

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.
RECORDED & VERIFIED

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This instrument prepared by
and recorded copies sent to:
Rosa Eckstein, Esq.
WEISENFELD & ASSOCIATES, P.A.
799 Brickell Plaza, Suite 900
Miami, Florida 33131

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR CHAPMAN GROVES

THIS DECLARATION is made this 18 day of August, 1994,
by LANDSTAR DEVELOPMENT CORPORATION, a Florida corporation
(hereinafter called "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the developer of certain lands more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference which have been platted as CHAPMAN GROVES (the "Property"); and

WHEREAS, Developer desires to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of the Property; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the Property, and to this end desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which are for the benefit of the Property and each Owner, as hereinafter defined; and

WHEREAS, to achieve these purposes, Developer deems it desirable to create an association to which shall be delegated and assigned the powers of owning, maintaining and administering common properties and facilities as well as administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereafter created, along with promoting the health, safety and welfare of all Owners; and

WHEREAS, Developer has incorporated under the laws of the State of Florida the CHAPMAN GROVES HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit, for the purpose of exercising all of the functions stated herein.

NOW, THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

ARTICLE I - DEFINITIONS

Section 1: "Association" shall mean and refer to CHAPMAN GROVES HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit

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corporation, its successors and assigns and shall be a homeowner association, not a condominium formed pursuant to Chapter 718 of the Florida Statutes.

Section 2: "Board" shall mean and refer to the Board of Directors of the Association, its successors and assigns.

Section 3: "City of Oviedo" shall mean to the City of Oviedo, Florida.

Section 4: "Common Area" shall mean and refer to those areas of land, together with any improvements thereon, other than the Lots, conveyed to the Association and which are intended to be devoted to the common use and enjoyment of the Owners, and which shall include, by way of example and not limitation, Tracts "A", "B", "C", "D", and "E" as shown on the plat of the Property and to the brick wall (the "Wall") and landscaping between the Wall and the right of way for Chapman Road which has been or will be placed within the landscape and utility easement on the rear of each Lot that abuts Chapman Road. The Wall will be repaired and replaced, as needed, by the Association and no Owner of a Lot shall alter the Wall or interfere with or hinder the Association in its performance of its maintenance and repair duties required hereunder. The wooden fence that abuts Lots 12 through 26 and Lots 53 through 56 and is situated within a 7.5 foot fence easement will also be repaired and replaced, as needed, by the Association and no Owner of a Lot shall alter the wooden fence or interfere with or hinder the Association in its performance of its maintenance and repair duties required hereunder.

Section 5: "Declaration" shall mean the covenants, conditions and restrictions and all other provisions hereinafter set forth in this entire document, as the same may from time to time be amended.

Section 6: "Developer" shall mean and refer to Landstar Development Corporation, its successors or assigns, if specifically so identified by an instrument in writing executed by Developer and recorded in the Public Records of Seminole County, Florida and shall not include any Class A Owner who has purchased a Lot from the Developer.

Section 7: "FHA/VA" shall mean the Federal Housing Authority and the Veterans' Administration.

Section 8: "First Union Mortgage" shall mean and refer to the mortgage between Landstar Development Corporation, a Florida corporation, and First Union National Bank of Florida, a national banking association, recorded in Official Records Book 2773, at Page 1307, of the Public Records of Seminole County, Florida.

Section 9: "General Plan of Development" shall mean the plan for development of the Property as approved by appropriate governmental

agencies, as the same may be amended with approval by the governmental agencies involved.

Section 10: "Household Pet" shall mean dog, cat, fish or other domesticated animal.

Section 11: "Living Unit" shall mean and refer to each single-family residential unit comprised of improvements and land as the same shall be more particularly described in each deed from the Developer to each Owner.

Section 12: "Lot" shall mean any parcel of land shown upon any recorded subdivision map or plat of the Property upon which is located or in the future will be located a Living Unit.

Section 13: "Maintenance" shall mean, but not be limited to, cleanup, landscaping and grounds care, repair and structural upkeep of the Common Area.

Section 14: "MSTU" shall mean a Municipal Service Taxing Unit established in conjunction with the City of Oviedo, Florida.

Section 15: "Owner" shall mean and refer to the record owner, its successors and assigns, whether one or more persons or entities, as shown by the records of the Association or the Public Records of Seminole County, of the fee simple title to any Lot. Notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to a foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Section 16: "Property" shall mean and refer to all real property which becomes subject to the Declaration.

Section 17: "Seminole County" shall mean and refer to Seminole County, Florida.

Section 18: "Surface Water or Stormwater Management System" shall mean and refer to a system which is designed and constructed to control the discharge of water caused by rainfall, and which shall incorporate methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution which would otherwise affect the quantity and quality of discharges of water from the system.

ARTICLE II - PROPERTY SUBJECT OF THIS DECLARATION
AND LIMITATION

Section 1: Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Seminole County, Florida.

Section 2: Limitation. None of the terms and condition of this Declaration shall apply to any property not described with particularity herein or in any amendments or supplement hereto.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1: Members. Every Owner, including the Developer, of Lot which is subject by covenant of record to assessment by the Association shall be a mandatory member of the Association and by acceptance of a deed or other instrument evidencing ownership interest, each Owner accepts membership in the Association and agrees to abide by and be bound by the provisions of this Declaration. Membership shall be appurtenant to, and may not be separated from, the ownership of any Lot. Transfer of ownership of any Lot shall terminate membership in the Association and said membership shall be vested in the transferee.

Section 2: Membership Classification and Voting Rights. The Association shall have two (2) classes of voting membership:

Class A - Class A member(s) shall be all Owners with the exception of Developer (provided that Class B membership continues to exist), and each Class A member shall be entitled to one (1) vote for each Lot owned. There shall be no cumulative voting. At such time as Developer's Class B membership is converted to Class A membership in accordance with the provisions hereafter contained, Developer shall likewise be a Class A member and entitled to one (1) vote for each Lot owned.

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

- (a) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership; or
- (b) on December 31, 2000.

Section 3: Multiple Owners. If a Lot is owned by one (1) person, the right to vote shall be established by the recorded deed or other instrument establishing title to the Lot. If a Lot is owned by more than one (1) person, the person entitled to cast the vote for the Lot shall be designated in a Certificate, signed by all of the record owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, or other legal entity, the officer, employee or other representative thereof

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entitled to cast the vote of the corporation or other legal entity shall be designated in a Certificate for this purpose signed by the President, Vice President, or other authorized signatory and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a Lot shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a Lot owned by more than one (1) person, by a corporation or other legal entity, the vote of the Lot concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Lot, unless the Lot is owned by a husband and wife. Such Certificates shall be valid until revoked, superseded by a subsequent Certificate, or a change in the ownership of the Lot takes place.

If a Lot is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

A. They may, but they shall not be required to, designate a voting member.

B. If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

C. Where they do not designate a voting member and only one (1) is present at a meeting, the person present may cast the Lot vote just as though he or she owned the Lot individually and without establishing the concurrence of the absent person.

No cumulative voting is permitted.

Unless otherwise specifically defined herein, any reference in this Declaration to the vote or consent of members shall mean the required number or percentage of votes of Lots.

ARTICLE IV - COMMON AREA

Section 1: Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive maintenance of the Common Area and shall keep the same in good, clean, attractive order and repair.

The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or

Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which is appurtenant to the title to a Lot.

Section 3: Mortgage of Common Area. The Common Area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Owners (excluding the Developer).

ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation Assessments.

A. 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 Association the annual general assessments or charges. Each such assessment, together with interest or delinquency fees thereon and costs and reasonable attorneys' fees incurred by the Association in connection with the collection thereof as provided herein, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. The lien shall be evidenced by an instrument executed by the Association and recorded among the Public Records of Seminole County, Florida, and shall be enforced in the manner provided by law for the enforcement of mechanics' and materialmen's liens. Each such assessment, together with interest thereon, costs, and reasonable attorneys' fees as described above, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time the assessment became due and payable. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

B. The Developer shall be obligated to pay assessments only with respect to Lots with Living Units upon which it has completed construction as evidenced by the issuance of a Certificate of Occupancy by the City of Oviedo, Florida, Building and Zoning Department and Developer retains title thereto for a period of six (6) months after the issuance of said Certificate of Occupancy. In that event, Developer shall be entitled, if it so elects, to provide services and/or materials and receive credit for the value of same toward any assessments due from said Lot rather than making such contributions as might be due from it in cash.

Section 2: Annual General Assessment.

A. Purpose of Assessment. The annual general assessment levied by the Association shall be used for the maintenance, repair and replacement of the Common Area.

B. Basis for Assessment. Each Lot which has been conveyed to an Owner shall be assessed at a uniform rate.

C. Determination of Common Expenses and Fixing of Assessments Therefor: The Board shall from time to time, and at least annually, prepare and adopt a budget for the Association, determine the amount of assessments for Association expenses payable by the Lot Owners to meet the expenses of the Association, and allocate and assess such expenses among the Lot Owners in accordance with the provisions of this Declaration and the Bylaws. The Association shall notify all Owners, in writing, of the amount and due dates of assessments for Association expenses payable by each of them.

D. Maximum Annual Assessment. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Developer, the maximum annual general assessment may be increased each year by not more than fifteen percent (15%) above the sum of: (a) the maximum annual general assessment for the previous year, adjusted to reflect price increases based on the U.S. Government's current Consumer Price Index, plus (b) increases mandated by governmental agencies and/or increased costs incurred to obtain Services for the Property. The maximum general assessment may increase by more than the previously stated amount with a vote of more than fifty percent (50%) of the total votes of the members who are present in person or by proxy at a meeting considering such an increase.

E. Method of Assessment. The Board of Directors shall set the date such assessments shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of any one (1) or more installments by any Owner, the entire balance of said annual assessment may be accelerated, as to the said Owner and Lot, at the option of the Board, with the same being declared immediately due and payable in full.

Section 3: Date of Commencement of Annual Assessments. The annual assessment provided for herein shall commence with respect to assessable Lots on the date of the conveyance of the first Lot from the Developer to an Owner. The initial periodic assessment on any assessable Lot shall be collected at the time of closing on the conveyance to said Owner and shall be adjusted according to the number of days remaining in the calendar year of said conveyance.

Section 4: Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall be delinquent. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the Lot as described in Section 1 of this Article. No Owner may waive or otherwise avoid

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liability for the assessments provided for herein by abandonment of the Lot. In addition, should the Association find it necessary to employ an attorney or institute legal action against any Owner in order to collect unpaid assessments, the Owner shall be obligated for the payment of all of the Association's costs in connection with said action, including, but not limited to, court costs and reasonable attorneys' fees, including fees and costs at trial and appellate levels.

Section 5: Subordination of the Lien to Mortgages.

A. The lien of the assessments provided for herein shall be subordinate to the lien of the First Union Mortgage or any first mortgage representing a first lien on any Lot.

B. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to foreclosure, or deed in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer of any type shall relieve any Owner of such Lot from liability for any assessments thereafter becoming due or from the lien or said Lot.

C. It is the express intent of this Section, notwithstanding any other provisions hereof, to subordinate the assessment lien referred to above only to first mortgages executed in favor of institutional mortgagees which shall include banks, savings and loan associations, insurance companies and mortgage bankers. In no event shall any second mortgage or other junior mortgage take priority over the assessment lien.

ARTICLE VI - USE OF PROPERTY

Section 1: Protective Covenants.

A. Residential Use. All property designated as a Lot shall be used, improved and devoted exclusively to residential use. No building shall be erected or permitted to remain on the Property other than one detached single-family dwelling not to exceed two stories in height. Said dwelling shall have an enclosed garage attached thereto to accommodate at least one car. No business, profession or trade of any type, other than the rental of a Living Unit, shall be conducted on any portion of the Property, but this prohibition shall not be applicable to Developer with respect to its development of the Property, construction and sale of Living Units, and the use of Living Units as model units.

B. Common Area and Improvements. The Common Area shall be maintained by the Association for the benefit of the Owners of Lots in the Subdivision and on the terms and conditions set forth herein. Developer has agreed with the local governmental

authorities that no part of the Common Area shall be or can be dedicated or conveyed to the governmental authorities with the intent that, thereafter, the same should be maintained by and at the expense of the said governmental authorities, the maintenance of same being the obligation of the Association as more particularly set forth herein unless the Association and the City of Oviedo agree to the maintenance obligations for the Common Area being assumed by an MSTU.

Section 2: Indemnification.

A. The Developer shall indemnify the City of Oviedo against and hold the City of Oviedo harmless from all losses, damages, costs, claims, suits, liabilities, expenses and attorneys' fees (including those for legal services rendered at the appellate court levels), resulting from or relating to the maintenance of the Common Area. Once the responsibility for maintaining the Common Area has shifted to the Association, then the Association shall indemnify and hold the City of Oviedo harmless from all losses, damages, costs, claims, suits, liabilities, expenses and attorneys' fees (including those for legal services rendered at the appellate court levels), resulting from or relating to the use, construction, or maintenance of the Common Area.

B. The City of Oviedo shall be a third party beneficiary of the maintenance and indemnification obligations required hereunder and shall have the legal right to enforce said maintenance and indemnification obligations in a court of competent jurisdiction. Neither the Developer nor the Association may amend this Declaration to remove any of the foregoing language pertaining to the maintenance and indemnification obligations provided for herein without the written joinder and consent of the City of Oviedo attached to such amendment.

Section 3: Rentals.

A. All lessees of a Living Unit shall comply with all requirements of the Declaration, Articles of Incorporation and the Bylaws of the Association. Notwithstanding the rental of his/her Living Unit, the liability of the Owner under the Declaration shall continue.

Section 4: Maintenance of Lots.

A. Each Lot, and all improvements therein or thereon, shall be maintained by each respective Owner in good order and repair and free of debris. In the event an Owner of any Lot shall fail to maintain the said Lot or a Living Unit thereon, as provided herein, the Association, after notice to the Owner, shall have the right to enter upon said Lot and Living Unit to correct, repair, maintain and restore the Lot and Living Unit. All costs related to

such correction, repair or restoration shall be the personal obligation of the Lot Owner and shall become a lien against the subject Lot with the same force and effect of a lien created by the said Owner's failure to pay assessments when due.

B. The Association shall have a right and easement in and to the land comprising each Lot in order to maintain same in accordance with this Section, and said right and easement shall be a covenant running with the land as to each Lot.

Section 5: Association Approval. No construction, including but not limited to, building, driveways, gutters, paving, swimming pools, pool enclosures, sun decks or other structures shall be erected, placed, altered or commenced on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Board as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

Section 6: Building Location.

A. No building shall be located on any Lot nearer to the front, rear or side Lot lines than the minimum building setback lines established by applicable building codes, statutes or other rules and regulations established by the City of Oviedo, Florida, or any other governmental entity.

B. All dwelling units (exclusive of breezeways, garages, open patios and porches), shall contain a minimum air-conditioned floor area per unit of 1000 square feet.

Section 7: Association Review Of Fences and Changes to Living Units.

A. No building, fence, wall or other structures, or landscaping alterations shall be commenced, erected or maintained upon any Lot or Living Unit nor shall any exterior change or alteration be made or undertaken until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to the Board for approval. The Board shall have absolute discretion in its approval or disapproval of any request submitted to it.

B. In the event said Board fails to approve or disapprove such plans within sixty (60) days after said plans and specifications have been submitted to it, approval will be deemed to have been given.

C. All requests for approval of such plans and specifications shall be mailed or delivered to:

CHAPMAN GROVES HOMEOWNERS' ASSOCIATION, INC.
120 Fairway Woods Boulevard
Orlando, Florida 32829

or such other address as shall from time to time be designated by the Association.

D. The provisions of this Section shall not apply to the Developer or First Union National Bank of Florida, by virtue of the foreclosure or deed in lieu of the foreclosure of the First Union Mortgage.

ARTICLE VII - GENERAL PROVISIONS

Section 1: Duration.

A. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each. The number of ten (10) year renewal periods hereunder shall be unlimited, provided, however, that there shall be no renewal of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, seventy-five percent (75%) of voting members vote to terminate this Declaration at the end of its then current term.

B. This Declaration may be terminated prior to the expiration of the initial thirty (30) year term, or prior to the expiration of any ten (10) year extension period, only by the affirmative vote of seventy-five percent (75%) of the members entitled to vote by person or by proxy.

Section 2: Modifications. Declarant reserves the right to alter, amend, modify, change, revoke, rescind or cancel any or all of the restrictive covenants contained in the Declaration, or hereinafter included in any subsequent Declaration. Any such subsequent or modified Declaration shall conform to the General Plan of Development as approved by The City of Oviedo Planning Commission, which relate to the portions of the Subdivision covered by this Declaration and shall conform to all FHA/VA requirements.

Section 3: Amendment.

A. Subject to the provisions of Paragraphs B, C and D of this Section and the provisions of Article VI - Section 2B, this Declaration may be amended by an instrument first approved and signed by a majority of the Board of Directors and subsequently approved by sixty-six and two-thirds percent (66-2/3%) of the total votes outstanding at said time. To be effective, all amendments must be filed in the Public Records of Seminole County, Florida.

Unless otherwise specifically recited in said amendment, the effective date thereof shall be the date same is filed in the Public Records of Seminole County, Florida.

B. Until the first to occur of the events specified in Article III, Section 2, this Declaration may only be amended with the written consent of Developer, unless said requirement is terminated in writing by Developer prior thereto.

C. Until such time as the deeds to fifty-one percent (51%) of the Lots are recorded among the Public Records of Seminole County, Florida, Developer shall have the absolute and unconditional right to amend or modify this Declaration by recordation of an instrument containing such amendment or modification without the joinder of any Owner or the holder of any mortgage of any Lot, provided that no such amendment or modification by Developer shall materially affect any Lot or the rights of any Owner or mortgagee.

D. For so long as the Property is encumbered by the First Union Mortgage, this Declaration shall not be amended without the written joinder and consent of First Union National Bank of Florida attached to such amendment.

E. In addition to the foregoing, any amendment which shall have the effect of altering the permitted Surface Water or Stormwater Management System, beyond the maintenance of the system in its original condition, must have the prior approval of the City of Oviedo and the St. Johns River Waste Management District.

Section 4: Enforcement. The Association, the City of Oviedo, the Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, as the same may be amended and may recover sums due for damages, seek injunctive relief or any combination thereof, including costs and attorneys' fees for appellate review. The Association shall have the right to suspend voting rights for any Owner violating these covenants and restrictions for a period not to exceed sixty (60) days after cessation of continued violation. Failure of the Association, the City of Oviedo or the Developer to enforce any covenants, restrictions or provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the foregoing rights of enforcement, the St. Johns Water Management District shall have the right to enforce, by a proceeding in law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

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Section 5: Severability Clause. Should any covenant, condition or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgement shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6: Notice. Any notice required to be sent to any person pursuant to any provision of these covenants, conditions or restrictions, will be effective if such notice has been deposited in the United States mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or such other address as may be furnished to the Secretary of the Association. The effective date of the notice shall be the date of mailing.

Section 7: Municipal Service Taxing Units. In order to perform the services contemplated by this Declaration the Developer and/or the Association, in conjunction with the City of Oviedo, Florida, may seek the formation of special purpose municipal service taxing units ("MSTUs"). The MSTUs will have responsibilities defined in their enabling resolution which may include, but are not limited to, maintaining roadway informational signs, traffic control signs, benches, trash receptacles and other street furniture, keeping all public roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, maintenance of drainage canals, ponds and structures, maintenance of designated landscape areas, parks and the Common Area, payment of energy charges for street and pedestrian lights, and other services benefiting the Property. In the event such MSTUs are formed, the Lots will be subject to assessment for the cost of services performed within the MSTU and personnel working for or under contract with the City of Oviedo shall have the right to enter upon lands within the Property to effect the services contemplated. Each Owner by acquiring a Lot within the Property agrees to pay every MSTU assessment imposed upon the Owner's Lot in a timely manner, failing which such assessments and special charges shall be a lien upon such Lots. The Association retains the right to contract with the City of Oviedo to provide the services funded by the MSTUs.

Section 8: Special Exceptions and Variations. Unless the written consent of the Association is first obtained, no Owner shall file a request for zoning variation, special exceptions or zoning changes affecting or relating to the Property.

Section 9: Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 10: Captions. The captions, if any, for each Article or Section of this Declaration are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Declaration or the intent of any provision hereof.

Section 11: Effective Date. This Declaration shall become effective upon recordation in the Public Records of Seminole County, Florida.

Section 12: Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property.

Section 13: FHA - VA Approval. Notwithstanding any other provision in this Declaration to the contrary, for so long as there is a Class "B" membership, the following actions will require the prior approval of the FHA or the VA:

- (a) annexation of additional properties;
- (b) mergers and consolidations;
- (c) mortgaging or dedication of the Common Area;
and
- (d) amendment to this Declaration other than to correct ambiguities or conflicts.

Approval of the FHA or VA shall only be required if any mortgage encumbering a Lot is guaranteed or insured by either of such agencies.

Section 14: Fines. In addition to all other remedies and to the maximum extent lawful, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for failure of an Owner to comply with this Declaration or with any rule or regulation, provided the following procedures are adhered to:

A. Notice: The Board shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board at which the Owner may present reasons why fines should not be imposed. At least six (6) days notice of such meeting shall be given.

B. Hearing: The noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should not be imposed. A written decision of the Board shall be submitted to the Owner not later than twenty-one (21) days after the Board meeting. If the impartiality of the Board is questioned by the Owner, the Board shall appoint three (3) impartial Members to a special hearing panel which shall perform the functions described in this paragraph.

C. Amounts of Fines. The Board (if its or such panel's findings are made against the Owner) may impose special Assessments against the Lot owned by the Owner:

1. First non compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

2. Second noncompliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

3. Third and subsequent noncompliance, or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

D. Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or Assessment of the penalties.

E. Collection of Fines: Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth herein.

Section 15: Liens. All liens against a Lot, other than for permitted mortgages, taxes or special assessments upon a Lot shall be paid before becoming delinquent.

A. Notice of Lien: A Lot Owner shall give notice to the Association of every lien upon his Lot, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

B. Notice of Suit: Lot Owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his Lot or any part of the Property; such notice to be given within five (5) days after the Lot Owner receives notice thereof.

C. Failure to Comply: Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE VIII - SPECIFIC PROVISIONS

Section 1: Temporary Buildings. No tents, carports, shacks, or temporary or accessory buildings or structures shall be erected or permitted to remain on the Lot; provided, however, the foregoing shall not restrict or prevent the construction and maintenance of temporary sales models and such other temporary facilities as are essential to the development, construction and sale of the housing facilities created, and provided that such are in compliance with appropriate governmental requirements applicable thereto.

Section 2: Windows and Glass Doors. No Owner shall be permitted to place tin foil or other covering (except for draperies, blinds, or other window treatment as same are conventionally defined by decorators) upon any windows or sliding glass doors in his Living Unit, nor shall said Owner be permitted to tint any windows or sliding glass doors in his Living Unit without first receiving the written approval of the Board.

Section 3: Oil and Mining Operations. No oil drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on the Property.

Section 4: Livestock and Poultry. No animals, livestock or any other animal not commonly considered Household Pets shall be raised, bred or kept in or on any Lot. No more than three (3) Household Pets shall be kept in or on any Lot at any one time, except that more than three (3) fish will be permitted. Under no circumstances shall any commercial or business enterprises involving the use, care or treatment of animals be conducted in, on or around the Lot. All permitted Household Pets shall be kept on a leash when not on or in the Lot and no Household Pets shall be allowed to roam unattended.

Section 5: Trash and Garbage. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on the Lot except building materials during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that pick-up is to be made at such place as will be accessible to persons making such pick-up. At all other times, such containers shall be stored so that they cannot be seen from the street or from surrounding property and shall be kept in a clean and sanitary condition.

Section 6: Nuisances. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No flammable, combustible or explosive fluid or chemical substance shall be kept in or upon any Lot except such as are required for normal household use and same shall be kept within the Lot. No Owner shall permit or suffer anything to be done or kept in or upon his Lot which will increase the rates of insurance as to other Owners, the Lots and the Common Area.

Section 7: Commercial Trucks, Trailers and Boats. In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks or commercial vehicles, boats,

house trailers, unlicensed or inoperable vehicles, boat trailers or trailers of every other description, including campers or any vehicle registered RV, shall be permitted to be parked or stored at any place on the Property except during the period of construction by the Developer, nor shall any motor vehicles be parked on any portion of the Property for the purpose of repairing or maintaining the same. The prohibitions in this Section shall not apply to the temporary parking of trucks and commercial vehicles for pick-up, delivery and other commercial services, or to pick-up trucks for personal use of any Owner to a maximum of three-quarter (3/4) ton capacity.

Section 8: Antenna. No television or radio antenna or tower satellite dish shall be constructed or be attached or connected any manner to any portion of any Lot.

Section 9: Real Estate Offices. No Living Unit shall be used for a real estate office, except that Developer, First Union National Bank or any successor in interest to First Union National Bank by virtue of foreclosure of the First Union Mortgage or by virtue of a deed in lieu of foreclosure, shall be able to build and maintain sales models and offices.

Section 10: Painting. No Living Unit or portion thereof, whether now or hereafter constructed, shall be painted except in the same color as selected by the Developer, except if a different color is approved by the Board.

Section 11: Signs. In order to insure a harmonious effect as to the overall appearance of the Property, no signs of any type shall be displayed in any Lot where same is visible to the outside thereof, or on any portion of the Property. This shall include, but not be limited to advertisements and solicitations. "For Sale" or "For Rent" signs will be permitted only if they do not exceed two feet (2') by two feet (2'). Notwithstanding anything to the contrary contained herein, this prohibition shall not apply to the Developer, its successors or assigns, so long as the Developer retains title to any Lot. Further, the City of Oviedo may post signs as needed

Section 12: Change of Elevation. No sod or topsoil shall be removed from any portion of a Lot without permission from the Developer or the Board. No change in elevation of any Lot shall be made without protecting adjoining lots from surface water drainage caused by the change.

Section 13: Outdoor Clothes Drying. Outdoor clothes drying activities are hereby prohibited and no such activities shall be conducted on any portion of any Lot.

Section 14: Enforcement. In addition to the Developer, the Association and the City of Oviedo are hereby granted an easement

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over the Lot of each Owner for the purpose of enforcing the provisions of this Article, and may go upon the Lot of said Owner to remove or repair any violation of these provisions. In the event that the Developer, the Association or the City of Oviedo, after notice to the Owner of any violation and the Owner's failure to cure the same, does in fact exercise its right to cure said violation, all costs incident to said action by the Developer, the Association or the City of Oviedo shall become the personal obligation of the Owner and shall be imposed as a lien against Lot in the same manner as if said sums represented monies due unpaid assessments.

Section 15: Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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 is responsible.

Section 16: Access Easements. Developer hereby grants to the Association, its successors and assigns, a perpetual exclusive access easement to the landscape and utility easement at the rear of each Lot.

Section 17: Fences, Walls, and Hedges. Any fence, wall or hedge erected or maintained on any Lot must be at least fifteen feet (15') to the rear of the nearest front extremity of the building thereon and shall not be at a height greater than six feet (6'). All fences, walls or hedges on any Lot must be approved in writing by the Association prior to construction or planting.

Section 18: Casualty. In the event any Living Unit shall be partially destroyed by fire, an act of God or other casualty to the extent that repairs can be made to the Living Unit thereby restoring it to substantially the same condition prior to such loss, the Owner shall, with diligence, after any such loss take the necessary measures to restore the Living Unit.

In the event any Living Unit shall be destroyed beyond repair by fire, act of God or other casualty, the Owner shall, with due diligence, either restore the Living Unit to substantially the same condition prior to such loss or clear the Lot of all rubble and debris and, thereafter, until such time as a Living Unit is erected thereon, provide for the monthly maintenance of said Living Unit to ensure proper landscaping, maintenance and upkeep. Restoration or reconstruction must begin within six (6) months of the partial or complete destruction.

Section 19: Parking. All vehicles of any Owner must be parked in the driveway and garage of the Owner's Lot. Owner's vehicles shall not be parked on the lawns of any Lot nor shall any Owner's vehicles be parked on the streets of the Property.

Section 20: Maintenance of Landscaped Areas. All landscaped areas, including without limitation, lawns (to the paved public roadway), shall be maintained in live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced with similar, sound, healthy plant materials.

Section 21: Air Conditioners. No window air conditioning unit shall be permitted.

Section 22: Lighting. No exterior lighting fixtures shall be installed on any Lot without adequate and proper shielding of fixtures. No lighting fixture shall be installed that may be or become an annoyance or a nuisance to the residents of surrounding Lots. No lighting shall interfere with normal and safe traffic operations in public streets.

Section 23: Skate Board Ramp. No skate board ramp shall be allowed on any Lot.

Section 24: Basketball Hoops. All basketball hoops shall be erected at the rear of the Lot.

Section 25: Vehicular Access Rights. Access Rights from Chapman Road to Lots 1 through 11 and Lot 80 are hereby dedicated to the City of Oviedo.

Section 26: Governmental Requirements. Nothing in this Declaration is intended to exempt the Property, any Lot Owner or the Association from any government regulations.

Section 27: Ownership and Maintenance of Tract "F". Tract "F" as shown on the Plat is hereby dedicated to the City of Oviedo and is reserved for use as a Lift Station and is to be owned and maintained by the City of Oviedo.

Section 28: Ownership and Maintenance of Tracts "A", "B", "C", "D" and "E". Tracts "A", "B", "C", "D" and "E" are to be owned and maintained by the Association, its successors, and/or assigns.

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Tracts "A" and "C" are reserved for use as Stormwater Management Areas; Tract "B" is reserved for use as a Conservation Area and Tract "D" is reserved for use as a Recreation Area.

IN WITNESS WHEREOF, the undersigned Developer has hereunto set its hand and seal this 18 day of August, 1994.

WITNESSES:

Tina M. Ring
Tina M. Ring
Print or Type Name
Charles D. O'Hara
Charles D. O'Hara
Print or Type Name

LANDSTAR DEVELOPMENT CORPORATION, a Florida corporation

By: Carl
Carl Palmisciano as atty
Executive Vice President

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18 day of August, 1994, by Carl Palmisciano, as Executive Vice President of Landstar Development Corporation, a Florida corporation, on behalf of said corporation. He is personally known to me or produced _____ as identification.

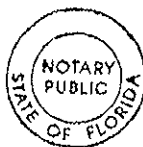
WITNESS my hand and official seal in the County and State last aforesaid this 18 day of August, 1994.

My Commission Expires:

Tina M. Ring
Notary Public, State of Florida
At Large

Tina M. Ring
Print or Stamp Name of Notary

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TINA M. RING
My Comm Exp. 10-4-97
Bonded By Service Ins
No. CC368389
☒ Personally Known ☐ Other I.D.

EXHIBIT "A"

That part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 27, Township 21 South, Range 31 East, Seminole County, Florida, described as follows:

Commence at the North $\frac{1}{4}$ corner of said Section 27, thence run N 89° 32' 44" E along the North line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ for a distance of 1318.00 feet to the Northeast corner of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence run S 00° 47' 00" E along the East line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ for a distance of 33.00 feet to the South Right-of-Way line of Chapman Road and the POINT OF BEGINNING; thence continue S 00° 47' 00" E along said East line for a distance of 1292.28 feet to the Southeast corner of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence run S 89° 35' 33" W along the South line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ for a distance of 1315.33 feet to a found 1" diameter iron pipe; thence run N 00° 25' 42" W for a distance of 661.49 feet to a found 1" diameter iron pipe; thence run N 01° 22' 08" W for a distance of 629.77 feet to a point on the South Right-of-Way line of Chapman Road, said point lying S 01° 22' 08" E a distance of 33.00 feet from the aforesaid North $\frac{1}{4}$ corner of said Section 27; thence run N 89° 32' 44" E along said South Right-of-Way line for a distance of 1317.66 feet to the POINT OF BEGINNING.

As recorded in Seminole County
Plat ~~2857~~ Book 48, Page 445, 46

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JOINDER AND CONSENT BY MORTGAGEE

CHAPMAN GROVES is presently encumbered by a Mortgage to First Union National Bank of Florida (the "Mortgagee") which Mortgage was recorded in Official Records Book 2773, at Page 1307, of the Public Records of Seminole County, Florida.

Mortgagee hereby certifies that it is the holder of the Mortgage and hereby joins in and consents to this Declaration of Covenants and Restrictions for CHAPMAN GROVES (the "Declaration"). The Mortgagee or its successors and/or assigns in interest by virtue of foreclosure of the Mortgage or the taking of a deed in lieu thereof shall not assume any responsibility or liability under this Declaration unless specifically assumed by an instrument in writing and recorded in the Public Records of Seminole County, Florida.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this 23rd day of August, 1994.

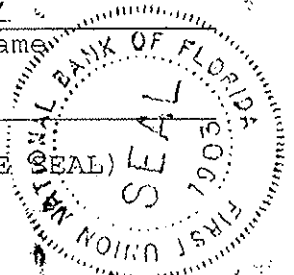
Signed, sealed and delivered
in the presence of:

[Signature]
Fernando
Print or Type Name
[Signature]
Mario Facella
Print or Type Name

FIRST UNION NATIONAL
BANK OF FLORIDA, N.A.,
a national banking
association

By: [Signature]
GARY M. FITZGERALD
Print or Type Name
Vice President
Title

(CORPORATE SEAL)



STATE OF FLORIDA)
COUNTY OF)

The foregoing Joinder and Consent by Mortgagee was acknowledged before me this 23rd day of AUGUST, 1994 by GARY M. FITZGERALD as VICE PRESIDENT, on behalf of First Union National Bank of Florida, N.A. He is personally known to me [Signature] as identification.

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[Signature]
NOTARY PUBLIC, State of Florida
at Large

Print or Stamp Name of Notary

My Commission Expires:

re\forms\hoa-ch.dc



OFELIA MENENDEZ
My Commission CC341108
Expires Jan. 10, 1998
Bonded by HAI
800-422-1555