

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, FOXWOOD, PHASE II

Exhibit 2

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Foxwood was recorded in O.R. Book 1166, at page 1459 of the Public Records of Seminole County, Florida (the "Declaration"), such Declaration being incorporated herein by reference; and

WHEREAS, Article VI of the Declaration provides for the inclusion of certain additional property within the jurisdiction and control of the Association and the application of the terms and provisions of the Declaration thereto, subject to the exceptions specified in Article VI, Section 3(d) thereof; and

WHEREAS, U.S. Home Corporation, a Delaware corporation ("Home") is the owner in fee simple of all of the property described on Exhibit I attached hereto and incorporated herein by reference, a subdivision whose plat is recorded in Plat Book 22, at page 41 of the Public Records of Seminole County, Florida (the "Subdivision"); and

WHEREAS, the Subdivision is part of the Phase II additional property described on Schedules B and C to the Declaration; and

WHEREAS, Home pursuant to the provision of Article VI, Section 3(e) of the Declaration does hereby wish to record a Supplementary Declaration as to the Subdivision;

NOW, THEREFORE, Home does hereby record this Supplementary Declaration and declares the Subdivision and all lots therein shall hereafter be subject to all the terms and provisions of the Declaration, such that each lot in the Subdivision shall be a "Lot" as defined in the Declaration, the Subdivision shall be included within the term "Properties" as used in the Declaration, and each owner of a Lot in the Subdivision shall be an "Owner" and a "Member" of the Association as defined in the Declaration, having all of the rights and privileges and being subject to all of the obligations, assessments and liens described in the Declaration, EXCEPT AND PROVIDED THAT notwithstanding anything herein to the contrary in no event shall U.S. Home Corporation be subject to any of the provisions of either Article V or Article VIII, Section 19 of the Declaration, nor shall such provisions apply to a lot in the Subdivision so long as title to such lot is in U.S. Home Corporation, or a successor developer. Such provisions of Article V and Article VIII, Section 19, however, shall become applicable to a lot in the Subdivision and binding thereon at the time such lot is improved by a single-family dwelling and title thereto is conveyed by U.S. Home Corporation, or other successor developer.

In addition to those provisions of the Declaration which have hereby been imposed upon the Subdivision, Home further wishes to declare that the Subdivision and all lots therein are subject to the following covenants, conditions and restrictions, which together with the provisions of the Declaration described above and imposed on the lots, shall be deemed covenants running with the land:

1. Prior to the commencement of any original construction of, alteration or addition to a Structure or the erection of walls, hedges or fences on a lot, the landscaping of side yards and rear yards of lots that abut public streets, all building plans (including plot plan, grading plan and material list), all landscaping plans and all plans or agreements relating to the color to be used on the exterior of the Structure, must first be submitted to and approved in writing by Home. As used herein the term "Structure" shall mean anything constructed or erected, the use of which requires a more or less permanent location on or in the ground or attachment to something having a permanent location on the ground. Home shall have the

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absolute right to approve or disapprove such plans including aesthetic considerations. All plans must be sent to Home by certified or registered mail, return receipt requested at 3165 McRoy Place Suite 255, Orlando, Florida 32803
ATTN: Howard T. Eckert, Regional President, or such other person and address as Home may hereafter within time to time designate in writing. Any plans not disapproved within thirty (30) days after their receipt by Home shall be deemed approved. The rights of approval herein reserved to Home shall automatically become vested in and be exercisable exclusively by the Architectural Control Committee of the Association, at such time, and only upon the condition that Home no longer owns either any lots in nor has an option to purchase property in either Phase II or Phase III. A legal description for Phase II and Phase III is set forth on Schedule B to the Declaration.

2. If at any time hereafter, Home, or its successors, request that a street lighting district be organized pursuant to Seminole County ordinance, or as otherwise provided by law, and comprised in whole or in part of lots in the Subdivision, all owners of such lots will, upon written request by Home: (i) join in any petitions or applications requesting the formation of a street lighting district or annexation to an existing street lighting district; (ii) grant any easement rights which may be required therefor, without payment of any compensation; (iii) pay any assessments imposed upon their lots by such street lighting district; and (iv) join any petitions or applications to annex contiguous property to such street lighting district.

3. Fences shall only be constructed after approval as provided in Paragraph 1 above, and may only be made of cypress or other approved wood materials.

4. No exterior radio, TV or electronic antennas or aerials shall be allowed; provided, however, antennas or aerials which are installed so as to be completely concealed from public view, such as in attics or garages shall be permitted.

5. The restrictions imposed by this Supplementary Declaration shall run with and bind the Subdivision and all lots therein regardless of whether or not these restrictions are specifically mentioned in any deeds or conveyances of lots subsequently executed and shall be binding on all parties and persons claiming under such deeds for a term of twenty (20) years from the date this Supplementary Declaration is recorded, after which time these restrictions shall be automatically extended for successive periods of ten (10) years. This Supplementary Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of all Owners subject to the Association, and thereafter by an instrument signed by not less than seventy-five percent (75%) of all Owners subject to the Association. Any such amendment must be recorded. No amendment, pursuant to this paragraph, however, shall require Home to relinquish any rights reserved to it under this Supplementary Declaration.

6. Home, the Association, and any Owner shall each have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure by Home, the Association or 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.

7. The invalidation of any one of these covenants or restrictions by a judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

8. Nothing contained in Paragraph 5 above shall prohibit Home, and Home shall have the right at any time and from time to time hereafter to impose upon or include in any deeds to lots in the Subdivision to which it may then hold title any additional restrictions or covenants or modifications of those otherwise applicable under the Declaration provided the same are approved by Federal Housing Administration.

IN WITNESS WHEREOF, the undersigned ^{Notary Public} ~~has~~ caused these presents to be executed in its corporate name and under its corporate seal by a duly authorized officer this 8th day of January, 1978.

Signed, sealed and delivered in the presence of:

"Home"
U.S. HOME CORPORATION

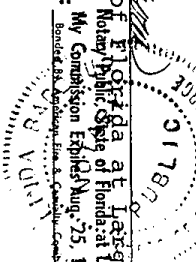
Beverly Baker
Walter S. Curney

By Walter S. Curney
Division President
Vice
(CORPORATE SEAL)
DELAWARE
U.S.A.

STATE OF FLORIDA)
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 8th day of January, 1978 by Walter S. Curney as Walter S. Curney President of U.S. Home Corporation, on behalf of the Corporation.

Walter S. Curney
Notary Public, State of Florida at Large
My commission expires: Aug. 25, 1981
Notary Public, State of Florida at Large
Bonded & Authorized Since 1964



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SEMINOLE COUNTY
FLORIDA

TRAIL

EXHIBIT I

FOXWOOD, PHASE II

Foxwood, Phase II, according to the plat thereof, as recorded in
Plat Book 22, Pages 41,
Public Records of Seminole, County, Florida.