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BOOK PAGE
SEMINOLE COUNTY
FLORIDA

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FOXWOOD

Exhibit 1

THIS DECLARATION, made on the date hereinafter set forth by FOXWOOD DEVELOPMENT, LTD., a Florida limited partnership, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in County of Seminole, State of Florida, which is more particularly described as:

SEE ATTACHED SCHEDULE "A"

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

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Foxwood Community Association, Inc., a Florida corporation not for profit, its successors and assigns,

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

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

Section 4. "Common Area" shall mean the recreation and greenbelt easements as shown on the Plat of Foxwood, Phase I, as described in Schedule "A" and, the real property comprising Tract A (as hereinafter defined), including the improvements on any of the following, owned by the Association, for the common use and enjoyment of the Owners. Tract A is defined as:

Tract A, Foxwood, Phase I, according to the plat thereof, as recorded in Plat Book 27, Pages 575 & 576, Public Records of Seminole County, Florida.

The recreation and greenbelt easements are designated on the plat as "Greenbelt."

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

Section 6. "Declarant" shall mean and refer to Foxwood Development, Ltd., a Florida limited partnership, its successors and assigns.

ARTICLE II

PROPERTY RIGHTS

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

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

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an

Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

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

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events,

whichever occurs earlier:

- (a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership, or
- (b) on January 1, 1982.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any annual and special assessments from time to time remaining unpaid, together with interest, costs, and reasonable attorney's fees, shall be a charge on the lot and shall be a lien upon the lot against which each such assessment is made, as provided in Section 8 of this Article. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and the boulevard, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first

Lot by the Declarant, the maximum annual assessment shall be \$96.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot by the Declarant, the maximum annual assessment may be increased each year ~~to not more than 1% above the maximum assessment for the previous year~~ ~~without a vote of the membership.~~

(b) From and after January 1 of the year immediately following the conveyance of the first lot by the Declarant, the maximum annual assessment may be increased above three (3%) percent by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. ~~Special Assessment for Capital Improvements.~~

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

Section 5. Notice and Quorum for Any Action Authorized

Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes

of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments:

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

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated

to pay the same, or foreclose the lien against the property. In either event, the non-paying owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor, if the court shall so determine. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area for abandonment of his Lot. The lien for unpaid assessments shall attach to the respective Lot(s) only from the time of recording a notice of the same in the public records of Seminole County, Florida setting forth the Lot(s), Lot(s) owner(s), amount and assessment due date: Such notice shall be executed and acknowledged by a duly authorized officer, agent, or attorney of the Association. Unless such notice is rerecorded or lis pendens filed within one (1) year from recording of such notice, the lien shall lapse and be of no further force and effect whatsoever and the Lot(s) shall be exonerated from such charge and lien as reflected in the notice. However, the personal obligation shall remain and unless the Lot(s) have been conveyed to a new Owner, the lien will again become a charge against the Lot(s) upon the recording of a new notice. Any lien established hereunder shall be foreclosed in the same manner as a mortgage.

Section 9. Subordination of the Lien to Mortgages.

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

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Control. No building, landscaping, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same and a landscape plan shall have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed by three (3) or more representatives appointed by the Board. Pending appointment by the Board, the three (3) members shall be Richard R. Swann, Edward E. Haddock, Jr. and Allan E. Keen. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE VI

ADDITIONAL STAGES

Section 1. Additions to the Properties. Additional land within the area described in Schedule "g" and Schedule "c", attached hereto and incorporated herein by reference, may be brought within the jurisdiction and control of the Association and, except as specifically hereinafter provided for, subject to all the terms of this Declaration as if part of the Property, provided such is done within six (6) years from the date this instrument is recorded and provided further that the FHA approves such action.

(a) The Declarant from time to time may, in its discretion, cause such additional lands to become subject to the Declaration; but, under no circumstances shall Declarant be

required to make such additions, and until such time as such additions are to be made to the Properties in the manner herein-after set forth, the Schedule "B" property or any other real property owned by the Declarant other than the Properties shall in no way be affected by or become subject to the Declaration.

(b) The real property to be added to the Properties and to become subject to the Declaration shall be developed and platted in such a manner to provide for the preservation of the values and amenities of the Properties with reasonable portions of said additional real property set aside for roads, open space, green belt areas and other common facilities as may be designated on such plats.

Section 2. Procedures for Additions to the Properties.
Such additions to the Properties may become subject to this Declaration by any one of the following procedures:

(a) Additions in Accordance with a General Plan of Development. The Declarant, his successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are in accordance with a General Plan of Development. Such General Plan of Development shall show the proposed additions to the Properties and contain:

- (1) a general indication of size and location of additional development stages and proposed land uses in each;
- (2) the approximate size and location of Common Properties proposed for each stage;
- (3) the general nature of proposed common facilities and improvements; and
- (4) a statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses. Unless otherwise stated therein, such General Plan shall not bind the Declarant, his successors and assigns, to make the proposed addition or to adhere to the Plan in any subsequent development of the land shown thereon and the General Plan shall contain a conspicuous statement to this effect.

(b) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties except as hereinafter provided.

Section 3. General Provisions Regarding Additions to the Property.

(a) The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property, except as hereinafter provided in Section 3 (d). Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration as such effect the properties described on Schedule "A".

(b) Regardless of which of the foregoing methods is used to add additional property to the terms and provisions of this Declaration, no addition shall revoke or diminish the

rights of the Owners of the Properties to the utilization of the Common Properties as established hereunder except to grant to the owners of the additions to the Properties being added the right to use the Common Properties, according to the terms and conditions as established hereunder, and the right to proportionately change voting rights and assessments, as hereinafter provided.

(c) Prior to the addition of any land to the development, the declarant shall submit detailed plans for the development of the land to be added to FHA for approval.

(d) Notwithstanding anything to the contrary contained in this Article VI or elsewhere in this Declaration, so long as U.S. Home Corporation, its successors or assigns, shall have an option to purchase or shall hold title to all or any part of the Schedule "B" property, such property may only be added to Properties pursuant to this Article VI at such time as the additional property being added has been platted as a subdivision and U.S. Home Corporation has consented to the recording of the Supplementary Declaration. As to any such Schedule "B" property, notwithstanding anything in this Article VI or elsewhere in this Declaration to the contrary, and such shall expressly be stated in the Supplementary Declaration recorded with respect thereto:

(i) the provisions of Article V and Article VIII, Section 19, shall not apply to any subdivision, lot, or other portion of the Schedule "B" property so long as title is in U.S. Home Corporation or a successor developer; and (ii) U.S. Home Corporation shall have the right to impose on any subdivision lots to which it may hold title such additional restrictive covenants and conditions or modifications of those otherwise applicable under the Declaration and as FHA shall approve.

(e) Notwithstanding anything contained in this Article VI to the contrary, if, U.S. Home Corporation shall hereafter acquire title to any of the Schedule "B" property, then, as to such property, U.S. Home Corporation exclusively

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BOOK PAGE
SEMINOLE COUNTY
FLORIDA

and not the Declarant, shall have the right otherwise exercisable by the Declarant to add additional properties under the provisions of this Article VI. The right of U.S. Home Corporation to add additional properties pursuant to this provision may be exercised by it in its sole discretion, from time to time, without the consent of or approval by the association and its members.

ARTICLE VII

EXTERIOR MAINTENANCE

Section 1. Maintenance of Premises. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association and after a thirty (30) day notice by the Board of Directors to the Lot owner of the maintenance deficiencies and upon the approval of a two-thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel, to repair, maintain, and restore the Lot and the exterior buildings and any other improvements erected thereon. The entry of such Lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII

GENERAL RESTRICTIONS

Section 1. Use Restrictions. No Lot shall be used except for residential purposes, except that real estate brokers, owners and their agents may show dwellings for sale or lease; but nothing shall be done on any Lot which may become a nuisance or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that the Declarant, his agents or designated assigns has the right to (i) use the Lots and houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii)

maintain furnished model homes on the lots which are open for public inspection, seven days per week for such hours as are deemed necessary. The Declarant's rights under the preceding sentence shall terminate December 31, 1988, unless, prior thereto the Declarant has indicated its intentions to abandon such rights by recording a written instrument among the Public Records of Seminole County. It is the express intention of th's paragraph that the rights granted to the Declarant to maintain sales offices, general business offices and furnished model homes shall not be restricted or limited to Declarant's sales activities relating to the subdivision, but shall benefit the Declarant in the construction, development and sale of such other property and lots as Declarant may own.

Section 2. Garages. No carports shall be permitted and all garages shall be enclosed and shall be at least adequate to house two (2) standard sized American automobiles. All garage doors must be maintained in a useable condition. All vehicles must be totally enclosed and not visible from the street or road and no repairs, alterations or modifications shall be made to any vehicle except in a totally enclosed structure.

Section 3. ~~Temporary Structures~~. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or other such building shall be placed upon the Properties or additions to the Properties at any time; provided, however, that this prohibition shall not apply to shelters used by a contractor or Declarant, his successors or assigns, during construction and, further, these temporary shelters may not, at any time, be used as residences or permitted to remain on the Properties after completion of construction.

Section 4. Dwelling Size and Restrictions. No single-family residence shall be constructed on the Properties with a living area which is less than one thousand two hundred fifty (1,250) square feet, which living area shall have finished walls, ceiling and floor, shall be insulated and centrally heated. An

air conditioning system is optional; provided, however, that if this option is exercised, said air conditioning shall be by a central system. The floor space within the garage, a breezeway, a porch or an unfinished storage or utility room shall not be included within the living area for the purpose of determining the minimum allowable area.

Section 5. Animals. No animals, fowl or reptiles shall be kept on or in lots, or on the Properties or additions to the Properties except for caged birds kept as pets and domestic dogs and cats; provided that such dogs and cats shall not be allowed off the premises of Owner's site except on a leash. In no event shall such pets be kept, bred or maintained for any commercial purposes.

Section 6. Condition of Building and Grounds. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the community as a whole or the specific area. This restriction shall apply before, during and after construction.

Section 7. Signs. No signs shall be displayed with the exception of a maximum of one (1) "For Sale" sign upon each Lot, not exceeding 36" x 24". Notwithstanding anything to the contrary herein, the Declarant, its successors, agents or designated assigns, shall have the exclusive right to maintain signs of any type and size and for any purpose upon the Properties.

Section 8. Building Materials. Only finished materials such as brick, stucco, painted concrete block, painted siding block and wood shall be used for the exterior surfaces of buildings and structures on the side or sides exposed to the street.

Section 9. Service Yard. There shall be a structural enclosure of at least 36" in height, including a gate or door,

for the placement of all trash and garbage cans. All exterior pumps, motors, air conditioning compressors, storage tanks and other mechanical features shall be screened from view either by a decorative structure 36" in height or landscaping materials.

Section 10. Easements. The easements for installation and maintenance of utilities and drainage facilities and for Greenbelt and Recreational uses are reserved as shown on the plat recorded in the Public Records of Seminole County. Within these easements no structure, fence, or other material shall be placed or permitted to remain within the easements, except those improvements placed within the easements by action of the Association which would include, but are not limited to bikeways, sidewalks, or other such improvements. Notwithstanding the foregoing sentence, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through the drainage channels in the easement or which may interfere with the association facilities. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible and those grass areas over utility easements or those Common Areas to be maintained by the Association.

Section 11. Building Location: Single Family Dwelling.

(a) Front yards shall not be less than twenty-five (25) feet in depth measured from the front property line to the front of any building structure.

(b) Rear yards shall not be less than thirty (30) feet in depth measured from the rear property line to the

rear of any building structure, exclusive of pool or patio.

(c) Side yards shall be provided on each side of every dwelling structure of not less than seven and a half (7.5) feet from side lot lines, except on a corner lot, where setbacks from all streets or roads shall be a minimum of twenty (20) feet on any side of a dwelling facing a street or road.

Section 12. Offensive Activity. No noxious or offensive activity shall be carried on or upon the Properties or additions to the Properties nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall be no exterior clothes lines. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and, further, all domestic animals shall either be kept on a leash or kept within an enclosed area.

Section 13. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right to enter upon any residential lot on which a residence has not been constructed, after thirty (30) days notice to the Lot Owner by the Association and the failure of the lot owner to comply, and in order such entry may be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth which, in the opinion of the Association, detracts from the overall beauty, setting and safety of the Development. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this Section shall not

be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services

Section 14. Sewage. Prior to the occupancy of a residence on any Lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Declarant, or its assigns, or the entity Declarant contracts with for sewage disposal service to the Properties or to the additions to the Properties. No individual sewage disposal system shall be permitted.

Section 15. Trailers. No house or travel trailer, camper, boat trailer, boat, tent, barn or other similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently, except in a closed structure or garage. This provision shall not apply to any temporary construction trailer owned by a builder placed upon the Lot for the purpose of a temporary facility during the course of construction.

Section 16. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only with the main dwelling house, within the accessory building, within the screened area required herein, or buried underground.

Section 17. Water Wells. Prior to the occupancy of a residence on any Lot, proper and suitable provision shall be made for obtaining water by connection with the water mains of the Declarant, or its assigns, or the entity Declarant contracts with for the service of providing water to the Properties or to the additions to the Properties. No individual or private potable water wells may be drilled or maintained on any Lot; provided, however, that this restriction shall not deny the right of Owner to drill a well for the purpose of providing

the capability to water the lawns and shrubs on the Owner's Lot.

Section 18. Trees. No large trees measuring six inches (6") or more in diameter at the ground level may be removed from a lot without the written approval of the Association, unless located within ten feet (10') of the main dwelling or accessory building or within ten feet (10') of the approved site for such building. Provided, however, this provision shall not apply to the Declarant, its successors and assigns in connection with land development or the construction of single family residential dwellings upon any of the Properties or additional Properties.

Section 19. Other Restrictions. The Architectural Control Committee shall have the authority, from time to time, to include within its promulgated Residential Planning Criteria other reasonable restrictions regarding such matters as prohibitions against window air conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters easements, games and play structures, swimming pools, sight distance at intersections, utility connections, television antennas, driveway construction, and such other reasonable restrictions as it shall deem appropriate; provided, however, that such additional restrictions shall not be in conflict with other restrictions and easements provided in this Declaration. The foregoing matters are shown by way of illustration and shall not be deemed to limit in any way the authority of the Architectural Control Committee to promulgate and enforce such Residential Planning Criteria. Once the Architectural Control Committee promulgates certain restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Architectural Control Committee modifies, changes or promulgates new restrictions or the Board of Directors of the Association modifies or changes restrictions set forth by the Architectural Control Committee.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. ~~This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ~~thirty percent (30%)~~ of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.~~

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of The Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner or the Veterans Administration: Annexation of additional

properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Lighting District. Each Lot is subject to the power and authority of the street lighting taxing district now or hereafter created by Seminole County ordinance. If at any time hereafter Declarant, or its successors, request that a separate street lighting district be organized pursuant to Seminole County Ordinance, or as otherwise provided by law, comprised in whole or in part by the Lots, or any of them, all owners of such Lots, will, upon written request by the Declarant: (i) join in any petition to the Board of County Commissioners requesting the formation of a street lighting district; (ii) grant any easement rights which may be required, therefor, without the payment of any compensation; (iii) pay any assessments proposed upon their Lots by such street lighting districts; and (iv) join in any petition to annex contiguous property or other property to the street lighting district.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 16th day of April, 1978.

FOXWOOD DEVELOPMENT, LTD.,
a Florida Limited Partnership

BY: Alan E. Keen
ALAN E. KEEN, General Partner

Signed, sealed in the presence
of:

Ann M. Whitford

Director of Manar


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BOOK PAGE
SEMINOLE COUNTY
FLORIDA

STATE OF FLORIDA
COUNTY OF ORANGE

THIS IS TO CERTIFY, that on April 10, 1978 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared ALLAN E. KEEN, General Partner, of the above named partnership, to me known to be the individual described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions for Foxwood and severally acknowledged the execution thereof to be his free act and deed as such Person thereunto duly authorized; and that said Declaration of Covenants, Conditions and Restrictions is the act and deed of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.


NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 27, 1981
Bonded By American Fidelity & Guaranty Company



11661480

BOOK PAGE
SEMINOLE COUNTY
FLORIDA

FOXWOOD, PHASE I

Foxwood, Phase I according to the plat thereof, as recorded in Plat Book 2/, Pages 53.54, 55, Public Records of Seminole County, Florida.

SCHEDULE "A"

GENERAL PLAN OF DEVELOPMENT

The proposed additions to Foxwood, Phase I, shown in the diagram of Phases II and III on Schedule "C" attached to this Schedule "B", lie West and adjacent to Foxwood, Phase I.

Said proposed additions are more particularly described as:

The SE 1/4 of the NW 1/4 of Section 7, Township 21 South, Range 29 East, and the SW 1/4 of the NE 1/4 of Section 7, Township 21 South, Range 29 East (LESS Beginning at the NE corner of the SW 1/4 of the NE 1/4 of said Section 7, thence run S.00°39'.41"W along the East line of said SW 1/4 for 1348.81 feet to the SE Corner of the SW 1/4 of the NE 1/4 of said Section 7; thence N.88°35'.12"W along the South line of said SW 1/4 for 1190.44 feet; thence N.45°00'.47"E for 585.77 feet; thence N.44°59'.13"W for 200.00 feet; thence N.45°00'.47"E for 107.44 feet; thence N.28°20'.10"W for 107.04 feet; thence N.35°47'.45"W for 110.03 feet; thence N.42°27'.22"W for 60.00 feet; thence N.47°32'.38"E for 10.00 feet to a point of curvature; thence Northeastly along a curve concave to the South-east having a radius of 205.00 feet, a central angle of 10°47'.34" an arc distance of 38.62 feet; thence N.23°43'.58"W for 100.77 feet; thence N.14°00'.00"W for 202.17 feet; thence N.00°40'.57"E for 157.52 feet; thence S.89°02'.14"E for 1058.86 feet to the Point of Beginning), all lying within Seminole County, Florida. Subject to Florida Power Corporation easement and Sand Lake Road right-of-way along North.

Phase II is approximately 30.87 acres and Phase III is approximately 15.91 acres, each to be used exclusively for residential purposes, except for temporary buildings of building contractors and real estate sale offices located within the property.

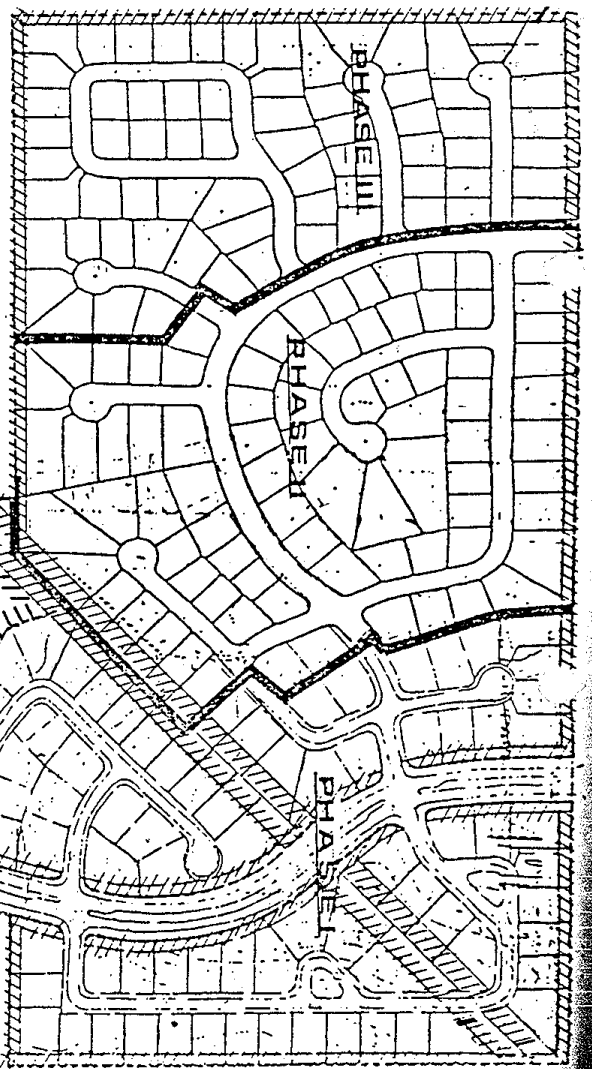
The Common areas for Phases II and III are as shown on Schedule "C" and except for the park shall be greenbelt and recreation easements. Said common areas will contain landscaping and recreational areas to be maintained by the homeowner's association for said Phases II and III, except as stated within the provisions of the Declaration.

The additions, if made, will be subject to assessments by the association.

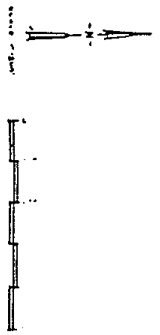
THIS GENERAL PLAN SHALL NOT BIND THE DECLARANT TO MAKE THE PROPOSED ADDITIONS OR ADHERE TO THE PLAN IN ANY SUBSEQUENT DEVELOPMENT.

SCHEDULE "B"

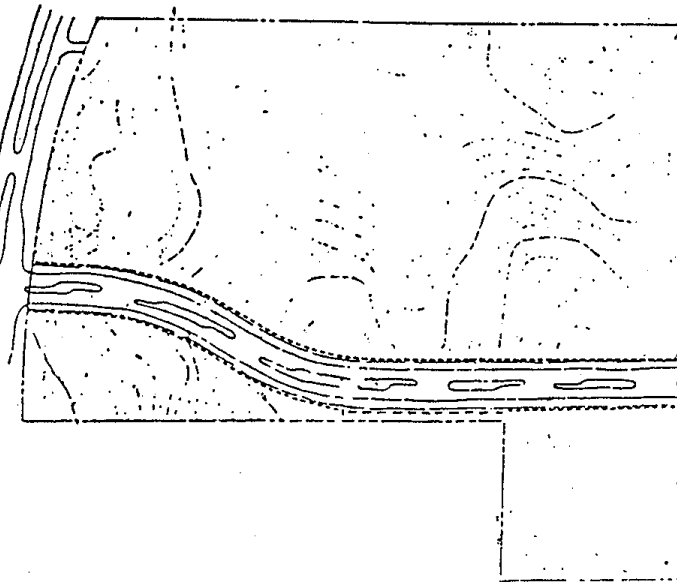
SWANN, SWANN AND HADDOCK . ATTORNEYS AND COUNSELLORS AT LAW
17 SOUTH MAGNOLIA AVENUE . ORLANDO, FLORIDA 32801



11661482
 6000 PAGE
 SEMINOLE COUNTY FLORIDA



LEGEND
 _____ PHASE LINE
 // // // // // COMMON AREAS



FOXWOOD RESIDENTIAL SUB-DIVISION
 SHOWING PHASING AND COMMON AREAS

SCALE 1" = 100'

POST OFFICE, SCHOOLS, FIRE
 STATION, AND OTHER PUBLIC
 UTILITIES ARE SHOWN FOR
 INFORMATION ONLY. THE
 PLANNING AND DESIGN OF
 THIS SUB-DIVISION IS THE
 RESPONSIBILITY OF THE
 ARCHITECT.

CERTIFIED COPY
 APPROVED AND FORWARDED TO
 CLERK OF THE SEMINOLE COUNTY
 SEMINOLE COUNTY, FLORIDA 4-28-78
 by Debra M. Miller
 Deputy Clerk

1. Commence at the southeast corner of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, Township 21 South, Range 29 East, Seminole County, Florida; being more particularly described as follows:
Commence at the Northwest corner of the plat of FOXWOOD PHASE 1, as recorded in Plat Book 21, Pages 53, 54 and 55 of the Public Records of Seminole County, Florida; thence N. 89° 02' 14" W. along the North line of said SW 1/4 of the NW 1/4 for 264.24 feet to the NE corner of said SE 1/4 of the NW 1/4; thence N. 88° 46' 07" W. along the North line of said SE 1/4 of the NW 1/4 for 641.94 feet; thence S. 00° 41' 55" W. for 209.78 feet to the point of beginning of the hereinafter described parcel; thence continue S. 00° 41' 55" W. for 135.40 feet to the point of curvature of a circular curve concave Easterly; thence Southerly along the arc of said curve, having a radius of 380.00 feet and a central angle of 25° 37' 29", for 169.95 feet; thence S. 65° 04' 26" W. for 110.00 feet; thence S. 24° 55' 34" E. for 167.26 feet; thence S. 19° 05' 40" E. for 106.99 feet; thence S. 50° 45' 04" E. for 275.49 feet; thence S. 08° 35' 36" W. for 109.75 feet; thence S. 01° 26' 36" W. for 250.42 feet to the South line of the SE 1/4 of the NW 1/4, said Section 7; thence S. 88° 33' 24" E. along said South line for 400.63 feet to the SE corner of said SE 1/4 of the NW 1/4, said corner also being a point on the Westerly boundary of FOXWOOD PHASE 1, according to the plat thereof as recorded in Plat Book 21, Pages 53, 54 and 55 of the Public Records of Seminole County, Florida; thence S. 88° 35' 12" E. along said Westerly boundary for 131.06 feet; thence N. 45° 00' 47" E. along said Westerly boundary for 585.77 feet; thence N. 44° 59' 13" W. along said Westerly boundary for 200.00 feet; thence N. 45° 00' 47" E. along said Westerly boundary for 107.44 feet; thence N. 28° 20' 10" W. along said Westerly boundary for 107.04 feet; thence along the following fourteen (14) courses; (1) S. 43° 46' 08" W. for 137.08 feet; (2) S. 53° 23' 37" W. for 140.15 feet; (3) S. 45° 00' 47" W. for 75.31 feet; (4) N. 39° 45' 38" W. for 288.32 feet; (5) S. 53° 15' 36" W. for 88.26 feet; (6) S. 76° 38' 23" W. for 89.97 feet; (7) N. 82° 58' 35" W. for 65.00 feet; (8) N. 63° 47' 15" W. for 65.00 feet; (9) N. 47° 11' 04" W. for 65.57 feet; (10) N. 29° 00' 43" W. for 70.95 feet; (11) N. 24° 55' 34" W. for 150.00 feet; (12) N. 15° 57' 04" W. for 72.09 feet; (13) N. 00° 41' 55" E. for 157.16 feet; (14) N. 89° 18' 05" W. for 170.00 feet to the Point of Beginning.