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**DECLARATION OF NEIGHBORHOOD COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
WATERFORD LAKES TRACT N-25A  
NEIGHBORHOOD ASSOCIATION, INC.**

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-----

This Declaration of Neighborhood Covenants, Conditions and Restrictions of Waterford Lakes Tract N-25A Neighborhood Association, Inc. (the 'Neighborhood Declaration') is made by WATERFORD PROPERTY HOLDINGS, INC., a Florida corporation ("Declarant").

**WITNESSETH**

WHEREAS, Huckleberry Land Joint Venture, a Florida joint venture, executed and recorded a Declaration of Covenants and Restrictions of Huckleberry, dated April 1, 1985, and recorded in O.R. Book 3625, Page 2075, as amended in O.R. Book 4133, Page 2122, Public Records of Orange County, Florida, as amended and restated and as supplemented from time to time (the "Master Declaration"), relating to and governing certain activities on the real property described on an attachment thereto; and

WHEREAS, the term 'Huckleberry' as used throughout the Master Declaration referred to a Development of Regional Impact ('DRI') located in East Orange County, Florida, and the name of the Huckleberry DRI has now been changed to the Waterford Lakes DRI; and

WHEREAS, Article II, Section 2 of the Master Declaration permits Declarant to (i) file a declaration forming a neighborhood association and (ii) file neighborhood restrictions with respect to property encumbered by the Master Declaration so long as pursuant to Article VIII of the Master Declaration all legal documents (and all amendments thereto) of such neighborhood association have been approved by the Master Association; and

WHEREAS, Declarant desires to form a neighborhood association and to file this set of conditions and restrictions with respect to the property described on the attached **Exhibit A** incorporated herein by this reference (the "Property" or the "Neighborhood").

NOW, THEREFORE, Declarant hereby declares that all of the Property, is and shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. Said easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Property or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in the Property.

**ARTICLE I  
DEFINITIONS**

The following words and terms when used in this Neighborhood Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Articles" and "By-Laws" shall mean the Articles of Incorporation and the By-Laws of the Neighborhood Association as they may exist from time to time.

B. 'Board' shall mean the Board of Directors of the Master Association, appointed or elected in accordance with the Bylaws of the Master Association.

C. "Builder" shall mean any purchaser of one or more Lots from Declarant for the construction and resale of Units.

D. "Common Areas" or "Common Property" shall mean and refer to those tracts of land (together with any improvements thereon) located within Waterford Lakes that are actually and specifically dedicated, deeded or leased to the Master Association for the use and enjoyment of all owners of property under the jurisdiction of the Master Association and designated in said dedication, deed or lease as "Common Property", or tracts of land identified as 'Common Property' (or otherwise identified as being owned by the Community Association) on a final plat (or final development plan) recorded by the Declarant. The term "Common Property" shall also include any personal property acquired by the Master Association if said property is designated as "Common Property" in the bill of sale or instrument transferring such property. Common Property is specifically reserved for the use and benefit of all owners of property in Waterford Lakes.

E. 'Community Association' or "Master Association" shall mean and refer to the Huckleberry Community Association, Inc., a Florida not for profit corporation, its successors and assigns (doing business as the Waterford Lakes Community Association, Inc.). The terms 'Community Association' and "Master Association\*" may be used interchangeably.

F. 'Community-Wide Standard' shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing throughout Waterford Lakes. Such standard may be more specifically determined by the Board and the Architectural Review Committee.

G. 'Declarant' shall mean Waterford Property Holdings, Inc., a Florida corporation, and its successors and assigns if such successors and assigns are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

H. 'Declaration' or 'Master Declaration' shall mean the Declaration of Covenants and Restrictions of Huckleberry, recorded in O.R. Book 3625, Page 2075, as amended by amendment recorded in O.R. Book 4133, Page 2122, as amended and restated in O.R. Book 4327, Page 3881, all such references being to the Public Records of Orange County, Florida, and as further amended and supplemented from time to time.

I. "Institutional Lender" shall mean and refer to the owner and holder of a Mortgage encumbering a Unit or Lot, which owner and holder of said Mortgage may be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, private or public pension fund, veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

J. 'Lot' or "Lots" shall mean and refer to the approximately 140 residential Lots into which the Property (as described on EXHIBIT A) shall be subdivided and platted when the phase or phases of the plats of the Property are recorded. With respect to any additional land made subject to this Neighborhood Declaration by annexation, the term "Lot" shall mean and refer to any parcel of land

shown upon any recorded subdivision map or plat of the land to be annexed upon which in the future will be located an attached or detached single-family residential dwelling.

K. "Master Plan" shall mean the plan of development for Waterford Lakes reflected in Exhibit D attached to the Master Declaration and as amended from time to time in accordance with approvals obtained from Orange County, Florida.

L. "Member" shall mean and refer to all those who are members of the Association as provided in Article III hereof.

M. "Mortgage" shall mean a permanent or construction mortgage, a deed of trust, a deed to secure debt, or any other form of security deed, including any collateral security documents executed in connection therewith.

N. "Mortgagee" shall mean a beneficiary or holder of a Mortgage.

O. "Neighborhood\*" shall mean the Property described on Exhibit A to this Neighborhood Declaration together with any additional land made subject to this Neighborhood Declaration by annexation pursuant to Article II hereof.

P. "Neighborhood Association" shall mean Waterford Lakes Tract N-25A Neighborhood Association, Inc., a Florida non-profit corporation, its successors and, assigns, and shall be a homeowner association, not a condominium formed pursuant to Chapter 718 of the Florida Statutes.

Q. "Neighborhood Board" shall mean the Board of Directors of the Neighborhood Association, appointed or elected in accordance with the Bylaws of the Neighborhood Association.

R. "Neighborhood Common Expenses" shall mean the actual and estimated expenditures, including reasonable reserves, for maintenance, operation and other services required or authorized to be performed by the Neighborhood Association pursuant to this Neighborhood Declaration or with respect to Neighborhood Common Property, all as may be found to be reasonably necessary by the Neighborhood Board pursuant to this Neighborhood Declaration, the By-Laws, and the Articles of Incorporation of the Neighborhood Association.

S. "Neighborhood Common Property" or "Neighborhood Common Area" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated, deeded or leased to the Neighborhood Association for the use and enjoyment of all Owners of property in the Neighborhood and designated in said dedication, deed or lease as "Neighborhood Common Property," or tracts of land identified as "Neighborhood Common Property" (or otherwise identified as being owned by the Neighborhood Association) on a final plat (or final development plan) recorded by the Declarant. The term "Neighborhood Common Property" or "Neighborhood Common Area" shall also include any personal property acquired by the Neighborhood Association if said property is designated as "Neighborhood Common Property" or "Neighborhood Common Area" in the bill of sale or instrument transferring such property. Neighborhood Common Property is specifically reserved for the use and benefit of Members of the Neighborhood Association only, and is an integral appurtenant part of each Unit.

T. "Neighborhood Representative" shall mean the senior elected officer (e.g., Neighborhood Association president) from the Neighborhood who shall be the person responsible for casting all votes attributable to Units in the Neighborhood and for acting for and on behalf of all of the members of the Neighborhood Association in connection with any and all Master Association business. The next senior

officer of the Neighborhood Association shall be the alternate Neighborhood Representative to the Master Association.

U. 'Notice' shall mean delivery of any document by mail with postage prepaid to the last known address according to the records of the Neighborhood Association of the person or entity who appears as Owner in the records of the Neighborhood Association. If available from the records of the Neighborhood Association, notices to an Owner will be sent to a tenant of Owner occupying the Unit. Notice to one of two or more co-owners shall constitute notice to all Owners.

V. "Open Space" shall mean an exterior open area from the ground upward devoid of residential and commercial buildings, accessory structures and impervious areas; except however, those buildings and structures or areas used exclusively for recreational purposes may be included in the Open Space.

W. "Owner" shall mean and refer to the owner as shown by the records of the Neighborhood Association (whether it be the Declarant, one or more persons, firms or legal entities) of fee simple title to any Lot or Unit located within the Property. Owner shall not mean or refer to the holder of a Mortgage or security deed its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

X. "Parks" shall mean lands so designated on the Master Plan, which lands may or may not be further designated as Common Property or as Neighborhood Common Property.

Y. "Property" shall mean and include the Property described in Exhibit A attached to this Neighborhood Declaration, and any additional land if annexed in accordance with the terms and conditions of Article II hereof.

Z. "Supplemental Declaration" shall mean any supplement, amendment or modification of this Neighborhood Declaration.

AA. "Surface Water Management 'System'" shall mean that portion of the open Space consisting of swales, inlets, culverts, retention ponds, detention ponds, lakes, outfalls, storm drains and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water.

BB. "Turnover" shall mean the transfer of operation of the Neighborhood Association by the Declarant as described in Article X hereof.

CC. "Unit" shall mean a portion of the Property, whether developed or undeveloped, intended for development, use and occupancy as an attached or detached residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration but not limitation) condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted Lots, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided or as provided in Supplemental Declarations covering all or part of the Property. The term shall include all portions of the Lot owned including any structure thereon. In the case of a rental apartment building or other structure which contains multiple dwellings, if any, each dwelling shall be deemed to be a separate Unit. In the case of a parcel of vacant land or land in which improvements are under construction, the parcels shall be deemed to contain the numbers of Units designated for such parcel on the Master Plan or site plan approved by Declarant, whichever is more recent, until such time as a certificate of



occupancy is issued on all or a portion thereof by a local government entity having jurisdiction, after which the portion designated in the certificate of occupancy shall constitute a separate Unit or Units as determined above, and the number of Units in the remaining land, if any, shall continue to be determined in accordance with this paragraph.

DD. 'Voting Member' of the Neighborhood Association shall mean (i) all Owners (except for the Declarant and Class "C" members) as to votes allocated to a Class A Member, (ii) the Declarant as to votes allocated to a Class B member and (iii) all Builders as to votes allocated to the Class C member.

EE. 'Waterford Lakes' shall mean the property described in Exhibit C attached to the Master Declaration, and formerly known as Huckleberry.

FF. 'Zero Lot Line Wall' shall mean that exterior wall of the Unit that is constructed immediately contiguous to the side-yard perimeter line of the Lot upon which the Unit is constructed.

## ARTICLE II

### PROPERTY SUBJECT TO NEIGHBORHOOD DECLARATION

#### Section 1. Property Subject to this Neighborhood Declaration.

From and after the time that this Neighborhood Declaration is recorded in the Public Records of Orange County, Florida, the Property shall be subject to the terms and conditions of this Neighborhood Declaration. The Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in this Neighborhood Declaration, which shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors or assigns and shall inure to the benefit of each owner thereof.

#### Section 2. Annexation.

A. Subject to the consent of the owner thereof, the Neighborhood Association may annex additional real property to the provisions of this Neighborhood Declaration and the jurisdiction of the Neighborhood Association. Such annexation shall require the affirmative vote of Voting Members representing two-thirds (2/3) of the votes of each class of Members of the Neighborhood Association. The annexation of land under this subparagraph A shall be accomplished by the recordation in the Public Records of Orange County, Florida, of a Supplemental Declaration describing the property being annexed and signed by the President and Secretary of the Neighborhood Association and by the owner of the property being annexed. Any such annexation shall be effective upon filing unless otherwise provided therein.

B. No provision of this Neighborhood Declaration shall be construed to require Declarant or any other person or entity to annex any real property to this Neighborhood Declaration.

C. The Declarant intends to develop the Property and its adjoining lands in accordance with the Master Plan, but hereby reserves the right to modify the Master Plan (with respect to the Property and other lands included in the Master Plan) from time to time in its sole discretion and at its option but always in accordance with applicable regulatory requirements. The Declarant shall not be required to follow any predetermined order of improvement and development within the Master Plan or

Property; and it may annex additional lands and develop them before completing the development of the Property.

D. In the event that either the Federal Housing Administration or the veterans Administration insures or guarantees any mortgage encumbering a Lot, and the regulations or procedures of such agency require under such circumstances approval of annexations by such agency or determination by such agency that such annexation is consistent with the general plan of development for the Neighborhood, then such approval or determination shall be a prerequisite to such annexation.

Section 3. Conveyance of Neighborhood Common Property to the Neighborhood Association.

When the Declarant closes on the sale of the first Unit within the Property the Declarant shall be obligated to convey title to all of the Neighborhood Common Property, if any, to the Neighborhood Association which shall be obligated to accept such conveyance.

Section 4. Withdrawal.

For a period of five (5) years from the recording of this Neighborhood Declaration, when necessary or desirable to accommodate changes in the master Plan, Declarant may withdraw from the provisions of this Neighborhood Declaration any of the Property or portion thereof that continues to be owned by the Declarant, and its successors or assigns, and which has not been dedicated or designated as Neighborhood Common Property. Withdrawals under this Section 4 shall be accomplished by filing a Supplemental Declaration describing the real property to be withdrawn and shall become effective when such Supplemental Declaration has been recorded in the Public Records of Orange County, Florida, unless otherwise provided therein.

**ARTICLE III**

**MEMBERSHIP VOTING RIGHTS**

Section 1. Membership.

Every Owner, including the Declarant, shall be a Member of the Neighborhood Association, and by acceptance of a deed or other instrument evidencing ownership interest, each Owner accepts membership in the Neighborhood Association, acknowledges the authority of the Neighborhood Association as herein stated, and agrees to abide by and be bound by the provisions of this Neighborhood Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Neighborhood Association. In addition to the foregoing, the family quests, invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Neighborhood Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Neighborhood Association.

Section 2. Allocation of Voting Rights.

A. Members of the Neighborhood Association shall be allocated votes as follows:

Class A. Class A Members shall be all Owners with the exception of: (i) the Declarant and (ii) Class "C" Members. Each Class 'A' Member shall be entitled to one vote for each Lot owned.

Class B. The Class B Member shall be the Declarant, or its specifically designated (in writing) successor. The Class B member shall be allocated three (3) votes for each Lot or Unit owned by it within the Property which is subject to assessment by this Neighborhood Association; provided, that the Class B membership shall cease and become converted to Class A membership upon Turnover of the Neighborhood Association as set forth in Article X. Upon conversion to Class A

membership, the Declarant shall have one vote for each Unit or Lot owned by it within the Property so long as said Unit or Lot is subject to assessment by this Neighborhood Association.

Class C. Class C Members shall be all Builders. Each Builder shall remain a Member so long as it owns a Lot. Class C members shall be allocated one vote for each Lot owned by the Class C member. Upon the transfer of title of any Lot which is held for resale by a Builder, the Class C membership interest appurtenant to such Lot or Unit shall automatically be converted to a Class A membership interest unless the Lot or Unit is resold to the Declarant, in which case the membership shall automatically be converted to a Class B membership interest or unless the Lot, with no Unit built thereon, is sold to another Builder, with the consent of Declarant, in which case the membership shall not convert.

B. When any Unit or Lot is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, time-share or interval ownership, or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the secretary of the Neighborhood Association (and in all events for time share or interval ownership), such Owner shall select one official representative to qualify for voting in the Neighborhood Association and shall notify in writing the Secretary of the Neighborhood Association of the name of such individual. The vote of each official representative shall be considered to represent the will of all the Owners of that Lot or unit. If the Owners fail to designate their official representative, then the Neighborhood Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owner(s). Upon such notification the Owner may not vote until the Owner(s) appoint their official representative pursuant to this paragraph.

C. Notwithstanding anything to the contrary hereinabove, the Declarant and each Builder shall be entitled to attend Neighborhood Association meetings and to exercise the voting rights attached to any Class A membership they may own.

D. All Members of the Neighborhood Association are directed to Article VII herein and to the Master Declaration for provisions explaining voting rights in the Master Association. At Master Association meetings, the Neighborhood Representative, as defined in Article I, Section "T" herein, shall be the person responsible for casting all votes attributable to Units in the Neighborhood and for acting for and on behalf of all Members of the Neighborhood Association.

### Section 3. Change of Membership.

A. Change of membership in the Neighborhood Association, shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument conveying record fee title to any Lot or Unit, and by the delivery to the Neighborhood Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by acceptance of such instrument, become a Member of the Neighborhood Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Neighborhood Association, said Owner shall become a direct or indirect member, but shall not be entitled to voting privileges enjoyed by its predecessor in interest until delivery of a copy of the conveyance instrument to the Neighborhood Association. The foregoing shall not, however, limit the Neighborhood Association's powers or privileges and the new Owner shall be liable for accrued and unpaid fees and assessments attributable to the Lot or Unit acquired; provided, however, that an Owner of a rental apartment building, if any, shall become liable for and shall pay all fees and assessments

attributable to such the Units in such Building on the date of receipt of the certificate of occupancy therefor.

B. The interest, if any, of a Member in the funds and assets of the Neighborhood Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's real property. Membership in the Neighborhood Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner of record transfers or conveys his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 4. Master Association.

The Neighborhood Association shall be a member of the Master Association, as set forth in Article VII hereof. The Neighborhood Association shall be represented before the Master Association by the Neighborhood Representative.

**ARTICLE IV  
FUNCTIONS OF ASSOCIATIONS**

Section 1. Neighborhood Common Property.

The Neighborhood Association, subject to the rights of the Owners set forth in this Neighborhood Declaration, shall be responsible for the exclusive management and control of the Neighborhood Common Property and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep the Neighborhood Common Property in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and any agreement with another association or governmental agency and consistent with the Community-Wide Standard.

Section 2. Personal Property and Real Property for Common Use.

The Neighborhood Association, through action of its Neighborhood Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Neighborhood Board, acting on behalf of the Neighborhood Association, shall accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by the Declarant.

Section 3. Services.

The Neighborhood Association shall have the following powers:

A. Maintenance of Neighborhood Common Property. The Neighborhood Association shall adopt standards of maintenance and operation required by this and other subsections within this Section 3 which are consistent with the Community-Wide Standard.

B. Maintenance of any real property located within the Property upon which the Neighborhood Association has accepted an easement for said maintenance. By Quit Claim Deed from Declarant to the Neighborhood Association, recorded or to be recorded in the Public Records of Orange County, Neighborhood Association has accepted or will accept perpetual easements for placement and maintenance by the Neighborhood Association of landscaping and subdivision walls in those areas

within the Neighborhood more particularly described on the Plat or Plats of the Neighborhood recorded or to be recorded in the public records of Orange County.

C. Insect, pest and aquatic control where necessary or desirable in the judgment of the Neighborhood Association to supplement the service provided by the Master Association, state and local governments. The Neighborhood Association reserves a perpetual right on, over and under all of the Property to dispense pesticides and take other action which in the opinion of the Neighborhood Association is necessary or desirable to control insects and vermin; provided, however, the Neighborhood Association shall not dispense herbicides or pesticides in designated conservation areas within the Property except as reasonably necessary to maintain health and safety conditions for residents of the Property and, in such event, shall use only herbicides or pesticides used or approved by state and local governments for controlling such problems in conservation areas. The provisions of this paragraph shall not be construed as an obligation on the part of Neighborhood Association to provide such services.

D. Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Property and to perform any of the functions or services delegated to the Neighborhood Association in any covenants, conditions or restrictions applicable to the Property or in the Articles or By-Laws.

E. Conducting business of the Neighborhood Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of activities, Notice of Meetings, and other important events. The Neighborhood Association shall have the right to enter into management agreements with companies affiliated with the Declarant in order to provide its services, and perform its functions.

F. Adopting, publishing and enforcing such Rules and Regulations as the Neighborhood Board deems necessary; provided such Rules and Regulations are not in conflict with the Rules and Regulations promulgated by the Master Association.

G. Lighting of roads, sidewalks, walking and bike paths throughout the Property as deemed necessary by the Neighborhood Board.

H. At the sole option and discretion of the Neighborhood Board, conducting recreation, sport, craft, and cultural programs of interest to Members, their families, tenants and guests and charging admission fees for the operation thereof.

I. Constructing improvements on Neighborhood Common Property and easements as may be required to provide the services as authorized in this Article.

J. Employment of guards, maintenance of control centers for the protection of persons and property within the Property, installation, operation and maintenance of communication systems by the Neighborhood Association or a contractual designee of the Neighborhood Association, and assistance in the apprehension and prosecution of persons who violate the laws of Orange County or the State of Florida within the Property. However, neither the Neighborhood Association, nor the Declarant shall be obligated to provide any security measures to the Property nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners, tenants, guests, and invitees of any Owner, as applicable, acknowledge that the Neighborhood Association and the Declarant, are not insurers and that each Owner, tenant, guest, and invitee assumes all risk of loss or damage to persons, to Units and to the contents of Units and further acknowledge that Declarant has made no representations or warranties,

nor has any Owner, tenant, guest, or invitee relied upon any representations or warranties, express or implied, including any warranty of merchantability or fitness for any particular purpose relative to any security measures recommended or undertaken.

K. The Neighborhood Association may also provide exterior maintenance upon any Unit or upon any structure containing Units which, in the Neighborhood Association's opinion, requires such maintenance because said Unit or structure is being maintained in a manner inconsistent with the Community-wide Standard of the Property. The Neighborhood Association shall notify the Owner of said Unit or structure in writing, specifying the nature of the condition to be corrected and if the Owner has not corrected the condition within fifteen (15) days after date of said notice, the Neighborhood Association (after approval of a majority of the Neighborhood Board) may correct such condition. Said maintenance shall include but not be limited to painting, repairs, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. For the purpose of performing the exterior maintenance authorized by this Article, the Neighborhood Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Unit or exterior of any Unit or other structures or improvements located in the Neighborhood at reasonable hours on any day, except Saturday and Sunday; provided, however, the Neighborhood Association shall have the right of entry without notice if necessary to correct an emergency situation. The cost of such maintenance shall be assessed against the Unit upon which such maintenance is performed as a Special Assessment as provided in Article VI, Section 7.

L. Establish use fees and promulgate rules and regulations respecting the use of Neighborhood Common Property and Neighborhood Association facilities by Members and persons other than Members.

M. Engage in any activities reasonably necessary to remove from the Neighborhood Common Property, lakes, Surface Water Management System and Open Space any pollutants, hazardous waste or toxic materials, and by Special Assessment, recover costs incurred from the Owner(s) causing or upon whose property such materials were located or generated.

The functions and services allowed in this Section to be carried out or offered by the Neighborhood Association at any particular time shall be determined by the Neighborhood Board taking into consideration proceeds of assessments and the needs of the Members of the Neighborhood Association. The functions and services which the Neighborhood Association is authorized to carry out or to provide, may be added to or reduced at any time upon the affirmative vote of a majority of the Neighborhood Board; provided, however, the Neighborhood Board may not vote to reduce or abrogate the Neighborhood Association's responsibility to maintain Neighborhood Common Property. The Neighborhood Association may provide the permitted services by contract with third parties, including agreements with applicable governmental agencies.

#### Section 4. Mortgage and Pledge.

The Neighborhood Board shall have the power and authority (subject to the provisions of Article V, Section 11E hereof and Article XI, Section 2A hereof) to mortgage the property of the Neighborhood Association and to pledge the revenues of the Neighborhood Association as security for loans made to the Neighborhood Association which loans shall be used by the Neighborhood Association in performing its functions.

Section 5. Conveyance to Neighborhood Association.

The Neighborhood Association shall be obligated to accept any and all conveyances to it by Declarant of fee simple title, easements or leases to Neighborhood Common Property.

Section 6. Conveyance by Neighborhood Association.

The Neighborhood Association may convey lands or easements to the Declarant in connection with any replatting of any portion of the Property.

**ARTICLE V  
EASEMENTS**

Section 1. Owners' Easements of Access and Enjoyment.

Subject to the provisions below, every owner shall have a right to use and an easement of enjoyment in and to the Neighborhood Common Property, together with an easement of access to and from the Neighborhood Common Property which shall be appurtenant to and shall pass with the title to the Lot or Unit owned by such Owner, subject to the following:

A. The right of the Neighborhood Association to take such steps as are reasonably necessary to protect the Neighborhood Common Property against foreclosure;

B. All provisions of the Master Declaration, this Neighborhood Declaration and the Articles and By-Laws of the Neighborhood Association;

C. Rules and regulations governing the use and enjoyment of the Neighborhood Common Property adopted by the Neighborhood Association; provided, however, that the Neighborhood Association may not restrict the persons described in Section 4 of this Article from the reasonable use of the Neighborhood Common Property in connection with the construction and sale of Units and other improvements upon the Property.

D. Restrictions contained on any and all plats of all or any part of the Neighborhood Common Property or filed separately with respect to all or any part or parts of the Neighborhood Common Property.

E. Rules and regulations adopted by the Master Association.

F. The additional restrictions set forth in Section 11 of this Article V.

Section 2. Delegation of Use.

Any Owner may delegate in accordance with the appropriate By-Laws, his right of ingress and egress over and across the Neighborhood Common Property and right of use and enjoyment of the Neighborhood Common Property to his guests, invitees and family members, and to tenants and contract purchasers of his Unit, and their respective guests, invitees and family members.

Section 3. Utility Easements.

The Declarant reserves to itself (and its successors or assigns) for so long as the Declarant owns any of the Property, and the Neighborhood Association thereafter, the right to grant easements to any private company, public or private utility or governmental authority providing utility and other services within the Property and the Neighborhood Common Property upon, over, under and across the Property. Said easements shall only be given for the purpose of maintaining, installing, repairing,

altering and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution system, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, power lines, telephone service, gas lines, syphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners, the Property and Neighborhood Common Property. All such easements to be of a size, width and location as Declarant, or the Neighborhood Association after Turnover, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

#### Section 4. Declarant Easements.

The Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate in writing, a perpetual easement, privilege and right in and to, over, under, on and across the Neighborhood Common Property for signage and for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such signage easement and access and use does not unnecessarily interfere with the reasonable use and enjoyment of these properties and facilities by the owners. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any of the Property owned by Declarant. The easements granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Property. Declarant reserves for itself, its successors and assigns, an exclusive, perpetual easement for the installation, service, repair, replacement and maintenance of security and television cables and wire and for community antennae television systems (CATV service, including the placement and location of conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment, both active and passive) within the rights-of-way, Neighborhood Common Property, and easement areas referred to hereinabove.

#### Section 5. Easement to Public Rights-of-Way.

Notwithstanding anything to the contrary set forth in this Neighborhood Declaration, to the extent necessary, each Owner shall have an easement for access to and from his Unit to a public right-of-way over a paved common driveway.

#### Section 6. Service Easements.

Declarant hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant, its successors or assigns to service the Property, and to such other persons as the Declarant from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Neighborhood Common Property for the purposes of performing their authorized services and investigation.

#### Section 7. Drainage Easements.

Drainage flow shall not be obstructed or diverted from drainage easements. The Neighborhood Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to Neighborhood Association to be necessary to maintain reasonable standards of health, safety and appearance. The rights reserved hereunder shall extend to reasonable use of drainways on a residential Unit. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected within the Property that are not located within the specific easement



area designated on the plat or in this Neighborhood Declaration. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines. The Master Association shall have the sole control over elevations and slopes within drainage easements and no Owner or neighborhood association may alter any such elevations except upon written consent of the Master Association.

Section 8. Encroachment Easements.

In some areas, the roof of a Unit may overhang the lot lines of the lot on which said Unit is located. The Developer specifically reserves on behalf of itself and all Units, an encroachment easement for any such roof overhang for the benefit of the Owner of any such Unit. Additionally, there is reserved a drainage easement from the overhanging roof onto the adjoining lot.

Section 9. Zero Lot Line Maintenance Easements.

A. Maintenance of a Zero Lot Line Wall (to the extent Zero Lot Line Lots have been approved by Orange County) shall be the obligation of the Owner of the Zero Lot Line Wall. The Owner shall have an easement over the adjoining Lot, as set forth in and subject to the terms, conditions and obligations of ARTICLE V Section 10 of the Master Declaration, in order to maintain said Zero Lot Line Wall. In no event shall any Owner cut a window or any opening in the Zero Lot Line Wall. Nor shall any Owner make any structural or other changes in the Zero Lot Line Wall, including, but not limited to change of paint color, without the prior express written approval" of the Board or the Architectural Review Committee ("ARC") appointed by the Board` (and of the Neighborhood Board or the Neighborhood architectural review committee if one exists, but such approval at the Neighborhood level shall not relieve the Owner of the obligation to obtain the prior express written approval of the Board or the architectural ' review committee appointed by the Board). In the event the Board (or the Neighborhood Board) or ARC appointed by the Board (or of the Neighborhood Board if one exists) shall determine that the Zero Lot Line Wall has been damaged by the adjacent Lot Owner, that Owner shall be responsible for repairing such damage in timely manner and in accordance with the standards established by the Board (and by the Neighborhood Board). In the event such repair is not so accomplished by said adjacent Owner, within thirty (30) days, unless extended by the Board or the ARC, the Master Association shall have the right at reasonable times to enter the adjacent Lot to effect such repair, and the cost thereof shall be charged to the adjacent Lot Owner, and if not paid in a timely manner, shall become a lien on such adjacent Lot. In the event of any inconsistency or discrepancy between the requirements and standards of the Master Association or its Board or its ARC and the requirements and standards of the Neighborhood Board or the Neighborhood architectural review committee, if any, the standards and requirements and approvals or disapprovals of the Master Association or its Board or its ARC shall control and prevail.

Section 10. Right of Entry.

The Neighborhood Association shall have the right, but not the obligation, to enter any unit for emergency, security, and safety, which right may be exercised by the Neighborhood Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Neighborhood Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Neighborhood Board.

Section 11. Extent of Easements.

The rights and easements of enjoyment created in this Article V shall be subject to the following:

A. The right of the Declarant or the Neighborhood Association, in accordance with its By-Laws, to borrow money from any lender for the purpose of improving and/or maintaining the Parks, lakes, recreation parcels, Surface Management Systems and Neighborhood Common Property and providing services authorized herein and, in aid thereof, to mortgage said properties.

B. The right of the Neighborhood Association to suspend the rights and easements of enjoyment of any Member or any tenant of any Member for any period during which any assessment remains unpaid, and for any period, not to exceed sixty (60) days, for any infraction of its published rules and regulation, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations of the Neighborhood Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment.

C. The right of the Neighborhood Association to charge reasonable admission and other fees for the use of any recreational facility that may be situated on or in the Neighborhood Common Property.

D. The right and authority of the Neighborhood Board, subject to approval by the Master Association to place (and remove after notice) any reasonable restrictions upon any roadways owned by the Neighborhood Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of such roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Property shall not make such restrictions unreasonable.

E. Subject to the provisions of Article XI, Section 2, the right of the Neighborhood Association to give, dedicate, mortgage or sell all or any part of the Neighborhood Common Property (including leasehold interests therein) to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be determined by the Neighborhood Association; provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by voting members representing two-thirds (2/3) of the votes of each class of Members at a duly called meeting of the Voting Members of the Neighborhood Association, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent at least sixty (60) days prior to such meeting to every Voting Member. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or vice-President and Secretary or Assistant Secretary of the Neighborhood Association, and such certificate shall be annexed to any instrument of dedication or transfer affecting the Neighborhood Common Property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

Section 12. Discharge into Water Bodies.

Nothing other than storm water or irrigation waters may be discharged into any lake, canal, or other body of water located within or adjacent to the Property. Any device through which water is drawn (other than a pumping device from any lake, canal, or other body of water onto) or within any portion of the Property most not be visible unless necessary or unless its non-visibility would pose a hazard to navigation or water recreation. The construction of any such device through which water is drawn shall be subject to the prior written approval of the ARC established under Article VIII of the

Master Declaration. Irrigation water may not be withdrawn from any body of water within the Property or the ground without the consent of the Master Association, which consent may be withheld in the sole discretion of the Master Association.

### Section 13. Conservation Areas.

Tract "A" and Tract "C" of Waterford Lakes Tract N-25A PHASE I are conservation areas owned and maintained or to be owned and maintained by the Master Association. No construction, clearing or alteration of Tract 'A' or Tract 'C' is allowed unless approved by Orange County, Florida and/or other applicable jurisdictional agencies. Development rights are dedicated to Orange County, Florida. From time to time the boundaries of Tracts 'A' and 'C' may be flagged or staked to mark the limits of jurisdiction of regulatory agencies. If the boundaries of such Tracts have been so staked or flagged the Neighborhood Association shall have a continuing obligation to maintain such flags and stakes. Regardless of whether such Tracts have been flagged or staked the Neighborhood Association shall, in accordance with all permit conditions and subject to Orange County approval, if required, post and maintain sufficient warning signs to inform its Members and their invitees that any construction, clearing, or alteration of the foregoing conservation areas is prohibited and that all Members and their invitees must comply with all permit conditions to which the conservation areas are now or may in the future become subject. The provisions of this Section 13 shall also apply to any and all tracts designated or to be designated as conservation areas on plats of the additional phase or phases of the Property to be recorded hereafter.

## **ARTICLE VI ASSESSMENTS**

### Section 1. Creation of the Lien and Personal Obligations of Assessments.

The Declarant covenants, and each Owner of any Lot or Unit shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Neighborhood Declaration and to pay the Neighborhood Association: (1) Annual Assessments and (2) Special Assessments, all fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection provided herein shall be a charge and continuing lien as provided herein on the real property and improvements of the Owner against whom each such assessment is made. Each such assessment together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Unit or Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. In the case of timeshare or interval ownership of a Unit, the assessment shall be made against the entire Unit, and the Neighborhood Association shall bill and collect the assessment from the managing agent for each timeshare or interval ownership Unit and shall have no obligation to bill and collect from each interval owner a pro rata share of the assessment for such Unit.

The liability for assessments may not be avoided by waiver of the use or enjoyment of any Neighborhood Common Property or by the abandonment of the property against which the assessment was made. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Neighborhood Association or Neighborhood Board to take some action or perform some function required to be taken or performed by the Neighborhood Association or Neighborhood Board under this Neighborhood Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the

responsibility of the Neighborhood Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 2. Purpose of Annual Assessments.

The Annual Assessments levied by the Neighborhood Association may be used for the improvement, maintenance, enhancement and operation of the Neighborhood Common Property, Parka, Lakes, Surface Water Management System and public areas located in, on or about the Neighborhood and further to provide services which the Neighborhood Association is authorized or required to provide by contract or otherwise, including, but not limited to, the payment of taxes and insurance thereon, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Neighborhood Association for the purpose of enabling the Neighborhood Association to perform its authorized or required functions.

Section 3. Duty of the Neighborhood Board.

It shall be the duty of the Neighborhood Board, at least thirty (30) days in advance of the fiscal year of the Neighborhood Association, to fix the amount of the Annual Assessment against each Lot or Unit and to prepare a roster of the Lots and Units and assessments applicable thereto which shall be kept in the office of the Neighborhood association and shall be open to inspection by the Owner. Failure to fix the amount of the Annual Assessment within the time period set forth above will not preclude the Neighborhood Board from fixing the Annual Assessment at a later date. Written notice of the Annual Assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

Section 4. Rate of Assessment.

Both Annual and Special Assessments must be fixed at a uniform rate for all Units, except as set forth in Section 5 of this Article VI and except that as long as there is Class B membership, the Declarant will have the following option for each assessment year:

A. Until Turnover as provided herein, the Declarant shall be subject assessments by the Neighborhood Association as hereinafter provided. The Declarant shall, commencing as of the date of the conveyance of the first Unit in the Neighborhood to an Owner other than the Declarant, pay to the Neighborhood Association twenty-five percent (25%) of the rate fixed for Class A Members for each Unit owned by the Declarant and in addition, will pay the difference, if any, between the total operating expenses for the Neighborhood Common Property and the amount of assessment required to be paid pursuant to this Article; or

B. The Declarant may pay the full rate of assessment for each unit owned by Declarant and subject to assessment, and, in such event, shall not be liable for the operating deficit of the Neighborhood Association as provided in subparagraph (A).

Section 5. Builder Assessments.

Each Builder, as a Class C Member shall, for each unimproved Lot or Lot with a Unit that is unoccupied and unsold which remains owned by such Builder, pay twenty-five percent (25%) of the Annual Assessment rate fixed for Class A Membership. In the event Declarant is required to fund any operating deficit pursuant to Section 4 above, Builder shall, in addition to paying twenty-five percent (25%) of the Annual Assessment, reimburse Declarant for a pro-rata share of said funded deficit based on the percentage of Lots then owned by Builder within the Neighborhood at the time the deficits are paid by Declarant.

Section 6. Maximum Annual Assessment.

A. Until January 1 of the year immediately following the conveyance of the first unit by Declarant or a Builder to an Owner other than Declarant or a Builder the Maximum Annual Assessment per Unit be Two Hundred Dollars (\$200.00).

B. From and after such date, the Maximum Annual Assessment may be increased each year by the neighborhood Board without a vote of the Membership of the Neighborhood Association by an amount not more than fifteen percent (15%) above the sum of (i) the Maximum Annual Assessment for the previous year, adjusted to reflect price increases based on the U.S. Government's Consumer Price Index ("All Items") plus (ii) increases mandated by governmental agencies and/or increased costs incurred to obtain services from utility companies.

C. From and after January 1 of the year immediately following the conveyance (by Declarant or a Builder) of the first Unit to an Owner other than Declarant or Builder, the Maximum Annual Assessment may not be increased above the amount described in subparagraph (B) above without 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 this purpose.

Section 7. Special Assessments.

In addition to the Annual Assessments authorized by this Article VI, the Neighborhood Association may levy in any fiscal year a Special Assessment applicable to that fiscal 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 Neighborhood Common Property, including fixtures and personal property related thereto; provided, such assessment shall have the affirmative vote or written consent, or combination thereof, of Voting Members representing at least two-thirds (2/3) of the votes of each class of Members. The obligation to pay Special Assessments shall be computed on the same basis as for Annual Assessments. Special Assessments shall be payable in such manner and at such times as determined by the Neighborhood Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Neighborhood Board so determines.

The Neighborhood Association (by simple majority vote of the Neighborhood Board) may also levy a Special Assessment against any Member to reimburse the Neighborhood Association for costs incurred pursuant to Article IV, Section 3.K. or 3.M., in bringing a Member and his Unit or Lot into compliance with the provisions of the Neighborhood Declaration, any amendments thereto, the Articles, the By-Laws, and the Neighborhood Association rules and regulations, which Special Assessment may be levied upon the vote of the Neighborhood Board after notice to the Member and an opportunity for a hearing.

Section 8. Notice and Quorum Requirements.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 6 and 7 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, 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 9. 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 first month following conveyance by Declarant of the first Lot to an Owner. The due date of Annual Assessments provided for herein shall be fixed by Neighborhood Board resolution. The

Annual Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Unit. The Neighborhood Association may delegate to a mortgage company, financial institution or management company responsibility for collection of assessments.

Section 10. Duties of the Neighborhood Board of Directors.

The Neighborhood Board (or any management company to whom the Board has delegated preparation of the roster, in accordance with Article IV, Section 3, paragraph E) shall prepare a roster of Owners and assessments applicable thereto which shall be kept in the office of the Neighborhood Association and shall be open to inspection by any Owner at reasonable times with reasonable notice.

The Neighborhood Association shall, upon demand, at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Neighborhood Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 11. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Neighborhood Association.

If any assessment is not paid on the date due, then such assessment shall become delinquent and the entire assessment shall, together with interest thereon and cost of collection thereof as hereinafter provided, become due and payable and be a continuing lien on the property which shall bind such property in the hands of the then Owner, the Owner's heirs, devisees, personal representatives and assigns. The obligation of the Owner to pay such assessment, however, shall remain a personal obligation. The Neighborhood Association may record a notice of lien for delinquent assessments in the public records and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments thereafter until satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the eighteen percent (18%) per annum, and the Neighborhood Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

The Neighborhood Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Neighborhood Association following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) No assessment shall be assessed or levied on it; and (c) Each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Neighborhood Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees and costs shall be maintainable without foreclosing or waiving the lien securing the same.

Section 12. Subordination of the Lien to the Mortgages; Mortgagees' Rights.

The lien of the assessments provided for herein is subordinate to the lien of any first Mortgage given to an Institutional Lender now or hereafter placed upon a Unit or Lot; provided, however, that

such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

An Institutional Lender, upon request, shall be entitled to written notification from the Neighborhood Association of any default of an owner of any obligation hereunder which is not cured within sixty (60) days. The Neighborhood Association may provide such notice without receiving a request from the Institutional Lender. An institutional Lender may pay taxes or other charges which are in default and which may or have become a charge against any Neighborhood Common Property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Neighborhood Common Property and Institutional Lenders making such payments shall be owed immediate reimbursement therefor from the Neighborhood Association.

The Neighborhood Association shall, upon demand at any time furnish to any owner liable for any type of assessment a certificate in writing signed by an officer or management agent of the Neighborhood Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Neighborhood Association of such assessment therein stated to have been paid. The Neighborhood Association may require the advance payment of a processing fee not to exceed Fifty (\$50.00) Dollars for the issuance of such certificate.

#### Section 13. Damage to Neighborhood Common Property by Owners.

Any maintenance, repairs or replacements within the Neighborhood Common Property arising out of or caused by the willful or negligent act of the Owner, his family, guests or invitees shall be done at said Owner's expense or a Special Assessment therefore shall be made against his Lot or Unit.

#### Section 14. Exempt Property.

The following property subject to this Neighborhood Declaration shall be exempted from all assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Neighborhood Common Property as defined in Article I hereof; (c) any of the Property exempted from ad valorem taxation by the laws of Florida to the extent agreed to by the Neighborhood Associations.

#### Section 15. Master Declaration.

All Owners are additionally subject to the assessments provided for in the Master Declaration to be levied by the Master Association in accordance with the terms and conditions of the Master Declaration.

### **ARTICLE VII**

#### **MASTER ASSOCIATION MEMBERSHIP**

The Neighborhood Association shall be a Member of the Master Association. Memberships in the Master Association shall not be assignable except to the successor-in-interest of the Member. The Neighborhood Association shall represent the interests of all of its members. By acceptance of a deed or other instrument evidencing ownership interest, each Owner accepts a representative membership in the Master Association, acknowledges the authority of the Master Association as stated in the Master Declaration, and agrees to abide by and be bound by the provisions of the Master Declaration, the articles of incorporation, the by-laws and other rules and regulations of the Master Association, as they may be amended from time to time. In addition to the foregoing, the family, guests, invitees and tenants

of said Owners shall, while in or on the Property, abide and be bound by the provisions of the Master Declaration, the articles of incorporation, the by-laws and other rules and regulations of the Master Association, as they may be amended from time to time. By accepting of a deed or other instrument evidencing ownership interest, each Owner acknowledges and agrees that the assessments provided for herein are in addition to, and not in lieu of the assessments to which all Owners are subject pursuant to the Master Declaration.

**ARTICLE VIII**  
**ARCHITECTURAL CONTROL**

Reference is made to Article VIII of the Master Declaration, and all Owners of property within the Neighborhood are subject to the terms, conditions and restrictions of the Master Declaration relating to architectural control. No construction of any kind, including but not limited to, erection of buildings, fences, walks, swimming pools, screened enclosures, mailboxes and play equipment, shall commence without the prior written approval of the architectural review committee (“ARC”) of the Master Association.

**ARTICLE IX**  
**ENFORCEMENT OF RULES AND REGULATIONS**

Every Owner shall comply with the restrictions, covenants, rules and regulations set forth in the Master Declaration and any and all rules and regulations adopted by the Board and adopted by the Neighborhood Board pursuant to and in accordance with Article IV, Section 3F hereof.

Section 1. Enforcement.

Failure of the Owner to comply with such restrictions, covenants, or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorneys' fees for appellate review. The Neighborhood Association shall have the right to suspend voting rights and use of Neighborhood Common Property and lakes for any Owner violating the Neighborhood Declaration (or the rules and regulations or provisions of the Master Declaration) for a period of time which is the longer of sixty (60) days or the term of continued violation. The neighborhood Association (where violation has occurred with respect to a Unit within the jurisdiction of the Neighborhood Association) shall have the right to enforce the provisions of this Neighborhood Declaration through eviction proceedings or other self-help procedures appropriate to the violation.

Section 2. Fines.

In addition to all other remedies, in the sole discretion of the Neighborhood Board, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation, contained herein or promulgated pursuant to this Neighborhood Declaration provided the following procedures are adhered to:

A. NOTICE: The Neighborhood Association shall notify the Owner of the infraction or infractions and the proposed fine(s) and the proposed date on which such fine(s) shall become final, which date shall not be earlier than the next regularly scheduled Neighborhood Board meeting. Included in the notice shall be date and time of the next Neighborhood Board meeting.



B. HEARING: The Owner may petition the Neighborhood Board in writing to appear at the next scheduled Neighborhood Board meeting at which time the Owner shall present reasons why the fine(s) should not be imposed. A written decision of the Board shall be submitted to the Owner not later than twenty-one (21) days after the Neighborhood Board's meeting. Failure of the Owner to contest any proposed fine(s) in accordance with these procedures shall constitute a waiver of his rights to further contest such proposed fine(s).

C. FINES: The Neighborhood Board may impose fines against any Unit as follows:

- (a) First noncompliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).
- (b) Second noncompliance or violation: a fine not in excess of five Hundred Dollars (\$500.00).
- (c) Third and subsequent noncompliance, or violation or violations that are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00) for each week of continued violation or non-compliance.

D. PAYMENT OF FINES: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the fines.

E. COLLECTION OF FINES: Fines shall be treated as a Special Assessment otherwise due to the Neighborhood Association, and as such will be a lien against the Owner's Unit or Lot.

P. APPLICATION OF FINES: All monies received from fines shall be allocated as directed by the Neighborhood Board.

G. NONEXCLUSIVE REMEDY: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Neighborhood Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Neighborhood Association may otherwise be entitled to recover by law from such owner.

## **ARTICLE X TURNOVER**

### Section 1. Time of Turnover.

The Turnover of the Neighborhood Association by the Declarant shall occur at the Turnover meeting described in Section 2 below which meeting shall take place within sixty (60) days of the occurrence of the following events, whichever occurs earliest:

- (a) December 31, 2014.
- (b) Upon voluntary conversion to Class A membership by the Declarant.
- (c) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

The Declarant, or its successors or assigns, shall remain a member so long as it owns a Lot or Unit subject to this Neighborhood Declaration.

Section 2. Procedure of Calling Turnover Meeting.

The purpose of the Turnover meeting shall be to elect directors to the Neighborhood Association. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Neighborhood Association shall notify in writing all Members of the date, location, and purpose of the Turnover meeting.

Section 3. Procedure for Meeting.

The Turnover Meeting shall be conducted in accordance with the most recent revision Of Robert's Rules of Order.

**ARTICLE XI**  
**MORTGAGEE PROVISIONS**

The following provisions are for the benefit of holders of first Mortgages on Units in the Property. The provisions of this Article apply to both this Neighborhood Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action.

An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Neighborhood Association (such request to state the name and address of such holder, insurer, or guarantor and the Residential Unit number, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Residential Unit on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

(b) any delinquency in the payment of assessments or charges owed by an owner of a Residential Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any Eligible Holder, upon request, is entitled to written notice from the Neighborhood Association of any default in the performance by an Owner of a Residential unit of any obligation under the Neighborhood Declaration or By-Laws of the Neighborhood Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Neighborhood Association.

Section 2. Voting Rights of Mortgagee.

For purposes of this Section, an Eligible Holder of a Mortgage shall be entitled to one (1) vote for each first mortgage owned.

A. Unless at least two-thirds (2/3) of the first Mortgagees or voting Members representing at least two-thirds (2/3) of the total Neighborhood Association Members (other than Declarant) consent, the Neighborhood Association shall not, by act or omission abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Neighborhood Common Property which the Neighborhood Association owns, directly or indirectly (The granting of easements for public utilities or other similar purposes consistent with the intended use of the Neighborhood Common Property shall not be deemed a transfer within the meaning of this subsection.);

Any election to terminate the legal status of Waterford Lakes as a Planned Unit Development shall require:

(i) The approval of at least fifty-one percent (51%) of the Eligible Holders if the election to terminate the legal status is the result of substantial destruction or a substantial taking in condemnation of the Property; or

(ii) The approval of at least sixty-seven percent (67%) of the total Voting Members of the Neighborhood Association and sixty-seven percent (67%) of the Eligible Holders.

B. In the event a portion of the Property is either condemned or destroyed or damaged by a hazard that is insured against, restoration or repair shall be performed substantially in accordance with the provisions of the Neighborhood Declaration and the original plans and specifications for the project unless fifty-one percent (51%) of the Eligible Solders approve the taking of other action by the Neighborhood Association.

C. The vote or written consent of sixty-seven percent (67%) of the total Voting Members of the Neighborhood Association and fifty-one percent (51%) of the Eligible Holders shall be required to assume self-management of the Neighborhood Association if professional management of the Neighborhood Association has been required by an Eligible Solder at any time.

#### Section 3. Voluntary Payments by Mortgagees.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Neighborhood Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of a Neighborhood Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Neighborhood Association.

#### Section 4. No Priority.

No provision of this Neighborhood Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Neighborhood Common Property.

#### Section 5. Notice to Neighborhood Association.

Upon request, each Owner shall be obligated to furnish to the Neighborhood Association the name and address of the holder of any Mortgage encumbering such Owner's Residential Unit.

#### Section 6. Amendment by Neighborhood Board.

Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Neighborhood Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

#### Section 7. Applicability of this Article.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Neighborhood Declaration, the By-Lave, or Florida corporate law for any of the acts set out in this Article.

Section 8. Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Neighborhood Board to respond to or consent to any action shall be deemed to have approved such action if the Neighborhood Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Neighborhood Association's request.

**ARTICLE XII**

**INSURANCE AND CASUALTY LOSSES**

Section 1. Insurance.

The Neighborhood Board or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Neighborhood Common property. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In the alternative, the Neighborhood Association may request that the Master Association (but the Master Association shall not be obligated to) obtain and continue in effect adequate blanket all-risk casualty insurance, if reasonable available, and if not reasonably available, then at a minimum, fire and extended coverage, in such form as the Neighborhood Board deems appropriate for one hundred (100%) percent of the replacement cost of all structures located on Units within the Neighborhood and/or Neighborhood Common Property and charge the costs thereof to the Owners of Units within the Neighborhood as a neighborhood assessment.

Insurance obtained on the Neighborhood, whether obtained by the Neighborhood Association or the Master Association (and paid for by the Neighborhood Association), shall at a minimum comply with the applicable provisions of this Section 1, including the provisions of this Article applicable to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Neighborhood Common Property. All such insurance shall be for the full replacement cost.

To the extent available on commercially reasonable terms and conditions, the Neighborhood Board shall also obtain a public liability policy covering the Neighborhood Common Property, the Neighborhood Board, the Neighborhood Association, its Members and the management company, if any, for all damage or injury caused by the negligence of the Neighborhood Association or any of its Members or agents. The public liability shall have at least a One Million Dollar (\$1,000,000.00) limit for bodily injury, personal injury, and property damage from a single occurrence, and, if reasonably available, a Five Million Dollar (\$5,000,000.00) umbrella liability policy. The Neighborhood Board may also obtain errors and omissions coverage as it deems advisable.

Premiums for all insurance on the Neighborhood Common Property shall be Common Expenses of the Neighborhood Association and shall be included in the Annual Assessment, as described in Article VI or may be levied by the Master Association. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Neighborhood Board shall be written in the name of the Neighborhood Association as trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Neighborhood Common Property shall be for the benefit of the Neighborhood Association, its Members, and Mortgagees providing construction financing on the Neighborhood Common Property.

(c) Exclusive authority to adjust losses under policies obtained by the Neighborhood Association on the Property shall be vested in the Neighborhood Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Neighborhood Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonable available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Orlando, Florida, area.

(f) The Neighborhood Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Neighborhood Board, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;

(iv) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Neighborhood Association or its duly authorized manager without prior demand in writing delivered to the Neighborhood Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Neighborhood Association, its manager, any Owner, or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual owners' policies from consideration; and

(vi) that the Neighborhood Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Neighborhood Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Neighborhood Association's funds, if reasonably available, and flood insurance if required. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months assessments on all Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Neighborhood Association of any cancellation, substantial modification, or non-renewal.

### Section 2. Individual Insurance.

By virtue of taking title to a Unit which is subject to the terms of this Neighborhood Declaration, each Owner covenants and agrees with all other Owners and with the Neighborhood Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon meeting the same requirements as set forth in Section 1 of this Article XII for insurance on the Neighborhood Common Property, unless the Master Association at the request of the Neighborhood Association carries such insurance (which they are not obligated to do hereunder). Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Unit, the owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Neighborhood Declaration. The Owner shall pay any costs of repair or reconstruction which is not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Unit in a neat and attractive condition consistent with the Community-Wide Standard.

### Section 3. Damage and Destruction.

A. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Neighborhood Association, the Neighborhood Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

B. Any damage or destruction to the Neighborhood Common Property shall be repaired or reconstructed unless the Unit Owners representing at least seventy-five (75%) percent of the total vote of the Neighborhood Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Neighborhood Association within said period, then the period shall be extended until such information shall be made available; provide, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination

of whether the damage or destruction to the Neighborhood Common Area shall be repaired or reconstructed; provided, however, this provision shall not apply to construction Mortgagees providing construction financing for such damaged property.

C. In the event that it should be determined in the manner described above that the damage or destruction to the Neighborhood shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Property shall be restored to its natural state and maintained by the Neighborhood Association in a neat and attractive condition consistent with the Community-Wide Standard.

#### Section 4 Disbursement of Proceeds.

If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Neighborhood Common Property shall be retained by and for the benefit of the Neighborhood Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Neighborhood Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

#### Section 5. Repair and Reconstruction.

If the damage or destruction to the Neighborhood Common Property is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Neighborhood Board shall, without the necessity of a vote of the Voting Members, levy a special Assessment against all Owners on the same basis as provided for Annual Assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

### **ARTICLE XIII**

#### **NO PARTITION**

Except as is permitted in the Neighborhood Declaration or amendments thereto, there shall be no physical partition of the Neighborhood Common Property or any part thereof, nor shall any person or entity acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property have been removed from the provisions of this Neighborhood Declaration. This Article shall not be construed to prohibit the Neighborhood Board from acquiring and disposing of tangible personal property from acquiring title to real property which may or may not be subject to this Neighborhood Declaration.

### **ARTICLE XIV**

#### **CONDEMNATION**

Whenever all or any part of the Neighborhood Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Neighborhood Board acting on the written direction of Voting Members representing at least two-thirds (2/3) of the total Neighborhood Association vote and the Declarant, as long as the Declarant owns any Property which may become subject to this Neighborhood Declaration) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Neighborhood Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Neighborhood Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking, the Declarant, so long as the Declarant owns any property which may become subject to this Neighborhood Declaration, and Voting Members representing at least seventy-five percent (75%) of the total vote of the Neighborhood Association shall otherwise agree, the Neighborhood Association shall restore or replace such improvements so taken on the remaining land included in the Neighborhood Common Property to the extent lands are available therefor, in accordance with plans approved by the Neighborhood Board. If such improvements are to be repaired or restored, the above provisions in Article XIII hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Neighborhood Common Property, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Neighborhood Association and used for such purposes as the Neighborhood Board shall determine.

**ARTICLE XV**  
**PARTY FENCES**

**Section 1. Party Fences.**

Each fence that is built as a part of the original construction of the Units within a grouping of attached units, placed on the dividing line between two Units and a fence, or portion thereof, on the dividing line between the common open space appurtenant to two or more Units shall constitute a party fence, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 2. Cost.**

The cost of reasonable repair and maintenance of a party fence shall be shared by the Owners who make use of the fence in proportion to such use.

**Section 3. Damage or Destruction.**

If a party fence is destroyed or damaged by fire or other casualty, the Owners who share the use of the fence shall restore it, and said owners shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

**Section 4. Right of Contribution.**

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 5. Arbitration.**

In the event of any dispute arising concerning a party fence under the provisions of this Article, each party shall choose an arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.



**ARTICLE XVI**  
**GENERAL PROVISIONS**

Section 1. Duration.

This Neighborhood Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Neighborhood Association; the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Neighborhood Declaration is recorded. Upon the expiration of said thirty (30) year period, this Neighborhood Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Neighborhood Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Neighborhood Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, Voting Members representing three-fourths (3/4) of the votes of the Neighborhood Association vote in favor of terminating this Neighborhood Declaration at the end of its then current term.

Written notice of any meeting at which such proposal to terminate this Neighborhood Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least sixty (60) days advance of said meeting. In the event that the Neighborhood Association votes to terminate this Neighborhood Declaration, the President and Secretary of the Neighborhood Association shall execute certificate which shall set forth the resolution of termination adopted by the Neighborhood Association, the date of the meeting of the Neighborhood Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Neighborhood Association, the total number of votes required to constitute a quorum at a meeting of the Neighborhood Association, the total number of votes necessary to adopt a resolution terminating this Neighborhood Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution.

Said certificate shall be recorded in the Public Records of Orange County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Neighborhood Declaration. Termination of the Neighborhood Association shall not have the effect of terminating easements herein provided or granted prior to such termination, or terminating contractual rights created prior to termination which from the context of the contract were meant to survive termination.

Section 2. Amendments by Members Other than the Declarant.

This neighborhood Declaration may be amended at any time by the affirmative vote or written consent, or any combination thereof, of Voting Members representing three-quarters (3/4) of each class of Members of the Neighborhood Association; provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision and further provided that so long as Declarant is (i) the Owner of any Unit, or any property affected by this Neighborhood Declaration, as amended from time to time, or (ii) appoints a Director of the Neighborhood Board, no amendment shall be effective without Declarant's express joinder and consent. If any proposed amendment to this Neighborhood Declaration is approved by the Members as set forth above, the president and Secretary of the Neighborhood Association shall execute an Amendment to this Neighborhood Declaration which shall set forth the amendment, the effective date of the amendment, the date of the meeting of the Neighborhood Association at which such amendment

was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Neighborhood Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Public Records of Orange County, Florida.

Notwithstanding anything above contained to the contrary, no amendment may impair the validity or priority of the lien of any Mortgage hold by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

### Section 3. Amendments by Declarant.

Until such time as the Turnover Meeting referenced in Article X, Section 1 occurs, the Declarant (with respect to portions of the Neighborhood still owned by Declarant) specifically reserves for itself, its successors and assigns, and to the Neighborhood Association, the right to modify, change, revoke or rescind any or all of the restrictive covenants contained in this Neighborhood Declaration so long as such modification, change, revocation or rescission is consistent with the provisions of the Master Declaration. Notwithstanding the above, Declarant shall have the right to amend this Neighborhood Declaration, without the necessity of joinder by Owners or any other persons or entities, to make non-substantial changes that do not materially or adversely affect the interests of owners or other affected parties, and to clarify any ambiguities or conflicts, subject, however, to the requirements, if appropriate, of Section 5 below.

### Section 4. Assignment of Rights and Duties.

Any and all of the rights, powers and reservations of the Neighborhood Association and Declarant may be assigned to any person, corporation or association which will assume the duties of the Neighborhood Association or Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, he or it shall to the extent of such assignment have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Neighborhood Association or the Declarant. Further, the Neighborhood Association or the Declarant may from time to time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate.

### Section 5. FHA/VA Approval.

As long as there is a Class B membership, and so long as the Declarant wishes to maintain its FHA/VA approved status, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, mergers and consolidations, mortgaging and dedication of Neighborhood Common Property, amendment of this Neighborhood Declaration, dissolution, and amendment of the Articles of Incorporation of the Neighborhood Association. Furthermore, to the extent and if required as a condition of obtaining approval by FHA/VA, that Declarant must make modifications to this Neighborhood Declaration, then Declarant shall have the right to so modify this Neighborhood Declaration without the necessity of joinder of any Owner or any other party who may be affected.

### Section 6. Density Transfers.

If an Owner of a Lot shall develop such property so that the number of Units contained therein is less than the allowable number of Units allocated by the Master Plan to that particular Lot, the excess allowable Units not used by the Owner (with respect to that Lot) shall inure to the benefit of Declarant's remaining properties.

Section 7. Special Exceptions and Variations.

Unless the written consent of both the Master and Neighborhood Associations is first obtained, no Owner shall file a request for zoning variations, special exceptions or zoning changes, affecting or relating to land within the Property.

Section 8. Municipal Service Taxing Units.

In order to perform the services contemplated by this Neighborhood Declaration, the Neighborhood Association or Declarant, in conjunction with Orange County, Florida, may seek the formation of special purpose municipal service taxing units ('MSTUs'). The MSTUs will have responsibilities defined in their enabling resolutions which may include, but are not limited to, maintaining roadway informational signs, traffic control signs, beaches, trash receptacles and other street furniture, keeping all public roadways and roadside pedestrian easements clean of windblown trash and debris, moving, payment of electrical charges, maintenance of drainage canals, ponds and structures, maintenance of designated landscape areas, payment of energy charges for street and pedestrian lighting, and other services benefiting the Property. In the event such MSTUs are formed, the Property will be subject to assessment for the cost of services performed within the MSTU and personnel working for or under contract with Orange County shall have the right to enter upon lands within the Property to affect the services contemplated. Each Owner by acquiring lands with the Property agrees to pay each and every MSTU assessment imposed upon the Owner's land in a timely manner, failing which such assessments and special charges shall be a lien upon those lands. The Neighborhood Association retains the right to contract with Orange County to provide the services funded by the MSTUs.

Section 9. Reclaimed Water.

If the Owner of s Lot shall have provided to the unit or Units therein an irrigation system capable of using reclaimed water for irrigation purposes, and reclaimed water shall become available, then in such events, the Neighborhood Association may: (i) require the Owner of each such Unit to use the reclaimed water for irrigation purposes and (ii) charge a reasonable uniformly applied fee for the use of such reclaimed water. Costs of connection to the Reclaimed Water Source shall be paid by the Declarant if the Declarant has requested such connection.

Section 10. Enforcement.

Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Neighborhood Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Neighborhood Association or any Owner or the Declarant to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppels of the right to enforce same thereafter. Further, the Neighborhood Association shall have the right of self help to cure any violations that remain uncured after any required notice is given.

Section 11. Severability.

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

Section 12. Interpretation.

The Neighborhood Board shall have the right except as limited by any other provisions of this Neighborhood Declaration or the By-Laws (including, but not limited to ARTICLE VII hereof) to determine all questions arising in connection with this Neighborhood Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Neighborhood Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance of Neighborhood Common Property and the facilities located thereon.

Section 13. Authorized Action.

All actions which the Neighborhood Association is allowed to take under this instrument shall be authorized actions of the Neighborhood Association as approved by the Neighborhood Board in the manner provided for in the By-Laws of the Neighborhood Association, unless the terms of this instrument provide otherwise.

Section 14. Termination of Neighborhood Declaration.

Should the Members of the Neighborhood Association vote not to renew and extend this Neighborhood Declaration as provided for herein, all Neighborhood Common Property owned by the Neighborhood Association at such time shall be transferred to another association or appropriate public agency having similar purposes. If no other association or agency will accept such property then it will be conveyed to a Trustee appointed by the Circuit Court of Orange County, Florida, which Trustee shall sell the Neighborhood Common Property free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Orange County, Florida. That portion of the Open Space or Neighborhood Common Property consisting of the Surface Water Management System cannot be altered, changed or sold separate from the lands it serves. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Neighborhood Common Property, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Neighborhood Common Property. The excess of proceeds, if any, from Neighborhood Common Property shall be distributed among Owners in a proportion which is equal to the proportionate share of such Owners in Neighborhood Common Expenses.

Section 15. Execution of Documents.

The Master Plan for the development of the Property may require from time to time the execution of certain documents required by governmental authorities. To the extent that said documents require the joinder of Owners, the Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section shall recite that it is made pursuant to this Section.

Section 16. Indemnification.

The Neighborhood Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Neighborhood Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee member shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officer and directors shall have no personal liability with respect to any contract or

other commitment made by them, in good faith, on behalf of the Neighborhood Association (except to the extent that such officers or directors say also be Members of the Neighborhood Association), and the Neighborhood Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to other on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Neighborhood Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 17. Prohibited Actions.

Notwithstanding anything contained herein to the contrary, the Neighborhood Association will perform no act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

Section 18. Singular, Plural and Gender.

Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 19. Construction.

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

IN WITNESS WHEREOF, the Declarant has executed this Neighborhood Declaration the day and year first above written.

WITNESSES:

WATERFORD PROPERTY HOLDINGS, INC.,  
a Florida Corporation

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: R. Jacobson

Print Name: M. Stein

\_\_\_\_\_

As Its: President

Print Name: G. Limager (?)

And

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: R. Jacobson

Print Name: S. Sallows

\_\_\_\_\_

As Its: Exe. V. P. Finance

Print Name: G. Limager (?)

(Corporate Seal)

**DOMINION OF CANADA**

**PROVINCE OF ONTARIO**

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 1994 by M. Stein as President of Waterford Property Holdings, Inc., a Florida corporation on behalf of the corporation.

Signature of Notary Public: Grace Lam

**DOMINION OF CANADA**

**PROVINCE OF ONTARIO**

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 1994 by S. Sallows as Exe. V. P. of Waterford Property Holdings, Inc., a Florida corporation on behalf of the corporation.

Signature of Notary Public: Grace Lam

**JOINDER AND CONSENT TO NEIGHBORHOOD DECLARATION**

Huckelberry Community Association, Inc., a Florida not for profit corporation (the “Master Association”) pursuant to and in accordance with Article VIII of the Master Declaration hereby joins in and consents to the foregoing Neighborhood Declaration as evidence of the Master Association’s approval thereof.

WITNESSES:

HUCKELBERRY COMMUNITY  
ASSOCIATION, INC., a  
Florida not-for profit  
corporation

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: ??

Print Name: Ralph Smith

\_\_\_\_\_

As Its: President

Print Name: ??

**STATE OF FLORIDA**

**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 1994 by Ralph E. Smith, Sr. as President of Huckelberry Community Association, Inc., a Florida not for profit corporation on behalf of the corporation.

Signature of Notary Public: Ivette Velasquez

**EXHIBIT "A"**

**Legal Description of the Property**

**WATERFORD LAKES TRACT N-25A  
LEGAL DESCRIPTION**

Commencing at the Southwest corner of the Northwest 1/4 of section 26, Township 22 South, Range 31 East, run S89°52'44"E, along the South line of said Northwest 1/4, a distance of 1534.59 feet for a POINT OF BEGINNING; thence S19°11'34"W, a distance of 133.84 feet; thence N45°00'00"E, a distance of 280.00 feet; thence S90°00'00"E, a distance of 183.85 feet; thence N45°00'00"E, a distance of 219.82 feet; thence N00°00'00"E, a distance of 183.85 feet; thence N45°00'00"E, a distance of 340.00 feet; thence N84°28'31"E, a distance of 1752.00 feet; thence N45°54'S4"E, a distance of 294.00 feet to a point on the Easterly right-of-way line of the proposed Lake Underhill Road Extension; thence S44°05'06"E, along said right-of-way line, a distance of 343.11 feet to the point of curvature of a curve, concave Southwesterly, having a central angle of 12°38'31" and a radius of 960.00 feet; thence run Southeasterly along the arc of said curve, a distance of 211.82 feet; thence departing said curve and said right-of-way line, run S78°49'37"W, a distance of 487.24 feet; thence S69°08'36"W, a distance of 37.41 feet; thence SO1°02'08"E, a distance of 446.02 feet; thence S73°20'05"W, a distance of 475.39 feet; thence S05°35'02"W, a distance of 580.00 feet; thence N84°24'S8"W, a distance of 425.00 feet; thence N49°44'06"W, a distance of 418.27 feet; thence S79°04'13"W, a distance of 291.73 feet to a point on a curve, concave Easterly, having a central angle of 65°20'16" and a radius of 200.00 feet; thence from a tangent bearing of S06°08'25"W, run Southerly along the arc of said curve, a distance of 228.07 feet; thence departing said curve, run S13°07'27"W, a distance of 101.78 feet; thence S35°17'44"W, a distance of 387.91 feet; thence S46°46'11"W, a distance of 211.78 feet; thence S08°57'32"W, a distance of 366.47 feet to a point on the Northerly right- of-way line of the proposed Lake Underhill Road Extension, said point also being on a curve, concave Southerly, having a central angle of 23°51'41" and a radius of 881.82 feet; thence from a tangent bearing of N66°18'22"W, run Westerly along the arc of said curve, a distance of 367.24 feet to the point of tangency; thence S89°49'S7"W, a distance of 47.39 feet; thence N00°10'03"W, a distance of 489.11 feet; thence N19°11'34"W, a distance of 740.96 feet to the POINT OF BEGINNING. Containing 77.036 acres more or less.

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