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James R Spence
10 Dec 2007
Celande Fl 32802

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WEKIVA GOLF VILLAS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEKIVA GOLF VILLAS (hereinafter referred to as the "Declaration"), made on the date hereinafter set forth by FLORIDA RESIDENTIAL COMMUNITIES, INC. (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Seminole County, State of Florida, which is more particularly described as follows, to wit (hereinafter referred to as the "Properties"):

That certain real property shown and described on the Plat of WEKIVA GOLF VILLAS, SECTION ONE, according to the plat thereof as recorded in Plat Book 22, Page 16, Public Records of Seminole County, Florida, less and except Lots 1, 2, 3, 4, 5, 6, 7, 8, & 11.

and

That certain real property shown and described on the Plat of WEKIVA GOLF VILLAS, SECTION TWO, according to the plat thereof as recorded in Plat Book 23, Pages 39 and 40, Public Records of Seminole County, Florida, less and except Lots 17, 18, 19, 20, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 38 and 39.

and

That certain real property shown and described on the Plat of WEKIVA GOLF VILLAS, SECTION THREE, according to the plat thereof as recorded in Plat Book 24, Pages 81 and 82, Public Records of Seminole County, Florida less and except Lot 49

WHEREAS, the Properties are a portion of a development known as WEKIVA HUNT CLUB and is subject to that certain Declaration of Covenants, Conditions and Restrictions for WEKIVA HUNT CLUB dated March 22, 1974, and recorded April 11, 1974, in Official Records Book 1014, Page 1875, of the Public Records of Seminole County, Florida as amended by that certain First Amendment dated May 30, 1974, and recorded in Official Records Book 1020, Page 912, and re-recorded in Official Records Book 1028, Page 73, of the Public Records of Seminole County, Florida and supplemented by that certain Supplemental

Declaration of Covenants, Conditions and Restrictions for WEKIVA HUNT CLUB dated November 24, 1978, and recorded in Official Records Book 1198, Page 724, Public Records of Seminole County, Florida, and further supplemented by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for WEKIVA HUNT CLUB dated September 25, 1979 and Recorded in Official Records Book 1245, Page 445, Public Records of Seminole County, Florida which Properties are further subject to that certain Declaration of Covenants and Restrictions for WEKIVA GOLF VILLAS dated October 9, 1978, and recorded in Official Records Book 1193, Page 157, Public Records of Seminole County, Florida, and that certain Declaration of Covenants and Restrictions for WEKIVA GOLF VILLAS, Section Two, dated November 7, 1979, and recorded in Official Records Book 1251, Page 1696, Public Records of Seminole County, Florida, and that certain Declaration of Covenants and Restrictions for WEKIVA GOLF VILLAS, Section Three dated November 26, 1980, and recorded in Official Records Book 1308, Page 687, Public Records of Seminole County, Florida (all of which are hereinafter referred to as the "Original Declaration").

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WEKIVA GOLF VILLAS HOMEOWNERS' ASSOCIATION, INC., its successors and

assigns.

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

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

Section 4. "Common Area" shall mean all real property including the improvements thereon owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

LOT 41, WEKIVA GOLF VILLAS SECTION THREE, Less the South 60 feet thereof, according to the Plat thereof as recorded in Plat Book 24, at Pages 81 and 82, of the Public Records of Seminole County, Florida.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

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

ARTICLE II

PROPERTY RIGHTS

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

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

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

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

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant

and shall be entitled to three (3) votes for each lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or
- (b) On December 31, 1984.

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

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments

levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1, 1982, the maximum annual assessment shall be THREE HUNDRED AND NO/100 DOLLARS (\$300.00) per Lot.

(a) From and after January 1, 1982, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1982, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

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

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

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be

subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. WEKIVA HUNT CLUB COMMUNITY ASSOCIATION, INC.
The Owners of Lots in the Property are and shall be members of the WEKIVA HUNT CLUB COMMUNITY ASSOCIATION, INC. and shall be subject to the provisions of the Original Declaration. In addition to the assessments provided for in this Declaration, the Property shall be subject in every respect to the assessments of the WEKIVA HUNT CLUB COMMUNITY ASSOCIATION, INC., as provided in Article IV of the Original Declaration, which sets forth an initial assessment of NINETY-SIX AND NO/100 DOLLARS (\$96.00) per Lot, subject to adjustment as provided therein.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Review Committee of Association. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein nor any change of exterior finishing color be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural review committee (hereinafter referred to as the "ARC") composed of three (3) or more representatives appointed by the Board. In the event the ARC fails to approve or

disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. WEKIVA HUNT CLUB COMMUNITY ASSOCIATION, INC.

After the plans and specifications have been reviewed by the ARC of the Association, such plans and specifications, together with a statement of the action of the ARC shall be submitted to the Architectural Review Committee of WEKIVA HUNT CLUB COMMUNITY ASSOCIATION, INC., as provided for in the Original Declaration which approval shall be deemed controlling over that of the ARC. Nothing set forth herein shall negate the rights and powers of the Architectural Review Committee of the WEKIVA HUNG CLUB COMMUNITY ASSOCIATION, INC., as set forth in the Original Declaration and the members of the Association shall be required to comply with all terms and provisions relative to such approval as more particularly set forth in the Original Declaration.

ARTICLE VI

GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article VI shall be applicable to all Lots situated within the Properties.

Section 2. Land Use. No Lot shall be used except for residential purposes. Temporary uses for model homes, parking lots, and construction trailers and/or sales offices shall be permitted until Declarant has sold all Lots.

Section 3. Change in Buildings. No Owner shall make or permit any structural modification or alteration of any building except with the prior written consent of the ARC. Consent may be withheld by the ARC if in the sole discretion of the ARC if it appears that such structural modification or alteration would affect or in any manner endanger other dwelling units on the Lots. No building shall be demolished or removed without

the prior written consent of the APC.

Section 4. Building Location. Buildings shall be located in conformance with the Zoning Code of the applicable governmental authorities, or as originally constructed on a Lot by Declarant or its successor or assignee. Whenever a variance or special exception as to building location or other item has been granted for a particular Lot by the governmental authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Article VI, Section 4 for said Lot, and any future variance or special exception as to building location or other item granted with respect to a particular Lot shall constitute an amendment to this instrument for that particular Lot.

Section 5. Easements. Easements for installation and maintenance of utilities and for ingress and egress are as shown on the plats of the Properties. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with the vehicular traffic or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot except for the installations for which a public authority or utility company is responsible. Public utility companies servicing the Properties, the Association, and Declarant shall have a perpetual easement for the installation and maintenance, of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, and television cables and conduits under and through the utility easements as provided on the plats of the Properties. Any damage caused to pavement, driveways, drainage structures, walkways, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the Properties,

whether in streets rights-of-way or utility easements, shall be installed and maintained underground; provided, however, that control panels for utilities may be installed and maintained above ground.

Section 6. Garage Doors. No garage doors on any Lot shall be left or remain open except when the garage is in actual use.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. No Owner shall undertake any major automotive repairs on any Lot or park inseparable or dismantled vehicles on any Lot.

Section 8. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently, except as permitted by Article VI, Section 9 herein. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any house or any ancillary building except for use by gas barbecue grills or installed by authorized utility companies.

Section 9. Parking of Recreational Vehicles, Trailers, Campers and Boats. No recreational vehicle, trailer, camper or boat of any type shall be kept, parked or stored on any street, driveway or Lot (except in the garage and except as hereafter provided) except temporarily and solely for the purpose of loading and unloading.

Section 10. Signs. No sign of any kind shall be displayed to the public view on the Properties except one sign of not more than one square foot used to indicate the name of the resident, one sign of not more than five (5) square feet advertising the Lot for sale and located on the Lot that is to be sold, and any sign used by a builder or lender to advertise during the construction and sales period.

Section 11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Properties subject to these restrictions.

Section 12. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, subject to rules and regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any Owner. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within the Properties except in locations designated by the Association in its rules and regulations.

Section 13. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 14. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all buildings shall be maintained in good condition by the Owner of the Lot. Prior approval of the ARC shall be necessary before any such exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained as originally installed by Declarant, unless the prior approval for any substantial change is obtained from the ARC. No tree with a caliper greater than four (4) inches measured three (3) feet from the ground shall be removed from the ground or cut down without prior approval of the ARC except that Declarant may remove any trees without such approval.

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Aluminum foil (not including any bronze tinted commercial product applied to windows or glass to reflect sunlight) may not be placed on windows or glass doors. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements thereon, as provided herein, the Association, after fifteen (15) days notice to the Owner, and upon a three-quarters (3/4) vote of the Board of Directors, shall have the right to enter upon said Lot to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair, or restoration shall become a Special Assessment upon such Lot and subject to the lien provisions set forth in Article IV.

Section 15. Commercial Trucks, Trailers, Camper and Boats. No trucks or commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within closed garages. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

Section 16. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas except as originally installed by Declarant and except any approved by the ARC.

Section 17. Garbage and Trash Disposal. No garbage, refuse, trash, or rubbish shall be deposited on any Lot. All garbage and trash containers shall be stored and kept in the garage or in an appropriate side yard location screened from view except for a period of ten (10) hours before and ten (10) hours after pickup by sanitation trucks, during which time they may be placed at the street curbing of a Lot.

Section 18. Drying Areas. No clothing, laundry, or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot. Drying areas will be permitted only in locations approved by the ARC and only when protected from view by screening or fencing approved by the ARC.

Section 19. Easement for Encroachment. Should any portion of the Common Areas and facilities thereon encroach upon any Lot or any Lot or structure thereon encroach upon the Common Area, Limited Common Area or any other Lot, either above or below the ground, as the result of construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Properties, or any building or structure thereon, an easement for such encroachment and for maintenance of the same shall exist so long as the encroachment exists. Each of the Lots shall also be subject to a perpetual easement for the runoff or drainage of water from any roof overhang, building, or other structure on any Lot adjacent thereto.

Section 20. Insurance.

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

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an insurance carrier selected by the Association. Insurance proceeds for improvements in the Common Area and personal property owned by the Association shall be payable to the Association. In the event of any loss, damage or destruction, the Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area. In the event the cost of such replacement, repair or rebuilding of improvements on the Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners.

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

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

(d) Anything contained herein to the contrary notwithstanding, the Association shall maintain such insurance coverage as may be required by the Federal

National Mortgage Association ("FNMA") so long as FNMA holds a mortgage on or owns any Lot.

Section 21. Condemnation. In the event the Common Area or any portion thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, then the award or consideration for such taking or transfer shall be paid to and belong to the Association.

Section 22. Drainage. No Owner of Lot shall in any way interfere with the established drainage pattern over his Lot from adjoining or other lots; provided, however, each Owner will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his Lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time the finish grading of said Lot was completed by Declarant. Each Lot Owner shall permit free access by Owners of adjacent or adjoining Lots to slopes or drainageways located on his Lot when such access is necessary for the maintenance of permanent stabilization on said slopes or of the drainage facilities to protect property other than the Lot on which the slope or drainageway is located.

Section 23. Slope Control, Use and Maintenance. Each Lot Owner will keep, maintain, water, plant and replant all slope banks located on such Owner's Lot (other than slope banks, if any, located within the Common Area) so as to prevent erosion and to create an attractive appearance. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on any slope banks which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels.

ARTICLE VII
COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Area and the improvements made thereto, and that it is in the interests of all of the Owners that the right to the use and enjoyment of the Common Area be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Area. In addition there shall exist no right to transfer the right to the use and enjoyment of the Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Provided, however, that nothing herein shall preclude a conveyance by the Declarant of any undivided interest in the Common Area to the Owners of Lots for the purpose of effectuating the intent of this Declaration. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Area appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Declarant or the Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall

in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

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

(b) Additional land within the area described in Official Records Book 948, Page 1383, and Official Records Book 2256, Page 941, Public Records of Seminole County, Florida, may be annexed by the Declarant without the consent of members within twenty (20) years of the date of this instrument provided that the Federal Housing Administration (FHA) and the Veteran's Administration (VA) consent to such annexation. Upon annexation of said additional land, the owners of lots within the land so annexed for all intents and purposes shall be deemed to be members of the Association and WEKIVA HUNT CLUB COMMUNITY ASSOCIATION, INC. in accordance with the provisions of this Declaration and the Original Declaration.

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

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

(b) That a quorum composed of a majority of both classes of members taken together were present at said meeting;

(c) That a majority of those members constituting the quorum voted in favor of the merger.

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

Section 6. Special Joinder. The Owners of the the Lots described hereinbelow in this Section 6 shall be deemed to be members of the Association upon execution and recordation of the instrument of joinder attached hereto as Exhibit "A" (hereinafter referred to as a "Special Joinder"). Upon recordation of the Special Joinder the owner of the lot specified therein shall become a member of the Association and the lot therein described shall be subject in every respect to the benefits and burdens imposed by this Declaration. The lots to which the Special Joinder applies are described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 11, WEKIVA GOLF VILLAS Section One, according to the plat thereof as recorded in Plat Book 22, Page 16, Public Records of Seminole County, Florida;

and

Lots 17,18,19,20,23,24,25,26,27,28,29,30,31,32,33
38 and 39, WEKIVA GOLF VILLAS, Section Two, according
to the plat thereof as recorded in Plat Book 23,
Pages 39 and 40, Public Records of Seminole County,
Florida;

and less and

except Lot 49 , WEKIVA GOLF VILLAS, Section Three,
according to the plat thereof as recorded in Plat
Book 24, Pages 81 and 82, Public Records of Seminole
County, Florida.

Section 7. FHA/VA Approval. As long as there is a Class
B membership, the following actions will require the prior
approval of the Federal Housing Administration or the Veterans
Administration: Annexation of additional properties not covered
by Article IX, dedication of Common Area, and amendment of this
Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, FLORIDA RESIDENTIAL COMMUNITIES, INC.
has caused its seal to be hereunto affixed and these presents
to be signed by its officers thereunto duly authorized, this
18th day of August, 1981.

Signed, sealed and delivered
in the presence of:

FLORIDA RESIDENTIAL
COMMUNITIES, INC.

Guadalupe Rock
Danna Petry

By: Burton A. Bines, President



STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this 18th day of August,
1981 before me personally appeared BURTON A. BINES, President
of FLORIDA RESIDENTIAL COMMUNITIES, INC., to me known to be the
person who signed the foregoing instrument as such officer and
acknowledged the execution thereof to be his free act and deed
as such officer for the uses and purposes therein mentioned,
and that the said instrument is the act and deed of said

CENTRAL RECORDS

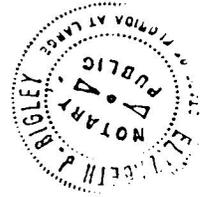
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FL.

corporation.

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

Elizabeth J. Bigley
Notary Public
My Commission Expires: July 22, 1995



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EXHIBIT "A"

RECORD BOOK

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SPECIAL JOINDER TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WEKIVA GOLF VILLAS

WHEREAS, the undersigned (hereinafter referred to as "Owner") is an owner of certain real property described as follows:

Lot __, Wekiva Golf Villas, Section __, according to the plat thereof as recorded in Plat Book __, Page __, Public Records of Seminole County, Florida (hereinafter referred to as the "Lot"); and

WHEREAS, the Owner wishes to subject the Lot to the terms and conditions, benefits and burdens of the Declaration of Covenants, Conditions and Restrictions for Wekiva Golf Villas as recorded on May __, 1981 in Official Records Book __, Page __, Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, the Owner has executed this Special Joinder as provided in Section 6 of Article VIII of the Declaration; and

NOW, THEREFORE, the Owner hereby covenants, consents and agrees that the Lot shall be held, sold, and conveyed subject to the terms and conditions, benefits and burdens of the Declaration. This Special Joinder shall run with title to the Lot and shall bind and inure to the benefit of the Owner's heirs, successors and assigns.

IN WITNESS WHEREOF, the Owner has caused its hand and seal to be affixed hereto on this _____ day of _____, 198_.

Signed, sealed and delivered in the presence of:

"OWNER"

"OWNER"

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 198_ by _____

Notary Public
My Commission Expires: