

SECOND SUPPLEMENTAL DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
WESTCHESTER ASSOCIATION AT METROWEST

MARTHA O. HAYNIE,
Orange County
Comptroller
By *[Signature]* Deputy Clerk
Rec Fee \$ 11.00
Add Fee \$ 2.50
Doc Tax \$
Int Tax \$
Total \$ 13.50

This Second Supplemental Declaration of Covenants and Restrictions for the Westchester Association at MetroWest ("Second Supplement of Declaration") is made on December 29, 1989, by LeCesse Corporation of Grosvenor Park, a Florida Corporation, (hereinafter referred to as "Developer") and Debra, Inc., a Florida Corporation, (hereinafter referred to as "Debra").

RECITALS

A. Developer executed that certain Declaration of Covenants and Restrictions for Westchester Association at MetroWest ("Previous Declaration") on May 22, 1987, and recorded said Declaration on May 28, 1987, in Official Records Book 3890, Pages 2571, Public Records of Orange County, Florida.

B. Developer amended, supplemented and replaced the Previous Declaration by executing a Supplemental Declaration of Covenants and Restrictions for Westchester Association at MetroWest ("Supplemental Declaration"), on March 7, 1988 and recorded said Supplemental Declaration on April 11, 1988 in Official Records Book 3971, Pages 4681, Public Records of Orange County, Florida.

C. Developer has purchased from Debra that certain real property described as the Replat of Tract G of a Replat of Tract 10 MetroWest, according to the Plat thereof as recorded in Plat Book 21, Pages 133 and 134, Public Records of Orange County, Florida (hereinafter referred to as "Tract G") and containing approximately sixty-six (66) Lots. Said Replat of Tract G is the "Adjacent Property" as is defined in Article II, Section 2.3 of the Supplemental Declaration.

D. Pursuant to Article II, Section 2.3 of the Supplemental Declaration, Developer has previously committed the Lots and Tract G of to the terms of the Supplemental Declaration and pursuant to said Sections 2.3, the Developer has the right, from time to time, to annex the Lots in Tract G to the terms of the Supplemental Declaration and to bring such property within the jurisdiction of the Association subject to the approval of the FHA and the VA. The annexation of all or a portion of Tract G shall be made by the Developer and Debra filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to Tract G which shall extend the scheme of the covenants and restrictions of the Supplemental Declaration to such property.

E. The Developer desires to annex all of the lots within Tract G to the terms of the Supplemental Declaration pursuant to Article II, Section 2.3 of the Supplemental Declaration.

THIS INSTRUMENT PREPARED BY/RETURN TO:

Elisabeth A. Somers
1412 W. Colonial Drive
Orlando, FL 32804

NOW, THEREFORE, Developer hereby declares as follows, to-wit:

1. The above Recitals are hereby incorporated herein by reference.
2. In accordance with Article II, Section 2.3 of the Supplemental Declaration, all property located within Tract G, is hereby annexed to the terms of the Supplemental Declaration and shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions which are set forth in the Supplemental Declaration and said property shall be brought within the jurisdiction of the Association, (as defined in the Supplemental Declaration) as of November 7, 1988.
3. Except as previously supplemented, all terms and conditions of the Supplemental Declaration shall remain in full force and effect.
4. Debra hereby joins in this Second Supplemental Declaration of Covenants and Restrictions for Westchester Association at MetroWest for the sole purpose of consenting to the annexation of all property located within Tract G to the terms of the Supplemental Declaration as set forth herein.

IN WITNESS WHEREOF, the Developer has caused this Second Supplemental Declaration to be executed as of the date first above written.

"DEVELOPER":

SIGNATURES WITNESSED BY:

James Habane
Dorothy DeGrady

LeCESSE CORP. OF GROSVENOR PARK

By:

Jim Miller
President

"DEBRA":

SIGNATURES WITNESSED BY:

Chris Black
Jimmy McAdams

DEBRA, INC.

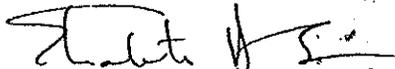
By:

[Signature]
Vice President

OR4148PG1844

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this *29th* day of December, 1989, by Salvador F. LeCesse, President of LeCesse Corporation of Grosvenor Park.



Notary Public, State of Florida at
Large
My Commission Expires: ..

Notary Public; State of Florida at Large
My Commission Expires Dec. 28, 1991
Bonded thru Agent's Notary Brokerage

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this *5th* day of December, 1989 by *Aaron H. Dowd* Vice President of Debra, Inc.



Notary Public, State of Florida
at Large
My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires
August 24, 1992



OR4148PG1845

CONSENT AND JOINDER TO
SECOND SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WESTCHESTER ASSOCIATION OF METROWEST

SUN BANK, NATIONAL ASSOCIATION, the holder of a certain Mortgage Deed and Security Agreement (collectively, the "Mortgage") encumbering a portion of the Property ("Property") described in the Second Supplemental Declaration of Covenants and Restrictions for Westchester Association of MetroWest, which Mortgage is dated April 27, 1987, and is recorded in Official Records Book 3881, page 1848, Public Records of Orange County, Florida, and which has been subsequently modified by various Note and Mortgage Modification and Spreader Agreements recorded thereafter, by execution hereof consents to the placing of these covenants and restrictions on the Property and further covenants and agrees that the lien of its Mortgage shall be and stand subordinate to such covenants and restrictions as if said covenants and restrictions had been executed and recorded prior to the recording of its Mortgage. Notwithstanding the foregoing, the liens for assessments pursuant to the Supplemental Declaration, as amended and modified hereby, shall be subordinate to the lien of any First Mortgage as provided in Paragraph 7.10 thereof.

Signed, sealed and delivered
in the presence of:

Danna Kayman
Jennifer Wheeler

SUN BANK, NATIONAL ASSOCIATION

By: *David C. Cross*

Attest: *[Signature]*

STATE OF FLORIDA
COUNTY OF ORANGE

(BANK SEAL)

The foregoing instrument was acknowledged before me this *8th* day of ~~December~~ *JANUARY* 1990, by *DAVID C. CROSS*, as *ASST. VICE PRESIDENT* and *ROBERT REESE JR.*, as *VICE PRESIDENT* on behalf of SUN BANK, NATIONAL ASSOCIATION.

Marcia L. Study
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 1, 1992

RECORDED
INDEXED
COUNTY CLERK OF ORANGE COUNTY, FLORIDA

OR4148PG1846

2980622 ORANGE CO. FL.
03:36:40PM 04/11/88

Rec Fee \$ 173.00 THOMAS H. LOCKER,
Add Rec \$ 22.00 Orange County
Doc Tax \$ _____ Comptroller
Int Tax \$ _____ By [Signature]
Total \$ 195.00 Deputy Clerk

3971 PG468.1

DECLARATIONS OF COVENANTS AND RESTRICTIONS

FOR

WESTCHESTER ASSOCIATION AT METROMEST

Return to:
Arnold, Matheny & Egan

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WESTCHESTER ASSOCIATION AT METROWEST

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SUPPLEMENTAL

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTCHESTER ASSOCIATION
AT METROWEST

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS for the Westchester Association at MetroWest ("Declaration") is made on November 1987, by LeCesse Corp. of Grosvenor Park, a Florida Corporation, hereinafter referred to as "DEVELOPER" and Debra, Inc. a Florida Corporation, hereinafter referred to as "DEBRA".

Preliminary Statement

ARTICLE I

INTRODUCTIONS, DEFINITIONS AND CONSTRUCTION

DEVELOPER had previously recorded a Declaration of Covenants and Restrictions for Westchester which was recorded on May 28, 1987 in O.R. Book 3890, Page 2571 of the Public Records of Orange County, Florida ("Previous Declaration"). Developer now desires to amend, supplement and replace the Previous Declaration by the recordation of this Declaration.

DEVELOPER and Debra are the owners of the real property located in Orange County, Florida, referred to in this document as "Westchester" or the "Property" and more particularly described as Lots 1-94, inclusive, of A Replat of Tract 10, MetroWest, according to the Plat thereof, recorded in Plat Book 18, Pages 87, 88 and 89 of Orange County, Florida. Developer and Debra, by the execution and recordation of this declaration, hereby supplement and replace the Previous Declaration and hereby restrict the use of the Property as hereinafter provided, and declare that the Property and all portions thereof (except to the extent specifically exempted herein), shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer and Debra are imposing for the benefit of all owners of the Property or portions thereof in Westchester for the purpose of preserving the value and maintaining the desirability of the Property.

WESTCHESTER is encumbered by the Master Declaration of Protective Covenants and Restrictions for MetroWest, which was recorded in the Public Records of Orange County, Florida, in Official Record Book 3759, Page 2756, on March 13, 1986 (the "Master Declaration"). The MetroWest Master Association, Inc. (the "Master Association") is responsible for the maintenance and upkeep of the "Master Common Areas" (as defined in the Master Declaration) in MetroWest, and for maintaining architectural controls throughout Metro West. Each Lot within Westchester is subject to annual and special assessments imposed by the Master Association for the purposes established in the MetroWest Documentation. The various control and assessment rights of the Master Association are described in the Master Declaration. Wherever the provisions of this Declaration are in conflict with the Master Declaration, the provisions of the Master Declaration shall be considered superior to and shall overrule this Declaration.

Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Legal Documents shall have the following meanings:

1.1 "A.R.B." means the Architectural Review Board established by the Association.

1.2 "Association" means Westchester Association at MetroWest, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

1.3 "Board" or "Board of Directors" means the Association's Board of Directors.

1.4 "Common Area" means all property or easements from time-to-time maintained by the Association for the common use, benefit and enjoyment of all Owners. The Common Area initially consists of the easement, reserved over LOT 88 and that portion of Tract H, all as described and depicted on Exhibit "A" attached to this Declaration and incorporated herein by this reference, to construct and maintain a fence or wall, sign and landscaping identifying Westchester, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements.

1.5 "Debra" means Debra, Inc., a Florida Corporation, the developer of MetroWest.

1.6 "Developer" means LeCesse Corp. of Grosvenor Park, a Florida corporation, its successors and assigns.

1.7 "Law" includes, without limitation, any statute, ordinance, rule, regulation, or order validly created, promulgated, adopted, or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any and all activities on or about the Property. As the context may admit, such term also includes the general principles of decisional law.

1.8 "Legal Documents" means the legal documentation for Westchester consisting of this Declaration, the Association's Articles of Incorporation, the Association's By-Laws, and all amendments to any of the foregoing now or hereafter made. The foregoing are individually and collectively called the legal Documents in this Declaration. Unless the context expressly requires otherwise, the words defined below whenever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, shall have the following meanings:

a) "Declaration" means this Supplemental Declaration of Covenants and Restrictions for Westchester and any supplemental declarations made in accordance herewith, as amended from time-to-time.

b) "Articles" means the Articles of Incorporation of the Association, as may be amended from time-to-time.

c) "By-Laws" means the By-Laws of the Association, as may be amended from time to time.

1.9 "Limited Common Area" means that portion of the Property between the front Lot line and the nearest edge of the road surface (as it may exist from time to time) within the area bounded by the extension of the side Lot lines together with any portion of the Property contiguous to the Lot which, as a result of the natural configuration of the Property or the initial landscaping to be installed by the Developer, is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined by the Association.

1.10 "Lot" means any plot of land shown on the Plat or any subsequently recorded subdivision plat of the Property, which is designated thereon as a lot or which is or intended to be improved with a residential dwelling unit, ("Dwelling Unit") but excluding the Common Area and any areas dedicated to public use.

1.11 "Master Association" means the MetroWest Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Owners are not members of the Master Association, but the Association is a member with the voting rights described in Section 3.08 of the Master Declaration.

1.12 "Master Documentation" means the legal documentation relating to the Master Association consisting of the Master Association's Articles of Incorporation and By-Laws and the Master Declaration.

1.13 "Member" means each Owner as provided in Article 1.16 hereof.

1.14 "Mortgage" means any mortgage, deed of trust, or other instrument validly transferring any interest in any Lot, or creating a lien upon any Lot, in either case as security for performance of an obligation. The term "Mortgage" does not include judgment, involuntary liens, or liens arising by operation of law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

1.15 "Mortgagee" means the Person(s) named as the obligee under any Mortgage, or the successor in interest to any such Person.

1.16 "Owner" means the record owner other than Developer, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding contract buyers and any other Person holding an interest merely as security for the performance of an obligation. Developer is an Owner as to each Lot titled in the name of the Developer and each Lot which is subject to a valid contract to purchase from Debra.

397; 264691

1.17 "Person" means any natural person or artificial entity having legal capacity.

1.18 "Plat" means that subdivision plat recorded in Plat Book 18, pages 87 through 89 of the Official Public Records of Orange County, Florida and the recorded plat of any lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

1.19 "Recorded" means filed for record in the Public Records of Orange County, Florida.

1.20 "Regulations" means any rules and regulations regarding the use of the Property or any part thereof duly adopted by the Association in accordance with the Legal Documents.

1.21 "The Work" means the initial development of all or any portion of the Property as a residential community by the construction and installation of streets, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

1.22 "Unit" means a single family dwelling located on a lot as shown on the Plat.

1.23 "Interpretation" means unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will," "must," and "should" has the same effect as the use of the term "shall". Wherever any time period is measured in days, "days" means consecutive calendar days, and, if any such time period expires on a Saturday, Sunday, or legal holiday, it shall be intended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. Unless the context expressly requires otherwise, the terms "Common Area," "Lot," and "Property" means all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

ARTICLE II

PLAN FOR DEVELOPMENT OF THE WESTCHESTER NEIGHBORHOOD

2.1 The Master Declaration. Westchester is an integral part of the approximate 1,800 acre development located within the City limits of the City of Orlando, being developed by Debra and known as MetroWest. In order to effectuate the orderly development of MetroWest and to establish, protect and preserve the quality of MetroWest as a whole, Debra has recorded the Master Declaration which encumbers, or will encumber, all real property in MetroWest.

2.2 Property Designation. All of the Property is encumbered by the Master Declaration and this Declaration.

2.3 Annexation of Adjacent Property. The Developer has contracted with Debra to purchase real property which is contiguous with the Property but which has not been platted (the "Adjacent Property"), which is described as Tract G of a Replat of Tract 10, MetroWest, according to the plat thereof, recorded in Plat Book 18, Pages 87, 88 and 89, Public Records of Orange County, Florida consisting of approximately 66 lots. If the Developer does purchase the Adjacent Property, or individual Lots therein, the Developer (and Debra, if appropriate), from time to time, may commit the Lots in the Adjacent Property to the terms of this Declaration and bring such property within the jurisdiction of the Association subject to the approval of the FHA and VA. The annexation of all or a portion of the Adjacent Property authorized under this section, shall be made by the Developer and Debra filing of record a supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") with respect to such Adjacent Property which shall extend the scheme of the covenants and restrictions of this Declaration to such property; and such Supplementary Declaration may contain such complimentary additions as Developer may determine to be necessary to reflect the different character, if any, of such Adjacent Property and which are not inconsistent with the scheme of this Declaration.

The Developer specifically reserves the right, in its discretion, to establish separate homeowners' associations with respect to any portion of the Adjacent Property and to impose additional covenants and restrictions with respect to all or any portion of the Adjacent Property and such action by the Developer shall not preclude the Adjacent Property affected thereby from being annexed and brought within the jurisdiction of the Association as provided herein. All of the above shall be subject to compliance with the regulations of the City of Orlando, Florida and with the Master Declaration.

ARTICLE III

PROPERTY RIGHTS

3.1 Title to Common Areas and Owner's Easements of Enjoyment. By the recordation of this Declaration, the Developer and Debra dedicate to the Association the easements over and to the Common Area. Fee Simple Title to the Common Area shall be vested in owner of Lot 88 and Tract H, respectively. The Association has a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to and passes with the title to said Lot 88 and Tract H to the extent they are encumbered by Exhibit A.

3.2 Westchester Roadways. The roadways and right-of-ways, designated on the Plat as Tract A have been dedicated to the public. The non-paved areas of the right-of-ways shall be maintained by the individual Lot Owners as Limited Common Areas as provided in Paragraph 3.6 of this Article.

3.3 Sidewalks. Each Owner shall have a non exclusive easement in common with others for the use and enjoyment of the paths and sidewalks, if any, located within the Property for ingress and egress throughout the Property. No improvements of any kind will be constructed or placed upon sidewalks, paths, or easement areas shown on the Plat and no vehicles will be parked upon the sidewalks at any time without the written approval of the Association. In addition to the sidewalk easements shown on the Plat, each Lot shall be subject to a non exclusive easement in common with others for ingress and egress across the front lot line to a depth of five (5) feet for the installation, maintenance, and use of sidewalks.

3.4 Easements. There are perpetual appurtenant easements between each Lot and the adjacent lots, for (i) the maintenance, repair, and reconstruction of landscaped areas, roofs, exterior walls or party walls, and other improvements for the benefit of those Persons, including the Association, responsible for or permitted to perform such maintenance, repair and reconstruction as provided in this Declaration; (ii) lateral and subjacent support; (iii) overhanging roofs and eaves, driveways, and trees, if any, installed by Developer as part of the Work, and their replacements; (iv) encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed, or altered thereon in accordance with the provisions of this Declaration; and (v) the drainage of ground and surface waters in the manner established by Developer as part of the Work.

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To the extent not inconsistent with this Declaration, the general rules of law apply to the foregoing easements. The extent of such easements for maintenance, drainage, and support, is that reasonably necessary to effectuate their respective purposes. The easements for overhanging roofs and eaves, driveways, and other improvements installed by Developer and their replacements extend to the areas affected by such improvements as originally installed by Developer. The easements of encroachment extend to a distance of not more than six (6) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by the willful or intentional misconduct of any Owner or the Association. There may also be reciprocal appurtenant easements between Lots for the installation, maintenance, repair, and replacement of any utility installations (including any television or radio cables and appurtenances) servicing more than one Lot; but such easements must be exercised in a reasonable manner so as not to cause any permanent, material injury to any Lot. Entry into any improvement is authorized only with the consent of its Owner and occupant, unless an extreme emergency such as a fire exists, which consent may not be unreasonably withheld so long as such entry is at a reasonable time, in a reasonable manner, and upon reasonable prior notice whenever circumstances permit.

3.5 Adjacent Owner's Use Easement. Developer reserves the right to create easement areas on adjacent Lots for the use and quiet enjoyment of the adjoining Owner's Lot. Developer shall with each Deed of conveyance to an Owner, show by a survey the area reserved for the easement of use and quiet enjoyment by the adjacent Owner. The easement areas shall be established to run between adjacent Lots along the walls of the adjoining building to permit the maximum utilization of the space between structures for the benefit of the adjoining Lot. The Owner of the Lot, upon which an easement of use and quiet enjoyment is granted to an adjacent Owner, shall have access to the easement area for the purposes of maintaining his structure and improvements thereon. The responsibility for maintaining the fences to be constructed along the easement areas separating the area of use and quiet enjoyment from the balance of the Lot shall be the responsibility of Lot Owner upon whose Lot the fence is constructed. No permanent or temporary structures shall be erected or trees planted within this easement of use and quiet enjoyment area without the Owner's written authorization. Notwithstanding the foregoing, this easement area may be decoratively landscaped with low growing plants and shrubs not to exceed four feet in height. The maintenance responsibility of this easement for use and quiet enjoyment area, including the care, pruning, mowing and fertilizing of all plants, shrubs and grass planted thereon, shall be that of the adjacent Lot Owner for whose benefit the easement is granted. The failure of either Lot Owner to fulfill the maintenance obligations prescribed herein shall be enforceable by the Association including the right of the Association to impose a lien upon said defaulting party's Lot as otherwise authorized herein.

3.6 Use and Maintenance of Limited Common Areas. Notwithstanding any other provision of this Declaration, each Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Owner shall have the exclusive right to use the Limited Common Area of his Lot as a yard subject to the rights of the Association to establish rules and regulations governing use and enjoyment of the Limited Common Areas and the rights and easements reserved and granted under this Article, including, but not limited to, the right to locate or relocate roads, paths, walkways and sidewalks within the Limited Common Areas. The Owner shall not place or erect any structure within the Limited Common Area.

3.7 Plat Easements. Reference is made to the utilities, drainage, ingress and egress, and other easements shown on the Plat. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property subject to the easements. The Owner of any Lot subject to any easement or easements shall not construct any improvements or structures upon the easement areas nor alter the flow of drainage nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements or structures on the easement areas shown on the Plat or landscapes such areas as aforesaid, the Owner of the Lot shall remove the improvements or structures or landscape items upon written request of Developer, the Association or the grantee of the easement. Additional easements may be granted by the Association for Utility purposes as provided in Paragraph 3.4 of this Article.

3.8 Future Easements. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Limited Common Areas so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially adversely affect any improvements or unreasonably interfere with the enjoyment of the Limited Common Area

3.9 Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Area and Limited Common Area to any and all Persons from time to time lawfully occupying such Owner's Lot. Any delegation to invitees is subject to the Association's rules and regulations.

3.10 All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. In no event does the benefit of any such easement extend to the general public.

3.11 Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot passes any rights in and to the Common Area and Limited Common Area, except as expressly enumerated in this Declaration. Without limitation, no provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any such right, title, and interest except as expressly provided in this Declaration.

3.12 Platting and Subdivision Restrictions. Subject to the restrictions contained in the Master Declaration, Developer may from time to time plat or replat all or any part of the Property.

ARTICLE IV

USE RESTRICTIONS

4.1 Residential Use. The Lots subject to this Declaration may be used for residential living units and for no other purpose except that one or more Lots may be used as model homes or temporary construction offices by the Developer during the development and sale of Westchester and the Adjacent Property. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof.

4.2 No Detached Buildings. No garage, tool or storage shed may be constructed separately and apart from a residence unless approved by the A.R.B. No tents, trailers, tanks, shacks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Developer and the Association.

4.3 Landscaping. The native vegetation and natural style landscaping installed by Developer as part of the Work shall be retained and nurtured. No significant additional planting or significant removal of the lawn or natural vegetation is permitted that will alter the natural style of landscaping installed by the Developer. No living trees measuring four (4) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the A.R.B. No artificial grass, plants or other vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to remain on any Lot or Limited Common Area.

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4.4 Fences. Except as originally provided by the Developer, or as approved by the Developer or the A.R.B. to provide visual and acoustical privacy, no fence, wall or other barrier shall be constructed upon any Lot.

4.5 Set-Back Lines. Developer has established set back lines of 20 to 25 feet in front and 20 feet in the rear. To assure that location of dwellings will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each dwelling and that the structures will be located with regard to the topography of each Lot, the Developer reserves unto itself the right to control and decide the precise site and location of any dwelling or other structure upon all Lots. Each structure in Westchester shall be setback at least six (6) feet from each side lot line. This restriction shall not prohibit construction by the Developer of privacy walls or fences connecting dwelling units.

4.6 Motor Vehicles and Boats. No boats, recreational vehicles or other motor vehicles, except four wheel passenger vehicles shall be placed, parked or stored upon any Lot unless approved by the Board, nor shall any maintenance or repair be performed upon any motor vehicle upon any Lot, except within a building where totally isolated from public view. All motor vehicles must be parked in garages or driveways from the end of each day until the following morning. Commercial vehicles shall not be parked within public view on a regular basis.

4.7 Unit Restrictions. Following completion of the Work, an Owner may not cause or permit, without the prior written approval of the A.R.B. any additional alteration, modification, renovation or reconstruction (including the installation of window air conditioners) to be made to the structural components, roof, or exterior of his Unit, including driveways and parking areas, except as provided in this Declaration. Notwithstanding the foregoing, an Owner shall replace broken windows, screens and doors with replacements of the same style and equal or greater quality as originally installed as part of the Work. No garage shall be permanently enclosed or converted to another use. No carports shall be permitted, and all garages shall contain at least 180 square feet of usable space appropriate for the parking of automobiles.

4.8 Garage Doors. It is understood that due to the nature of the Units in the Westchester Neighborhood that openings for garages and the garage doors will be viewable from the street. In order to provide for the common welfare and to maintain the aesthetic values of the Westchester Neighborhood, all garage doors shall be maintained in a useful condition and kept closed at all times, except when entering or exiting the garage. Additionally, garage doors may be open during periods when the garage is being utilized because of yard work or related usage. At all other times garage doors in the Westchester Neighborhood are required to be closed.

4.9 Antennas. No aerial, antenna, or satellite dishes shall be placed or erected upon any lot, or affixed in any manner to the exterior of any building in Westchester. Antennas or satellite dishes shall be built into the attic space of the home. The A.R.B. will consider the approval of antennas or satellite dishes in the back of the Lot if they are unable to be seen from the street.

4.10 Animals and Rubbish. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of domesticated dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and that such pets are neither dangerous nor a nuisance to the residents of the Association. In the event of dispute as to the reasonableness of the number of such cats, dogs, or household pets kept upon the Properties, the decision of the Board of Directors of the Association shall be final. Dogs shall be kept on a leash when outside and all pets shall be kept under the Homeowner's control at all times. All pets are prohibited from the recreational facilities, if any, located on the Common Area. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit on each Lot, or in sanitary containers concealed from view, and in accordance with the Association's Regulations.

4.11 Sewage Disposal and Water Service. All water and sewage facilities and service to the Property shall be supplied by means of the central water supply and sewage system providing service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structures to be built. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the marshlands or lakes. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the sewer system or directly into the marshlands or lakes. Orlando Utilities Commission or its successors or assigns and the City of Orlando has nonexclusive perpetual easements, in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water and sewage facilities.

4.12 Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved in writing as to size and design and in accordance with criteria established by the A.R.B.

4.13 Wetlands; Maintenance Easement. Only Debra or the Master Association shall have the right to pump or otherwise remove any water from any lake or other wetlands (the "Lakes") if any, within the Property for the purpose of irrigation or other use. Debra and the Master Association (after assignment of such right to the Master Association) shall have the sole and absolute right to control the water level of the Lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in the Lakes. Debra and the Master Association are solely responsible for preserving the water quality of the Lakes. The cost of manual or mechanical removal of trash, debris and undesirable plants shall be the responsibility of the Master Association. In the event that the Master Association fails or refuses to properly maintain the Lakes, the Association following written notice to the Master Association specifying the maintenance needed may seek appropriate legal action to enforce the necessary maintenance if the Master Association does not perform the required work within a reasonable period following receipt of the notice. No

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gas or diesel driven boat shall be permitted to be operated on the Lakes. Lots who now are, or may hereafter be, adjacent to the Lakes (the "Lake Lots") shall be maintained so that the grass, planting or other lateral support shall prevent erosion of the embankment adjacent to the Lakes. The height, grade and contour of the embankment shall not be changed without the prior written consent of the Master Association. If the Owner of any Lake Lot fails to maintain the embankment as part of its landscape maintenance obligations in accordance with the foregoing, the Association or Master Association, shall have the right, but not the obligation, to enter upon any such Lake Lot to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such Lake Lot. Title to any Lake Lot does not include ownership of any portion of any Lake bed or surface waters, which subject to applicable laws, shall remain the property of Debra, its successors or assigns. No docks or other structures shall be constructed on such embankments unless and until same shall have been approved in writing by the Master Association and the Association. No bulkheads shall be permitted to be constructed without the prior written consent of the Master Association and the Association. The Master Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of the Lakes within Westchester by Owners. The Master Association shall have the right to deny such use to any person who in the opinion of the Master Association may create or participate in the disturbance or nuisance on any part of the surface waters of the Lakes.

4.14 General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

a) **Obstructions.** There shall be no obstruction of the Common or Limited Common Areas, nor shall anything be kept or stored on the Common or Limited Common Areas.

b) **Alterations.** Nothing shall be altered or constructed upon, or removed from, the Common or Limited Common Areas.

c) **Activities.** No activity is permitted in or upon the Common or Limited Common Areas, except those for which the Common or Limited Common Areas are from time to time suitably improved.

d) **Wetlands.** No swimming, bathing, fishing, canoeing, boating, or other recreational activity of any nature is permitted in, about, or upon any stream, pond, lake, marsh or other wetlands situated upon the Property, except as permitted by the Association. Without limitation, the Association from time to time may prohibit any and all uses and activities in, upon, and about any such wetland.

4.15 Rules and Regulations. No Owner or other Person occupying any lot, or any invitee, shall violate the Association's Regulations for the use of the Property. All Owners and other Persons occupying any Lot, and their invitees, at all times shall do all things reasonably necessary to comply with the Regulations. Wherever any provisions of this Article prohibit any

activity, condition, or structure within the Property except as permitted by the Association's Regulations, such restriction or prohibition is self executing unless and until the Association issues Regulations expressly permitting the same. Without limitation, any rule or regulation will be deemed "issued" when posted conspicuously at such convenient location within the Property as the Association may from time to time designate.

4.16 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, unless the improvements are completely destroyed, the Owner shall, repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provision of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. In all cases, all debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

During reconstruction upon any Lot after destruction of the original improvements installed by Developer, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any property other than the Lot on which construction is preceding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubble receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

4.17 Lighting. No external lighting shall be installed without the prior written approval of the A.R.B. No lighting shall be permitted which alters the residential character of the Property.

4.18 Maintenance of Driveways. Each Lot Owner shall be responsible for maintenance and upkeep of the driveway serving his Lot.

4.19 Mail Boxes and Posts. Developer may, at its option, install individual mail boxes and wooden posts by the street in front of each residence. If such mail boxes and posts are installed the Association may, at its option, maintain the mail box or posts.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

5.1 Membership and Voting Rights. 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. In the event that all or a portion of the Adjacent

Property is added to the Property as provided herein under Article II, each Owner within such Adjacent Property shall become a Member of the Association and will be subject to assessment therefrom and shall be entitled to vote as a Class A Member.

5.2 Classification. The Association shall have two (2) classes of voting membership:

a) **Class A.** All Owners shall be Members, and shall be entitled to one vote for each Lot owned; provided, however, that the Developer shall not be a Class A Member unless and until seventy five percent (75%) of the total Lots contemplated in the Property and the Adjacent Property are owned by Owners other than Developer or Debra.

b) **Class B.** The Class B Member shall be the Developer who shall be entitled to three (3) votes for each Lot, the title to which is held by the Developer or Debra. The Class B membership shall cease and be converted to Class A membership at such time as seventy-five percent (75%) of all Lots in Westchester shall have recorded ownership by Owners other than Developer or on January 1, 1995, whichever occurs first.

5.3 Co-Ownership. If more than one Person holds the record title to any Lot, all such Persons are Members but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves; but no split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until the Association is notified in writing. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

5.4 "Extraordinary Action". The Association's Articles of Incorporation provide that certain actions of the Association as described in the Articles require the approval of two-thirds (2/3) of each class of Members. In addition, any such action shall require the written approval of the Developer for so long as the Developer is a Member of the Association.

5.5 Notice and Quorum. Wherever any provision of this Declaration requires any Extraordinary Action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than 30 days, nor more than 60 days, in advance of such meeting, setting forth its purpose. Notice of all other meetings must be given at least 15 days in advance to each Member. The presence in person or by proxy, of Members entitled to cast at least one-half (1/2) of the votes of each then

existing class of membership constitutes a quorum. If the required quorum is not present or represented, the Members entitled to vote shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting, until the required quorum shall be present or represented. No such subsequent meeting shall be held more than 60 days following the preceding meeting. Proxies must be registered with the Secretary of the Association prior to Members meetings. No Owner other than Developer may hold more than five (5) proxies.

5.6 Amplification. The provisions of this Article are amplified by the Association's Articles and By-Laws; but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends that the provisions of this Declaration, on the one hand, and the Articles and By-Laws on the other, be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Developer intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

6.1 The Common Area.

a) Maintenance and Repair. Subject to the rights and obligations of the Developer and the Owners, as set forth in this Declaration and the rights of the Master Association set forth herein, the Association has exclusive management and control of the Common Area, and all its improvements, fixtures, furnishings, equipment, and other related personal property. The Association shall keep the foregoing in a clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association shall have an easement over the West 6' of Lot 88 of Westchester for purposes of performing the maintenance and repair obligations hereunder. The Association's duties with respect to the Common Area include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Work.

b) Insurance. The Association shall carry public liability insurance in the amounts and with coverage as determined by the Board of Directors. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

6.2 Exterior Lot Maintenance

a) Landscaping Maintenance. The Association shall provide maintenance, including mowing, fertilizing and pest control for all grassed and landscaping areas as originally installed by Developer which are on the

West side of the wall, located and described on Exhibit "A" attached hereto and made a part hereof or which maybe hereafter added to the Property. The Owner of Lot 88 shall provide maintenance including mowing, fertilizing and pest control for all grass areas on the East side of the wall installed by Developer, including the area within the arc of the wall. The Association shall perform all landscaping maintenance and replacements in a manner that will preserve the natural style of landscaping originally installed by Developer as part of the Work. The Association and its employees, contractors or agents shall have an easement over and across all Lots as shall be necessary or convenient to provide the landscaping maintenance herein described.

b) Other Maintenance. In the event an Owner of any Lot in the Property shall fail to maintain the exterior of his Lot and Unit in a manner satisfactory to the Board of Directors, after reasonable notice specifying the maintenance or repair item, the Association after approval by not less than a majority of the members of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Unit and any other improvements erected thereon. In the event that the Association fails or refuses to so act, the Master Association following written notice to the Owner and the Association specifying the maintenance or repair item may enter said Lot and perform the necessary maintenances if the Owner or Association does not perform the required work within a reasonable period following receipt of notice. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, and shall become due and payable in all respects, together with interest and fees and costs of collection, as provided for other assessments of the Association and the Master Association. Additionally, all unpaid costs and interest shall be a lien against the Lot and the personal obligation of the Owner of the Lot in the same manner as herein provided for other assessments of the Association and the Master Association.

6.3 Services. The Association may obtain and pay for the services of any Person, including the Master Association, to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's Regulations. The Association may contract with others to furnish landscaping maintenance, insurance coverage, building maintenance, termite and pest control or any otherwise herein required to be performed or provided by the Owners; provided, however, (i) only those Lots whose Owners have requested such service shall be assessed for their cost; and (ii) each such Owner's prior written consent is obtained. Nothing herein shall be deemed to require the Association to provide such services.

6.4 Personal Property. The Association may acquire, hold, and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Articles and By-Laws.

6.5 Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Area, or any combination, so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents as they from time to time may be amended. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of the Directors, or may be amended or rescinded by a majority of both classes of membership present and voting at any regular or special meeting convened for such purpose. No rule, regulation, decision, amendment or other action that reasonably may have the effect of waiving, lessening, impairing, or otherwise interfering with the scope or enforcement, of any restriction imposed on the Property by this Declaration without the written approval of the Developer and the Master Association. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person or through representatives of such Owner's choosing.

6.6 Implied Rights. The Association may exercise any other right, power, or privilege given to it expressly by the Legal Documents and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

6.7 Restriction on Capital Improvements. All capital improvements to the Common Area, except for replacement or repair of those items installed by Developer as part of the Work, and except for personal property related to the Common Area, must be approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

6.8 Access by Association and Master Association. The Association and the Master Association have a right of entry on to the exterior of each Lot and Unit located thereon to the extent reasonably necessary to discharge its duties of exterior maintenance, or for any other purpose reasonably related to the performance of any duty imposed, or exercise of any right granted, by the Legal Documents or the Master Documentation. Such right of entry must be exercised in a peaceful and reasonable manner at a reasonable time and upon reasonable notice whenever circumstances permit. Entry into a Unit may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority granted by Law except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage to the Common Area

or any Unit. No Owner shall arbitrarily withhold consent for entry by Association or the Master Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful manner. The Association's and the Master Association's right of entry may be exercised by their agents employees, contractors, and managers, and by the agents or employees.

ARTICLE VII

COVENANTS FOR ASSESSMENTS

7.1 Assessments Established. For each Lot owned within the Property, Developer Covenants, and each Owner of any Lot by acceptance of a deed or other conveyance of record title to such Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- a) An Annual Assessment, as defined in paragraph 7.2 of this Article; and
- b) An Annual Assessment, as defined in the Master Declaration Covenants; and
- c) Special Common Area assessments, as defined in paragraph 7.4 of this Article; and
- d) Specific assessments against any particular Lot that is established pursuant to any provisions of the Legal Documents, as provided in paragraph 7.11 of this Article; and
- e) All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, is the personal obligation of the Person who was the Owner of such Lot when such assessment became due. Such personal obligation for delinquent assessments does not pass to an Owner's successors in title, unless expressly assumed by such successor in writing. Mortgagees shall not be required to collect assessments and failure to pay an assessment by Mortgagee shall not constitute a default under this declaration.

7.2 Purpose of Assessments. The annual assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property and for the operation, management, maintenance, repair, servicing, renewal, replacement,

and improvement of the Common Area. To effectuate the foregoing, the Association shall levy an Annual Assessment and shall maintain adequate reserves to provide and be used for:

a) the operation, management, maintenance, repair, servicing renewal, replacement, and improvement of the property, services, and facilities related to the use and enjoyment of the Common Area, including the payment of taxes and insurance on the Common Area and the cost of labor, equipment, materials, management, and supervision thereof; and

b) all general activities and expenses of the Association incurred in the administration of the powers and duties granted hereunder and pursuant to the Law; and

c) Payment of Assessments imposed by the Master Association, pursuant to the Master Declaration.

7.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Dollars (\$200.00) per year, per lot. An amount equal to the balance due for the remaining of the year (through December 31st) will be collected in advance at closing, plus a proration of the assessment for the month of closing. In addition, an amount equal to one-fourth (1/4) of the yearly assessment will be collected at closing to be used to establish a capital contribution fund.

a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors annually by an amount not to exceed an increase greater than fifteen percent (15%) of 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 to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) 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 in accordance with paragraphs (a) and (b) above.

7.4 Special Assessments for Capital Improvements.

a) In addition to the annual assessment 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 maintenance responsibilities of the Association, the cost of any acquisition of Common Area, and the cost of construction, reconstruction, repair or replacement of any capital improvements upon the Common Area including fixtures and personal property related thereto; provided that any such assessment shall

have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

b) Reserves. The Association may include within the annual assessment amount (but not be limited by the matters for which reserves may be collected as hereafter stated), sums to be collected as reserves for replacement of storm sewers, underdrains for storm water retention, streets, roofs, recreational facilities and painting. Such reserve amounts will be in the discretion of and will be based on a schedule approved and prepared by the Board of Directors on an annual basis. Such schedule of reserve amounts shall be based on the cost of the improvements and their estimated life. This section shall not abrogate, modify, amend or supersede the provisions of any other section of this Article.

7.5 Notice and Quorum for Any Action Authorized Under Sections 7.3 and 7.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.3 or 7.4 shall be sent to all Members not less than thirty (30) 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.

7.6 Uniform Rate of Assessment. Except as otherwise provided in Section 7-4 of this article and in Article VI, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance or from time to time as the Board of Directors of the Association, in its discretion, may decide. However, Developer may elect not to pay the Association's annual or special assessment dues upon unsold Lots owned by the Developer or under contract from Debra, for so long as Developer shall obligate itself to pay all expenses incurred by the Association in excess of the amounts produced from the assessments.

7.7 Date of Commencement of Annual Assessment: Due Date. The annual assessments provided for herein shall commence as to all Lots for which a closing to a third party has occurred, as provided herein. 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. In the event the Board of Directors fails to fix the annual assessment, such annual assessment for the succeeding year shall, at a minimum, equal the annual assessment for the previous year. 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 or agent of the Association setting forth when the assessments on a specified Lot or Dwelling Unit have been paid. A properly executed certificate of the Association as to the status of assessments on the Lot is binding upon the Association as of the date of its issuance.

7.8 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall be subject to a late charge of Ten Dollars (\$10) per month or 10% of the amount due, whichever is greater. Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against that particular Lot. In either event, the delinquent Owner shall be liable to the Association for all costs and reasonable attorneys' fees incurred in connection with such a suit of foreclosure. If any installment of an assessment remains unpaid thirty (30) days after it shall become due, the Board of Directors may declare the entire assessment as to that delinquent Owner due and payable in full as if the entire amount was originally assessed. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

7.9 Homesteads. By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for the improvement and maintenance of any homestead thereon, and that the Association's lien has priority over any such homestead.

7.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any First Mortgage. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

7.11 Specific Assessments of the Master Association. Any and all accrued indebtedness of any Owner or the Association to the Master Association arising under any provisions of the Legal Documents, or because of any act or omission of the Owner or any occupant of such Owner's Lot or the Association or arising by reason of any Owner's failure to properly maintain the exterior of his Lot or the Association's failure to properly maintain the Common Areas, also may be assessed by the Master Association against such Owner's Lot or the Common Areas after such Owner or the Association fails to pay it when due and such default continues for thirty (30) days after written notice.

ARTICLE VIII

MASTER ASSOCIATION AND ASSESSMENTS

8.1 Master Association, Inc. Upon acceptance of a deed to a Lot, each Owner acknowledges that the Association shall be a member of the Master Association and that no individual Lot Owner shall be entitled to any

membership rights in the Master Association. Each Lot within Westchester has been subjected to annual and special assessments by Master Association in accordance with the Master Declaration. The Master Association, acting through its Board of Directors, shall have the powers, rights and duties with respect to the Property as are set forth in the Master Declaration and the Articles of Incorporation and By-Laws of the Master Association. Lots within Westchester are subject to the use restrictions as contained in the Master Declaration. In the event of a conflict between the Master Declaration and this Declaration, the provisions of the Master Documentation shall control.

8.2 Lien Rights. The Master Association is entitled to a lien upon each Lot for its prorata share of any unpaid assessments under the Master Declaration.

8.3 Association Responsibilities. If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration, and other documents relevant to the Property, Master Association shall be and is hereby authorized to act for and on behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by Master Association shall be reimbursed by the Association. The foregoing shall not be deemed to be a limitation on any other rights granted to the Master Association in this Declaration.

ARTICLE IX

OBLIGATIONS OF OWNERS

9.1 Exterior Lot Maintenance.

a) Owner Responsibility. Each Owner shall, at his expense, maintain, repair and replace all portions of the exterior of his Unit, including without limitation the roof, gutters, downspouts and exterior building surfaces and their replacements, the privacy fences defining the courtyards and yards of each Unit, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, landscaping maintenance not performed by the Association, and any other equipment, structures, improvements, additions, or attachments, located on the Lot by Owner or installed by Developer as part of The Work. The foregoing obligation includes any maintenance, repair, or replacement required because of the occurrence of any fire, wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of The Work, subject to normal wear and tear that cannot be avoided by normal maintenance. Each Owner shall promptly perform any maintenance or repair requested to prevent any damage or loss to other Lots or Units or the Common Areas. An Owner shall be liable for all loss or damage of his failure to promptly perform any maintenance and repair following written notice to such Owner specifying the items of maintenance or repair.

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b) A.R.B. Approval

An Owner may not cause or permit any material alteration in the exterior appearance of his Lots and Units, including the color of exterior surfaces of the Unit, without the prior written approval of the A.R.B. Owners shall use only roof materials, paint, and stain colors approved by the A.R.B. when performing repair and maintenance, or when repainting or staining the exterior of their Units.

ARTICLE X

ARCHITECTURAL CONTROL

10.1 Westchester's Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the A.R.B. The A.R.B. shall consist of either three (3) or five (5) members who shall be appointed by and serve at the pleasure of the Developer so long as the Developer owns at least one (1) Lot within Westchester or until such earlier time as Developer, at its option, assigns the right to appoint the A.R.B. members to the Board. Thereafter, the A.R.B. shall consist of either three (3) or five (5) members (at the option of the Board) who shall be appointed by and serve at the pleasure of the Board. Members of the A.R.B. need not be members of the Association. A majority of the A.R.B. shall constitute a quorum to transact business at any meeting of the A.R.B. and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the A.R.B.. Any vacancy occurring on the A.R.B. shall be filled by the Developer so long as the Developer owns at least one (1) Lot within Westchester and by the Board thereafter.

10.2 Approval required by the A.R.B. Except for the initial construction of improvements upon any Lot by Developer, no landscaping, improvements or structure of any kind including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscaping device or object, or other improvements shall be commenced, erected, placed or maintained upon any Lot, if same can be seen from the street, nor shall the exterior colors of the house and trim be changed, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the A.R.B. All plans and specifications shall be evaluated to (i) assure harmony of external appearance, design, materials, and location in relation to surrounding buildings and topography within the property and to conform with the MetroWest Development Guidelines as provided on Paragraph 5.4.3. of the Master Declaration and (ii) protect and conserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of the Legal Documents; and (iv) be in the best interests of all Owners in

maintaining the value and desirability of the Property as a residential community. It shall be the burden of each Owner to supply four sets of completed plans and specifications for any proposed improvement to the A.R.B. The A.R.B. shall approve or disapprove plans and specifications properly submitted within ten (10) business days of such submission. If approved by the A.R.B., the Owner shall forward the approved plans and specifications to the MetroWest Development Review Board ("D.R.B.") and the D.R.B. shall approve or disapprove plans and specifications within ten (10) business days of receipt of the plans and specifications. Any plans or change or modification to approved plans shall not be deemed approved by the A.R.B. or D.R.B., unless a written approval is granted by the A.R.B. and the D.R.B. to the Owner submitting same or unless the A.R.B. or DRB fails to approve or disapprove such plans or modifications within ten (10) business days of their proper submission.

10.3 Powers and Duties of the A.R.B. The A.R.B. shall have the following powers and duties:

a) To require submission to the A.R.B. of four (4) complete sets of all plans and specifications signed by the Owner for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscaping device or object, or other improvement, the construction or placement of which is proposed upon any Lot. The A.R.B. may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the A.R.B. to completely evaluate the proposed structure or improvement in accordance with the provisions hereof.

b) To approve or disapprove any improvements or structure of any kind, including without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the A.R.B. shall be submitted to the Board, and evidence thereof may, but need not, be made by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the A.R.B. shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive as to Association approval.

c) To adopt a schedule of reasonable fees for processing requests for A.R.B. approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the A.R.B..

d) The A.R.B. shall also have the right to assign all or a portion of its powers and duties herein to the D.R.B.

10.4 Compensation of A.R.B. Members of the A.R.B. shall serve without compensation so long as the Developer retains the right to appoint the members of the A.R.B. Thereafter, the Board is encouraged to appoint professionally qualified persons (architects, landscape architects, etc.) to the A.R.B., and if it elects to do so, it may, at its option, pay reasonable compensation to such professionally qualified members.

10.5 No Liability. The reviews, acceptances, inspections, permissions and approvals required under this Declaration and made by the Developer, Association, Master Association, D.R.B. or their agents or employees are for the sole purpose of protecting the aesthetic integrity of Westchester and MetroWest. As a result, neither the Developer, Association, Master Association, A.R.B. or their agents or employees express any opinion as to the engineering aspects, structural soundness or advisability of any improvement whether or not approved. Neither the Developer, Association, Master Association, D.R.B. or their agents or employees shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such review, acceptance, inspection, permission, consent, or approval, whether given, granted or withheld by the Developer, Master Association, D.R.B. or their agents or employees.

ARTICLE XI

OPERATION AND EXTENSION

11.1 Effect Upon Platted Lands. From and after the date this Declaration is Recorded, all of the Property shall be held, sold, and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all Persons having any right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns, and shall inure to the benefit of the Association, Developer, and each Owner, their respective heirs, successors, and assigns.

ARTICLE XII

UTILITY PROVISIONS

12.1 Water System. The central water supply system provided for the service of Westchester shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges established by the supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well for consumption purposes shall be permitted on any Lot.

12.2 Irrigation System. Irrigation, if any, for the Common Areas shall be provided and maintained by the Association. Each Lot shall be provided with an irrigation system, if Developer deems it necessary or desirable, as part of the original improvements installed by Developer. The Lot Owner shall be solely responsible for the maintenance of the system located on and serving his Lot exclusively.

12.3 Sewage System. The central sewage system provided for the service of Westchester shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within Westchester.

12.4 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

12.5 Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

ARTICLE XIII

RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

13.1 Utilities. Developer reserves for itself, its successors, assigns and designees, a right of way and easement to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cable, conduits, storm sewers, sanitary sewers, water mains, gas sewer, water lines, drainage ways, or other public conveniences or utilities, on, in and over any area designated as an easement, private street or right-of-way area, or part of the Common Areas on the plat of Westchester and on, in and over a strip of land within each Lot which is not occupied by a structure in a reasonable manner so as not to materially affect the value of the Lot.

13.2 Drainage. Drainage flow shall not be obstructed or diverted from drainage easements. Developer, the Association or the Master Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable

standards of health and appearance but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

13.3 Cable Television or Radio. Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas on the recorded plat of the property.

13.4 Easements for Maintenance Purposes. The Developer reserves for itself, the Association and Master Association, their agents, employees, successors or assigns easements, in, on, over and upon each Lot and the Common Areas as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, or other areas, the maintenance of which may be required to be performed by the Developer, Association or Master Association.

13.5 Sidewalks. Developer reserves for itself and the Association, their agents, employees, designees, successors and assignees, an easement in, on, over and upon the property (Exhibit A attached hereto) as shown on the plat of Westchester for construction and installation of, and ingress and egress upon paths, bike paths and/or sidewalks located thereon, if any.

13.6 Easement for Encroachments. In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any easement area is a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement, Developer reserves for itself the Master Association, the Association, and the Owners of the Lot involved, an easement for encroachment.

ARTICLE XIV

GENERAL PROVISIONS

14.1 Enforcement. The Developer, the Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. The Master Association shall also have the right to enforce the provisions of this Declaration if the Association shall refuse to perform its obligations

hereunder, following thirty (30) days written notice to the Association specifying the failure to enforce. In addition, the Master Association has the right to enforce any right specifically granted to it herein. If the Master Association, the Association or Developer is the prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, or if any Owner obtains the enforcement of any provision of the Legal Documents or of any such rule or regulation against any Owner, other than Developer then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in negotiation, trial and appellate proceedings from such Owner. In no event may such costs and expenses be recovered by an Owner against the Association or Developer, unless otherwise provided by law. If the Association is such a prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, as provided in the Article entitled "Covenant for Assessments". If any Owner or class of Owners is prevailing party against any other Owner or Class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors. Failure by the Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.

14.2 Term and Renewal. The grantee of any deed conveying the Property or any portion thereof shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with and be bound by the provisions of this Declaration. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, until 40 years from the date this Declaration is Recorded, whereupon they automatically shall be extended for successive renewal periods of ten years each, unless seventy-five percent (75%) of the then Owners elect not to reimpose them as evidenced by an instrument executed and Recorded during the six months immediately preceding the beginning of any renewal period.

14.3 Amendment.

a) Developer. The Developer reserves and shall have the sole right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration to comply with any requirements of a governmental agency, institutional First Mortgagee, or other Person willing to make, insure or purchase mortgage loans secured by a Lot; or (ii) to amend this Declaration to cure any ambiguity or error, in this Declaration, in or any inconsistency between these provisions and the other Legal Documents or the Plat. Notwithstanding the above, the Developer may not amend this Declaration without the written consent of the Master Association if such amendment would have the effect of waiving, lessening, impairing or otherwise interfering with the scope or

enforcement of the rights granted the Master Association by this Declaration. Such consent may not be unreasonably withheld or delayed. Developer shall submit any such amendment to Debra, its successors or assigns and the Master Association and Debra, its successors or assigns and the Master Association shall join in such amendment or issue a written statement explaining the basis of its disapproval within thirty (30) days of receipt of the amendment.

b) Owners. Subject to the provisions of paragraphs 14.1 and 14.4, this Declaration may only be amended with the joinder of Debra, its successors or assigns and the Master Association and; (i) on or before 40 years from the date it is Recorded by an instrument executed by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and signed by not less than sixty-seven percent (67%) of all Owners; and (ii) thereafter by such instrument signed by not less than sixty percent (60%) of all Owners. No amendment shall be effective until Recorded but the Associations' proper execution shall entitle it to public record, notwithstanding the informal execution by the requisite percentage of Owners.

14.4 Other Approvals. Notwithstanding any provision of the Legal Documents to the contrary, all of the following actions require the prior approval of the Developer (for so long as Developer owns any Lots for sale in the ordinary course of business) and the holders of sixty-seven percent (67%) of the first Mortgages within the Property: (i) alienation or encumbrancing of all or any portion of the Common Area, except as expressly permitted under Article III, paragraph 3.4, of this Declaration; and (ii) amendment of this Declaration, except as expressly provided in Section 14.3 of this Article; and (iii) amendment of Articles of Incorporation of the Association; and (iv) the merger, consolidation, or dissolution of the Association. See 14.8 regarding Federal Housing Administration/Veteran's Administration approval.

14.5 Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Regulations and the books, records, and financial statements of the Association; and

b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

c) Meetings. to designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

d) **Notices.** By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee not to exceed \$100.00, that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Unit encumbered by its First Mortgage; (ii) any 30 day delinquency in the payment of assessments or charges owed by the Owner of any Unit encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

14.6 **Provisions Inoperative as to Initial Construction.** Provided that the work has been reviewed and approved by the Master Association in writing, nothing contained in this Declaration shall be interpreted, construed, applied, or enforced to prevent Developer, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Developer whatever it or they determine to be necessary, convenient, or desirable to complete the Work, including:

a) **Structures.** Erecting, constructing, and maintaining such structures, including one or more model homes, as may be necessary or convenient for conducting Developer's business of completing the work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease, or otherwise.

b) **Business.** Conducting thereon its or their business of completing the work, establishing the Property as a residential community, and disposing of the Property in parcels by sale, lease, or otherwise and conducting resales of Lots within the Property, including the operation of one or more sales, business, or construction offices, design centers, model units or any combination.

c) **Signs.** Maintaining such sign or signs as are necessary, convenient, or desirable in connection with the sale, lease, or other transfer of the Property in parcels.

As used in this paragraph, the term "its successors or assigns" specifically does not include purchasers of Lots improved as completed residences. Developer reserves temporary easements over, across, and through the Common Area for all uses and activities necessary, convenient, or desirable for completing the work,

such easements to be exercised so as not to cause any material damage to the Common Area and to expire only when Developer no longer owns any Lot within the Property that is offered for sale in the ordinary course of Developer's business.

14.7 Severability. Invalidation of any particular provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effecting Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

14.8 FHA/VA Approval. As long as there is a Class B membership, any amendment to this Declaration, any dedication of additional Common Area, or annexation of the Adjacent Property or any portion thereof will require the prior approval of the Federal Housing Administration or the Veteran's Administration.

14.9 Notices. Any notice required to be sent to any Member, Owner, or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the public records of Orange County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

14.10 Rights Reserved by Debra Debra in the Special Warranty Deeds to Developer by which Developer takes title to Lots within the Property, reserved certain rights and easements. These rights and easements are in addition to those reserved by Developer herein and include a utilities easement, drainage easement, radio and television cable easement, maintenance easement and the right to exercise architectural control and impose use restrictions.

IN WITNESS WHEREOF, Developer has executed this Declaration the date stated above.

SIGNATURES WITNESSED BY:

LECESSE CORP. of GROSVENOR PARK

[Signature]
Helen A. Bingham

By: [Signature]
President

"Developer"

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of March, 1988, by Salandra F. Levesee, President of LeCesse Corp. of Florida.

[Signature]

Notary Public, State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Dec. 28, 1991
Bonded thru Agent's Notary Brokerage

SIGNATURES WITNESSED BY:

DEBRA, INC.

[Signature]
[Signature]

By: [Signature]
Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31st day of March, 1987, by Nancy A. Bond, Vice President of Debra, Inc.

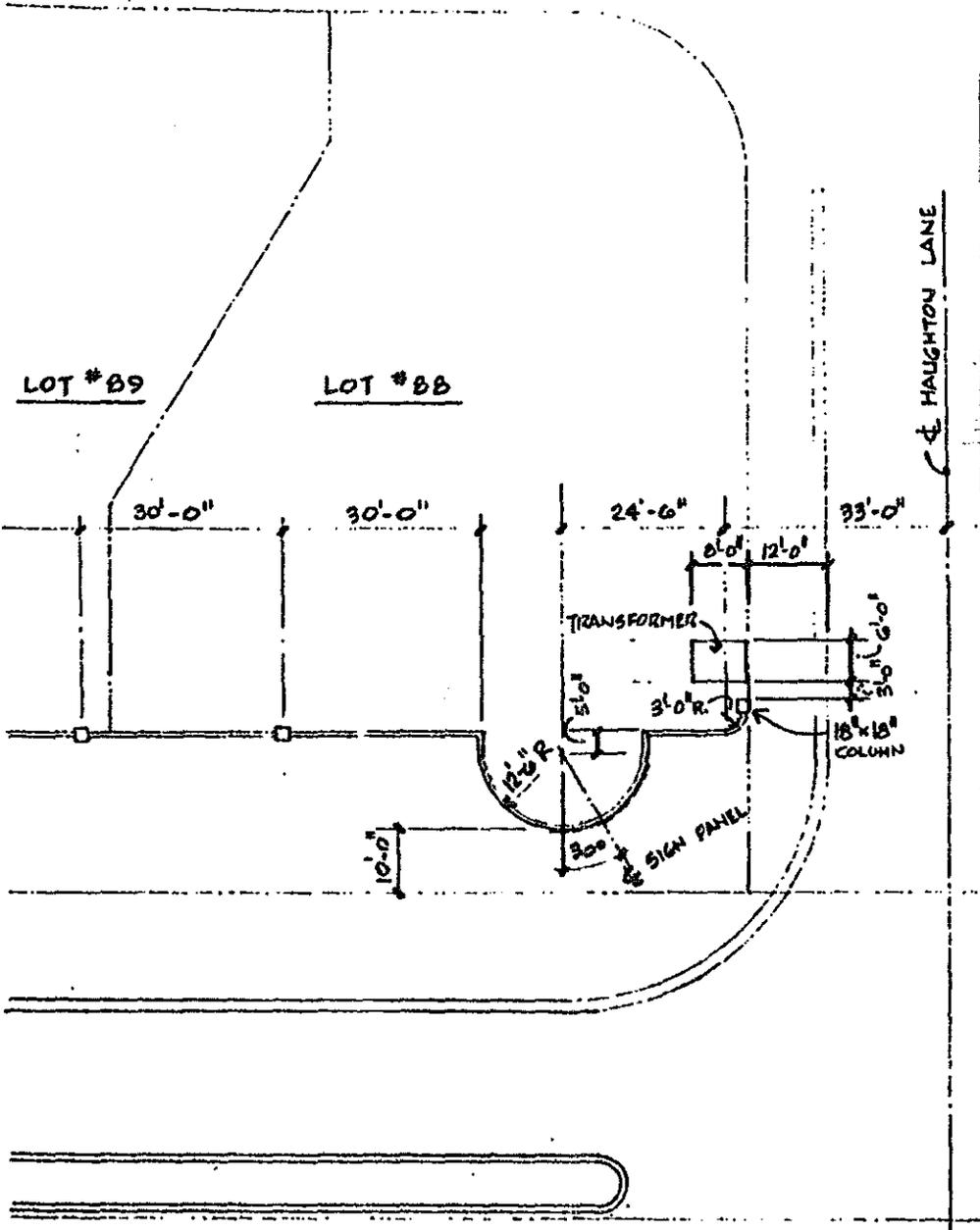
[Signature]

Notary Public, State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Aug. 5, 1991
Bonded by Kuykendall

3971 704720

EXHIBIT "A"



357: 264721

CONSENT AND JOINDER TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WESTCHESTER ASSOCIATION OF METROWEST

SUN BANK, NATIONAL ASSOCIATION, the holder of a certain Mortgage Deed and Security Agreement encumbering a portion of the Property described in the Declaration of Covenants and Restrictions for Westchester Association of Metrowest, which instrument is dated April 27, 1987, and is recorded in Official Records Book 3881, page 1848, Public Records of Orange County, Florida, and which has been subsequently modified by various Note and Mortgage Modification and Spreader Agreements recorded thereafter, by execution hereof consents to the placing of these covenants and restrictions on the Property and further covenants and agrees that the lien of its Mortgage shall be and stand subordinate to such covenants and restrictions as if said covenants and restrictions had been executed and recorded prior to the recording of its Mortgage. Notwithstanding the foregoing, the liens for assessments pursuant to the Declaration of Covenants and Restrictions shall be subordinate to the lien of any First Mortgage as provided in Paragraph 7.10 thereof.

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

SUN BANK, NATIONAL ASSOCIATION

By [Signature]

Attest [Signature]

(bank seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31 day of March, 1988, by [Signature], as Senior Vice President and [Signature], as Assistant Vice President on behalf of SUN BANK, NATIONAL ASSOCIATION.

[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 29, 1991

722

CONSENT AND JOINDER TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WESTCHESTER ASSOCIATION OF METROWEST

BARNETT BANK OF CENTRAL FLORIDA, N.A., the current holder by Assignment of Mortgage and Assignment of Notice of Future Advance dated August 6, 1985, and recorded in Official Records Book 3673, page 646, of the Public Records of Orange County, Florida, of that certain Mortgage and Security Agreement which is dated December 19, 1983, and is recorded in Official Records Book 3453, page 1768, Public Records of Orange County, Florida, and has subsequently been modified by Modification recorded in Official Records Book 3482, page 910, Official Records Book 3673, page 647, and Official Records Book 3738, page 165, all of the Public Records of Orange County, Florida, by execution hereof consents to the placing of these covenants and restrictions on the Property and further covenants and agrees that the lien of its Mortgage shall be and stand subordinate to such covenants and restrictions as if said covenants and restrictions had been executed and recorded prior to the recording of its Mortgage. Notwithstanding the foregoing, the liens for assessments pursuant to the Declaration of Covenants and Restrictions shall be subordinate to the lien of any First Mortgage as provided in Paragraph 7.10 thereof.

Signed, sealed and delivered
in the presence of:

BARNETT BANK OF CENTRAL
FLORIDA, N.A.

Amber Van Varenberg
Sherry L. Wisnata

By C. Thomas Dick

Attest Bonnie L. Lane

(bank seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this
22nd day of March, 1988, by C. Thomas Dick, as
Senior Vice President, and _____, as
_____, on behalf of BARNETT BANK OF CENTRAL
FLORIDA, N.A.

Thomas A. Givler
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES NOV. 17, 1991.
I SHALL BE A NOTARY PUBLIC UNDERWRITER.

RECORDED & INDEXED VERTER

Thomas A. Givler
County Commissioner, Orange City, FL

307-30723