

FIRST AMENDED
DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND
RESTRICTIONS OF
WEDGEWOOD TENNIS VILLAS OF TUSCAWILLA

WITNESSETH:

WHEREAS, WEDGEWOOD TENNIS VILLAS OF TUSCAWILLA collectively represents that certain parcel of real property situated in Seminole County, Florida, described in exhibit "A" attached hereto and incorporated herein by reference: and

WHEREAS, the owners thereof desire to continue and modify by this First Amendment a common plan of development on said real property as originally has imposed thereon Declaration of Easements, Covenants, Conditions and Restrictions as recorded July 8, 1980 in Official Records Book 1285, Page 1844 et seq. of the Public Records of Seminole County, Florida, for the purpose of protecting the value and desirability thereof, and for the purpose of enhancing the marketability thereof;

It is further the owners' intent that all of the real property subject to this Declaration shall be held, sold, and conveyed subject to the easements , conditions, covenants, and restrictions set forth in the Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding upon all parties having any right , title, or interest therein, or any part thereof, their respective heirs, successors, and

assigns; and which shall inure to the benefit of the association and each Owner thereof , as said terms are more particularly defined in this Declaration.

All references to the “Declaration” or the “Declaration of Easements, Covenants, Conditions, and Restrictions of WEDGEWOOD TENNIS VILLAS OF TUSCAWILLA” now or hereafter made in other instruments of Public Record in Seminole County, Florida, or in the Articles of Incorporation, By-Laws, and other corporate documents and papers of WEDGEWOOD TENNIS VILLAS OF TUSCAWILLA HOMEOWNERS’ ASSOCIATION, INC., a Florida corporation not for profit, shall mean and refer to this Declaration as herein set forth.

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF WEDGEWOOD TENNIS VILLAS OF TUSCAWILLA as recorded July 8, 1980 at Official Records Book 1285, Page 1844 et seq of the Public Record of Seminole County, Florida, sets forth as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1. “Association” means Wedgewood Tennis Villas of Tuscawilla Homeowners’ Association, Inc., a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 2. “Owner” means the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the Properties, including contract sellers, but

excluding any other party holding such fee simple title merely as security for the performance of an obligation.

Section 3. “Properties” means that certain parcel of real property described in Exhibit “A” attached to hereto and incorporated herein by reference, together with such addition thereto as may hereafter be annexed by amendment to this Declaration.

Section 4.(a) “Common Area A” means all real property consisting primarily of roads and road rights-of-way owned by the Association for the common use and enjoyment of the owners. Common area A to be owned by the association at the time of the conveyance of the first lot is described in Exhibit “B” attached hereto and incorporated herein by reference.

(b) “Common Area B” means all real property consisting primarily of recreational land with improvements of a recreation building, tennis courts and related improvements owned by the Association for the common use and enjoyment of the Owners.

(c) “Common Area” refers to common area A and Common Area B as described in Exhibit “B” and Exhibit “C”, respectively, attached hereto and incorporated herein by reference.

Section 5. “Lot” means any plot of land shown upon any recorded subdivision map or plot of the Properties together with all improvements thereon, with the exception of the Common Area(s).

Section 6. “Mortgage” means any mortgage, deed of trust, or other instrument transferring any interest in a lot, or any portion thereof, as security of performance of an obligation.

Section 7. "Mortgagee" means any person named as the Oblige under any Mortgage , as herein above defined, or any successor in interest to such person under such Mortgage.

Section 8. "FHA" means The Federal Housing Administration.

Section 9. "VA" means the Veterans Administration.

Section 10. "The Work" means the initial development of the properties as a residential community by the construction and the installation thereof of streets, buildings, and other improvements by the Developer.

Section 11. "Recorded" means filed for record in the public records of Seminole County, Florida.

Section 12. "Person" means any natural person or artificial legal entity.

Section 13. "Interpretation." Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the properties by providing a common plan for the development and preservation thereof. The headings used herein are used for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area(s) subject to the following provisions:

(a) The right of the association to make regular and special assessments and other fees for the construction, beautification, and maintenance of the Common Area(s).

(b) The right of the Association to suspend the voting rights of an Owner for any period during Which:

(i) any assessment (and/or costs, expenses and/or reasonable attorneys' fees involved, if any) against his Lot remains unpaid,

(ii) the Lot Owner is in violation of any of the terms and conditions of this Declaration , and

(iii) for a period not to exceed sixty (60) days for any infraction of it's published rules and regulations.

(c) The right of the Association to suspend the Lot Owners' Easement of enjoyment in and to the Common Area(s) for any period during which:

(i) any assessment (and/or costs, expenses and/or reasonable attorneys' fees involved, if any) against his Lot remains unpaid,

(ii) the Lot Owner is in violation of any of the terms and conditions of this Declaration , and

(iii) the Lot Owner commits an infraction of it's published rules and regulations (in which case the period of suspension shall not exceed sixty (60) days).

(d) The right of the Association to dedicate or transfer all or any part of the Common Area(s) to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by fifty-one percent (51%) of the members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws of the association, his right of enjoyment to the Common area and facilities thereon to the members of his family, his tenants, or contract purchasers, provided the foregoing actually reside upon such Owner's Lot.

Section 3. Owner's Other Easements. Each Owner shall have an easement for pedestrian and vehicular ingress and egress over, upon, and across the common area for access to his Lot and shall have the right to lateral and subjacent support of his Lot. Such easements of ingress and egress shall be non-exclusive as to all common recreational area, streets, and roads situated on the Properties. There shall be reciprocal appurtenant easements for the maintenance, repair, and reconstruction of any Common Area(s), as hereinafter more particularly provided.

Section 4. Easements of Encroachment. There shall be reciprocal appurtenant easement of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto, or as between adjacent Lots, or both, for the placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms hereof), to a distance of not more than five (5) feet, as measured from any point on the common

boundary between each Lot and the adjacent portion of the Common area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point, provided, however, that in no event shall an easement for encroachment exist if such encroachment is caused by willful misconduct on the part of an Owner , Tenant, or the Association.

Section 5. Antennas: No television, radio or other masts, towers, poles, antennas, aerials, wires, or appurtenances thereto, shall be erected, constructed, or maintained on any Lot in such a manner as to be visible from the exterior of such Lot, without the express prior written approval of the Architectural Contract Committee of the Association which approval may be withheld for any reason whatsoever in the sole discretion of such committee.

Section 6. Use of Units: Each Lot shall be used for a single-family residential purpose only, and no trade or business of any kind may be carried on therein. Lease or rental of a Lot for single-family residential purposes shall not be construed as a violation of this Covenant.

Section 7. Use of Common Area(s). There shall be no obstruction of the Common Area(s), nor shall anything be kept or stored on any part of the Common Area without the prior written consent of Association, as may be appropriate, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area(s) except upon the prior written consent of the Association, as may be appropriate.

Section 8. Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Lot or in the Common Area(s) or any part thereof to increase the rate of insurance on the properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Lot or

in the Common Area(s), or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit, or any other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area(s) or any part thereof or of the exterior of the properties and buildings shall be committed by any Owner or any Tenant or invitee of any Owner; and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by his or his tenants or invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be permitted on any Lot or in Common Area(s) or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the properties.

Section 9. Signs Prohibited. No sign of any kind shall be displayed to the public view on any Lot or the Common Area(s) without the prior written consent of the Association, except customary name and address signs and a lawn sign of not more than five square feet in size advertising the property for sale or rent, provided the same are in accordance with the rules and regulations adopted by the Association. All signs must comply with the ordinances or city code of the City of Winter Springs, Florida, where applicable.

Section 10. Parking. No owner shall park, store, keep, repair, or restore any vehicle, boat, or trailer anywhere upon the Properties, except within the garaged area of each Lot and concealed from view; provided, however, that:

(a) two passenger automobile; or

(b) one passenger automobile and/or either one motorcycle or truck of ½ ton capacity or less;

may be parked on the driveway area appurtenant to each Lot. No boat(s) or boat trailer(s) may be parked, stored, kept, repaired or restored on driveway areas. Use of all guest parking areas on the Common Area(s), if any, shall be subject to such rules and regulations as may from time to time be adopted by the Association.

Section 11. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or the Common Area(s), except that dogs, cats, and other customary household pets may be kept on Lots subject to rules and regulations adopted by the Association, provided that such pets do not create a nuisance and further provided that such pets are not kept, bred, or maintained for any commercial purpose. The Association may prohibit the keeping of any pet anywhere upon the properties which the Association reasonably determine may constitute a threat to the safety or health of persons lawfully upon the Properties. All owners at all times shall comply with all rules, regulations, city codes, ordinances, statutes, and laws adopted, promulgated, or enforced by any governmental authority or public agency having jurisdiction of the Properties and relating to animals.

Section 12. Rubbish. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot or Common Area(s) except inside the improvements on each Lot or in sanitary containers concealed from view, and in accordance with rules and regulations adopted by the Association, and in accordance with all codes, ordinances, rules, regulations, and laws of governmental authorities having jurisdiction thereof.

Section 13. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Lots and the Common Area(s), as the same are from time to time adopted by the Association. The prohibitions and restrictions contained in this Article shall be self-

executing without implementation by rules and regulations; but the foregoing shall not be construed as an implied prohibitions against the Association's extending the scope of such prohibitions and restrictions by from time to time adopting rules and regulations consistent with this Declaration.

Section 14. Ownership Rights Limited To Those Enumerated. No transfer of title to any Lot shall pass to the Owner thereof any rights in and to the Common Area(s) except as are expressly enumerated in this Declaration. In the event any Lot is shown or described as bounded by any stream, pond, or any other body of water situated in whole or in part upon the Common Area(s), all riparian rights therein shall be appurtenant to the Common Area(s) and no attempted grant thereof to an Owner shall be effective as to the Association or the other Owners. In the event any Lot is shown or described as abutting a street, utility easement, or other area dedicated to public use, the underlying fee simple title to such area, if any, shall not pass as an appurtenance to such Lot, but shall be construed as part of the Common Area(s) and pass as an appurtenance to the Common Area(s). No provision in any Deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title, and interest in and to the common Area(s) except as expressly provided, but that such monument shall be a part of the Common Area(s) and all rights therein shall inure to the benefit of the Association and all Owners.

Section 15. All portions of lots on Howell Creek, which are shown on recorded plat as Greenbelt Easement, shall not have any structures constructed of any kind including fences, patios, or pools within such Greenbelt Easement. All trees and all natural ground cover shall remain and only minor hand-clearing will be allowed. This easement shall not be sodded or

planted in grass or otherwise be maintained as part of the developed lot. The Wedgewood Tennis Villas of Tusawilla Homeowners' Association, Inc., will have the right to enter said easement to maintain the drainage.

ARTICLE III

MEMBER AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each lot owned by him. Each such membership shall be appurtenant to the lot upon which it is based and shall be transferred automatically by conveyance of that lot. no person or entity other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 2. Voting. The Association shall have one (1) class of voting membership:

All members shall be all Owners and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be counted as a single member. The vote for such Lot shall be exercised as they among themselves determine; but in no event shall more than one (1) vote be cast with respect with any Lot. There shall be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled

to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws of the Association; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area(s). The Association, subject to the rights of the Owner as set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area(s) and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, substantial, attractive, and sanitary condition, order and repair. The Association's duties shall extend to, and include, all streets upon, over and through the Common Area(s).

Section 2. Private Streets And Roadways. The Association shall be responsible for the exclusive management, control and maintenance of all streets and private roadways and improvements thereon, if any, constructed, or to be constructed, on lands submitted to and under this declaration, and shall keep same in good, clean, substantial, attractive and sanitary condition, order and repair.

Section 3. Street Lighting. The Association shall be responsible for the exclusive management, control and maintenance of all street lighting constructed, or to be constructed by the Association. The Association shall also pay the costs of operation of such street lighting. Nothing herein contained shall require the Association to pay for any interior or exterior lighting fixtures of Lot Owners on their lots..

Section 4. Sidewalks. The Association shall be responsible for the exclusive management, control and maintenance of any and all sidewalks, if any, installed within the Common Area(s) or within the lands submitted to and under this Declaration and of the sidewalks, installed or to be installed, by the Association, if any.

Section 5. Exterior Maintenance. In addition to maintenance of the Common Area(s), the Association's duty of exterior maintenance which is subject to assessment hereunder shall include maintenance and replacement of any landscaping which is part of the Work and replacements thereof. The Association's duty of exterior maintenance shall not extend to, nor include any of the following:

(a) Paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, and walks as part of the Common Areas.

(b) Maintenance, repair, or replacement of glass surfaces or screening;

(c) Replacement of exterior doors, including garage doors, and patio gates;

(d) Maintenance or replacement of any trees, shrubs, or landscaped areas installed or created by any Owner in addition to, or in replacement of, the landscaped areas which is part of the Work;

(e) Maintenance, repair, or replacement of any exterior lighting fixtures, mail boxes, or other similar attachments;

(f) Maintenance, repair, or replacement required because of the occurrence of any fires, wind, vandalism, or other casualty;

(g) Maintenance or replacement of any trees, shrubs, or landscaped area within any enclosed patio or courtyard area of any Lot;

(h) Replacement of driveway. Maintenance, repair, or replacement, as the case may be, of any of the foregoing excluded items shall be responsibility of each Owner. Should any Owner neglect or fail to maintain, repair, or replace, as the case may be, any of the foregoing excluded items, then the Association, after approval by a two-thirds vote of its Board of Directors, may maintain, repair, or replace the same, as the case may be, at such Owner's expense; and the cost thereof shall be added to and become a part of the assessment against such Owner's Lot. If the need for any maintenance, repair, or replacement, as the case may be, pursuant to this section is caused by the willful or negligent act of any Owner, or any member of any Owner's family or household, or any tenant's family or household, then the cost thereof shall be added to and become a part of the assessment against such Owner's Lot. The Association additionally shall be subrogated to the rights of such Owner with respect to damage caused by any invitee, tenant, or member of such Tenant's family or household.

Section 6. Right of Entry. The Association, through its employees, contractors, and agents, is hereby granted a right of entry into and upon each Lot to the extent reasonably necessary to discharge the Association's duties of exterior maintenance and for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right

granted, by this Declaration, including, without limitation, the discharge of any duty of maintenance or replacement, or both, imposed upon any Owner. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of the Owner or occupant thereof except when such entry is reasonably necessary for the immediate preservation or protection, or both, of the health or safety, or both, of any person lawfully upon the Properties or of any such person's property. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by the foregoing sections of this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 7. Services for Association. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any persons or entity with whom or which it or they contract. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration.

Section 8. Materials for Association and/or Owner(s). The Association may obtain and pay for materials from any person(s), firm(s), corporation(s) or other entity or entities, to the extent they deem necessary, desirable and/or advisable for the proper operation of the Properties, whether such materials are furnished directly by the Association or by any person(s), firm(s),

corporation(s) or other entity or entities with whom or which they contract. In the event that the Association obtain such materials for the benefit or on account of a particular Lot or Lot Owners, the Lot Owner or Lot Owners shall pay for same directly or shall reimburse the Association. All sums due to the Association pursuant to such contract(s) shall be added to and become an assessment against an Owner's Lot or Owner's Lots, as the case may be.

Section 9. Services For Owners. The Association may contract, or otherwise arrange, with any person or entity to furnish water, trash collection, sewer services, maintenance, replacement, and other common services to all Lots. With permission of the Board of Directors, any owner may contract for his own landscaping and lawn cutting services at his own expense. All sums due to the Association pursuant to such contract shall be added to and become an assessment against such Owner's Lot.

Section 10. Personal Property For Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Association's By-Laws.

Section 11. Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots and of the Common Area(s), after such Common Area(s) have been conveyed to the Association which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 12. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its article of incorporation, or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privilege granted herein.

ARTICLE V

Covenants for Assessments

Section 1. Creation of a Lien and Personal Obligation of Assessments. Each Owner of any Lot by Acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improves such assessments to be established and collected as herein provided; and (3) special assessments against any particular Lot which are established pursuant to the terms of this Declaration; and (4) all excise taxes, if any, which may be imposed on all or any portion of the foregoing by law. All Such assessments, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, but shall continue to be a charge and lien on the property against which each assessment is made.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties; for the improvement and maintenance of the Common Area(s) (regardless of when conveyed to the Association), for payment of all taxes assessed to the Association, if any, in respect to the

Common Area(s) (regardless of when conveyed to the Association), or the improvements or personal property thereon, or both; and for the Association's general activities and operations in promoting the health, safety, and welfare of the residents in the Properties.

Section 3. Maximum Assessment. The maximum annual assessment shall be \$720.00 per year payable \$60.00 per month due and payable on the first day of each month with a late charge in the amount of twelve percent (12%) per annum to be assessed when the payment shall be thirty (30) days late. The maximum annual assessment may not be increased more than twenty percent (20%) each year by a vote of the majority of the Board of Directors.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area(s), including fixtures and personal property related thereto, or the properties, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of the owners.

Section 5. Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the

subsequent meeting shall be the same as the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both special assessments for capital improvements, and annual assessments, shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis in the discretion of the Board of Directors of the Association; provided, however, the foregoing requirement of uniformity should not prevent assessments against any particular lot which are established pursuant to the terms of this Declaration.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots within that portion of the Properties described in Exhibit "A" attached hereto.

Section 8. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be subject and inferior to the lien for all sums secured by a first mortgage encumbering such Lot. Except for liens for all sums secured by a first mortgage, all other lienors acquiring liens on any Lot after recording of this Declaration in the Public Records of Seminole County, Florida, shall be deemed to consent that such liens shall be inferior to liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The recordation of this Declaration in the Public Records of Seminole County, Florida, shall constitute constructive notice to all subsequent purchasers and creditors, or either, of the existence of the lien hereby created in favor of the Association and the priority thereof and shall

place upon each such purchaser or creditor, other than a first mortgagee, the duty of inquiring of the Association as to the status of assessments against any Lot within the properties.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. A suit to recover a money judgment for unpaid assessment hereunder shall be maintainable without foreclosing or waiving the lien securing the same and the Association shall be entitled to collect all costs, expenses, and reasonable attorneys' fees involved whether suit be brought or not and whether the action is for money judgement or foreclosure of lien. In addition to the foregoing, the Association shall have the right to suspend the Lot Owner's easement of enjoyment in and to the Common Area(s) for any period during which any assessment (and/or costs, expenses and/or reasonable attorneys' fees involved) against his Lot remains unpaid.

Section 10. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, The Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such, costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the

date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof for the purposes of resale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgement against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of mortgage in the State of Florida.

Section 11. Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Lot.

Section 12. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any such first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No Sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any encumbrancer of a Lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such encumbrancer a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such encumbrancer first shall have furnished to the Association written notice of

the existence of the encumbrance, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this section shall be given to the encumbrancer. Any encumbrancer holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created, and by so paying shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VI

Architectural Control

Section 1. Architectural Control Committee. The Board of Directors of the Association shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board of Directors, or in the Board's discretion, the Board may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed. The Architectural Control Committee shall have full power to regulate all exterior changes to the Properties in the manner hereinafter provided.

Section 2. Committee Authority. The Committee shall have full authority to regulate the use and appearance of the exterior of the Properties to assure harmony of external design and location in relation to surrounding building and topography and to protect and conserve the value and desirability of the properties as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Properties as a residential community, or both. The Committee shall have

authority to adopt, promulgate, amend, and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration and, in the event the Board of Directors of this Association has not constituted itself as the Committee, such rules and regulations shall be approved by the Board of Directors prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board of Directors, unless such enforcement authority is delegated to the Committee by resolution of the Board of Directors.

Section 3. Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction, replacements, or attachments of any nature whatsoever, shall be made to the exterior of any Lot, including that portion of any Lot not actually occupied by the Improvements thereon, except such as are identical to those installed, improved, or made in connection with the Work, until the plans and specifications showing the nature, kind, shape, heights, materials, locations, color and approximate cost of the same shall have been submitted to, and approved by the Architectural Control Committee in writing and any and all governmental authorities having jurisdiction thereof. The Committee's approval shall not be required of any changes or alterations within a completely enclosed courtyard area, provided the same are not visible from the Common Area(s) or visually objectionable to any adjoining Lot, it being expressly intended that any landscaping within an enclosed courtyard area which is capable of attaining a height in excess of any courtyard fence, if any, shall be subject to Committee approval as hereinabove provided. No Owner shall undertake any exterior maintenance of his Lot which is the duty of the Association, as herein above provided, without the prior approval of the Committee. No replacement shall be made by any Owner without the Committee's prior

approval as provided above, unless the replacement is within the rules and regulations promulgated by the Board of Directors. Nothing shall be kept, placed, stored, or maintained upon the exterior of any Lot, including any portion of any Lot not enclosed by the improvements thereon, or upon the Common Area(s), without the Committee's prior written approval as provided above. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications of such other drawings or documentation as the Committee may require. In all events, the Committee's approval shall be in writing. If no application has been made to the Architectural Control Committee, a cause of action to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of the prohibitions contained in this section may be instituted at any time, by the Association, or any other Owner may resort immediately to any other lawful remedy for such violation

Section 4. Procedure. The Committee, with approval from the Board of Directors, may, from time to time, adopt, promulgate, rescind, amend, and revise rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board of Directors of the Association does not constitute itself the Architectural Control Committee, then the Board of Directors, in its discretion, may provide by resolution for appeal of decisions of the Architectural Control Committee to the Board of Directors, subject to such limitations and procedures as the Board deems advisable. The Board of Directors of the Association, or the Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Architectural Control Committee and report such applications to the Committee with such person's recommendation for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control

Committee deems advisable. The Committee's procedures at all times shall afford the Owner whose lot is affected by Committee action reasonable notice of all Committee proceedings and a reasonable opportunity for such Owner to be heard personally and through representatives of his choosing.

Section 5. Standards. No approval shall be given by the Association's Board of Directors or Architectural Control Committee, as may be appropriate pursuant to the provisions of this Article unless the Board of Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Properties; and (b) shall protect and conserve the value and desirability of the Properties as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interest of the Association in maintaining the value and desirability of the Properties as a residential community. The Committee, as may be appropriate, may deny any application on the ground that the proposed alteration will create an undue burden of maintaining upon the Association. The Committee may condition the approval of any application upon the Owner's providing reasonable security that the contemplated work will be completed substantially in accordance with the plans and specifications therefor submitted to the Committee, as may be appropriate.

Section 6. Governmental Approval. Nothing herein contained shall be deemed to excuse or waive the obligation of the Lot Owner to comply with all codes, ordinances, rules, regulations and laws, where applicable, of governmental authorities having jurisdiction thereof.

ARTICLE VII

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration; and the party enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorneys fees and court costs for such enforcement, may be assessed against such Owner's Lot as a special assessment pursuant to the provisions hereof. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors of the Association.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Amended Declaration is recorded, after which time said covenants shall be automatically extended for successive periods

of ten (10) years. The covenants and restrictions of this Amended Declaration may be amended by the instrument signed by not less than fifty-one percent (51%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. Effect of Recording. Any Lot situated within the real property described in Exhibit "A" attached hereto shall be deemed to be "subject to assessment," as such term is used in this Declaration, or in the Association's Articles of Incorporation or By-Laws, upon recording of this Declaration; and any Lot annexed pursuant to the provisions hereof shall be deemed "subject to assessment" upon recording of the Amendment to this Declaration annexing the same.

Section 5. Dedications. Subject to the requirements of Article II, Section 1, of this Declaration, and of Section 4 of this Article, the Association may dedicate all streets and roads in the Common Area to public use and, upon acceptance of such dedication by the public agency having jurisdiction of the same, the terms and provisions of this Declaration shall not apply to the areas so dedicated to the extent that the provisions of this Declaration are inconsistent with such dedication.

Section 6. Not a Condominium. In 1980, it was specifically declared to be Developer's intent and each Lot Owner acquiring title to any Lot within Wedgewood Tennis Villas of Tusawilla does hereby expressly covenant and agree that Wedgewood Tennis Villas of Tusawilla shall not be a condominium as defined under Florida Statutes, Ch. 718 et. seq., and that nothing herein contained shall be deemed to require compliance with the Condominium Law of the State of Florida.

ALL OTHER PROVISIONS of the original Declaration of Easements, Covenants, Conditions and Restrictions shall remain unless otherwise expressly amended or deleted supra.

Unit Owner: Date _____, 2009

Witness

Witness

State of Florida
County of Seminole

The foregoing instrument was acknowledged before me this ____ day of _____, 2008
By _____, who acknowledged before me that he/she attests
to same.

Notary Public State of Florida

EXHIBIT "A"

Begin at the Point of Beginning of WEDGEWOOD TENNIS VILLAS, as per map or plat recorded at Plat Book 24, Page 33, Seminole County Public Records, such point being the Northeast corner of the intersection of Tuscora Drive and a "100' Fla. Power Corp. Easement" as shown on said Plat and being located with reference to the centerline intersection of Winter Springs Boulevard and Northern Way in the manner shown and described on such Plat, the foregoing being also the POINT OF BEGINNING of the parcel here described; run thence South 89°58'36" East along the Southerly boundary of said Plat a distance of 863.00 feet to the intersection of such Southerly boundary and the Westerly boundary of Forest Hills Drive, as shown on said plat; continue South 89°58'36" East a distance of 40.00 feet to the point of intersection with the Southerly boundary of said plat and the Easterly boundary of said Forest Hills Drive; thence continue South 89°58'36" East along the Southerly boundary of said plat a distance of 970 feet, more or less, to the centerline of Howell Creek; thence Southerly along said centerline a distance of 100 feet, more or less, to the South boundary of the "100' Fla. Power Corp. Easement" as shown on said Plat; thence North 89°58'36" West along the Southerly boundary of said Easement to a point of intersection with the Northerly boundary of Winter Springs Boulevard (existing 120' right-of-way); thence North 89°58'36" East along said Northerly right-of-way to a point of curvature concave to the Northeasterly, as shown on said plat, having a radius of 25.00 feet and a radius of 90°00'00", said curve being the intersection of the Northerly right-of-way line of Winter Springs Boulevard and the Easterly right-of-way line of Tuscora Drive; thence Northerly along the arc of said curve a distance of 39.27 feet to a point of curvature of curve concave to the Southeasterly, as shown on said plat, having a radius of 363.50 feet and a central angle of 11°54'26", said curve being the Easterly right-of-way line of Tuscora Drive; thence Northerly along the arc of said curve a distance of 75.54 feet to the POINT OF BEGINNING.

DESCRIPTION FOR WEDGEWOOD TENNIS VILLA

"RECREATION AREA"

From the Centerline of Intersection of Winter Springs Boulevard and Northern Way, as shown on the Plat of WINTER SPRINGS UNIT FOUR, as recorded in Plat Book 10, pages 6, 7, and 8, of the Public Records of Seminole County, Florida; run $N.06^{\circ}23'05''E.$ along the Centerline of Winter Springs Boulevard and a prolongation of said Centerline 282.85 feet to the Point of Curvature of a curve concave Northwesterly, having a radius of 1145.92 feet and a central angle of $50^{\circ}54'39''$, thence run Northeasterly along the arc of said curve 1178.22 feet to the point of tangency; thence run $N.27^{\circ}28'26''E.$, 261.56 feet to a curve concave Southeasterly having a radius of 1155.18 feet and a central angle of $62^{\circ}32'58''$, thence run Northeasterly along the arc of said curve 1261.10 feet to the Point of Tangency, thence run $S.09^{\circ}08'36''E.$, 340.00 feet; thence run $N.00^{\circ}01'24''E.$, 60.00 feet to a curve concave Northeasterly, having a radius of 25.00 feet, thence from a tangent bearing of $N.09^{\circ}28'36''W.$, run Northwesterly along the arc of said curve 39.27 feet through a central angle of 90° to the point of compound curvature of a curve concave Easterly and having a radius of 3163.50 feet, thence run Northerly along the arc of said curve 75.54 feet through a central angle of $11^{\circ}54'26''$; thence run $S.09^{\circ}50'36''E.$, 901.00 feet, for a POINT OF BEGINNING: -thence run $N.00^{\circ}01'24''E.$, 241.50 feet, thence run Northeasterly along a Curve concave Easterly having a radius of 230 feet, a central angle of $20^{\circ}24'30''$, an arc distance of 81.92 feet, thence run Northeasterly along a curve concave Southeasterly having a radius of 25 feet, a central angle of $101^{\circ}15'06''$, a chord bearing of $N.71^{\circ}03'27''E.$, an arc distance of 44.19 feet, thence run $S.50^{\circ}19'00''E.$, 143.06 feet, thence run Southeasterly along a curve concave Southwesterly having a radius of 430 feet, a central angle of $15^{\circ}46'22''$ a chord bearing of $S.50^{\circ}25'48''E.$, an arc distance of 118.37 feet, thence run Southeasterly along a curve concave Northeasterly having a radius of 270 feet, a central angle of $12^{\circ}20'19''$, a chord bearing of $S.48^{\circ}42'48''E.$, an arc distance of 58.15 feet, thence run $S.35^{\circ}07'03''W.$, 170.16 feet, thence run $N.09^{\circ}58'36''W.$, 204.95 feet to the Point of Beginning. Containing 1.69 Acres.

229473

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2/13/92

QUIT-CLAIM DEED FROM CORPORATION

RAMCO FORM 42

This Quit-Claim Deed, Executed this day of December, A.D. 1991, by J. S. I. DEVELOPERS, INC.

a corporation existing under the laws of the State of Florida, and having its principal place of business at Post Office Box 838, Casselberry, FL 32707 first party, to WEDGEWOOD TENNIS VILLAS OF 'TUSCANWILLA HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, whose postoffice address is 1401 Forest Hills Drive, Winter Springs, FL 32708

second party:

[Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.]

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00 and other good and valuable consideration in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Seminole State of Florida, to wit:

See "Exhibit A" attached hereto and made a part hereof.

SEE ADDENDUM attached hereto and incorporated herein, containing a reversionary clause if the premises are used for commercial purpose

OFFICIAL RECORDS BOOK PAGE 2375 1128 SEMINOLE CO. FL.

Documentary Tax Pd. \$ 1009 Intangible Tax Pd. Maryanne Morse, Clerk Seminole County By: D.C.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.



In Witness Whereof the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

J. S. I. DEVELOPERS, INC., a Florida corporation,

Signed, sealed and delivered in the presence of: Evelyn J. Daugherty, Patricia J. Tripp, STATE OF Florida, COUNTY OF Seminole

By: Joseph J. Hanratty, President

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Joseph J. Hanratty

well known to me to be the President of the corporation named as first party in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed by the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this day of December, A.D. 1991



This instrument prepared by: Joseph J. Hanratty

@Altamente Side

A D D E N D U M .

This conveyance is executed pursuant to the J.S.I. Developers, Inc. agreement to build a clubhouse facility for the benefit of the residents and homeowners of the Wedgewood Tennis Villas of Tusawilla, and notwithstanding language contained heretofore in this deed, is specifically limited by the contunued use of the facility and grounds for the general benefit of the said residents and homeowners.

Title hereto is vested conditioned upon no commercial use of the facility and grounds with the exception that infrequent, incidental rentals of the premises may be made for festive events such as weddings, anniversaries, holiday events, and social functions of one days duration. Provided further that any commercial use of the facility and the grounds other than above stated shall divest the grantee (Wedgewood Tennis Villas of Tusawilla Homeowners Association) of title and terminate this interest completely and the grantor, its heirs, successors, or assignees shall have the right of reentry to take full possession of; as well as title to, said real property and improvements thereon.

OFFICIAL RECORDS
BOOK PAGE
2375 1129
SEMIHOLE CO. FL.

"EXHIBIT A"

OFFICIAL RECORDS
BOOK PAGE
2375 1130
SEMINOLE CO. FL.

DESCRIPTION FOR WEDGEWOOD TENNIS VILLA
"RECREATION AREA"

From the Centerline of Intersection of Winter Springs Boulevard and Northern Way, as shown on the Plat of WINTER SPRINGS UNIT FOUR, as recorded in Plat Book 18, pages 6, 7, and 8, of the Public Records of Seminole County, Florida; run N.86°23'05"E. along the Centerline of Winter Springs Boulevard and a prolongation of said Centerline 282.85 feet to the Point of Curvature of a curve concave Northwesterly, having a radius of 1145.92 feet and a central angle of 58°54'39", thence run Northeasterly along the arc of said curve 1178.22 feet to the point of tangency; thence run N.27°28'26"E., 261.56 feet to a curve concave Southeasterly having a radius of 1155.18 feet and a central angle of 62°32'50", thence run Northeasterly along the arc of said curve 1261.10 feet to the Point of Tangency, thence run S.89°00'30"E., 348.00 feet; thence run N.00°01'24"E., 60.00 feet to a curve concave Northeasterly, having a radius of 25.00 feet, thence from a tangent bearing of N.89°28'36"W., run Northwesterly along the arc of said curve 39.27 feet through a central angle of 90° to the point of compound curvature of a curve concave Easterly and having a radius of 3163.50 feet, thence run Northarly along the arc of said curve 75.54 feet through a central angle of 11°54'26"; thence run S.89°58'36"E.; 901.00 feet, for a POINT OF BEGINNING: -hence run N.00°01'24"E., 241.50 feet, thence run Northeasterly along a Curve concave Easterly having a radius of 230 feet, a central angle of 20°24'30", an arc distance of 81.92 feet, thence run Northeasterly along a curve concave Southeasterly having a radius of 25 feet, a central angle of 101°15'06", a chord bearing of N.71°03'27"E., an arc distance of 44.18 feet, thence run S.58°19'00"E., 143.06 feet, thence run Southeasterly along a curve concave Southwesterly having a radius of 430 feet, a central angle of 15°46'22" a chord bearing of S.50°25'49"E., an arc distance of 110.37 feet, thence run Southeasterly along a curve concave Northeasterly having a radius of 270 feet, a central angle of 12°20'19", a chord bearing of S.48°42'48"E., an arc distance of 58.15 feet, thence run S.35°07'03"W., 178.16 feet, thence run N.89°28'36"W., 204.95 feet to the Point of Beginning. Containing 1.69 Acres.