.

## ARTICLE VII

14215 PG4880

### USE RESTRICTIONS

7.01 Lots may be used for single family residential living units and for no other purpose. No Lot shall be divided, subdivided, partitioned or reduced in size.

7.02 No building shall be located on any Lot nearer than 25 feet to the front lot line or nearer than 15 feet to any side street line. No building shall be located nearer than 7.5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another Lot. If there is any conflict between this covenant and zoning regulations of the proper governing authority, said zoning regulations shall apply.

7.03 Maintenance and landscaping of each Lot including the area of each Lot outside the improvements located thereon shall be the responsibility of the Owner.

7.04 No tents, trailers, shacks, temporary or accessory buildings or structures shall be erected or permitted to remain

on any Lot or the Common Area without the prior written consent of the Board.

7.05 No boats, recreational vehicles or commercial vehicles, shall be placed, parked or stored upon a Lot for a period greater than 48 hours unless not visible from the street. Inoperable vehicles or vehicles under repair for a period longer than twenty-four hours may be placed, kept or stored upon the Property only if in a closed garage. No vehicle shall be parked on a road within the Property for a period longer than eight hours.

7.06 No fence or hedge shall be placed or erected unless it conforms with the style of the development and the prior written consent of the Architectural Review Committee has been obtained.

7.07 No portion of any Lot or the Common Area shall be used as a drying or hanging area for laundry of any kind.

7.08 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the Common Area. However, dogs, cats and other common household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes. No animals shall be allowed to run loose at any time.

7.09 All rubbish, trash, garbage or other waste materials shall be kept in sanitary containers. Sanitary containers shall not be placed in public view except for a reasonable period for refuse pickup to be accomplished.

7.10 Nothing shall be done or maintained on the Property which may be or become illegal, harmful or a nuisance.



7.11 No sign of any kind shall be displayed to public view on any Lot or the Common Area, except a sign identifying the Property, street or traffic control signs and a lot numbering system as established by the Declarant or the Board.

Notwithstanding any of the foregoing, Owners shall be permitted to display a "For Sale" sign, not to exceed 24" by 12".

7.12 Nothing shall be altered in, constructed on or removed from the Common Area except upon the prior written consent of the Board.

7.13 Nothing in this Declaration shall be understood or construed to prevent the Declarant, its agents and employees, from doing whatever may be reasonable, necessary or advisable for the completion of improvements on the Property and the sale and establishment of the Property as a residential community.

#### ARTICLE VIII

OR4216 864882

#### EASEMENTS

8.01 This Declaration is subordinate to and will be subordinated without the necessity of any other instrument to an easement or easements given or to be given by the Declarant covering the basic electric, gas, water, sewer and drainage systems to be installed on the Property, together with an easement or easements given or to be given by the Declarant for cable television, telephone and any other public or quasi-public utility for the installation and maintenance of service lines on the Property. In addition, for so long as the Declarant is engaged in construction activities, the Owners herewith grant to

the Declarant, its agents and invitees, access through and across the Lots for the purpose of access and entry onto other Lots and Common Area for the purpose of completing construction of the same.

8.03 Each Owner, by acceptance of a deed to a Lot, grants to each other Owner and to the Association an easement upon, over, under and across the Owner's Lot for the purpose of maintaining, installing, repairing, altering and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, power lines, telephone service, gas lines, syphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners and to the Property.

8.04 There shall be reciprocal appurtenant easements of encroachment and maintenance as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to

the Declarant, its agents and invitees, access through and across the Lots for the purpose of access and entry onto other Lots and Common Area for the purpose of completing construction of the same.

8.03 Each Owner, by acceptance of a deed to a Lot, grants to each other Owner and to the Association an easement upon, over, under and across the Owner's Lot for the purpose of maintaining, installing, repairing, altering and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, power lines, telephone service, gas lines, syphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners and to the Property.

8.04 There shall be reciprocal appurtenant easements of encroachment and maintenance as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to

such boundary at such point. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

#### ARTICLE IX

#### ENFORCEMENT

The provisions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Declarant, the Association, and the aggrieved Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of this Declaration and to prevent the violation or breach thereof. The expense of such litigation shall be borne by the Owner(s) against whom such action is brought, provided such proceeding results in a finding that such Owner(s) was in violation of the terms of this

Declaration. Expenses of litigation shall include reasonable attorneys' fees incurred both at trial and on appeal.

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 stormwater management system.

#### ARTICLE X

##### NOTICE

Any notices required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the address of the Owner on the records of the Association at the time of such mailing.

#### ARTICLE XI

JR4216 PG4885

##### AMENDMENT

This Declaration may be amended at any time upon the affirmative vote of not less than two-thirds (2/3) of the Owners, provided that so long as the Declarant is the Owner of any Lot, no amendment will be effective without the Declarant's express written joinder and consent. Provided, however, that any amendment which would affect the storm water management system, beyond maintenance in its original condition, including the water management portions of the Common Area, must have the prior approval of the St. Johns River Water Management District.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed on the date first above written.

Signed in the presence of:

Gloria L. Geel  
Rinda Knight

BOLIN DEVELOPMENT, INC.  
By: [Signature]  
President

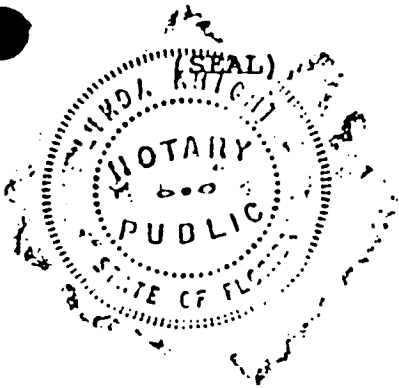
STATE OF FLORIDA  
COUNTY OF ORANGE

IR 4216 PG 4887

BEFORE ME, the undersigned authority, personally appeared Ted A. Bolin, as President of BOLIN DEVELOPMENT, INC., a Florida corporation, and he acknowledged before me that he executed the foregoing instrument on behalf of said Corporation, this 30 day of August, 1990.

Rinda Knight  
Notary Public  
My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 29, 1990  
BONDED THROUGH ASHTON AGENCY INC



RECORDED & RECORD VERIFIED  
Martha O. Haynie  
County Comptroller, Orange Co., FL

STATE OF FLORIDA — COUNTY OF ORANGE  
I HEREBY CERTIFY that this is a copy of the document as recorded in this office.  
MARTHA O. HAYNIE, County Comptroller  
By: [Signature], D.C.  
Dated DEC 28 1990