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MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
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This instrument was prepared by and
upon recordation should be returned
to:

John B. Shoemaker, Esquire
61 West Colonial Drive
Orlando, Florida 32801

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAKE BURDEN NEIGHBORHOOD ASSOCIATION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE
BURDEN NEIGHBORHOOD ASSOCIATION, INC., (the "Declaration") is made this 16 day of
February, 2007, by L.B.K. DEVELOPMENT, LLC, whose address is 61 West Colonial
Drive, Orlando, FL 32801 ("Declarant").

RECITALS:

A. Declarant owns the Property located in Orange County, Florida and described on
Exhibit "A" attached hereto.

B. Declarant intends to develop the Property as a residential community to be known as
"Lake Burden Neighborhood" and to be comprised of building lots, streets, sidewalks, parks,
recreation area, perimeter walls, street lights and a Surface Water Management System, for the
benefit of the residents of the Lake Burden Neighborhood.

C. Declarant desires to preserve and enhance the values and quality of life in the Lake
Burden Neighborhood and the health, safety and welfare of the residents thereof, and to provide for
the maintenance of certain areas and improvements which benefit the community.

D. Declarant has incorporated a non-profit corporation to which will be conveyed title to
certain property, and to which will be delegated the powers of and responsibility for maintaining and
administering certain property and improvements, administering and enforcing this Declaration, and
collecting and disbursing the monies derived from the assessments hereafter levied.

E. The Lake Burden Neighborhood is part of a larger community known as "Lake
Burden South Property", as more particularly described in the Lake Burden South Preliminary
Subdivision Plan, approved by the Orange County Board of County Commissioners on September
16, 2003.

F. The Lake Burden South Property is subject to that certain Master Declaration of Covenants, Conditions, Easements and Restrictions for Lake Burden South as recorded in Official Records Book 8288, Page 3734 of the Public Records of Orange County, Florida on November 7, 2005 (the "Master Declaration"), which established more general covenants, conditions and restrictions concerning the development, improvement and usage of shared infrastructure and improvements within the Lake Burden South Property.

G. Article VII of the Master Declaration provides that an Association shall be formed prior to the property being subdivided, and a Sub-Declaration shall be recorded against the property that complies in all substantive respects with the requirements of, and imposes upon such sub-association all obligations required by, the Master Declaration. This Declaration is being recorded to satisfy the requirement of the Master Declaration.

NOW, THEREFORE, Declarant declares that the Property is and shall be improved, held, transferred and occupied subject to this Declaration.

ARTICLE I
DEFINITIONS

Section 1. When used in this Declaration, the following words shall have the following meanings:

a. "Additional Property" shall mean and refer to those lands (excluding the Property), together with any improvements thereon, which are made subject to this Declaration by annexation pursuant to Article II.

b. "Alley Easement" shall mean and refer to the ten (10) foot Alley Ingress / Egress Easement and fifteen (15) foot Wall – Alley Ingress / Egress Easement as shown on the plat for Lake Burden South.

c. "Articles" shall mean and refer to the Articles of Incorporation of the Association, a copy of which are attached hereto as Exhibit "B".

d. "Association" shall mean and refer to the Lake Burden Neighborhood Association, Inc., a Florida Corporation not for profit, and its successors and assigns.

e. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

f. "Bylaws" shall mean and refer to the Bylaws of the Lake Burden Neighborhood Association, Inc., a copy of which are attached hereto as Exhibit "C".

g. "Common Expense" shall mean and refer to the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including without limitation the costs incurred for operation, maintenance, insurance and improvement of the Common Property and any reserves from time to time established by the Board.

h. "Common Property" shall mean and refer to all real and personal property from time to time intended to be owned, operated and maintained by the Association and devoted to the use and enjoyment of all Members of the Association, all at Common Expense. Tracts as depicted on the plat of the Subdivision Plat are hereby designated 2, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 16, 19, 20, 23, 25, 27, 29, and 31, Common Property, said common property is also available for use by Lake Burden Townhome Association, Inc. Common Property shall also mean and refer to all improvements constructed within the Alley Easement, including but not limited to the pavement and walls, if any. Common Property shall also mean and refer to the Wetland Buffer Easement, Environmental Swale Easement, and Conservation Area. Common Property shall also mean and refer to all improvements located within the Retaining Wall Easement, including, but not limited to the retaining wall and "dead men" posts.

i. "Conservation Area" shall mean the Conservation Area Easement located on the rear of lots 17 through 36, as well as on Tracts FD-2, FD-3, and 2, as depicted on the Subdivision Plat.

j. "Declarant" shall mean and refer to L.B.K. Development, LLC, a Florida Limited Liability Company, and its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law. Declarant may assign all of its rights and obligations hereunder, or may only partially assign such rights or obligations.

k. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

l. "Dedicated Area" shall mean and refer to all real property, if any, including the improvements thereon, conveyed or otherwise dedicated to Orange County.

m. "District" shall mean and refer to the South Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

n. "Dwelling" shall mean and refer to a single family residence located on a lot.

o. "Environmental Swale Easement" shall mean and refer to the fifteen (15) or twenty (20) foot Environmental Swale Easement located on the rear of lots 28 through 36, Tracts 2, and FD-3, as shown on the Subdivision Plat.

p. "Lake Burden South Property" shall mean and refer to all of the lands within the boundary of the Lake Burden South Preliminary Subdivision Plan which is on file with the Orange County Planning Department and more specifically defined on the Master Declaration.

q. "Lot" shall mean and refer to each residential building site created by any recorded plat of the Property, including any Dwelling located thereon once constructed.

r. "Master Articles" shall mean and refer to the Articles of Incorporation for the Lake Burden South Master Community Association, Inc.

s. "Master Bylaws" shall mean and refer to the Bylaws for the Lake Burden South Master Community Association, Inc.

t. "Master Declaration" shall mean and refer to that certain instrument entitled Master Declaration of Covenants, Conditions, Easements and Restrictions for Lake Burden South, as recorded November 7, 2005, in Official Records Book 8288, Page 3734, of the Public Records of Orange County, Florida, as amended from time to time.

u. "Member" shall mean and refer to each Member of the Association as provided in Article III, Section 2.

v. "Member's Permittee" shall mean and refer to a tenant, guest or invitee, or any or all of the aforementioned parties, of a Member or Owner.

w. "Mitigation Plan" shall mean any plan for maintenance and monitoring of the Conservation Area if any.

x. "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Lot in the Property, but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to foreclosure proceedings or a conveyance in lieu of foreclosure. All owners of a single Lot shall be treated for all purposes as a single Owner, without respect to whether such ownership is joint, in common, or tenancy by the entirety.

y. "Property" shall mean and refer to the lands described on Exhibit "A" to this Declaration and shall include any Additional Property after such Additional Property is made subject to this Declaration by annexation pursuant to Article II hereof.

z. "Retaining Wall Easement" shall mean and refer to the ten (10) foot easement located on the rear of lots 17 through 27, and FD-1 of the Subdivision Plat.

aa. "Single Family Lot" means any lot that is 3,500 square feet, or more in size.

bb. "Stormwater Area" shall mean that portion of the Property which is described on the Subdivision Plat as Tracts 5, 6, and 7; and which is an integral part of the Surface Water Management System. Such Stormwater areas shall be owned and maintained by the Association.

cc. "Subdivision Plats" shall mean and refer to the officially approved and recorded plats of the Property recorded in Plat Book 68, Pages 64, Public Records of Orange County, Florida.

dd. "Supplemental Declaration" shall mean and refer to any instrument which extends the effect of this Declaration to Additional Property pursuant to Article II.

ee. "Surface Water Management System" means the system designed, constructed and implemented upon the Property to control discharges which are necessitated by rainfall events, and incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water in order to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quality and quantity of discharges from the system, as permitted by the District pursuant to District Permit Number 48-01039-P and 48-0139-P-02, a copy of which is attached as Exhibit "E" hereto. Copies of the permit and any future permit actions of the South Florida Water Management District shall be maintained by the Registered Agent of the Association for the benefit of the Association.

ff. "Townhome Articles" shall mean and refer to the Articles of Incorporation for the Lake Burden Townhome Association, Inc.

gg. "Townhome Bylaws" shall mean and refer to the Bylaws for the Lake Burden Townhome Association, Inc.

hh. "Townhome Declaration" shall mean and refer to that certain instrument entitled Declaration, of Conditions, Covenants, Easements and Restrictions for Lake Burden Townhome Association, Inc., a Florida not for profit association, said document dated Feb. 27, 2007, recorded in Official Records Book 9131, Page 846, of the Public Records of Orange County, Florida.

ii. "Townhome Lot" means any lot that is smaller than 3,500 square feet in size.

jj. "Wetland Buffer Easement" shall mean and refer to the twenty-five (25) foot wetland buffer easement located on the rear of lots 28 through 36, FD-3, and 2, as shown on the Subdivision Plat.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. *Property Subject to This Declaration.* The Property is and shall be improved, held, transferred and occupied subject to this Declaration.

Section 2. Additional Property. Declarant shall have the right but not the obligation to bring within the scheme of this Declaration, as Additional Property, additional land lying in the vicinity of the Property at any time within twenty (20) years from the date this Declaration is recorded, which annexation may be accomplished without the consent of the Association, the Owners, any mortgagee or other lien holder.

Section 3. Method of Annexation. Additions authorized under this Article II shall be made by recording a Supplemental Declaration extending the provisions of this Declaration to the Additional Property. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to this Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration may contain such terms and provisions not inconsistent with this Declaration as may be desirable to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches being implemented. Upon the recordation of any Supplemental Declaration, the Owners shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Property, if any, within the Additional Property and an obligation to contribute to the cost of operating, maintaining and insuring the additional Common Property. Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association and shall be considered as "Property" herein.

ARTICLE III
THE ASSOCIATION

Section 1. The Association. The Association is a nonprofit corporation charged with the duties and vested with the powers prescribed by law or set forth in the Articles, the Bylaws and this Declaration. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (1) a Member of the Association, or (2) an officer, director or agent of Declarant. The Board, and such officers as the Board may appoint, shall conduct the affairs of the Association.

Section 2. Membership. Each Owner (including Declarant) shall be a Member of the Association. The Association membership of each Owner shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot.

Section 3. Voting Rights. The Association shall have three classes of voting membership:

- (a) Class A1. Class A1 members shall be all Owners of any Single Family Lots; said owners shall be entitled to two and two tenths vote (2.2) votes for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but

the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot. The Association may not suspend the voting rights of an Owner or Member.

(b) Class A2. Class A2 members shall be all Owners of any Townhome Lot; said owners 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 members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot. The Association may not suspend the voting rights of an Owner or Member.

(c) Class B. Class B members shall be the Declarant or its assignee or successor who owns Lots (or Lots with Units that have never been occupied) and shall be entitled to five (5) votes for each unoccupied Lot owned by it. The Class B membership shall cease and be converted to Class A membership one hundred twenty (120) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or seven (7) years after conveyance of the first Lot by Declarant, whichever occurs earlier. Class B membership shall be reinstated at any time before the expiration of 20 years from the date of conveyance of the first Lot if additional Lots owned by Class B members are annexed into the Association in sufficient numbers to restore a ratio of at least one Class B Lot to each three Class A Lots in the overall area subject to the Association.

Section 4. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) vote is cast for any Lot, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot.

Section 5. Duties, Powers and Authority of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of Florida, subject only to such limitations as are set forth in the Articles, the Bylaws, or this Declaration. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles, or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property.

ARTICLE IV

LAKE BURDEN SOUTH MASTER ASSOCIATION

Section 1. *Lake Burden South Master Association.* The Lake Burden South Master Community Association, Inc., ("Master Association") is a nonprofit corporation charged with the duties and vested with the powers prescribed by law or set forth in the Master Articles, Master Bylaws and Master Declaration.

Section 2. *Membership.* Each Owner (including Declarant) shall be a Member of the Master Association. The Master Association membership of each Owner shall be appurtenant to and inseparable for the Lot giving rise to such membership, and any transfer of title to a Lot Association appurtenant to the Lot.

Section 3. *Voting.* Owners will not be able to vote directly in the Master Association. There will be two (2) votes in the Master Association. One (1) vote will be exercised by a representative of the condominium association, formed for the balance of the Lake Burden South Property, and one (1) vote to the exercised by a representative of the association.

ARTICLE V

ASSOCIATION TURNOVER

Section 1. *Time of Turnover.* The Turnover of the Association by the Declarant shall occur at the Association 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; or,
- (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 Declaration.

Section 2. *Procedure of Calling Association Turnover Meeting.* The purpose of the Association Turnover Meeting shall be to elect directors to the Association. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Members of the date, location, and purpose of the Turnover meeting.

(a) *Procedure at the Association Turnover Meeting.* At the Association Turnover Meeting (whereupon the Class A Members are obligated to elect the Board of Directors and assume control of the Association), a special meeting (the "Association Turnover Meeting") of the membership shall be called in accordance with the provisions of the By-Laws for the calling of a special meeting of the membership. For the purpose of convening the Association Turnover Meeting, a quorum shall consist of at least 10% of the Members of each class of the membership. Among any other business to be presented at such meeting, nominations for places on the Board of Directors shall be taken from the floor and election of the Board of Directors shall be made therefrom. Each Member shall have one (1) vote for every place on the Board of Directors to be filled but shall be able to cast only one (1) vote for each position to be filled (by way of example, if three (3) positions on the Board of Directors are to be filled, and five (5) persons are nominated for

the three (3) positions, then each Member shall have the ability to cast one (1) vote for any three (3) candidates).

(b) *By Written Nomination and Written Ballot If The Association*

Turnover Meeting Fails For Lack Of Quorum. If a quorum is not present at the Association Turnover Meeting, then, within fourteen (14) days after the time for the Association Turnover Meeting, the Association shall send written notice to each Member that a quorum was not present and that election of Directors shall proceed by written nomination and later by written ballot. In such notice, the Association shall solicit nominations for positions on the Board of Directors and shall require that such written nominations be received by the Association within fourteen (14) days of such notice. Thereafter, the Association shall prepare a written ballot of all persons nominated and shall send such ballot to each Member with notice that the ballot must be returned to and received by the Association within fourteen (14) days of the mailing of such ballot. Those candidates receiving the most votes shall be elected to the Board of Directors and shall take office within thirty (30) days thereafter (at which time all Declarant-appointed Directors shall resign). Such an election shall be valid and effective notwithstanding the receipt by the Association of votes of less Members than required for a quorum at any duly called and authorized meeting, provided, however, that this provision shall apply only to the election of Directors at the time the Declarant turns control of the Neighborhood Association over to the Class A Members.

Section 3. Procedure for Association Turnover Meeting. The Association Turnover Meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Easements. The Association and each Owner (including Declarant) shall have a non-exclusive right, privilege and easement of use and enjoyment in and to the Common Property, and such rights shall be appurtenant to and shall pass with the title to every Lot. Said rights shall include, but not be limited to, the following:

(a) Right-of-way for ingress and egress by vehicles and on foot through and across any streets, roads or walks in the Common Property for all lawful purposes; and

(b) Rights and easements to drain across the surface water drainage detention, retention and conveyance structures and areas, and to connect with, maintain and make use of utility lines and facilities, to the extent such structures, areas, lines or facilities may exist in or along the platted streets, easements or the Common Property; and

(c) Rights to use and enjoy the Common Property for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, the rules and regulations of the Association, or applicable governmental regulations.

Section 2. Title to Common Property. Declarant shall convey to the Association fee simple title in and to the Common Property free and clear of all encumbrances except taxes, the applicable subdivision plat and this Declaration. Once conveyed to the Association, the Common Property may not be mortgaged or further conveyed without the consent of at least two-thirds (2/3) of the Owners (excluding Declarant).

Section 3. Extent of Easements. The rights and easements created in this Article VI shall be governed by the following:

(a) Subject to any conflicting rights of Declarant and the Owners set forth in this Declaration, the Association shall be responsible for the exclusive management, control and maintenance of any Common Property.

(b) Declarant, until conveyance of title to the Association, and the Association thereafter, may reserve to itself or to grant or dedicate to Declarant, any Owner, any governmental agencies and/or to any utility companies, easements and rights-of-way, in, through, under, over and across the Common Property for the installation, use, maintenance and inspection of lines and appurtenances for public or private utilities, stormwater drainage improvements and areas, and for completion of the development. No improvement or material may be placed upon any such easement which may damage or interfere with the installation or maintenance of utilities or that may alter or impede the direction or flow of drainage or the maintenance of the easement area.

(c) Declarant's rights reserved in this Declaration.

(d) Matters shown on the plat of the Property.

Section 4. Easement Reserved to Declarant Over Common Property. Declarant hereby reserves such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including but not limited to, (i) the right to use Common Property for rights-of-way and easements to erect, install, maintain, inspect and use electric, lighting and telephone poles, fixtures, wires, cables, conduits, sewers, water mains, pipes and equipment, telephone and telecommunications lines and equipment, and electrical equipment, gas, cable television, drainage facilities, ponds, ditches or lines, or other utilities or services and for any other materials, equipment and services necessary or convenient for the completion, marketing, and use and enjoyment of the Property, (ii) the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance, (iii) the right to locate thereon wells, pumping stations and irrigation systems and lines, (iv) the right and easement of ingress and egress for purposes of development, construction and marketing, and (v) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of the Property; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such easement, utility, equipment or service. Declarant also reserves the right to connect with and make use of the utility lines and drainage improvements which may from time to time be in or along the streets and roads, or within the Common Property or easement areas. The easements and rights-of-way herein reserved shall continue in existence in favor of Declarant after conveyance of Common Property to the Association until such time as Declarant has sold all Lots in the Property.

Section 5. Environmental Swale and Wetland Buffer Easement. The Association shall have, and the Declarant hereby reserves unto itself and to the Association, the right to grant to itself or any other entity, perpetual easement within the Environmental Swale Easement and Wetland Buffer Easement for egress and ingress for the maintenance of said easement areas. Other than Docks approved by the Association, no owner of any such Lot adjacent to such easements shall construct a fence, hedge or similar obstruction within said easement. Access to Lake Burden for motorized water craft shall be limited to Owners of lake front lots alone. Further regulations regarding use of watercraft within bodies of water are set forth in Article XI. The right to grant the easements set forth in this Section 3 shall remain in Declarant so long as Declarant owns any Lot in Lake Burden.

Section 6. Delegation of Rights. Any Owner (including Declarant) may grant the benefit of any easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 7. Alley Easements. The Association shall have, and the Declarant hereby reserves unto itself and to the Association, the right to grant to itself or any other entity, a perpetual easement within the Alley Easement for ingress and egress for the maintenance of the improvements constructed therein. No owner of any Townhome Lot adjacent to the Alley Easement shall construct a fence, wall or hedge, or similar obstruction, without the prior approval of the Lake Burden Architectural Review Board.

Section 8. Retaining Wall Easements. The Association shall have, and the Declarant hereby reserves unto itself and to the Association, the right to grant to itself or any other entity, a perpetual easement within the Retaining Wall Easement for ingress and egress for the maintenance of the improvements constructed therein. No owner of any Lot adjacent to the Retaining Wall Easement shall construct a fence, wall or hedge, or similar obstruction, without the prior approval of the Lake Burden Architectural Review Board.

ARTICLE VII

INSURANCE AND CASUALTY LOSSES

The Board may obtain fidelity bond coverage in its discretion. In addition, the Board may obtain insurance for insurable improvements on the Common Property or on any easement benefitting the Owners or the Association, public liability policies covering the Association and Members for damage or injury caused by the negligence of the Association or any of its Members, guests or agents, directors' and officers' liability insurance, and any other types of insurance coverages as the Board may deem appropriate, with such insured, deductibles provisions and coverage types and amounts as shall be determined by the Board. Premiums for insurance so obtained shall be Common Expense. The Association may elect to self-insure against any risk.

ARTICLE VIII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. *Creation of Lien and Personal Obligation; Effect of Nonpayment.*

(a) Declarant for each Lot owned by it in the Property, and each Owner other than Declarant by acceptance of title to any Lot, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments. Said assessments shall be fixed, established and assessed to the Owners as hereinafter provided. The Owner's share of annual or special assessments shall be equal to a proportion of the total expenses of the Association, such proportion being equal to a fraction having as its numerator the number of Lots which the Owner owns and having as its denominator the total number of Lots in the Property.

The assessments, together with interest thereon, late charges and costs of collection, including without limitation court costs and reasonable attorneys' and paralegals' fees (including such fees and costs before trial, at trial and on appeal), shall be a charge and a continuing lien upon the Lot against which such assessment is made, together with any Dwelling located on said Lot, from and after the date on which such assessment is due. Each such assessment, together with the aforementioned interest, late charges, costs and fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due.

If any assessment or installment thereon is not paid when due, then such assessment shall be deemed delinquent and the delinquent assessment, together with interest thereon and such late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, shall be secured by a continuing lien on the Lot as to which the assessment accrued, and upon the Dwelling located on that Lot. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage. The lien shall be prior to and superior in dignity to homestead status. The said lien shall bind such Lot and any Dwelling located thereon in the hands of the then Owner and each subsequent Owner. The personal obligation of the Owner to pay such delinquent assessment, however, shall remain that Owner's personal obligation for the statutory period and personal liability shall not pass to the successors in title unless expressly assumed by them.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any Dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment the aforesaid interest, late charges, costs of collection and attorneys' and paralegals' fees, as aforesaid, and the said fees and costs of collection shall be recoverable whether or not suit be brought. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and

power to bid at the foreclosure sale and to own sell, lease, encumber, use and otherwise deal with the Lot and any Dwelling located thereon as owner thereof.

(b) *Exempt Property.* The following property shall be exempt from the assessments, charges and liens created herein:

1. Common Property;
2. Lands owned by Declarant which have not been annexed to the community by this Declaration or a Supplemental Declaration;
3. Lands which have been dedicated to Orange County or other governmental authority, any utility company or the public; and
4. Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association pursuant to Section 8 of this article.

No other land or improvements in the Property shall be exempt from these assessments, charges or liens. No Owner may avoid assessment obligations by virtue of non-use or abandonment of the Common Property.

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the Property and Owners thereof, for the performance by the Association of its duties and for the exercise of the powers conferred upon it, for the improvement and maintenance of the Common Property, and for any other purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following:

- (a) Payment of Association operating expenses;
- (b) To pay, contest or compromise real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property;
- (c) Management, maintenance, repair, replacement, improvement and beautification of the Common Property and easement areas benefitting the Association;
- (d) Repayment of deficits previously incurred by the Association, if any, in maintaining or making capital improvements to or upon the Common Property or in furnishing services to or for the Members of the Association;
- (e) Funding of appropriate reserves for future common Expense;
- (f) Procurement and maintenance of insurance, and employment of accountants, attorneys and other professionals to represent or advise the Association;

(g) Doing anything necessary or desirable in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners; and

(h) To the extent not performed by Orange County, and subject to prior approval as required by Orange County, operation, maintenance and management of the Surface Water Management System for the Property in accordance with the terms of this Declaration and the permits, rules and requirements of the District.

(i) To pay any assessments due to the Lakeside Association.

Section 3. Determination of Annual Assessments.

(a) *Operating Budget.* At least sixty (60) days prior to the end of the Association's fiscal year, the Board shall prepare a budget of the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and capital improvement budget items approved by the Board under Subsection (b), below.

(b) *Capital Budget.* Each year, the Board shall prepare a capital budget taking into account the number, type, life expectancy and expected replacement cost of replaceable assets. The Board shall then set the required annual capital contribution in an amount sufficient to meet the projected capital needs of the Association on a timely basis. The annual capital contribution fixed by the Board shall then be included in the annual operating budget and annual assessments described in Subsection (a), above.

(c) *Adoption of Operating Budget.* The Board shall mail to each Member a copy of the capital budget, operating budget and projected annual assessments to be levied for the next fiscal year at least forty-five (45) days prior to the end of the Association's current fiscal year. The operating budget and annual assessments shall become effective unless and until disapproved at a special meeting of the Members held not later than forty-five (45) days after the proposed budget and assessments are mailed to the Members. To be effective, the disapproval must be by a vote of two-thirds (2/3) of the membership of the Association. In the event that the membership so disapproves the operating budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new budget shall have been determined, the budget and annual assessments for the preceding year shall continue in effect.

(d) *Allocation of Annual Assessments Among Lots.* The operating budget of the Association shall be assessed against all Owners and Lots in the Property in an equal amount per Lot.

Section 4. Special Assessments.

(a) *Special Assessments.* In addition to the annual assessments levied pursuant to Section 3, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, repair or replacement of any improvement on the Common Property or on

any easement benefitting the Association, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed desirable or appropriate by the Board; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members of each class who are in attendance and voting in person or by proxy at a meeting duly called for said purpose.

(b) *Individual Assessment.* The Board may levy an individual assessment against any Owner and that Owner's Lot and any Dwelling located thereon in order to cover costs incurred by the Association due to that Owner's failure to maintain its Lot or the Dwelling located thereon pursuant to the standards set forth in this Declaration, or to reimburse the Association for loss or damage to the Association or to any Common Property or easement area caused by that Owner or his lessee, agent, contractor, guest or occupant, and not covered by insurance, or for any other purpose permitted by this Declaration.

Section 5. Commencement of Annual Assessments; Initial Annual Assessment; Due Dates.

(a) *Commencement of Annual Assessments.* Annual assessments on the Lots in the Property shall commence on the first day of the first calendar month following the closing of the sale by Declarant of the first Lot to the first purchaser from Declarant. The annual assessment for each Additional Property shall commence upon the closing of the sale by Declarant of the first Lot to the first purchaser from Declarant in that Additional Property.

(b) *Initial Annual Assessment.* The annual assessment for the Property for the balance of the calendar year in which this Declaration is recorded shall be not greater than Seven Hundred Twenty Dollars (\$720.00) per Lot. As to the Lots in each Additional Property, the initial annual assessment shall be set forth in the relevant Supplemental Declaration.

(c) *Due Dates.* At the closing of the sale of each Lot in the community by Declarant to the first purchaser from Declarant, the purchaser shall pay to the Association the entire annual assessment for the calendar year of closing, prorated on a per diem basis from the date of closing through the end of that calendar year. Thereafter, annual assessments shall be due, in advance, on or before the commencement of the Association fiscal year for which imposed; but the Board may elect to collect annual assessments in monthly, quarterly or semi-annual installments. In the event of such deferred payments, the Board may but shall not be required to charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any annual assessment upon default in the payment of any installment thereon. Annual assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. An initial assessment or one-time entry fee of Two Hundred Fifty Dollars (\$250.00) per lot, shall be due and payable upon transfer on a Lot to a Class A owner; except that the fee shall not be due from an approved builder/contractor until sale by the approved builder/contractor, or upon occupancy or rental by the approved builder/contractor.

Section 6. Certificate of Payment. Upon request, the Association shall furnish to any Owner liable for assessment a certificate setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties relying thereon of the payment of any assessment therein stated to have been paid.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Any mortgagee which obtains title to a Lot by foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee. Such uncollected assessments, interest, late charges and collection costs incurred shall be deemed a Common Expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot from the lien for assessments thereafter falling due. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

Section 8. Funding by Declarant and Approved Builders. Notwithstanding anything contained in this Declaration to the contrary, Declarant shall not be obligated to pay any annual, special or individual assessment as to any Lot or Dwelling owned by it during any period of time that Declarant pays the Common Expense actually incurred over and above the income derived from annual, special and individual assessments collectible from the Class "A1" and Class "A2" Members. For purposes of this subsidy arrangement, Declarant need not subsidize or pay replacement reserves or capital expenditures. Declarant, at its option, may elect by written notice delivered to the Association at any time to abandon the subsidy approach and commence payment of the assessments thereafter falling due for the Lots then owned by Declarant, prorated as of the date of such notice. Declarant shall never be obligated to pay any individual assessment.

Section 9. Municipal Services Benefits Units for Maintenance of Dedicated Areas and Street Lighting. All maintenance of Dedicated Areas, if any, is intended to be provided by Orange County with respect to any property dedicated to the County either on the plat of Lake Burden Phase 1 or in any other manner. The Property may be subject to one or more Municipal Services Benefits Units ("MSBU's") for maintenance of Dedicated Areas, and/or street lighting, and other appropriate purposes, including but not limited to drainage and Stormwater areas, whether such MSBU's exist on the effective date of this Declaration or are created in the future. Declarant is hereby empowered to request that said MSBU's be created, and to subject each and every Lot to tax assessments necessary to provide or said maintenance and street lighting and other appropriate benefits upon creation of such MSBU's by Orange County. Each individual Owner of a Lot by acceptance of the deed of conveyance therefore, hereby agrees to their Lot being subjected to MSBU's or other similar entities or devices for such purposes, and to the taxes imposed thereby, and hereby agrees to support requests for the same to be formed and hereby agrees to not object thereto, whether verbally or in writing.

Section 10. Association Management Company Sign-Up Fee. At the discretion of the Association, the Association may engage a third-party entity to provide management services to the Association. In that event, a management company or entity may charge a reasonable one-time "sign-up" or registration fee for each new Member of the Association and such fee shall be payable by such new Member to the management company or, in the event that the management company charges the Association such fee, such new Member shall reimburse the Association the cost of such fee. Any failure by the Member to pay such fee shall be treated as a failure to pay an

assessment hereunder and shall entitle the Association to the same rights and remedies as any other failure to pay an assessment.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. Architectural Control; ARB. All Lots and Dwellings in the Property are subject to architectural review. This review shall be in accordance with this Article, the zoning code of Orange County, Florida, and the Lake Burden Planning, Construction and Development Criteria (the "Planning Criteria") which may be adopted from time to time by the Architectural Review Board (the "ARB"). The foregoing notwithstanding, nothing herein shall be construed to require the promulgation or adoption of written Planning Criteria so long as the ARB shall make decisions consistent with the Declarant's development plan.

No site work, landscaping, utility extensions, drainage improvement, paving, parking area, swimming pool, pool enclosure, building, fence, wall or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected or maintained until the plans showing such details as the nature, size, workmanship, design, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been approved in writing by the ARB as to consistency with Declarant's development plan and the Planning Criteria, harmony of exterior design and materials, location in relation to surrounding structures, and drainage features and topography.

It shall be the responsibility of each Owner at the time of construction of the Dwelling on that Owner's Lot to comply with the approved construction plans for the Surface Water Management System on file with the District pursuant to Chapter 40D-4, F.A.C.

So long as Declarant owns any Lots subject to this Declaration, Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants of the Property. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling as that Owner desires. Decisions of the ARB shall be by majority action. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors at Common Expense.

Section 2. Approval or Disapproval. Unless waived by the ARB, all plans shall be prepared by an architect or engineer, said person to be employed by and at the expense of the Owner. Determinations by the ARB shall be binding on each Owner. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that a proposed improvement, alteration, etc. is not consistent with the Planning Criteria or the Declarant's development plan, or in the best interest of Lake Burden, such alteration or improvement shall not be made. Approval of the

plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed item of improvement inharmonious or out of keeping with the general development plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans and specifications from the ARB. Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after receipt of such submittal or re-submittal by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be approval of the plans as submitted or resubmitted. The ARB approval or disapproval shall be written and shall be accompanied by one (1) copy of the plans, etc., to be returned to the Owner. Whenever the ARB disapproves plans, the ARB shall specify the reason or reasons for such disapproval.

Section 3. Violations; Waiver. The work must be performed strictly in accordance with the plans as approved. If after plans have been approved, the improvements are altered, erected, or maintained upon the Lot other than as approved, same shall be deemed to have been undertaken without ARB approval. After one (1) year from completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by any member of the ARB shall appear in the Orange County public records, or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with these provisions.

Section 4. Variances. The ARB may grant variances from compliance with any of the architectural provisions of this Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. Such variances must be written and must be signed by at least two (2) members of the ARB. If variances are so granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with all applicable governmental laws and regulations.

Section 5. Waiver of Liability. Neither Declarant, the ARB or the Association shall be liable to anyone submitting plans for approval or to any Owner or occupant of the Property by reason of or in connection with approval or disapproval of any plans, or for any defect in any plans submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans. Approval of plans, or any other approvals, variances or consents, are given solely to protect the aesthetics of the Property in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in

reliance thereon complies with applicable laws, codes, rules or regulations, nor shall ARB approval be deemed approval of any plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits plans for approval agrees, by submission of such plans, and every Owner or occupant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages.

Section 6. Enforcement of Planning Criteria. Declarant and the Association shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association shall have the right but not the obligation to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner as an individual assessment. Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

Section 7. Declarants Exemption. Notwithstanding anything herein to the contrary, the Declarants shall be exempt from the provisions of this Article and shall not be obligated to obtain ARB approval for construction or changes in construction or alteration to improvements which the Declarant may elect to make at any time. Declarant may freely assign it's rights herein to any residential builder doing business on the Property. Nothing in this Section shall be construed as exempting the Declarant from complying with the Lakeside Village Development Code.

ARTICLE X

EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility; Default. Each Owner shall keep and maintain the building improvements and landscaping located on that Owner's Lot in good and presentable condition and repair consistent with the approved plans therefor, and shall otherwise keep such Lot and all improvements located thereon in neat and attractive condition. Each Owner will, at his expense, mow and otherwise keep and maintain those portions of the Surface Water Management System located on that Owner's Lot (whether or not included in a platted drainage easement) free of debris and other obstructions on a routine basis, but, when required, major repairs to, and major maintenance and reconstruction of, components of the Surface Water Management System for the Property will be performed by Orange County to the extent determined by Orange County. Subject to prior approval by Orange County, the Association shall provide, at Common Expense, necessary maintenance of the Surface Water Management System in addition to or in lieu of the maintenance thereof required to be performed by Orange County. Each Owner will grass over and mow and

maintain the vacant area (excluding sidewalks) lying within the unpaved portion of the internal street right(s) of way adjacent to that Owner's Lot.

No Owner shall remove native vegetation which becomes established within any wet detention ponds abutting that Owner's Lot except in accordance with all applicable governmental regulations. For the purposes hereof, removal includes dredging, application of herbicide, and cutting.

The Association shall have the right but not the obligation to provide exterior repair and maintenance on any Lot or any improvement thereon in the event of default by any Owner in the duties hereby imposed. Prior to performing repair or maintenance on any Lot, the Board shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Property. Except in emergency situations, prior to commencement of any work, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs. Upon the Owner's failure to commence timely and to diligently pursue the repairs or maintenance, the Association and its agents or employees shall have the right to enter in or upon the Lot and the exterior of any improvement thereon to perform the repairs or maintenance specified in the notice. In this regard, the Association shall have the right to do such things as, but not limited to, paint, repair, replace and care for pools, pool enclosures, roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Property. Declarant, the Association, and their respective agents and employees, shall have no liability to the Owner or any occupant or guest for trespass, or damage or injury to property or person as the result of actions taken hereunder unless caused by gross negligence or intentional wrongdoing.

Section 2. Assessment of Cost. The cost of any work performed by or at the request of the Association pursuant to Section 1 shall be assessed as an individual assessment against the Owner of the Lot upon which such work is done.

Section 3. Access at Reasonable Hours. In order to perform the repairs or maintenance authorized by this Article, the agents or employees of the Association may enter upon any Lot and the exterior of any improvement thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

Section 4. Association Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property; as noted on the plat for the Lake Burden South Phase 1 Plat, more particularly described as tracts 2, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 16, 19, 20, 23, 25, 27, 29, and 31 and the landscaping and other improvements located thereon.

The Association shall maintain and replace, to the degree determined by the Board and allowed by governmental authority, (a) the landscaping and any lighting, sidewalks, irrigation or other improvements located from time to time within any dedicated right-of-way, (b) the perimeter wall as

well as the grassed and landscaped area lying on the outside of and contiguous to the perimeter wall, and any improvements installed by Declarant in the Property, and (c) all entrance signage, lighting, irrigation and landscaping located from time to time at the entrances to the Property and any entranceway or roadway median and traffic circles. Landscape maintenance may include without limitation irrigation, fertilization, weeding, mowing, trimming, spraying and periodic replacement of damaged or diseased plantings. (d) all alleys, including but not limited to paving, (e) pressure washing and or cleaning, painting and maintenance of perimeter or party walls, and retaining walls, (f) all grading, mowing, fertilization, and weeding, within the Environmental Swale Easement.

The Association shall also arrange for, and pay the costs of, street lighting in the Property (including fixture rental and electrical usage) unless and until a utility, governmental body, municipal service taxing unit or equivalent regime assumes responsibility therefor.

Notwithstanding obligations to the Association imposed upon the owners of specific lots set forth in this Declaration (see Article XI, Sections 11 and 13, among others), it is the ultimate responsibility of the Association, at Common Expense, to operate, maintain (excluding routine mowing and removal of trash and debris within Lots which shall be the responsibility of the respective Lot Owners), and repair the drainage ditches, berms, rear yard swales, other swales, conveyance shelf, and other areas and improvements comprising part of the Surface Water Management System for the Property, and to enforce, or to take such appropriate action as may be necessary to cure violations of, the routine maintenance and non-interference covenants of the Owners under this Declaration, and, when appropriate, to levy special assessments or individual assessments therefor. Maintenance of the Surface Water Management System shall include the exercise of practices which allow the system to provide drainage, water storage, conveyance and other surface water or stormwater management capabilities as permitted by the District.

Any repair or reconstruction of the Surface Water Management System shall be consistent with the terms and conditions of the permit issued by the District and any application filed to obtain such permit or, if modified, as approved by the District. The District has the right to take enforcement actions, including a civil action for an injunction and penalties, against the association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the association.

Section 5. *Conservation Area Maintenance.* The maintenance of the Conservation Area in accordance with any Mitigation Plan, including without limitation any signage shall be the perpetual responsibility of the Association.

Section 6. *Access.* For the purpose of performing the maintenance authorized by this Article and Article XI hereof, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Lot(s) at reasonable hours on any day. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

ARTICLE XI

RESTRICTIVE COVENANTS

The Property shall be subject to the following covenants and restrictions which shall be binding upon each and every Owner and his Lot:

Section 1. Wells. No individual water supply system shall be permitted on any Lot without the approval of the ARB.

Section 2. Obnoxious or Offensive Activity. No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Dwelling or the Common Property, and all laws and regulations of applicable governmental bodies shall be observed. The use, enjoyment and occupancy of the Property shall be in such a manner so as not to cause or produce any of the following effects discernible outside any Dwelling: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Owners.

Section 3. Rules and Regulations. Reasonable rules and regulations may be promulgated by the Board, after notice and hearing, as to the use and enjoyment of the Property and shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, parking, vehicle traffic and the state of repair of vehicles, tree removal, gutters, pets, game and play structures and devices, swimming pools, television and telecommunications devices and antennae, driveways, walkways, sight distances at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce reasonable rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any provision, covenant or restriction herein contained.

Section 4. Animals. Birds, fish, dogs and cats may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Birds, fish, dogs and cats which are kept as pets shall be sheltered inside structures; no animal shelter shall be permitted outside. All dogs and cats must be leashed when outside and shall not be permitted to run loose. No other animals, fowl, insects, reptiles or livestock shall be kept or maintained in the Property unless approved in advance by the Board. No animal, etc., shall be permitted to remain if it disturbs the tranquility of the Property or the Owners or tenants thereof, or is dangerous, annoying, a nuisance or destructive of wildlife, as determined by the Board after notice and hearing.

Section 5. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Dwelling, buried underground, or placed within an enclosure or concealed by means of a screening wall approved by the ARB.

Section 6. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the ARB and all applicable laws.

Section 7. Vehicles. No vehicle may be parked on the Property except within garages or on paved streets and paved driveways. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in an enclosure and not visible from the street or any other Lot. No commercial vehicles, except those present on business, shall be parked on any part of the Property. No trailers, boats, campers, trucks, mobile homes, motorized recreational vehicles or motorcycles may be parked in the Property unless parked inside a garage or on the side of (opposite any side street) or behind the Dwelling.

Section 8. Temporary Structures. No building or structure of a temporary or portable character such as trailers, tents or shacks shall be permitted in the Property, except as approved by the ARB, and except for temporary improvements used solely in connection with the construction of approved permanent improvements and removed immediately upon completion of such construction. Neither Declarant nor any residential builder doing business in the Property shall not be prohibited from erecting or maintaining such temporary dwellings, model homes and other structures as Declarant or any building contractor may desire for development and marketing purposes, provided such are in compliance with the appropriate governmental requirements or regulations, and further provided that any builder first obtains Declarant's written approval of any such temporary dwelling, home or structure prior to installing or constructing same, such approval to be granted or denied by Declarant in Declarant's sole discretion.

Section 9. Signs. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot without the prior written approval of the ARB; provided, however, street numbers and name signs on Lots and one sign containing not more than eight (8) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of the affected Lot for sale or lease shall be permitted without prior approval. Declarant or the Association may enter upon any Lot and remove and destroy any sign which violates this section. This section shall not apply to Declarant or to any residential builder doing business in the Property provided that any such builder first obtains Declarant's written approval of any such structures or materials prior to installing same, such approval to be granted or denied by Declarant in Declarant's sole discretion

Section 10. Air-Conditioning Equipment. No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless approved by the ARB, which approval may be based on the adequacy of screening of such equipment. The ARB may prohibit window or wall air conditioning units altogether.

Section 11. Drainage Structures. Unless first approved by the ARB and the District, no Owner other than the Declarant may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on or across any Lot, Common Property or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their

efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affect the drainage of or to neighboring Lots or the Common Property.

Section 12. Lakefront and Conservation Area Restrictions. As to all portions of the Property which have a boundary contiguous to Lake Burden or any other body of water, or to the Conservation Area, or to the Wetland Buffer Easement, the following additional restrictions and requirements shall be applicable:

(a) No boathouse, dock, boardwalk or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake or within the Conservation Area, unless approved by the Architectural Review Board, and erected in accordance with any and all governmental approvals and permits that may be required. Once the ARB has approved the boat dock, a permit must be received from Orange County prior to the installation of the boat dock, a copy of which must be.

An application shall be made to the Orange County Environmental Protection Department. A processing fee in an amount which shall be determined from time to time by the Board of County Commissioners via resolution shall be at the time the application is submitted for review. Payment of such application fee shall in no way guarantee issuance of a Boat Dock permit, and such fee is nonrefundable. No permit application will be accepted unless there is a principal use established on the property.

(b) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto Lake Burden or any other body of water on the banks thereof.

(c) No landscaping (other than that initially installed or approved by the Declarant), fences, structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be constructed, erected or placed around Lake Burden or any other bodies of water without the consent and approval of the Architectural Review Board.

(d) No pipes or equipment to draw water from Lake Burden or any other lake, pond, canal or other waterbody shall be permitted.

(e) No floating piers shall be allowed.

(f) Public, community, or commercial watercraft access to Lake Burden shall be prohibited and no public boat ramps shall be permitted on Lake Burden.

(g) Except for those rights reserved in any conservation easement granted to the District or in any other agreement between an Owner and/or the Association and the District, the Conservation Area may not be altered from its natural or permitted state.

(h) No Owner shall engage in or permit others to engage in prohibited activities within the placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; disturbance, mowing, trimming, removal or destruction of trees, shrubs or other vegetation - with the exception of exotic vegetation in accordance with a District approved

maintenance plan; excavation, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

(i) In order to carry out its responsibility for maintenance of the Conservation Area, and Wetland Buffer Easement, the Association shall have the authority to enter into the Conservation Area, remove any prohibited or non-permitted structures, boat docks and boardwalks therein and utilize any equipment the Association deems necessary or desirable.

(j) In addition to the Association being perpetually responsible for the maintenance of the Conservation Area and any required signage, the Association shall have the primary authority and obligation to enforce the Conservation Area restrictions in accordance with the terms and provisions of this Declaration and to remedy all violations thereof.

(k) It is intended that the Association shall first make efforts to enforce the Conservation Area restrictions and remedy violations thereof. However, the Association shall also have the right to notify the District of any situation which violated the Conservation Area restrictions. The District shall have the authority (cumulative with the Association) to exercise all legal means and utilize all security provided to it to immediately enforce such restrictions and/or to remedy any violation thereof. The District, in its sole discretion, shall have the authority to determine when and how to utilize any security provided to it to remedy any violation of the Conservation Area restrictions.

Section 13. Protection of Environmental Swale Easement. Lots 27 through 36 shall hereinafter be subject to a restriction against the use of that part of such Lot upon which the environmental swale easement exists, as shown by the Subdivision Plat, for any use other than for a drainage easement and an environmental swale. The purpose of the Environmental Swale is to prevent stormwater runoff from the Lots abutting Lake Burden (as such is depicted on the Subdivision Plat) from draining directly into Lake Burden and to provide for percolation of such stormwater runoff. No structure, fence, or any other improvement, including landscaping may be placed temporarily or permanently within the drainage easement and the Environmental Swale. The grade of the drainage easement and the Environmental Swale thereon may not be modified, or in any way changed without the written approval of the Architectural Review Board, all governmental and quasi-governmental authorities having jurisdiction over drainage into Lake Burden and without the approval of the Declarant so long as the Declarant owns any portion of the Property. Water flow from any given Lot may not be misdirected to or away from said Environmental Swale other than pursuant to drainage plans approved by the Architectural Review Board and such governmental and quasi-governmental authorities which may have the right to regulate the use of the Environmental Swale.

The Neighborhood Association, Inc., shall maintain the Environmental Swale in accordance with any and all rules and regulations of the Association, and in accordance with any and all rules, regulations, laws, ordinances and orders of any governmental and/or quasi-governmental authorities having jurisdiction over drainage into Lake Burden. The Association and all applicable governmental entities having jurisdiction over the Lots shall have an easement over Lots 28 through 36 for the purpose of inspecting the drainage easement and the Environmental Swale and of removing any obstruction which inhibits or would tend to inhibit the purpose for which the drainage

easement and the Environmental Swale were created (this provision shall not relieve the Owner of any such Lot from his or her liability to maintain the area and to remove such obstructions) and to repair or replace any such drainage structure as the need shall arise.

Section 14. Antennae, Satellite Dishes and Solar Collectors. No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center of the public street right-of-way directly in front of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the Architectural Control Committee; provided, however that television reception dishes, measuring no more than twenty-four (24) inches in diameter, which are hidden from view from a person standing on the street facing the residence, shall be allowed without the need to obtain the prior written consent of the Architectural Control Committee. An Owner shall not be denied permission to install solar collectors on a roof with an orientation to the south or within 45° east or west.

Section 15. Subdivision. No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Lot, and thereafter of the Board.

Section 16. Completion of Construction. Upon commencement of construction of any improvements on any Lot, the Owner shall diligently prosecute the work to the end that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built must keep the streets and areas adjacent to the Lot free from any dirt, mud, garbage, trash or other debris occasioned by the construction.

Section 17. Excavation. No clearing or excavation shall be made except incident to construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded in accordance with the approved landscape plan.

Section 18. Fences and Walls. Except for walls, if any, constructed by Declarant, there shall be no fence or wall permitted on any Lot unless it meets the requirements below and has been approved by the ARB as to size, material, color, location, etc. Landscape buffers may be required on the outside of any fences and walls by the ARB.

(1) Fences may be permitted within three (3) feet of the sidewalk in the front yard to define public and private space, provided such fence is no higher than three (3') feet six (6") inches and limited to decorative white picket PVC, wrought iron or similar aluminum type material, as specified in the Lake Burden Neighborhood Architectural Review Guidelines.

(2) Fences may be permitted along the side and rear lot lines, provided such fence is no higher than four (4) feet, or forty eight (48) inches, and limited to decorative wrought iron or similar aluminum type material, as specified in the Lake Burden Neighborhood Architectural Review Guidelines.

(3) No fencing is permitted in any drainage easement area shown on any plat of the Property, or in the Environmental Swale Easement, Wetland Buffer Easement, and or Retaining Wall Easement.

Notwithstanding anything herein to the contrary, so long as Declarant or builders designated by Declarant maintain any model homes within the Property, they shall have the right to fence all or any part of any Lots being used for parking for the term of such use.

Per the Lake Burden South Preliminary subdivision plan approval Section 18 cannot be amended, removed, or superseded without the prior approval of the Orange County Board of County Commissioners (BCC), which approval may be withheld in the Board's sole discretion.

Section 19. Yard Accessories. All yard accessories excluding play structures shall be located at the rear of the Dwelling except that, in the cases of Dwelling(s) on corner Lots, such accessories shall be restricted to side and rear yard areas located opposite both streets.

Section 20. Play Structures. Basketball goals and other play structures, whether affixed to a portion of any improvement on a Lot or freestanding on a separate support, shall not be allowed on any Lot except after the approval of the Architectural Review Board is given. During the period in which the Declarant owns any lots within the Property, the Architectural Review Board may deny approval of any request for any such structures in its total and unfettered discretion.

Section 21. Trees. Trees situated on any Lot between building set back lines and the property lines having a diameter of three inches (3") or more (measured four feet [4'] from ground level) may not be removed without prior approval of the ARB. All requests for approval of tree removal shall be submitted to the ARB along with a plan showing generally the location of such tree(s). Oak trees shall be planted along all public streets at a maximum of forty (40) feet on center and shall be located in planter strips between the curb and sidewalks. Planter strips shall be irrigated by the abutting property owner. Reclaimed water shall be utilized when available. Trees shall have a clear trunk of six (6) feet, a minimum spread of seven (7) feet and a minimum caliper of three (3) inches at the time of planting.

Section 22. Use. Lots shall be used for single family residential purposes only.

Section 23. Pools. Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side street lot line.

- (a) No above ground swimming pools are allowed on any Lot at any time.
- (b) All swimming pools must be submitted and approved by the ARC.

Section 24. Dwellings and Garages.

- (a) No Dwelling shall have a heated area of less than one thousand seven hundred (1,700) square feet; exclusive of screened area, open porches, terraces, patios and garages.

(b) No Dwelling located on Lots 27 through 36 shall have a heated area of no less than three thousand (3,000) square feet; exclusive of screened area, open porches, terraces, patios and garages.

(c) No Dwelling shall exceed three (3) stories and forty (40') feet in height.

(d) No projections of any type shall be placed or permitted to remain above any roof of the Dwelling with the exception of chimneys and vent stacks. No solar collectors shall be visible from any front street.

(e) No Dwelling shall have exposed structural block on its front elevation.

(f) All driveways shall be constructed of solid concrete or decorative pavers approved by the ARB. Driveways must be set back a minimum of two (2') feet from the side property line, unless the driveway is shared.

(g) Garages must be placed ten (10) feet behind the façade of the house or oriented toward the side yard.

(h) All oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a street or other Lot. This provision shall also apply to central air conditioning compressor units.

Section 25. Tree Removal and Landscaping. There shall be no removal of trees or clearing of a Lot, other than clearing of underbrush, until such time as the ARB has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns except in approved landscape or retained natural areas. Natural vegetation shall be finished by removal of underbrush and adding mulch.

Section 26. Refuse Collection. All trash, garbage or other refuse shall be placed for pickup not earlier than the evening preceding pickup, and any and all containers for such trash, garbage or refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any portion of the Property.

Section 27. Ramps. No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side street.

Section 28. Declarant Provision. Any of the restrictive covenants herein contained or any other provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of

the Lots. Declarant may make such lawful use of the unsold Lots and the Common Property, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking.

Section 29. *Facades.* The same front facade for single family residential units may not be repeated more than five (5) times within one block length for both sides of any street and shall be separated by at least two (2) lots with different facades. To the greatest extent possible, houses with the same front facade should not be located across the street from each other.

House front facades shall be varied and articulated to provide visual interest to pedestrians along the street frontage. The facade of the main body of the house shall not exceed forty (40') feet in length, except for wings or "L"s which are setback from the front facade. In no case shall more than fifty (50) percent of the front facade of a house consist of an unobstructed block wall or garage door.

In addition, the following mechanisms should serve as a guide to ensuring that Lake Burden will maintain a pedestrian scale neighborhood.

At least 50% of all single family residential units shall have a front porch. A front porch is defined as an un-air conditioned, roofed structure attached to the front of the building. The front porch must be a minimum of seven (7) feet in depth and cover a minimum ten (10) feet in width or 1/3 of the front facade, whichever is greater.

- a. Utilization of arcades, bays and balconies;
- c. Facades that are located at the front setback line;
- d. First floor elevations at least eighteen (18") inches above the finished grade of the sidewalk;
- e. Primary entrances that are visible and accessible from the street;
- f. Hip, gable or gambrel roofs; Flat roofs shall be prohibited.
- g. Design of vehicular access and garages which take into account the pedestrian scale street frontage with preference given to garages located at the rear of the main house;
- h. Other similar architectural features such as balconies, covered entries and bay windows which enhance the street front appearance and promote an appropriate massing and scale.

Per the Lake Burden South Preliminary subdivision plan approval Section 29 shall not be amended, removed, or superseded without the prior approval of the Orange County Board of County Commissioners (BCC), which approval may be withheld in the Board's sole discretion.

Section 30. *Minimum building set-back requirements, per the Lake Burden Specific Area Plan.*

- a. Front: Fifteen (15) feet; ten (10) feet for front porch or bay; front facing garages must be set-back a minimum of an additional ten (10) feet further than the primary structure, excluding the front porch or bay.
- b. Garages placed in front of the primary structure must be oriented toward the side yard.
- c. Side: Five (5) feet.

- d. Street Side: Ten (10) feet.
- e. Rear: Twenty (20) feet for primary structure; five (5) feet for rear garage,
- f. Rear Lakefront: Fifty (50) feet from the normal high water elevation contour.

ARTICLE XII

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner may impose any additional covenants or restrictions on any part of the Property without the prior written approval of Declarant, for so long as Declarant owns any Lots, and thereafter without the prior written approval of the Board.

ARTICLE XIII

AMENDMENT

The holders of at least two-thirds (2/3) of the votes in the Association (without regard to class) may change or amend any provision hereof either (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same duly recorded in the Public Records of Seminole County. A proposed amendment may be initiated by Declarant, the Association, or petition signed by ten percent (10%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two-thirds (2/3) of the votes of the Members (without regard to class) cast in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment, or the certified copy of the duly adopted resolution, among the Public Records of Orange County.

Any amendment proposed to these documents which affect the surface water management system, conservation areas or water management portions of common areas shall be submitted to the South Florida Water Management District for review prior to finalization of the amendment. The South Florida Water Management District shall determine if the proposed amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the South Florida Water Management District prior to the amendment of this document.

The Declarant may, at its sole discretion and without consent being required of anyone, modify, amend, or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment modification, or repeal is in writing and properly recorded in Orange County, Florida.

Declarant further reserves, prior to the closing of the sales of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the plat of subdivision.

ARTICLE XIV

HUD/VA AND DISTRICT APPROVAL RIGHTS

Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, the following actions will require the prior approval of the United States Department of Housing and Urban Development ("HUD") and the Veteran Administration ("VA"): addition of property as set forth in Article II, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any amendment of this Declaration and dissolution of the Association. This Declaration may not be amended without the prior written consent of the District if such amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance or repair of the Surface Water Management System for the community.

ARTICLE XV

DURATION AND TERMINATION

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the Public Records of Seminole County.

ARTICLE XVI

ENFORCEMENT

Section 1. *Compliance by Owners.* Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. *Enforcement.* If any person or entity shall violate or attempt to violate the terms of this Declaration, it shall be lawful for Declarant, any Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate the terms of this Declaration, (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate the terms of this Declaration, for the

purpose of preventing or enjoining all or any such violations or attempted violations, or to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. In addition, whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of this Declaration, Declarant or the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall constitute an individual assessment which shall be treated and shall be collected as set forth in Section 4 of Article VIII, and such entry and abatement or removal shall not be deemed a trespass or make Declarant or Association liable in any way to anyone for any damages on account thereof. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or elsewhere in this Declaration. The failure of Declarant, the Association, or an Owner to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

Orange County shall have the right, but not the duty, to enforce these requirements in the same manner as it enforces Orange County ordinances and regulations.

The District shall also have the right to enforce, by a proceeding at law or in equity, the provisions of this Declaration which relate to the maintenance, operation, repair, and management of the Surface Water Management System for the Property pursuant to the rules, requirements and permit promulgated by the District.

The offending Owner or occupant shall be responsible for all costs of enforcement including attorneys' fees and paralegals actually incurred and court costs, including those relating to appeals.

Section 3. *Declaration Enforcement Committee.* The Board of Directors shall appoint a Declaration Enforcement Committee ("DEC") consisting of at least three (3) Members of the Association. The purpose of the DEC shall be to conduct hearings and to make decisions concerning alleged violations of this Declaration by Members or Member's Permittees. Members appointed to the DEC may not be officers, directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director or employee. A majority vote of the DEC is necessary to impose a fine or violation.

Section 4. *Fines.* In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or his Member's Permittees to comply with any covenant, restriction, rule or regulations, provided the following procedures are adhered to:

(a) *Notice:* The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reason why a fine(s) should not be imposed. At least fourteen (14) days written notice of such meeting shall be given.

(b) *Hearing*: The alleged non-compliance shall be presented to the DEC at a hearing at which time the party responsible for the alleged violation shall have an opportunity to present reasons why a fine(s) should not be imposed. A written decision of the DEC shall be submitted to the party responsible for the alleged violation by not later than twenty-one (21) days after the meeting of the DEC. The party responsible for the alleged violation shall have a right to be represented by counsel and to cross-examine witnesses.

(c) *Fines and/or Revocation of Certain Privileges*: The DEC (if its or such panel's findings are made against the Member or Member's Permittee) may impose a reasonable fine, not to exceed \$50.00 per violation, against any Member or Member's Permittee and/or may suspend, for a reasonable period of time, the rights of a Member or a Member's Permittee, or both, to use common areas and facilities (provided, however, that the right of legal access may not be suspended or revoked).

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

(e) *Collection of Fines*: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) *Application of Proceeds*: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) *Non-exclusive Remedy*: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 5. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which other provisions shall remain in full force and effect.

Section 6. *Not Applicable to Failure to Pay Assessments and Other Charges.* The provisions of this Article do not apply to the failure of an Owner or Member to pay assessments or other charges when due.

ARTICLE XVII

DISCLAIMER OF LIABILITY OF ASSOCIATION

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR

RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING

AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, ORANGE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF ACCEPTANCE OF TITLE TO SUCH OWNER=S LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES). SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT AND ALL PARTIES RELATED THERETO, ALL OF WHICH SHALL BE FULLY PROTECTED HEREBY.

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

Nicholas Bolander

Print Name: Nicholas Bolander

L.B.K. Development, LLC

a Florida Limited Liability Company

Sylvia F. Faniel

Print Name: Sylvia F. Faniel

By: John B. Shoemaker

Its: Vice President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16 day of February, 2007, by John B. Shoemaker as Vice President of L.B.K. Development, LLC on behalf of the Limited Liability Company. Said person did not take an oath and (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____

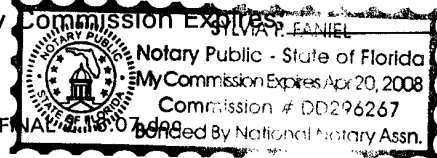
Sylvia F. Faniel

Print Name: Sylvia F. Faniel

Notary Public, State of Florida

Commission No.: _____

My Commission Expires _____



B:\OFFICE\LAKE BURDEN\HOA\Lake Burden Neighborhood Declaration F

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

COPY

EXHIBIT "A"

A portion of Section 25, Township 23 South, Range 27 East and Sections 30 and 31 of Township 23 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of Section 25, Township 23 South, Range 27 East, Orange County, Florida; thence South $88^{\circ} 53'29''$ West along the North line of said Southeast 1/4 for 1494.71 feet to the Easterly right of way line of Winter Garden-Vineland Road per Right-of-Way Map - Phase 1 (North Section) County Road 535- Project No. YO-808B, prepared by Kimley-Horn, dated February 8, 1993; thence Southerly along the said Easterly right of way line the following four (4) courses: run South $21^{\circ} 51'35''$ West, for 258.05 feet; thence South $13^{\circ} 34'05''$ West for 157.06 feet; thence South $07^{\circ} 20'32''$ West for 61.71 feet to the point of curvature of a curve concave Easterly; thence Southerly along the arc of said curve, having a radius of 1041.74 feet, through a central angle of $12^{\circ} 08'43''$, for 220.82 feet to the Point of Beginning; thence North $89^{\circ} 02'40''$ East departing said Easterly right of way line along the North line of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 25, for 321.15 feet to the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 25; thence North $89^{\circ} 02'40''$ East along the North line of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 25, for 1316.30 feet to the West line of said Section 30; thence North $89^{\circ} 26'17''$ East along the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 30, for 1335.08 feet to the East line of the West 1/2 of the Southwest 1/4 of said Section 30; thence South $00^{\circ} 50'41''$ West along said East line and the West line of the plat "Keene's Pointe Unit 2" as recorded in Plat Book 42, Page 116 through 128 of the Public Records of Orange County, Florida and West line of the plat of "Keene's Pointe Unit 1" as recorded in Plat Book 39, Page 74 through 89 of the Public Records of Orange County, Florida, for 2007.52 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 31; thence South $00^{\circ} 09'10''$ East, along the East line of West 1/2 of the Northwest 1/4 of said Section 31 and the West line of said plat of Keene's Pointe Unit 1" and the West line of the plat of "Keene's Pointe Unit 4" as recorded in Plat Book 48, Page 82 through 85 of the Public Records of Orange County, Florida, for 1613.12 feet to the Northerly right of way line of aforesaid Winter Garden-Vineland Road; thence North $70^{\circ} 54'40''$ West along said Northerly right of way line, for 602.82 feet; thence North $71^{\circ} 40'30''$ West along said Northerly right of way line for 252.64 feet; thence departing said Northerly right of way line, run North $19^{\circ} 05'25''$ East for 252.41 feet; thence North $89^{\circ} 50'50''$ East for 94.66 feet; thence North $00^{\circ} 09'10''$ West for 126.15 feet; thence South $89^{\circ} 50'50''$ West for 5.00 feet; thence North $00^{\circ} 09'10''$ West for 426.04 feet; thence South $89^{\circ} 50'50''$ West for 5.00 feet; thence North $00^{\circ} 09'10''$ West for 129.96 feet; thence South $89^{\circ} 50'50''$ West for 250.96 feet; thence North $00^{\circ} 05'20''$ West for 56.03 feet; thence South $89^{\circ} 55'32''$ West for 333.00 feet; thence North $00^{\circ} 00'00''$ East for 396.71 feet; thence North $22^{\circ} 23'58''$ West for 104.36 feet; thence South $68^{\circ} 28'24''$ West for 25.31 feet to the point of curvature of a curve concave Northerly; thence Westerly along the arc of said curve, having a radius of 576.00 feet through a central angle of $07^{\circ} 33'52''$, for 76.05 feet to the point of tangency; thence South $76^{\circ} 02'16''$ West for 36.34 feet to the point of curvature of a curve concave Northerly; thence Westerly along the arc of said curve, having a radius of 490.00 feet, through a central angle of $16^{\circ} 09'24''$, for 138.17 feet to the point of compound curvature of a curve concave Northerly; thence Westerly along the arc of said curve, having a radius of 390.00 feet, through a central angle of $20^{\circ} 49'47''$, for 141.78 feet to the point of compound curvature of a curve concave Northeasterly; thence Northwesterly along the arc of said curve, having a radius of 294.00 feet, through a central angle of $39^{\circ} 44'50''$, for 203.95 feet to the point of reverse curvature of a curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 66.00 feet, through a central angle of $65^{\circ} 30'34''$, for 75.46 feet to the point of reverse curvature of a curve concave Northeasterly; thence Northwesterly along the arc of said curve, having a radius of 119.00 feet, through a central angle of $75^{\circ} 00'40''$, for 155.79 feet to the point of compound curvature of a curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 336.50 feet, through a central angle of $50^{\circ} 31'54''$, for 296.77 feet to the point of compound curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 81.00 feet, through a central angle of $39^{\circ} 50'02''$, for 56.32 feet to a point; thence North $11^{\circ} 04'39''$ West, for 66.51 feet to a point on a curve concave Northerly; thence Easterly along the arc of said curve, having a radius of 229.50 feet, through a central angle of $01^{\circ} 06'16''$, for 4.42 feet to a point of compound curvature of a curve concave to the Northwest; thence Northerly along the arc of said curve, having a radius of 10.00 feet, through a central angle of $80^{\circ} 52'13''$, for 14.11 feet to a point of tangency; thence North $02^{\circ} 05'30''$ West, for 20.98 feet to a point of curvature of a curve concave Westerly; thence Northwesterly along the arc of said curve, having a radius of 47.00 feet, through a central angle of $58^{\circ} 07'11''$, for 47.68 feet to a point on a curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 497.00 feet, through a central angle of $12^{\circ} 07'34''$, for 105.19 feet to the point of compound curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 10.00 feet, through a central angle of $90^{\circ} 35'18''$ for 15.81 feet to a non-tangent curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 487.00 feet and a chord bearing of North $76^{\circ} 48'45''$ West, through a central angle of $06^{\circ} 36'12''$, for 56.13 feet to a non-tangent curve concave Southwesterly; thence

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Northwesterly along the arc of said curve, having a radius of 10.00 feet and a chord bearing of North $35^{\circ} 59'48''$ West, through a central angle of $90^{\circ} 35'18''$, for 15.81 feet to the point of compound curvature of curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 497.00 feet, through a central angle of $21^{\circ} 41'02''$, for 188.09 feet to the point of tangency; thence South $77^{\circ} 01'31''$ West, for 105.69 feet to the aforesaid Easterly right of way line of Winter Garden-Vineland Road; thence along said Easterly right of way line the following six (6) courses; run North $12^{\circ} 53'14''$ West, for 281.14 feet to the point of curvature of a curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 602.94 feet, through a central angle of $29^{\circ} 30'12''$, for 310.47 feet to the point of tangency; thence North $42^{\circ} 23'26''$ West, for 333.00 feet to the point of curvature of a curve concave Northeasterly; thence Northwesterly along the arc of said curve, having a radius of 543.48 feet, through a central angle of $11^{\circ} 09'55''$, for 105.91 feet; thence North $14^{\circ} 47'01''$ West, for 84.83 feet to a non-tangent curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 1041.74 feet and a chord bearing of North $09^{\circ} 19'24''$ West, through a central angle of $09^{\circ} 02'25''$, for 164.37 feet to the Point of Beginning.

COPY

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EXHIBIT "B"

ARTICLES OF INCORPORATION

COPY



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

February 7, 2004

CSC
DARLENE WARD

The Articles of Incorporation for LAKE BURDEN NEIGHBORHOOD ASSOCIATION, INC. were filed on February 6, 2004 and assigned document number N04000001247. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

A corporation annual report must be filed with this office between January 1 and May 1 of each year beginning with the calendar year following the year of the filing/effective date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the Internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS at 1-800-829-3676 and request form SS-4.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at the address given below.

Judy Sadler, Corporate Section Administrator
Public Assistance

Letter Number: 904A00008522

Account number: 072100000032

Amount charged: 70.00

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

CFRB-6
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

LAKE BURDEN NEIGHBORHOOD ASSOCIATION, INC.,
a Florida corporation not-for-profit

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is LAKE BURDEN NEIGHBORHOOD ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

TYPE OF CORPORATION

The Association is a not-for-profit corporation and has no capital stock.

ARTICLE III

DURATION

The period of duration is perpetual.

ARTICLE IV

PURPOSES AND POWERS

This Association does not contemplate pecuniary gain or profit to its members, and the purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential lots and common maintenance area within that certain real property described in that certain Declaration of Covenants, Conditions and Restrictions for Lake Burden, executed by L.B.K. Development, LLC, a Florida corporation ("Declarant") to be recorded in the Official Records of Orange County, Florida, (hereinafter called the "Declaration"), and such additional properties as may be added thereto from time to time by annexation or otherwise as provided in the Declaration and in these Articles; and to promote the health, safety and welfare of the residents within such properties and for these purposes the Association shall have the following powers:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in said Declaration and as the same may be amended from time to time as therein provided, the Declaration being incorporated herein as if set forth at length;

(b) To fix, levy and collect (enforcing payment by any lawful means) all charges and assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including for example, but not by way of limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) With the consent of 2/3 of each class of members, to purchase, receive, lease or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; provided, however, that without obtaining the approval of the membership the Board of Directors may convey the common areas to another organization whose purposes are substantially similar to those of the Association and whose membership includes the members of the Association;

(d) To borrow money, and with the assent of two-thirds (2/3) of each class of members to mortgage or pledge any or all of its real or personal property as security for money borrowed or debts incurred;

(e) To engage the services of agents, independent contractors or employees to manage, operate or perform all or any part of the affairs and business of the Association; and

(f) To do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed, and pay the costs and/or expenses in connection therewith.

(g) If and to the extent required by the Declaration, the Association shall operate, maintain and manage the Conservation Area in a manner consistent with the South Florida Water Management District permit requirements and applicable District rules, shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the Conservation Area and shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Conservation Area.

(h) To operate and maintain common property, including the surface water management system permitted in South Florida Water Management District Permit Number _____.

(i) To sue and be sued; and

(j) To contract for services.

Further, the Association shall have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 617 of the Florida Statutes may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner ("Owner") of a fee or undivided fee interest in any lot which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of

any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification of membership.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article V with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article V. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B members shall be the Declarant or its assignee or successor who owns Lots (or Lots with Units that have never been occupied) and shall be entitled to three (3) votes for each unoccupied Lot owned by it. The Class B membership shall cease and be converted to Class A membership one hundred twenty (120) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or seven (7) years after conveyance of the first Lot by Declarant, whichever occurs earlier. Class B membership shall be reinstated at any time before the expiration of 20 years from the date of conveyance of the first Lot if additional Lots owned by Class B members are annexed into the Association in sufficient numbers to restore a ratio of at least one Class B Lot to each three Class A Lots in the overall area subject to the Association.

Members may vote by proxy as provided in the bylaws. No action may be taken which would suspend a Member's right to vote.

ARTICLE VII

ASSOCIATION TURNOVER

Section 1. Time of Turnover. The Turnover of the Neighborhood Association by the Declarant shall occur at the Association 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, 2010;
- (b) Upon voluntary conversion to Class A membership by the Declarant; or,
- (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 Declaration.

Section 2. Procedure of Calling Association Turnover Meeting. The purpose of the

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

(a) *Procedure at the Association Turnover Meeting.* At the Association Turnover Meeting (whereupon the Class A Members are obligated to elect the Board of Directors and assume control of the Association), a special meeting (the "Association Turnover Meeting") of the membership shall be called in accordance with the provisions of the By-Laws for the calling of a special meeting of the membership. For the purpose of convening the Association Turnover Meeting, a quorum shall consist of at least 30% of the Members of each class of the membership. Among any other business to be presented at such meeting, nominations for places on the Board of Directors shall be taken from the floor and election of the Board of Directors shall be made therefrom. Each Member shall have one (1) vote for every place on the Board of Directors to be filled but shall be able to cast only one (1) vote for each position to be filled (by way of example, if three (3) positions on the Board of Directors are to be filled, and five (5) persons are nominated for the three (3) positions, then each Member shall have the ability to cast one (1) vote for any three (3) candidates).

(b) *By Written Nomination and Written Ballot If The Association Turnover Meeting Fails For Lack Of Quorum.* If a quorum is not present at the Association Turnover Meeting, then, within fourteen (14) days after the time for the Association Turnover Meeting, the Association shall send written notice to each Member that a quorum was not present and that election of Directors shall proceed by written nomination and later by written ballot. In such notice, the Association shall solicit nominations for positions on the Board of Directors and shall require that such written nominations be received by the Association within fourteen (14) days of such notice. Thereafter, the Association shall prepare a written ballot of all persons nominated and shall send such ballot to each Member with notice that the ballot must be returned to and received by the Association within fourteen (14) days of the mailing of such ballot. Those candidates receiving the most votes shall be elected to the Board of Directors and shall take office within thirty (30) days thereafter (at which time all Declarant-appointed Directors shall resign). Such an election shall be valid and effective notwithstanding the receipt by the Association of votes of less Members than required for a quorum at any duly called and authorized meeting, provided, however, that this provision shall apply only to the election of Directors at the time the Declarant turns control of the Neighborhood Association over to the Class A Members.

Section 3. Procedure for Association Turnover Meeting. The Association Turnover Meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

ARTICLE VIII

AGENT AND OFFICES

The registered office of the Association shall be:

4432 Parkway Commerce Blvd.
Orlando, Florida 32808

The registered agent of the Association shall be John B. Shoemaker.

The principal office of the Association is located at 4432 Parkway Commerce boulevard, Orlando, Florida 32808.

ARTICLE IX

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3) directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association but shall always consist of an odd number. The names and addresses of the persons who are to serve until the election of their successors are:

<u>Directors</u>	<u>Address</u>
John B. Shoemaker	4432 Parkway Commerce Boulevard Orlando, Florida 32808
Oded Cohen	4432 Parkway Commerce Boulevard Orlando, Florida 32808
Sylvia Faniel	4432 Parkway Commerce Boulevard Orlando, Florida 32808

At the first annual meeting, the Declarant shall appoint one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and, at each annual meeting thereafter, the Class A and Class B members shall elect each succeeding director for a term of three (3) years to fill each expiring term.

ARTICLE X

MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of voting membership; all subject, however, to the provisions relating to annexation as set forth in the Declaration.

ARTICLE XI

AUTHORITY TO MORTGAGE

After same real property has been conveyed to the Association, any mortgage by the Association of the common area defined in said Declaration shall have the assent of two-thirds (2/3) of each class of membership.

ARTICLE XII

AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell or transfer all or any part of the common area (after same has been conveyed to it) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer may be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership agreeing to such dedication, sale or transfer.

ARTICLE XIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than ninety percent (90%) of each class of membership. Upon dissolution of the Association, the assets both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association. This procedure shall be subject to court approval on dissolution pursuant to F.S. 617.05.

ARTICLE XIV

MEETINGS FOR ACTIONS GOVERNED BY ARTICLES X THROUGH XIII

In order to take actions under Articles X through XIII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE XV

OFFICERS

The officers of the Association shall be a president, vice president, secretary, treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The name of the officers who shall serve until their successors are designated by the Board are as follows:

President:	Oded Cohen
Vice President:	John B. Shoemaker
Secretary:	Sylvia Faniel
Treasurer:	Sharon Trent

ARTICLE XVI

BYLAWS

The first Bylaws shall be adopted by the Board and may be altered, amended or rescinded by the Declarant (as defined in the Declaration), the directors or members in the manner provided by the Bylaws.

ARTICLE XVII

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

(a) A resolution setting forth the proposed amendment may be proposed by a majority of the Board or by not less than one-third (1/3) of the membership.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of 2/3 of the votes of each class of membership of the Association.

(d) Any number of amendments may be submitted to the members and voted upon by them at any meeting.

(e) Prior to the closing of the sale of all Lots within the Property, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment.

(f) Upon approval of an amendment to these Articles by the members, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of Orange County, Florida.

(g) Any amendment made by Declarant, and any amendment made by the members prior to the completion of 75% of the Units that may be constructed within the Property must be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering a Lot is guaranteed or insured by either such agency, and if such amendment materially and adversely affects the Owners or materially and adversely affects the general scheme of development created by the Declaration. Such approval shall specifically not be required where the amendment is made to correct errors or omissions or is required by any Institutional Lender so that such lender will make, insure or

guarantee mortgage loans for the Lots, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to Declarant or to the Association within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of Declarant or the Association that the approval was given or deemed given.

ARTICLE XVIII

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

Annexation of additional properties, mergers and consolidations, mortgaging of common area, dedication of common area, dissolution and amendment of these Articles.

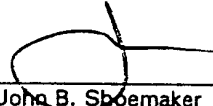
ARTICLE XIX

INCORPORATOR

The name and street address of the incorporator is:

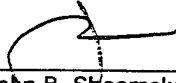
John B. Shoemaker
4432 Parkway Commerce Boulevard
Orlando, Florida 32808

Wherefore, the incorporator, and the initial registered agent, have executed these Articles this 31 day of February, 2004.


John B. Shoemaker

ACCEPTANCE BY REGISTERED AGENT

Having been named as registered agent to the above mentioned corporation, at the place designated in the foregoing Articles of Incorporation, John B. Shoemaker, 4432 Parkway Commerce Blvd., Orlando, FL 32808, hereby accepts such designation and agrees to act in such capacity, and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties as registered agent. It is familiar with, and accepts the duties and obligations of Section 607.0505 of the Florida Statutes.



John B. Shoemaker
Date: 2/5/04, 2004

Z:\OFFICE\LAKE BURDEN\HOA\ARTICLESrev02052004.wpd

COPY

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FALL 2004
CO. FFD-6
FLORIDA

EXHIBIT "C"

BYLAWS

copy

EXHIBIT "C"

COPY OF BYLAWS OF
LAKE BURDEN NEIGHBORHOOD
ASSOCIATION, INC.

BYLAWS
OF
LAKE BURDEN NEIGHBORHOOD
ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is LAKE BURDEN NEIGHBORHOOD ASSOCIATION, INC., hereinafter referred to as the "Association". The initial registered office of the corporation shall be located at 4432 Parkway Commerce Boulevard, Orlando, Florida 32808 meetings of members and directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. [reserved]

Section 2. "Property" shall mean and refer to the real property described on the Subdivision Plats.

Section 3. "Association" shall mean and refer to the LAKE BURDEN NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation, established for the purposes set forth herein.

Section 4. "Subdivision Plats" shall mean and refer to the officially approved and recorded plats filed in Plat Book __, Pages __ through __, of the Official Records of Orange County, Florida.

Section 5. "Lot" shall mean and refer to a building site for a detached single family dwelling within the Property as depicted on the Subdivision Plats.

Section 6. "Unit" shall mean and refer to any residential dwelling, situated upon any Lot.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 8. "Declarant" shall mean and refer to L.B.K. Development, LLC, a Florida Limited Liability Company, and its successors or assigns who are designated as such in writing by Declarant, and who accept such designation in writing.

Section 9. "Common Areas" shall mean and refer to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners, including, but not limited to the entrance monuments, drainage facilities and detention ponds, esplanade and right-of-way landscaping and such other areas lying within dedicated public easements or rights-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the residents.

Section 10. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Lake Burden, and any amendments, annexations and supplements thereto made in accordance with its terms.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

PROPERTY RIGHTS AND OTHER RIGHTS OF ENJOYMENT

Each member shall be entitled to the use and enjoyment of the Common Area as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegate. The rights and privileges of such delegate are subject to suspension to the same extent as those of the member.

ARTICLE V

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of at least three (3) directors, who need not be members of the Association.

Section 2. Election. At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect the director for a term of three (3) years to fill each expiring term.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually at such place and hour as may be fixed from time to time by resolution of the Board. Meetings of the Board shall be open to the Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the subject of discussion would otherwise be protected by the attorney-client privilege. Notices of all board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. Notice may be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency, in lieu of posting notice. Should said meeting fall upon a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made only from among Members.

In addition, a Member may nominate himself as a candidate for the Board of Directors at a meeting where the election is to be held.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power:

- (a) To adopt and publish rules and regulations governing the use

of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) To exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without just cause having been furnished to and accepted by the Board;

(d) To establish, disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association; and

(e) To engage the services of a manager, an independent contractor, or such employees as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided herein, and in the Declaration

(1) To fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XII, and

(2) To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of any assessment therein stated to have been paid;

(e) To procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) To cause all officers, employees or agents, having fiscal responsibility to be bonded, as it may deem appropriate; and

(g) To cause the Common Maintenance Area to be maintained.

ARTICLE IX

COMMITTEES

The Association may appoint a Nominating Committee, as provided in

these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within 13 months from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. provided that the Board of Directors may upon written notice to the members at least ten (10) days prior to the regular annual meeting date schedule the annual meeting date for a date not more than thirty (30) days subsequent to the regular annual meeting date. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the Board of Directors, or upon written request of the members who are entitled to vote ten percent (10%) of the total voting interests of the Association. Business at a Special Meeting is limited to purposes described in the notice of the meeting.

Section 3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws, written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies or Voting Representatives (as defined in the Declaration) entitled to cast, thirty percent (30%) of the total voting interests shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid, shall be present or be represented. Adjournment of any meeting of the membership to a different date, time or place must be announced at that meeting before an adjournment is taken or notice must be given of the new date, time or place in accordance with the provisions hereof.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and must state the date, time and place of the meeting for which it was given and must be signed by the person giving the proxy. A proxy will be effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time and automatically expires ninety (90) days after the date of the meeting for which it was originally given or upon conveyance by the Member of his Lot, whichever occurs sooner. A proxy is revocable at any time at the pleasure of the person who executes it.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this

Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; Keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of

the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE XII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. By the Declaration each member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments. Said assessments are fixed, established and assessed to the Owners as provided therein. The Owner's share of annual or special assessments is equal to a proportion of the total expenses of the Association, such proportion being equal to a fraction having as its numerator the number of Lots which the Owner owns and having as its denominator the total number of Lots in the Property.

The assessments, together with interest thereon, late charges and costs of collection, including without limitation court costs and reasonable attorneys' and paralegals' fees (including such fees and costs before trial, at trial and on appeal), is a charge and a continuing lien upon the Lot against which such assessment is made, together with any Dwelling located on said Lot, from and after the date on which such assessment is due. Each such assessment, together with the aforementioned interest, late charges, costs and fees, is the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due.

If any assessment or installment thereon is not paid when due, then such assessment is deemed delinquent and the delinquent assessment, together with interest thereon and such late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, are secured by a continuing lien on the Lot as to which the assessment accrued, and upon the Dwelling located on that Lot. Such lien is prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage. The lien is prior to and superior in dignity to homestead status. The said lien binds such Lot and any Dwelling located thereon in the hands of the then Owner and each subsequent Owner. The personal obligation of the Owner to pay such delinquent assessment, however, remains that Owner's personal obligation for the statutory period and personal liability does not pass to the successors in title unless expressly assumed by them.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after the due date, the same bears interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any Dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there is added to the amount of such assessment the aforesaid interest, late charges, costs of collection and attorneys' and paralegals' fees, as aforesaid, and the said fees and costs of collection shall be recoverable whether or not suit be brought. The Owner is also required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association has the right and power to bid at the foreclosure sale and to own sell, lease, encumber, use and otherwise deal with the Lot and any Dwelling located thereon as owner thereof.

(b) *Exempt Property.* The following property is exempt from the assessments, charges and liens created in the Declaration:

1. Common Property;

2. Lands owned by Declarant which have not been annexed to the community by this Declaration or a Supplemental Declaration;
3. Lands which have been dedicated to Seminole County or other governmental authority, any utility company or the public; and
4. Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association pursuant to Section 8 of this article.

No other land or improvements in the Property is exempt from these assessments, charges or liens. No Owner can avoid assessment obligations by virtue of non-use or abandonment of the Common Property.

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the Property and Owners thereof, for the performance by the Association of its duties and for the exercise of the powers conferred upon it, for the improvement and maintenance of the Common Property, and for any other purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following:

- (a) Payment of Association operating expenses;
- (b) To pay, contest or compromise real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property;
- (c) Management, maintenance, repair, replacement, improvement and beautification of the Common Property and easement areas benefitting the Association;
- (d) Repayment of deficits previously incurred by the Association, if any, in maintaining or making capital improvements to or upon the Common Property or in furnishing services to or for the Members of the Association;
- (e) Funding of appropriate reserves for future common Expense;
- (f) Procurement and maintenance of insurance, and employment of accountants, attorneys and other professionals to represent or advise the Association;
- (g) Doing anything necessary or desirable in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners; and
- (h) To the extent not performed by Orange County, and subject to prior approval as required by Orange County, operation, maintenance and management of the Surface Water Management System for the Property in accordance with the terms of this Declaration and the permits, rules and requirements of the District.

Section 3. Determination of Annual Assessments.

(a) Operating Budget. At least sixty (60) days prior to the end of the Association's fiscal year, the Board must prepare a budget of the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and capital improvement budget items approved by the Board under Subsection (b), below.

(b) *Capital Budget.* Each year, the Board must prepare a capital budget taking into account the number, type, life expectancy and expected replacement cost of replaceable assets. The Board then sets the required annual capital contribution in an amount sufficient to meet the projected capital needs of the Association on a timely basis. The annual capital contribution fixed by the Board is included in the annual operating budget and annual assessments described in Subsection (a), above.

(c) *Adoption of Operating Budget.* The Board must mail to each Member a copy of the capital budget, operating budget and projected annual assessments to be levied for the next fiscal year at least forty-five (45) days prior to the end of the Association's current fiscal year. The operating budget and annual assessments becomes effective unless and until disapproved at a special meeting of the Members held not later than forty-five (45) days after the proposed budget and assessments are mailed to the Members. To be effective, the disapproval must be by a vote of two-thirds (2/3) of the membership of the Association. In the event that the membership so disapproves the operating budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new budget shall have been determined, the budget and annual assessments for the preceding year continues in effect.

(d) *No Levy Of Assessments Without Notice Of Meeting At Which Assessments Are Considered.* No assessment may be levied by Board without including with the notice of the meeting at which such assessment is considered a statement that assessments will be considered and the identifying the nature of the assessment.

(e) *Allocation of Annual Assessments Among Lots.* The operating budget of the Association is assessed against all Owners and Lots in the Property in an equal amount per Lot.

Section 4. Special Assessments.

(a) *Special Assessments.* In addition to the annual assessments levied pursuant to Section 3, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, repair or replacement of any improvement on the Common Property or on any easement benefitting the Association, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed desirable or appropriate by the Board; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members of each class who are in attendance and voting in person or by proxy at a meeting duly called for said purpose.

(b) *Individual Assessment.* The Board may levy an individual assessment against any Owner and that Owner's Lot and any Dwelling located thereon in order to cover costs incurred by the Association due to that Owner's failure to maintain its Lot or the Dwelling located thereon pursuant to the standards set forth in this Declaration, or to reimburse the Association for loss or damage to the Association or to any Common Property or easement area caused by that Owner or his lessee, agent, contractor, guest or occupant, and not covered by insurance, or for any other purpose permitted by this Declaration.

Section 5. Commencement of Annual Assessments; Initial Annual Assessment; Due Dates. Annual assessments on the Lots in the Property commence on the first day of the first calendar month following the closing of the sale by Declarant of the first Lot to the first purchaser from Declarant. The annual assessment for each Additional Property commences upon the closing of the sale by Declarant of the first Lot to the first purchaser from Declarant in that Additional Property.

The annual assessment for the Property for the balance of the calendar year in which this Declaration is recorded shall be not greater than Five Hundred Dollars (\$500.00) per Lot. As to the Lots in each Additional Property, the

initial annual assessment is set forth in the relevant Supplemental Declaration. At the closing of the sale of each Lot in the community by Declarant to the first purchaser from Declarant, the purchaser pays to the Association the entire annual assessment for the calendar year of closing, prorated on a per diem basis from the date of closing through the end of that calendar year. Thereafter, annual assessments are due, in advance, on or before the commencement of the Association fiscal year for which imposed; but the Board may elect to collect annual assessments in monthly, quarterly or semi-annual installments. In the event of such deferred payments, the Board may but is not required to charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any annual assessment upon default in the payment of any installment thereon. Annual assessments which commence to accrue as to any Lot other than on the first day of the year are prorated for the balance of that year.

Section 6. Certificate of Payment. Upon request, the Association must furnish to any Owner liable for assessment a certificate setting forth whether said assessment has been paid. Such certificate is conclusive evidence in favor of third parties relying thereon of the payment of any assessment therein stated to have been paid.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein is subordinate to the lien of any mortgage. Any mortgagee which obtains title to a Lot by foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, is not liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee. Such uncollected assessments, interest, late charges and collection costs incurred is deemed a Common Expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis. Any such transfer to or by a mortgagee does not relieve the transferee of responsibility or the Lot from the lien for assessments thereafter falling due. No sale or transfer releases such Lot from liability for any assessment thereafter becoming due.

Section 8. Funding by Declarant. Notwithstanding anything contained in this Declaration to the contrary, Declarant is not obligated to pay any annual, special or individual assessment as to any Lot or Dwelling owned by it during any period of time that Declarant pays the Common Expense actually incurred over and above the income derived from annual, special and individual assessments collectible from the Class "A" Members. For purposes of this subsidy arrangement, Declarant need not subsidize or pay replacement reserves or capital expenditures. Declarant, at its option, may elect by written notice delivered to the Association at any time to abandon the subsidy approach and commence payment of the assessments thereafter falling due for the Lots then owned by Declarant, prorated as of the date of such notice. Declarant shall never be obligated to pay any individual assessment.

ARTICLE XIII

BOOKS AND RECORDS; BUDGET

Section 1. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any members at the principal office of the Association, where copies may be purchased at reasonable cost.

The Association shall maintain each of the following items:

- (1) copies of any plans, specifications, permits and warranties related to improvements constructed on the common areas or other property that the

Association is obligated to maintain, repair or replace.

- (2) a copy of the bylaws of the Association and of each amendment to the bylaws.
- (3) a copy of the articles of incorporation of the Association and of each amendment thereto.
- (4) a copy of the declaration of covenants and a copy of each amendment thereto.
- (5) a copy of the current rules of the Association.
- (6) the minutes of all meetings of the board of directors and of the members, which minutes must be retained for at least seven (7) years.
- (7) a current roster of all members and their mailing addresses and parcel identifications.
- (8) all of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- (9) a current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed are also official records and must be kept for a period of one (1) year.
- (10) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
 - (a) accurate, itemized and detailed records of all receipts and expenditures;
 - (b) a current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due;
 - (c) all tax returns, financial statements and financial reports of the Association; and
 - (d) any other records that identify, measure, record or communicate financial information.

The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall provide each member with a copy of the annual financial report or a written

notice that a copy of the financial report is available upon request at no charge to the Member. The financial report may consist of either:

- (1) financial statements presented in conformity with generally accepted accounting principles; or
- (2) a financial report of actual receipts and expenditures, cash basis, which report must show:
 - (a) the amount of receipts and expenditures by classification; and
 - (b) the beginning and ending cash balances of the Association.

Section 2. Budget. The Association shall prepare an annual budget which must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Declarant, or another person. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

ARTICLE XIV

CORPORATE SEAL

The Association shall have seal in circular form having within its circumference the words: "Lake Burden Neighborhood Association, Inc., corporation not-for-profit."

ARTICLE XV

FISCAL YEAR

The Fiscal Year of the Association shall begin on the first day of January and end on the 31st day of ~~December~~ of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XVI

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVII

GENDER AND GRAMMAR

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

EXHIBIT "D"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT

30107

EXHIBIT "D"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
PERMIT MODIFICATION NO. 48-01039-P

DATE ISSUED: APRIL 14, 2004



PERMITTEE: ASHTON WOODS LP
(LAKE BURDEN SOUTH - MASS GRADING)
56 PINE STREET SUITE 30.
ORLANDO, FL 32801

LBK DEVELOPMENT LLC
(LAKE BURDEN SOUTH MASS GRADING)
4432 PARKWAY COMMERCE BLVD.
ORLANDO, FL 32808

ORIGINAL PERMIT ISSUED: APRIL 15 1999

ORIGINAL PROJECT DESCRIPTION: AUTHORIZATION FOR CONCEPTUAL APPROVAL OF AN ENVIRONMENTAL RESOURCE PERMIT FOR THE MASTER SURFACE WATER MANAGEMENT SYSTEM TO SERVE THE 936.1-ACRE LAKE REAMS NEIGHBORHOOD PLANNED DEVELOPMENT.

APPROVED MODIFICATION: MODIFICATION FOR CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE A 127.98 ACRE MASS GRADING PROJECT KNOWN AS LAKE BURDEN SOUTH AND 476.92 ACRES OF WETLANDS FOR MITIGATION (134.11 ACRES OF WHICH IS A PART OF THE FDC PARCEL PROPOSED TO BE NEWLY ADDED UNDER THE PERMIT). MODIFICATION OF THE CONCEPTUAL APPROVAL TO APPROVE THE ADDITION OF THE BALANCE OF THE FDC SITE (299.89 ACRES) TO THE OVERALL PROJECT AREA.

PROJECT LOCATION: ORANGE COUNTY, SECTION 25,36 TWP 23S RGE 27E
SECTION 30,31 TWP 23S RGE 28E

PERMIT DURATION: See Special Condition No.1. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit Modification is approved pursuant to Application No. 030624-5, dated January 29, 2004. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of any activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV, Florida Statutes(F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S. between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S. or as otherwise stated herein.

This Permit Modification may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit Modification may be transferred pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), F.A.C.

All specifications and special and limiting/general conditions attendant to the original Permit, unless specifically rescinded by this or previous modifications, remain in effect.

This Permit Modification shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by Governing Board. The Application, and Environmental Resource Permit Staff Review Summary of the Application, including all conditions and all plans and specifications incorporated by reference, are a part of this Permit Modification. All activities authorized by this Permit Modification shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitting activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:

SEE PAGES 2 - 4 OF 7 (19 SPECIAL CONDITIONS).

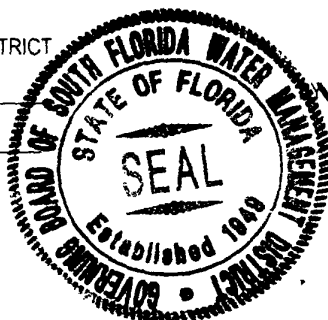
SEE PAGES 5 - 7 OF 7 (19 GENERAL CONDITIONS).

PERMIT MODIFICATION APPROVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

FILED WITH THE CLERK OF THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ON April 20, 2004

BY Elizabeth Vagwill
DEPUTY CLERK



ASSISTANT SECRETARY

PAGE 1 OF 7

SPECIAL CONDITIONS

1. The conceptual phase of this permit shall expire on April 15, 2006.
The construction phase of this permit shall expire on April 15, 2009.
2. Grass seed or sod, shall be installed and maintained on all disturbed areas within 48 hours of completing final grade, and at other times, as necessary, to prevent erosion, sedimentation or turbid discharges into receiving waters and/or adjacent wetlands.
3. Lake side slopes shall be no steeper than 5:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
4. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
5. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
6. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
7. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
8. Minimum building floor elevation: BASIN: Basin SB-3 - 112.50 feet NGVD.
BASIN: Basin SB-2 - 112.50 feet NGVD.
BASIN: Basin SB-1 - 112.50 feet NGVD.
9. Minimum road crown elevation: Basin: Basin SB-3 - 110.00 feet NGVD.
Basin: Basin SB-2 - 110.00 feet NGVD.
Basin: Basin SB-1 - 110.00 feet NGVD.
10. Discharge Facilities:

Basin: Basin SB-3, Structure: 1
1-72" WIDE SHARP CRESTED weir with crest at elev. 108' NGVD.
1-4" dia. CIRCULAR ORIFICE with invert at elev. 107' NGVD.
1118 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Basin SB-2
Control elev : 107 feet NGVD. /107 FEET NGVD DRY SEASON.

Basin: Basin SB-2, Structure: 1

1-72" WIDE SHARP CRESTED weir with crest at elev. 108.3' NGVD.
1-4" dia. CIRCULAR ORIFICE with invert at elev. 106.7' NGVD.
265 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Basin SB-1
Control elev : 106.7 feet NGVD. /106.7 FEET NGVD DRY SEASON.

Basin: Basin SB-1, Structure: 1

1-24" WIDE SHARP CRESTED weir with crest at elev. 107.5' NGVD.
2-6" dia. CIRCULAR ORIFICES with invert at elev. 106.5' NGVD.
195 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Lake Burden
Control elev : 106.5 feet NGVD. /106.5 FEET NGVD DRY SEASON.

11. Operation of the surface water management system shall be the responsibility of ORANGE COUNTY M.S.T.U.. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
12. All special conditions and exhibits previously stipulated by permit number 48-01039-P remain in effect unless otherwise revised and shall apply to this modification.
13. Prior to the commencement of construction resulting in wetland impacts and in accordance with the work schedule in the attached exhibits, the permittee shall submit two certified copies of the recorded conservation easement for the mitigation area and associated buffers. The data should also be supplied in a digital CAD (.dxf) or GIS (ESRI Coverage) format. The files should be in the Florida State Plane coordinate system, East Zone (3601) with a data datum of NAD83, HARN with the map units in feet. This data should reside on a CD or floppy disk and be submitted to the District's Environmental Resource Compliance Division in the service area office where the application was submitted.

The recorded easement shall be in substantial conformance with the attached exhibits or the District standard language riparian rights conservation easement form. Any proposed modifications to the approved form must receive prior written consent from the District. The easement must be free of encumbrances or interests in the easement which the District determines are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.

14. Within 60 days of permit issuance an executed and recorded copy of the Peachtree HOA document amendment shall be provide to the District. The amendment shall state that: 1) Ashton Woods has perpetual access and rights to perform all of the activities necessary for compliance with the permit; 2) Acknowledgement that the wetlands are under conservation easements dedicated to the District which restrict uses of the wetlands, and; 3) the HOA will honor and abide by the easement restrictions.

Drafts of the HOA documents for the Lake Sawyer South and FDIC parcels are held in the file and included herein by reference. The documents have been drafted to

include the forgoing stipulations. The permittee shall be required to provide executed and recorded copies of the ROA documents with construction applications for the FDIC and Lake Sawyer South parcels

15. A maintenance program shall be implemented for the preserved wetland areas on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation area is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Coverage of exotic plant species shall not exceed 5% of total cover and coverage of nuisance plant species shall not exceed 10% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.
16. Perpetual operation, monitoring and maintenance of the mitigation parcels shall be the responsibility of Ashton Woods, L.P.
17. A monitoring program shall be implemented in accordance with the exhibits. The monitoring program shall extend for a period of 5 years with annual reports submitted to District Staff. The purpose of the monitoring plan is to ensure that the surrounding land uses do not adversely impact the preserved wetlands. The monitoring schedule shall be in conformance with the work schedule attached as an exhibit.
18. An average 25' wide, minimum 15', buffer of undisturbed upland vegetation shall be maintained between the proposed wetland preservation areas and any future development adjacent to them.
19. With the Construction Completion Certification pursuant to General Condition No. 6, the permittee shall submit documentation that the compensating storage area provided for the Lake Burden North project (authorized pursuant to application 030617-11) has been recorded in the public records for that purpose.

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Certification Form Number 0881. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings is discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must

be clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.

7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.
8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may

not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 48-01039-P-02
DATE ISSUED: August 1, 2005

Form #0941
08/95

RECEIVED
AUG 02 2005

PERMITTEE: LBK DEVELOPMENT LLC
61 W COLONIAL DRIVE
ORLANDO, FL 32801

PROJECT DESCRIPTION: Modification to provide 469 LF of 42 inch HDPE stormwater pipe to reroute CR 535 drainage around the Lake Burden South Phases I & II project to the existing point of discharge into Lake Burden.

PROJECT LOCATION: ORANGE COUNTY, SEC 25 TWP 23S RGE 27E
SEC 30,31 TWP 23S RGE 28E

PERMIT DURATION: See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 050603-24, dated June 3, 2005. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

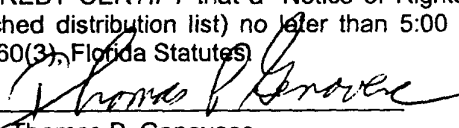
1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 5).
3. the attached 12 Special Conditions (See Pages : 5 - 5 of 5) and
4. the attached 5 Exhibit(s).

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 1st day of August, 2005, in accordance with Section 120.60(3), Florida Statutes.

BY:


Thomas P. Genovese
Service Center Director
Orlando Service Center

Certified mail number 7004 2510 0004 8284 9464

Page 1 of 5

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and

GENERAL CONDITIONS

maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of

GENERAL CONDITIONS

ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

2007

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on August 1, 2010.
2. Operation of the surface water management system shall be the responsibility of the permittee. Prior to transfer of title for any portion of the project to a third party modification of the permit will be required.
3. Discharge Facilities:
469 LF of 42" dia. HIGH DENSITY POLYETHYLENE culvert.

Receiving body : Lake Burden
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
8. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation/reference must be noted on or with the certification report.
9. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
10. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
11. Silt fence, hay bales, turbidity screens/barriers or other such sediment control measures shall be utilized at the limits of construction to protect all offsite areas, wetlands, upland buffers, or other surface water areas from silt and sediment deposition during the construction of the project. The silt fencing shall be installed in accordance with "Florida Land Development Manual" Chapter 6 "Stormwater and Erosion and Sediment Control Best Management Practices for Developing Areas". The sediment controls shall be installed prior to the commencement of any clearing or construction and the installation shall remain in place and be maintained in good functional condition until all adjacent construction activities have been completed and all fill slopes have been stabilized.
12. All special conditions and exhibits previously stipulated by permit number 48-01039-P remain in effect unless otherwise revised and shall apply to this modification.

Prepared by:
John B. Shoemaker, Esq.
61 West Colonial Drive
Orlando, FL 32801

**JOINDER AND CONSENT TO DECLARATION OF CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR LAKE BURDEN NEIGHBORHOOD ASSOCIATION**

WACHOVIA BANK, NATIONAL ASSOCIATION, as the owner and holder of that certain Mortgage and Security Agreement between Wachovia Bank, National Association and L.B.K. Development, LLC, a Florida limited liability company, in the original principal amount of \$16,000,000.00, and recorded on November 21, 2003, in Official Records Book 07205, Page 1564, as modified by that certain Modification of Mortgage and Notice of Future Advance dated as of March 30, 2005 and recorded on March 31, 2005 in Official Records Book 7899, Page 400, and that certain UCC-1 Financing Statement recorded November 21, 2003 in Official Records Book 07205, Page 1596, and that certain UCC-1 Financing Statement recorded November 21, 2003, in Official Records Book 07205, Page 1601, and that certain Collateral Assignment of Development Rights, Licenses, Contracts, Permits and Warranties recorded in Official Records Book 07205, Page 1577, all of the public records of Orange County, Florida, hereby consents to and joins in the Declaration of Conditions, Covenants, Easements and Restrictions for Lake Burden Neighborhood Association dated _____, 200__.

IN WITNESS WHEREOF, BART FREE, has caused this instrument to be executed in its name by its proper officer thereunto duly authorized as of the 31st day of JANUARY, 2007.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Mary Ann Otto
Witness Signature
MARY ANN OTTO
Print Witness Name

Carol Goetzky
Witness Signature
Carol Goetzky

WACHOVIA BANK, NATIONAL ASSOCIATION

By: [Signature]

Title: BART FREE

Vice President

Address: 800 North Magnolia
Suite 703
Orlando, Florida 32801

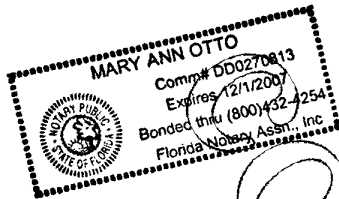
Print Witness Name

STATE OF FLORIDA)
COUNTY OF ORANGE) ss.

THE FOREGOING INSTRUMENT was acknowledged before me this
day of Jan-31st, 2007 by BART FLEE, as Vice President
of Wachovia Bank, National Association, who is personally known
to me, or who produced _____ as
identification, and who did not take an oath.

My commission expires:

Mary Ann Otto
Notary Public Signature
MARY ANN OTTO
Print Notary Public Name



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