

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOF LAKE AJAY VILLAGE**

WHEREAS, Hartford Homes, Inc. a Florida corporation, is the owner of certain lands situated in Osceola County, Florida described on Exhibit A attached.

WHEREAS, Hartford Homes, Inc. holds, as "Grantor" "Owner" or Developer all rights and interests reserved to the party so identified in the Deed of Restrictions recorded February 5, 1979 at Official Records Book 421, Page 734, subsequently amended by Amendment to Deed of Restrictions recorded at Official Records Book 437, Page 717, by Second Amendment to Deed of Restrictions recorded at Official Record Book 444, Page 435, as subsequently amended by Transfer of Developer Rights under Lake Ajay Village Plat recorded in O.R. Book 860, Page 717, as subsequently amended by Transfer of Developer Rights recorded at D.R. Book 1075, Page 1360, and as subsequently amended by Transfer of Developer Rights under Lake Ajay Village Plat and Deed of Restrictions recorded at O.R. Book 1079, Page 2692, Public Records of Osceola County, Florida, collectively the "Deed of Restrictions."

The property covered by the Deed of Restrictions consists of all the lots, tracts, easements, and lands included within the Plat of Lake Ajay Village as per plat thereof recorded in Plat Book 2, Page 201-204, with a replat of Tract B as recorded in Plat Book 5, Page 121, a replat of Tract E as recorded in Plat Book 5, Page 120, and a replat of Tract C as recorded in Plat Book 6, Page 85, Public Records of Osceola County, Florida less Tract C as said Tract is legally depicted and described on that certain document entitled "A REPLAT OF TRACT C, LOTS 75, 76, 77 and 78" of Lake Ajay Village recorded in Plat Book 6, Page 85 of the Public Records of Osceola County, Florida (hereinafter referred to as "Tract C").

WHEREAS, the Deed of Restrictions expressly reserves to the Grantor, and the Grantor's successors, and assigns, the power and authority to subsequently amend, alter or change the Deed of Restrictions.

WHEREAS, Hartford Homes, Inc. wishes to replace the Deed of restrictions by the filing of this Amendment.

W I T N E S E T H:

Now therefore Hartford Homes, Inc., a Florida Corporation, (hereinafter referred to as "Developer") does hereby restrict the use, as hereinafter provided, of all the property and improvements lying and

including within Lake Ajay Village including without limitation the property described in Exhibit "A" all of which shall hereinafter be referenced as the Development, and the Developer does hereby place upon the Development the following covenants, conditions, restrictions, and easements to run with the title to the Development, and the grantees, their heirs, successors and assigns, of and under any deed conveying the Development, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to all the covenants and to have covenanted and agreed to observe, comply with and be bound by the covenants, conditions, restrictions and easements hereinafter set forth.

ARTICLE I – DEFINITIONS

SECTION 1.01. The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings:

- A) "Association" shall mean and refer to Lake Ajay Village Homeowners Association, Inc., a Florida non-profit corporation, together with its successors, legal representatives and assigns.
- B) "Architectural Control Committee (ACC)" shall mean and refer to Lake Ajay Village Architectural Control Committee.
- C) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- D) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as same may be amended from time to time.
- E) "Bylaws" shall mean and refer to the Bylaws of the Association, as same may be amended from time to time.
- F) "Certificate of Incorporation" shall mean and refer to those Articles of Incorporation for Lake Ajay Village Home Owners Association, Inc., as the same may be amended from time to time.
- G) "Common Area" shall mean all of

that real property owned or to be owned by the Association for the common use, and enjoyment of members of the Association, including the areas which the Developer designates as "common areas," except for Tract C.

- H) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.
- I) "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.
- J) "Developer" shall mean and refer to Hartford Homes, Inc.
- K) "Development" shall mean the Lake Ajay Village, or per plat thereof recorded in Plat Book 2, Page 201-204, Public Records of Osceola County, Florida including without limitation all platted lots and tracts within the Development, and such Additional Property as may hereafter be brought within the jurisdiction of the Association by Supplemental Declaration pursuant to Article XI or is encumbered by this Declaration, except for Tract C.
- L) "Dwelling" shall mean and refer to a single family residence located on a lot.
- M) "Lot" shall mean and refer to any area of real property designated as a lot for the construction of a Dwelling on a recorded Plat within the Development, whether or not said Lot is improved with a Dwelling.
- N) "Member" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot which is a part of the Development.
- O) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot which is a part of the Development.
- P) "Plat" shall mean and refer to any recorded subdivision map of all or a portion of the development.

Q) "Regulations" shall mean and refer to any rules or regulations respecting the use of the development that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

R) "Structure" shall have the same meaning as used in the Osceola County Building Code.

ARTICLE II – RESTRICTIONS

SECTION 2.01 - Lots. The Lots and Dwellings shall be used for single family residential purposes only. No building or other improvements situated on any lot shall be rented or leased separately from the rental or lease of the entire lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, motel, tourist or motor court or any type of transient accommodation.

SECTION 2.02 - Vehicular Parking. No vehicle shall be parked on any part of the Development, except on paved driveways. No vehicles may park on paved streets overnight. No commercial vehicles, except those present on business, shall be parked on any part of the Development. No trailers, boats, campers, trucks, mobile homes, motorized recreational vehicles or motorcycles shall be parked in the Development unless parked inside garages and concealed from public view, or within an area provided by the Association. For purposes of definition, Broncos, Blazers, Cherokees, and Explorer type vehicles are considered as passenger cars. Boats under 22 feet in length may be kept on a boat trailer provided same is on a paved surface adjacent to, but not projecting streetward beyond the front of any home and then, only with the written consent of the Architectural Control Committee, whose decision shall be final and shall be based upon the location, the condition of the boat and trailer and the overall appearance of the property in question. Said approvals shall be for one year and, subject to annual renewal by the Architectural Control Committee. No unlicensed motorized vehicles are allowed to operate within the subdivision legal boundaries. Any inoperable vehicles must be parked inside a garage and concealed from public view. (**Amended to replace the word "ATV" with "unlicensed motorized vehicles" 10/28/96.*)

SECTION 2.03 - Signs. Except as otherwise permitted herein, no sign or character shall be displayed or placed upon any Lot, except "For Sale" or "For Rent" signs, which signs may refer only to the particular Lot on which displayed, and shall not exceed thirty-six inches (36") by twenty-four inches (24"). Developer may enter upon any Lot and

remove and destroy any signs which do not meet the provisions of this section. Nothing contained in these Covenants shall prevent Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model homes, and other structures as Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

Notwithstanding anything contained in said Article II of the Declaration, Hartford may erect and maintain commercial and display signs and such temporary dwellings, model homes and other structures as Hartford deems advisable for construction of improvements and structures on the lots it owns, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto. *(Paragraph added by Amendment dated 11/1/94.)*

SECTION 2.04 - Aerials. No exterior radio or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, or devices of any kind shall be installed or maintained on the exterior of any lot or any portion of any lot without Architectural Control Committee written approval and proper screening. Satellite dishes of 24 inches in diameter or smaller do not need Architectural Control Committee approval. *(Amended to add section on satellite dishes 10/28/96.)*

SECTION 2.05 - Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Lot which causes interference with normal television or radio reception of any other Lot.

SECTION 2.06 - Animals. No horses, exotic animals, mules, ponies, donkeys, burros, cattle, sheep, snakes, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry or guineas shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Domesticated household pets may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals shall, in the sole and exclusive opinion of Developer, or of the Association become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot. Each Lot owner must leash all of their own animals when said animals are not on their respective Lot and shall properly pick-up and dispose of any defecation.

SECTION 2.07 - Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on, on any part of the Development, nor shall anything be permitted or done thereon which is or may become, in the reasonable determination of the Association, a nuisance to the Owners, the Association or the Development. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Development, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Development except as required for cleaning of Lots for the construction of homes. No bicycles, cars, trucks, vehicles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys, or other such items shall be parked or permitted to stand for any period of time on the Common Area.

SECTION 2.08 - Re-subdividing. The Lots or Tracts shall not be re-subdivided, re-platted or divided without the prior written consent of Developer or upon completion of building of the subdivision, the written consent of a majority of the Association.

Notwithstanding anything contained herein to the contrary, Hartford retains the right to re-subdivide and/or re-plat the subdivision affecting only the lots and Tracts it owns; provided however that except with respect to that portion of Tract C owned by Hartford, no lot may be re-subdivided such that it is less than the existing acreage of said lot unless it is added to an adjacent lot and the Association hereby agrees to cooperate with Hartford in executing any necessary documentation required in connection thereto at no cost to the Association. *(Paragraph added by Amendment dated 11/1/94.)*

SECTION 2.09 - Clotheslines. Clotheslines are not permitted unless they are completely hidden from the view of persons off the Lot. No clothing, bedding, or similar items shall be hung over or on any windows, doors, walls or fences if the same be visible from any street.

SECTION 2.10 - Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Development unless they comply with the requirements below and are approved by the Developer or the Architectural Control Committee. Provided, however, notwithstanding anything contained herein above or herein below, so long as Developer or its designees maintains any model homes within the Development, they shall have the right to fence the entire lot or any part of Lots being used as models so long as said fences shall be removed at the time the Developer no longer owns or utilizes the model homes.

A) Perimeter. Subject to the

provisions set forth in Section 2.10-D, fences not in excess of six (6) feet in height may be installed around the perimeter of a Lot if they are of a material, color and size approved by the Architectural Control Committee.

- B) Privacy. The size, material, color and location of all privacy fences or walls must be approved by the Architectural Control Committee. Landscape buffers may be required on the outside of any privacy fences and walls by the Architectural Control Committee.
- C) Condition. All fences must be installed with the posts on the inside and must have landscape buffers as may be required by the Architectural Control Committee. All fencing, walls, and landscape buffers shall be maintained in good condition by the Owner.
- D) Locations. No fence may be constructed in the following areas:
 - 1. Between the street facing the front of the Dwelling (the "Front Street") and a straight line being the extension of the surface of the furthest set back portion of the front side of the Dwelling to the side lot line; or
 - 2. Between the street facing a side of the Dwelling (the "Side Street") and a straight line being the extension of the surface of the side of the Dwelling to the rear lot line.
 - 3. Any and all easement areas as set forth in the plat of Lake Ajay Village.
- E) Special Provision. Notwithstanding anything to the contrary the Developer and the Association shall have the right to install and maintain walls and fences around the perimeter of the Development on individual Lots, with said fences or walls to be maintained by the Association.

Notwithstanding anything contained herein to the contrary, Hartford shall have the right to fence the entire lot or any part of lots being used as models to long as said fences shall be removed at the time Hartford no longer owns or utilizes the model homes. *(Paragraph added by Amendment dated 11/1/94.)*

SECTION 2.11 - Floor Elevations. The minimum floor elevation shall meet criteria of governmental authorities having the appropriate jurisdiction thereof.

SECTION 2.12 - Lot Maintenance. The Owner of each Class A Lot shall, at his or her own expense, keep such Lot, including any easement areas located on such lot, free of tall grass, undergrowth, dead trees and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition. In the event the Owner fails to do so, the Association shall have the right, but not the obligation, to go upon such Lot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects there from, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner on such Lot, all such expense shall constitute a special assessment against the Lot.

Notwithstanding anything contained herein to the contrary, Hartford shall have no obligation to maintain the lots it owns pursuant to this paragraph until such time as a house is constructed on said lot. *(Paragraph added by Amendment dated 11/1/94.)*

SECTION 2.13 - Regulations. Reasonable rules and regulations concerning the appearance and use of the Development may be made and amended from time to time by the Developer or the Association in the manner provided by the Articles of Incorporation and Bylaws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and occupants of a Dwelling upon request.

Notwithstanding anything contained herein to the contrary, no rules and regulations enacted by the Association shall apply to or be enforceable against Hartford until April 15, 1995 and further, the Association agrees to act in good faith and not enact any rules, regulations or take any action that would impair Hartford's ability to construct and sell homes on the lots it owns. The Association acknowledges that the construction and sale of homes is Hartford's business and Hartford is relying, as a material inducement to executing this Third Amendment, on the Association's covenants and agreements contained in this Third Amendment. *(Paragraph added by Amendment dated*

11/1/94.)

SECTION 2.14 - Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on any Lot.

SECTION 2.15 - Casualties. In the event a Dwelling or any part thereof is damaged or destroyed by fire, casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting there from and commence either to rebuild or repair the damaged improvements within 60 days of such casualty in accordance with the terms and provisions of the Declaration, or as another option in the case of the Common Area, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area. Should said rebuilding and/or repair not be commenced within said 60-day time period and not completed using due diligence and without delay, the Association after giving the Owner ten (10) days written notice shall have the right to make such repairs as it deems necessary at the Owner's expense. Owner shall reimburse the Association for such expense with interest at the highest rate permitted by law and the Association shall have lien rights as provided for under Section 7.02.

SECTION 2.16 - Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Dwelling or Common Area, or any parts thereof, shall be substantially in accordance with the previously approved plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Association.

SECTION 2.17 - Street Lighting. Street lighting is provided by taxes or assessments therefore levied in accordance with applicable governmental ordinances, rules and regulations, now or hereafter in effect.

SECTION 2.18 - Pools. A swimming pool may not be located in the front yard of any Lot, nor nearer to a side street than the Dwelling side line extended. No above ground pools shall be allowed in the Development. The Developer or the Architectural Control Committee may determine the front and rear swimming pool set backs as long as such set backs do not conflict with the regulations of Osceola County, Florida.

SECTION 2.19 - Dwelling and Garages.

- A) The principal dwelling on each Lot shall have a minimum living area of two thousand (2000) square feet, including covered porches under the main roof system but exclusive of open terraces, patios, and garages.
- B) No Dwelling shall exceed two and one-half stories in height.
- C) No projections of any type shall be placed or permitted to remain above any roof of the Dwelling with the exception of one or more chimneys or vent stacks. No solar collectors shall be visible from any front street unless approved by the Association.
- D) No Dwellings shall have an exposed structural block, imitation brick, or imitation stone face.
- E) All Dwellings shall be constructed with solid concrete driveways or decorative pavers approved by the Developer or Architectural Control Committee.
- F) All fuel oil, soft water tanks, air conditioner compressors, wood piles, or other ancillary or mechanical equipment, including, but not limited to, water softeners, well pumps, sprinkler pumps or pool heaters, shall not be visible from a street and shall be suitably screened so as not to be visible from a Lot or street.
- G) No elevation changes shall be permitted which materially adversely affect the surface grade or drainage of or to surrounding Lots.

Notwithstanding anything contained herein to the contrary, Hartford is hereby given blanket approval of all building and landscape plans now existing or created in the future by Hartford, by the Association and/or Architectural Control Committee, so long as the restrictions contained in Section 2.19 are met as written as of this date with no further written approval by the Association or Architectural Control Committee necessary. *(Paragraph added by Amendment dated 11/1/94.)*

SECTION 2.20 - Tree Removal and Landscaping. There shall be no removal of trees or clearing of a

Lot, other than clearing of underbrush, until such time as the Architectural Control Committee has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot.

Thereafter, each Dwelling shall comply with the following landscaping requirements. All Lots shall have entire solid sodded front, side and rear lawns except in approved landscape or retained natural areas. Natural vegetation shall be "finished" by removal of underbrush and mulched.

Notwithstanding anything contained herein to the contrary, Hartford is hereby given blanket approval of all building and landscape plans now existing or created in the future by Hartford, by the Association and/or Architectural Control Committee, so long as the restrictions contained in Section 2.19 are met as written as of this date with no further written approval by the Association or Architectural Control Committee necessary. *(Paragraph added by Amendment dated 11/1/94.)*

SECTION 2.21 - Use of Accessory Structures. No tent, shack, garage, barn or other out building shall at any time be erected or used temporarily or permanently as a residence or for any other purpose, except as approved by the Architectural Control Committee, nor shall any trailer be parked permanently or temporarily as a residence or for any other purpose, on any of the Lots in the Development; provided, however, temporary buildings, mobile homes or field construction offices may be used by Developer in connection with construction work.

Notwithstanding anything contained herein to the contrary, temporary buildings, mobile homes and field construction offices may be utilized by Hartford in connection with its construction work. *(Paragraph added by Amendment dated 11/1/94.)*

SECTION - 2.22 - Amendments and Modifications by Developer. Notwithstanding any provision of these restrictions to the contrary, Developer, its successors and designated assigns, reserves the right and authority for a period of five (5) years from the date of recording these restrictions to amend, modify or grant exceptions or variances from any of the restrictions set forth in this Article II without notice to or approval by any Lot Owners of the Development or the Association.

SECTION 2.23 - Refuse Collection. All trash, garbage or other refuse shall be placed for pickup not earlier than the evening preceding pickup, and any and all containers for such trash, garbage or refuse shall be returned no later than the evening of pickup to their normal location. No weeds, rubbish, debris,

objects or material of any kind shall be placed or permitted to accumulate upon any portion of the Development if it renders the development or any part thereof unsanitary, unsightly, offensive or detrimental to the Development of any Lot. Notwithstanding anything contained herein to the contrary, it is understood that Developer reserves the right to maintain normal construction debris on any Lot until the Certificate of Occupancy for any Dwelling located on such Lot is issued.

Notwithstanding anything contained herein to the contrary, Hartford reserves the right to maintain normal construction debris from construction within the subdivision on any owned lot until the Certificate of Occupancy for any dwelling located on such lot is issued. *(Paragraph added by Amendment dated 11/1/94.)*

SECTION 2.24 - Pumping. The owners of any lot which includes or is adjacent to a pond, creek, bayhead or other body of water shall not reduce the depth or size of said body of water by pumping or draining there from.

SECTION 2.25 - Skateboard Ramps. No skateboard or bicycle ramp, structure or other apparatus of any sort used in conjunction with a skateboard or bicycle shall be installed or maintained on any portion of any Lot.

SECTION 2.26 - Proviso. Until Hartford *[Developer]* has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of the Hartford *[Developer's]* Lots. Hartford *[Developer]* may make such use of the unsold Lots and Common Area without charge as may facilitate such completion of sale, including, but not limited to, maintenance of a sales office, construction office, the showing of the Lots and the display of signs and the use of Lots as parking lot notwithstanding anything contained herein to the contrary. *(Amended by Amendment dated 11/1/94.)*

If the Common Area is used by Hartford in this capacity, Hartford will return the Common Area to its original condition prior to their use, at no cost to the Association. *(Added by Amendment dated 11/1/94.)*

ARTICLE III - UTILITIES, EASEMENTS AND ROADS

SECTION 3.01. - Easements. Perpetual easements (hereinafter called "Easements") for the installation or maintenance of utilities, including storm sewer, sanitary sewer, gas, electricity, water, telephone, cable television and other utilities of every kind and nature now or hereafter constituting utilities (herein

generally referred to as "Utilities") and drainage areas are hereby reserved both to the Developer and the County of Osceola in and all utility easement and drainage easement areas (herein called "Easement Areas") shown on Lake Ajay Village, which Easements shall include, without limitation, the right of reasonable access over Lots to and from the Easement Areas; and the Developer and the County of Osceola shall each have the right to convey such Easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity (herein called "Utility Providers") who shall furnish Utilities or services to the Development or other property. Neither the Easement right reserved pursuant to this paragraph, nor as shown on the Plat, however, shall impose any obligations on the Developer to maintain such Easement Areas or to install or maintain the Utilities or any retention or detention areas (hereinafter defined), nor any pipes, lines, culverts, channels or other facilities or improvement that may be located on, in or under such Easements, or which may be served by them within Easement Areas. No structure, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the Easement Areas or any Utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any Easement Areas, or which may reduce the size of any ponds, creeks, lakes or other water retention areas (herein referred to as "Retention or Detention Areas") which are shown on Lake Ajay Village Plat or which may be constructed in such Easement Areas.

SECTION 3.02 - Maintenance of Easements. The Owners of the "Class A" Lots, subject to the privileges, rights and Easements referred to in this Article III, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and Easements. Easement Areas of each Lot, including landscape easements and plantings thereon, whether reserved hereunder or as shown on the Lake Ajay Village Plat, or as may have been installed by the Developer, and all facilities and improvements in such Easement Areas shall be maintained continuously by the Owner of the Lot except for those improvements for which the Utility Provider is responsible and except for the areas designated in Section 7.01, which shall be maintained by the Association. With regard to specific Easements for drainage as shown on the Lake Ajay Village Plat, the Developer shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such Easement Area, including sloped control areas.

ARTICLE IV - PROPERTY RIGHTS

SECTION 4.01 - Owners Rights of Enjoyment. Every Owner shall have a right of enjoyment and an easement in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the Developer reserved herein and subject to the following provisions.

- A) The right of the Association to levy annual and special assessments.
- B) The right of the Association to suspend the voting rights of any Class A Member 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. Notwithstanding anything contained herein to the contrary, assessments shall continue during any suspension period.
- C) The right of the Developer or the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency or utility for any purpose. After the Developer has sold all Lots, no such dedication or transfer shall be effective unless an instrument signed by two-thirds of Members agreeing to such dedication or transfer has been recorded.
- D) The right of the Association to grant access to police, fire and other public vehicles.

Notwithstanding anything contained herein to the contrary, Hartford shall not be assessed any annual or special assessments for any lots it owns until April 15, 1995. *(Added by Amendment dated 11/1/94.)*

SECTION 4.02 - Delegation of Use. A Member may delegate his right of enjoyment to the Common Area and facilities to the members of his immediate family, to his guests and to his tenants, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any Member to pay assessments as provided in Article VIII.

SECTION 4.03 - Limitation Upon Use of Common Areas. No Owner may plant, garden, erect, or maintain fences, hedges, walls or other improvements upon the Common Area except those improvements installed by Developer or the

Association in connection with the development of the land or approved by the Architectural Control Committee. The Board of Directors or the Developer may establish reasonable rules and regulations concerning the use of the Common Area and landscaping within the Common Area by adjoining landowners.

ARTICLE V - ARCHITECTURAL CONTROL

SECTION 5.01 - Architectural Control

Committee. The Board shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee (hereinafter sometimes referred to as the "Committee"), notwithstanding anything contained herein to the contrary, until such time as the Developer has sold all the Lots in the Development, the Developer shall be the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Lots or Dwellings in the manner hereinafter provided.

SECTION 5.02 – Committee Authority. No exterior additions or alterations, including exterior coloring, to any Dwelling, Structure, or Lot in the Development, tree removal, landscaping and additional landscaping, fences or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained, except such as are installed or improved by the Developer in connection with the initial construction of the buildings and improvements within the Development, until the same is approved by the Committee. The Committee shall have full authority to regulate, in accordance with the terms and provisions of the Declaration, the use and appearance of the exterior of the Dwelling to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Development as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Development as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with provisions of this Declaration, and, if the Board has not constituted itself as the

Committee, such rules and regulations shall be approved by the Board prior to the same taking effect.

Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

SECTION 5.03 - Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Dwelling), including that portion of any Lot not actually occupied by the Dwelling, except such as are installed, improved or made by Developer or its designated builder(s), until the plans and specifications, showing the nature, kind, shape, height, materials, location, color and approximate cost of the same shall have been submitted to, and approved by, the Committee in writing. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require within reason. In the event the Committee fails to approve or disapprove any application within fifteen (15) days after the same has been submitted to it, the Committee's approval shall be deemed to have been disapproved. The Committee's approval shall be in writing. If no application has been made to the Committee, a suit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or an Owner may resort immediately to any lawful remedy for such violation.

SECTION 5.04 - Procedure. As is set forth Section 5.02, the Committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matter within its jurisdiction. In the event the Board does not constitute itself as the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such application to the Committee with such person recommendations for Committee action thereon. Such Preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable.

SECTION 5.05 - Standards. No approval shall be given by the Committee pursuant to the provisions of this Article, unless the Board or Committee, as the case may be, determines that such approval shall:

- A) Assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Development, and
- B) Shall protect and conserve the value and desirability of the Development as a residential community, and
- C) Shall be consistent with the provisions of this Declaration, and
- D) Shall be in the best interests of the Association in maintaining the value and desirability of the Development as a residential community.

SECTION 5.06 - Developer Consent. Any and all actions of the Committee as to Lots owned by the Developer must have the written approval of Developer, unless such approval is waived in writing by Developer.

SECTION 5.07 - Exculpation of Developer and Committee. Developer and Committee cannot and shall not be held responsible for any loss or damage to any person arising out of the approval or disapproval of plans, designs or construction errors, nor shall Developer or Committee be held responsible for loss or damage to any person arising out of non-compliance with any zoning law, ordinance or land use or building regulation.

ARTICLE VI - MEMBERSHIP AND VOTING RIGHTS

SECTION 601 - The Declaration, as amended, shall affect all Owners and all said Owners agree to be bound, for themselves and as a charge and duty of each said property owned, or to be owned by them. (Replaced previous 6.01 by Amendment dated 11/1/94.)

SECTION 6.01 - *[It is an additional covenant and condition to the ownership of lands in Lake Ajay Village, as now platted, and as to lands in subsequent plats of annexed lands thereof, that Developer may exclusively in its own right at anytime in the future, pursuant to the rights herein reserved, create an Owner's Association which shall affect all properties in said Lake Ajay Village, and to which provisions all Owners agree to be bound, for themselves and as a charge and duty of each said property owned, or to be owned by them, which provisions shall become effective immediately upon the happening of the recordation by Developer or its assignee, of the Charter of Articles of Incorporation and Bylaws of*

such Owner's Association, all among the public records of Osceola County, Florida. Developer reserves such exclusive right, for itself and its assignee, to impose the effect of such Owner's Association on all the Lots of Lake Ajay Village, whether owned by or previously conveyed by, Developer until and including January 1, 1998, by recording such documents, as aforesaid.] (Deleted in its entirety by Amendment dated 11/1/94.)

SECTION 6.02 - The said Owner's Association shall have the right to own and take title to areas not previously dedicated and accepted by the public such as roads, streets and other ways, greenways, drainage ways, retention areas, recreational areas and the facilities on it, open space and the like, and to designate improvements to be constructed on any of said lands which it may own at such time, or subsequently acquire. It shall have the right to assess the costs of such improvements to the Owners of all Lots in Lake Ajay Village and subsequent annexations thereto. Such rights of assessment shall include charges for maintenance of such improvements. All assessments shall be fairly apportioned over all the Lots in the subdivision and such assessments shall be paid by the Lot Owners in convenient installments as the Association may direct. If such assessments be not promptly paid, they shall be secured by the charge of a lien on the Lot or Lots of each Owner who shall have become delinquent, which if not paid may be foreclosed after 90 days, after same is outstanding, in the same manner as provided under Florida Law for the foreclosure of mortgages.

Notwithstanding anything contained herein to the contrary, Hartford shall not be assessed any annual or special assessments for any lots it owns until April 15, 1995. (Added by Amendment dated 11/1/94.)

SECTION 6.03 – Members. Every Owner of a Lot shall be a member of the Association as designated in Section 6.04 of this Article. Membership shall be appurtenant to and may not be separated (i) from ownership of a Lot which is subject to assessment or (ii) from occupancy of a Dwelling.

SECTION 6.04 – Membership Classes and Voting Rights. The Association shall have the following two (2) classes of voting membership:

- A) Class A. Class A Members shall be all Owners of Lots, except the Developer for so long as the Developer retains Class B voting rights as defined herein. Class A Members shall be entitled to one (1) vote for each such Lot so owned.
- B) Class B. The Class B Member shall

be the Developer. Class B Member shall be entitled to four (4) votes for each Lot owned plus four (4) votes for each possible Lot, presuming maximum allowable density, of the Additional Property, calculated at the time of any vote and regardless of whether the Additional Property, or any portion thereof, has been annexed into and subjected to this Declaration. The Class B membership shall cease and be converted to Class A membership when one of the following occurs:

1. When the total votes outstanding Class A membership equals or exceeds the total votes outstanding in the Class B membership and the total Class A votes are not less than eighty one (81),
2. Or the Developer voluntarily converts its Class B memberships to Class A memberships.

The date of voluntary conversion from Hartford to the Association is November 1, 1994 and from that date on the Association shall have one class of membership consisting of all Owners of Lots and the Owner shall be entitled to one (1) vote for each such Lot so owned. *(Added by Amendment dated 11/1/94.)*

SECTION 6.05 - Joint owner. When more than one person holds an interest in any Lot, all such persons shall be members of the Association; provided, however, that Owners vote shall be exercised as provided above or as all such persons among themselves determine but in no event shall more than one (1) vote be cast with respect to any Class A lot.

SECTION 7.01 - Purpose of Assessment. The Association shall have the authority to levy assessments against each Lot to be used exclusively to promote the recreation, health, safety and welfare of the residents in the Development and for the improvement and maintenance of the Common Area, and those easement areas to be maintained by the Association, including, but not limited to, cost of repair, replacement and additions thereto; cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the maintenance of the streets in the Development, the construction and maintenance of a gated entrance, if constructed; the procurement and maintenance of insurance; the employment of attorneys, accountants and other

professionals to represent the Association when necessary or useful; the employment of security personnel; and such other needs as may arise.

SECTION 7.02 - Creation of Lien. In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the Members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against each Lot. The Developer, for each lot owned within the Development, hereby covenants, and each Owner of any Lot by acceptance of a Deed to any Lot(s), whether or not it shall be so expressed in such Deed, shall be deemed to covenant and agree to pay to the Association:

- A) Annual assessments or charges,
- B) Special assessments for capital improvements,
- C) Special assessments for emergencies as needed for purposes other than a capital improvement, and
- D) Specific assessments against any particular Lot which were established pursuant to the terms of this Declaration, and
- E) Any unpaid amount owed to the Association for any expenditure made by the Association permitted in this Declaration.

All such assessments, used hereinabove and as set out in Section 8.01(6), together with interest, costs and reasonable attorneys fees incurred in the collection thereof, shall constitute a lien upon the Lot against which each such assessment is levied and shall run with title to the Lot, and shall take priority from the date the notice of the lien for delinquent assessments is filed in the Public Records of Osceola County, which notice shall state the description of the Lot, the Owner's name, the amount due and the date due. The lien shall be prior to and superior in dignity to the creation of any homestead status but subordinate to any first mortgage as hereinafter set forth. Every Owner of a Lot hereby consents to the imposition of such lien prior to any homestead status until paid in full.

SECTION 7.03 - Special Assessments. In addition to the annual assessment authorized, the Association, through its Board of Directors, may levy in any assessment year a special assessment or assessments for capital improvement or emergency purposes, and any such assessment authorized under Section 8.01 (b), Article VIII, and Section 2.12 of Article II hereof, need be approved only by the Board of Directors and

not the two-thirds (2/3) vote of the membership. Written notice of any meeting called for the purpose of making the levy of a special assessment requiring approval of the membership shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. Each lot sold by Developer shall be assessed (to be paid at closing of said Lot) a one-time \$200.00 special assessment to be utilized by the Association for improvements to the Development. This special assessment shall be in addition to any other special assessment and the annual assessment charged by the Association.

SECTION 7.04 - Annual Assessments. Annual Assessments shall be determined for each Lot by the Board of Directors of the Association prior to January 1st of each year for all accessible property by determining the sum necessary to fulfill the obligations and purpose of said assessment. Written notice of the annual assessment shall then be sent to every Owner subject thereto and the due date shall be established by the Board of Directors, which may be monthly, quarterly, or on an annual basis. The Association shall, upon request 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.

Notwithstanding anything contained herein to the contrary, the Developer, as a Class B Member, shall not be obligated to pay annual assessments for the period of time that the Developer pays, any amount of common expense incurred and not produced by the special and annual assessment collectible from Class A Members. For purposes of this calculation, replacement reserves or capital expenditures shall not be considered as common expenses. Developer, at its option, may elect to pay annual assessments for Lots it owns rather than subsidize the Association as herein before set forth.

SECTION 7.05 - Uniform Rate of Assessments. Both annual and special assessments shall be fixed at a uniform rate for each Lot (other than the Developer Lots) and may be collected, at the Board's option, on a monthly, quarterly or annual basis.

SECTION 7.06 - Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to each Lot as the time of the closing of the purchase of each Lot from the Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates for assessments shall be established by the Board of Directors of the Association.

SECTION 7.07 - Remedies of the Association for Non-payment of Assessments. Any assessment not paid within ten (10) days after the due date shall bear

interest from the due date at the maximum legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In any foreclosure the Owner shall be required to pay the costs and expense of filing the notice of lien and all reasonable attorneys fees incurred in the collection of any assessment, which costs, expenses and attorneys fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas. Any suit to recover money judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of lien securing the same.

SECTION 7.08 - Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. Any Mortgagee which obtains title to a Lot as a result of foreclosure of such a first mortgagee that is recorded prior to a notice of lien, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee. Such unpaid assessments shall be deemed a common expense of the Association and collectible from all Owners, pro rata, including the acquiring mortgagee, its successor or assign. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot from the lien for assessments made thereafter. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

SECTION 7.09 - Exempt Property. All properties dedicated to and accepted by a public authority and all properties owned by the Association shall be exempt from assessments created herein.

ARTICLE VIII - MAINTENANCE OF COMMON AREA AND LOTS

SECTION 8.01 - The responsibility for the maintenance of the Common Area and Lots within the Development shall be as follows:

- A) Common Area. The Association,

subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and any improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Common Area shall consist of those areas in the Development conveyed or dedicated to the Association by the Developer or otherwise acquired by the Association; provided however that each Lot Owner shall maintain from the front property line to the pavement on inside Lots, and from the front property line and side property line abutting a street to the pavement on all corner Lots.

- B) Lots. Each Class A Owner shall be responsible for the maintenance of his Lot, and right-of-way areas, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements located within a Lot. In the event an Owner fails to maintain the exterior of his Lot in a good, clean, attractive and sanitary condition, or in the event the Board deems it in the best interest of the Development, then the Association may provide said maintenance after delivery of seven (7) days written notice to the Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot. Should the Owner of the Lot not reimburse the Association on or before ten (10) days from date of assessment, the Association shall have the right to lien the Lot as provided in Section 7.02. The Association shall have a reasonable right of access and entry upon any Lot to do work reasonably necessary for the property operation and maintenance of the Development.
- C) Taxes. The Association shall pay all real and personal property taxes and assessments for any property owned by the Association.
- D) Insurance. The Association shall maintain adequate casualty and liability insurance on the Common Area specified in the

FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements.

- E) Drainage and Utility Easements. The Association shall not be responsible for maintaining any easement areas designated on the Plat as "Drainage and Utility Easement" which shall be maintained by the Lot Owners. Notwithstanding anything contained herein to the contrary, Hartford shall have no obligation to maintain the lots it owns pursuant to this paragraph until such time as a house is constructed on said lot. *(Paragraph added by Amendment dated 11/1/94.)*

SECTION 8.02 - Maintenance of Common and Landscaped Areas by Association. It is mandatory that entry features, landscaped areas and Common Areas be attractively maintained by the Association. A decision to abandon or substantially reduce such maintenance shall require the express written approval of seventy-five percent (75%) of the voting membership of the Association.

The common drainage areas shall be preserved and kept free of debris, trash and other materials.

Landscaped access is to be maintained in substantial accordance with the quality and quantity of plantings originally installed by the Developer. Such maintenance includes irrigation, fertilizing, weeding, mowing, trimming, spraying and, if needed, replacement of damaged or diseased plantings with comparable plantings.

Nothing in these requirements shall restrict the Association from upgrading landscaping materials.

The Association acknowledges and agrees that it shall adhere to the standards set forth in this Section 8.02. Hartford, after written notice to the Association, may, at its option, maintain said front entrance and/or common areas should the Association not adhere to the requirements contained herein, at no cost to the Association. (Added by Amendment dated 11/1/94.)

ARTICLE IX – REMEDIES

SECTION 9.01 - Violations. Whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of this Declaration, Developer or Association shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the

expense of Owner of such property, which expense shall be payable by such abatement or removal shall not be deemed a trespass or make Developer or Association liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

ARTICLE X -SPECIAL PROVISIONS TO SATISFY THE REQUIREMENTS OF FEDERAL NATIONAL MORTGAGE ASSOCIATION

SECTION 10.01 - The Association shall allow all Lot Owners, their lenders, insurers and guarantors of first mortgages to inspect, during normal business hours, all of the records of the Association.

SECTION 10.02 - Upon written request, the Association shall furnish its most recent annual statement to any holder of a first mortgage of a Lot in the Development.

SECTION 10.03 - The Association may cancel, without penalty or cause, any contract or lease made by it before Owners other than the Developer assumed control of the Association, upon ninety (90) days written notice to the other party.

SECTION 10.04 - Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage on any Lot in the Development:

- A) Notice of any condemnation or casualty loss that affects a material portion of the Development or the applicable lot.
- B) Notice of any delinquency in the payment of assessments more than sixty (60) days past due as to the applicable lot.
- C) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- D) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

ARTICLE XI – MISCELLANEOUS

SECTION 11.01 - Approvals. Wherever the Declaration provides that the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until and after a request is approved in writing by Developer. In the event.

Developer fails to act on any written request within thirty (30) days after the same has been received by Developer as required above, the consent or approval of Developer to the particular action sought in such written request shall be conclusively deemed not granted.

SECTION 11.02 - Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to any person, firm or corporation, including, but not limited to the Association, any or all right, powers, easements, privileges, authorities and reservations given to or reserved by Developer by any part or paragraph of the Declaration or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights powers, easements, privileges, authorities or reservations in said Committee, except in the event aforesaid. None of the provisions of this Section 11.02 shall apply to or effect the provisions of Article VI.

SECTION 11.03 - Developer's Rights.

Developer reserves and shall have the sole and exclusive right for 5 years from date of recordation of the documents:

- A) To modify and amend these Covenants as may be required by the Federal National Mortgage Association or other insurer of first mortgages upon the Lots without acquiring the approval or joinder of any other Owner or mortgagee.
- B) To amend, modify or grant exceptions or variances from any of the use restrictions set forth in Article II of this Declaration without notice to or approval by other Owners or mortgagees. All amendments modification, exceptions or variances increasing or reducing the minimum square footage of dwellings, pertaining to fence size, location of composition, or pertaining to the location of structures on a lot shall be conclusively deemed to be within the authority and right of Developer under this subsection. Any such amendments or modifications

shall be effective upon the recordation of same in the public records of Osceola County, Florida.

- C) To amend these covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any Owner or mortgagee. Any such amendments or modifications shall be effective upon the recordation of same in the public records of Osceola County, Florida.
- D) To include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants and restrictions applicable to the Development which do not lower the standards of the Declaration.
- E) Notwithstanding anything contained herein to the contrary in this Declaration, the Articles of Incorporation or Bylaws, Hartford shall be entitled to use any unsold Lot or Lots as an aid in selling Lots or as a sales office, construction trailers and sales trailers. *(Replaced previous E by Amendment dated 11/1/94.)*
- E) *[Notwithstanding anything contained herein to the contrary in this Declaration, the Articles of Incorporation or Bylaws, the Developer shall be entitled to use any unsold Lot or Lots as an aide in selling Lots or as a sales office, construction trailers and sales trailers. The Developer shall further have the right to complete construction of all improvements to the Common Area contemplated by its development plan and to transact, on the Development, any business to consummate the sale of Lots, and all sales office and model furniture shall not be considered Association property and shall remain the property of the Developer.] (Deleted in its entirety by Amendment dated 11/1/94.)*

[SECTION 11.04 - Termination of Developer's Rights. Upon the sale by the Developer of all Lots in the Development and

Developer's written assignment of its rights and obligations hereunder to the Association, the Association shall be entitled to exercise all of the Developer's rights and obligations herein provided, including but not limited to, enforcement rights set forth in Section 11.09.] (Deleted in its entirety by Amendment dated 11/1/94.)

SECTION 11.05 - Additional Covenants. No owner, without the prior written approval of Developer, may impose any additional covenants or restrictions on any part of the Development.

SECTION 11.06 - Termination. This Declaration as amended and added to from time to time, and as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Development and shall remain in full force and effect for a period of thirty (30) years from the date of recording the Declaration and thereafter this Declaration shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the commencement of any ten (10) year period, an instrument in writing, executed by the Owners representing seventy-five percent (75%) of the votes of Lots has been recorded in the Public Records of Osceola County, Florida, in which written agreement this Declaration may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement.

SECTION 11.07 - Amendment. Subject to the provisions of Section 11.03 hereof, this Declaration may be amended by an instrument executed by the then Owners who represent seventy-five (75%) of the votes of Lots and shall be placed of record in the Office of the Clerk of the Circuit Court of Osceola County. Notwithstanding anything herein contained to the contrary, no amendment of this Declaration which in any way alters, changes, limits, diminishes or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of a Lot shall be effective without the joinder of the institutional mortgagee. For purposes of this statement, an institutional mortgagee shall be defined as an insurance bank (including without limitation, a mutual savings bank, life insurance company, savings and loan association, real estate investment trust, pension fund, trust, government agency, mortgage company, FNMA, or any such entity. No amendment may be made which is in conflict with municipal requirements for maintenance of specified Common Areas.

SECTION 11.08 - Negligence. Any Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or by that of any member of his family, or by his or her guests, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy or abandonment of a Lot interest or its appurtenances.

SECTION 11.09 - Enforcement. If any person, firm, corporation or other entity shall violate or attempt to violate this Declaration, it shall be lawful for Developer, or any Owner:

- A) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate this Declaration; or
- B) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate this Declaration for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section 11.09 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, its grantees, successors or assigns, to enforce any covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.
- C) In any proceeding arising because of alleged failure of an Owner to comply with the terms of this Declaration, its Exhibits or regulations adopted pursuant thereto, a said documents and regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

SECTION 11.10 - Severability. The invalidation of any provision or provisions of this Declaration set

forth herein by judgment or court order shall not affect or modify any of the other provisions of this Declaration which shall remain in full force and effect.

SECTION 11.11 - Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

SECTION 11.12 - Conflicts. In the case of any conflict between the Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, the Declaration shall control.

SECTION 11.13 – Notwithstanding anything to the contrary, the property covered by this Declaration, as amended, shall not include or consist of Tract C. As such, Tract C shall expressly not be part of the Development nor part of the Common Area.

IN WITNESS WHEREOF, Developer has caused this instrument to be duly executed the date and year indicated. [August 28, 1992]

EXHIBIT A LEGAL DESCRIPTION

All of Lake Ajay Village as filed and recorded in Plat Book 2, Page 201, 202, 203 and 204 of the Public Records of Osceola County, Florida, being described as follows:

That portion of Lots 1,2,15,16 and 25 in Section 5, Lots 5, 6, 7, 8 and 9 in Section 4 and Lots 10 and 11 in Sections 4 & 5 of T 25 S, R 31 E, according to the Narcoossee Farm and Townsite Company's Survey and Plat of said Sections 4 and 5, situated and lying East of State Road No. 15, North of South Florida Water Management District Canal 29-B and West of said District Canal 29-A in Osceola County, Florida.

More particularly described as: Beginning at the N.E. corner of Section 5, T 25 S, R 31 E, Osceola County, Florida, run N 89° 32' 05" W, along the North line of said Section 5, 1331.81 ft. to the Easterly R.O.W. line of State Road No. 15; run thence S 41° 23' 21" E, along said R.O.W. line, 921.96 ft. to the Point of Curve of a 2338.54 ft. Radius Curve to the Right, with a Delta of 41° 56' 52": run thence along said Curve, 1712.11 ft. to the Point of Tangency; run thence along said R.O.W. line, S 00° 33' 31" W, 523.79 ft. to the North R.O.W. line of South Florida Water Management District Canal 29-B; run thence N 87° 45' 46" E, along said District R.O.W. line, 40.05 ft; run thence S 00° 33' 31" W, 25.00 ft; run thence N 87° 45' 46" E, 178.36 ft. to the ordinary high water line of Lake Ajay at elevation 57.00 M.S.L; run thence on a traverse of said elevation line, the following bearings and distances: N 37° 46' 57" E, 326.44 ft; N 18° 45' 28" E, 133.89 ft; N 10° 02' 03" W, 378.51 ft;

N 61° 22' 13" W, 243.64 ft; N 29° 25' 35" E, 293.72 ft; N 02° 03' 58" E, 254.94 ft; N 15° 18' 25" W, 309.42 ft; S 36° 47' 52" E, 158.60 ft; N 69° 59' 14" E, 493.82 ft; S 26° 56' 08" W, 207.51 ft; S 10° 58' 38" E, 236.32 ft; N 36° 03' 38" E, 254.82 ft; N 66° 25' 31" E, 540.08 ft. to the Westerly R.O.W. line of South Fla. Water Management District Canal 29-A; run thence N 21° 33' 44" E, along said R.O.W. line, 982.02 ft. to the North line of Section 4, T 25 S, R 31 E; run thence N 89° 49' 13" W, along said North line, 2375.52 ft. to the Point of Beginning.

LESS THE FOLLOWING:

Beginning at the Northwest corner of Block C of a Replat of Tract C, Lots 75, 76, 77 and 78, as filed and recorded in Plat Book 6, Page 85 of the Public Records of Osceola County, Florida, run S 89° 32' 05" E, along the North line of aforesaid Block C, 447.87 ft; run thence S 00° 27' 55" W, 200.00 ft; run thence S 48° 36' 39" W, 200.00 ft. to the East Right of Way line of State Road No. 15; run thence N 41° 23' 21" W, along said East Right of Way line, 447.67 ft. to the Point of Beginning.

ALSO LESS:

Beginning at the Northwest corner of "Tract D", Lake Ajay Village, as filed and recorded in Plat Book 2, Pages 201, 202, 203 and 204 of the Public Records of Osceola County, Florida, run S 89° 40' 13" E, along the North line of said Tract D, a distance of 196.65 ft. to a point; thence departing said North line of Tract D, run S 00° 10' 47" W, a distance of 197.10 ft. to a point; run thence S 80° 40' 07" W, a distance of 233.06 ft. to a point; run thence S 36° 30' 31" W, a distance of 7.06 ft. to a point on the Northeasterly Right of Way line of Forest Breeze Way, said point also being a Point on Curve; thence with the Arc of a Curve to the Left, having for its Elements a Radius of 261.01 ft., a Central Angle of 04° 23' 54", a Chord which bears N 50° 17' 56" W, a distance of 20.03 ft., a distance of 20.04 ft. to a Point on the Curve; thence departing said Curve, run N 36° 30' 31" E, (Non-Radial), a distance of 89.14 ft. to a point; run thence N 00° 11' 22" E, a distance of 156.74 ft. to the Point of Beginning.

(Entire Exhibit A replaced by First Amendment dated 9/2/1992 and subsequently by Second Amendment dated 9/11/1992.)

Reproduced 2/11/06

Includes: First Amendment dated 9/2/1992, Second Amendment dated 9/11/1992, Third Amendment dated 11/1/1994, and Amendments adopted on 10/28/1996.

LAVHOA/dch