

This instrument prepared by
and please return to:
CAREY L. HILL, Esquire
GILES & ROBINSON, P.A.
390 N. Orange Ave., Suite 800
Orlando, Florida 32801
(407) 425-3591

**DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS OF
FIELDSTREAM NORTH**

THIS DECLARATION, made on this 14th day of April,
1998, by LAKE UNDERHILL NORTH, INC., a Florida corporation (hereinafter referred to as
"Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Orange County,
State of Florida, which is more particularly described as FIELDSTREAM NORTH, according to
the Plat thereof, as recorded in Plat Book _____, Page _____, Public Records of Orange
County, Florida (the "Declaration Property");

WHEREAS, Declarant desires to submit the Declaration Property to this
Declaration;

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

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to FIELDSTREAM NORTH HOMEOWNERS ASSOCIATION, a Florida non-profit corporation, its successors and assigns. A copy of the Articles of Incorporation and the initial Bylaws are attached hereto as Exhibits "A" and "B."

Section 2. "Common Area" shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners and are designated as Tracts 1-B, 1-C, 1-D, 1-E, 1-F, 1-H, 1-J, 1-K, 1-L, 1-Q and 1-R.

Section 3. "Declarant" shall mean and refer to LAKE UNDERHILL NORTH, INC., a Florida corporation, its successors and assigns. Declarant may assign its rights and obligations herein to any person or entity, while at the same time reserving its status as Declarant for Lots owned by Declarant.

Section 4. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of FIELDSTREAM NORTH, together with any supplements or amendments hereto.

Section 5. "Declaration Property" shall mean and refer to that certain real property lying and situated in Orange County, Florida, and more particularly described as FIELDSTREAM NORTH, recorded in Plat Book _____, Page _____, Public Records of Orange County, less any tracts shown thereon as dedicated to Orange County or any other governmental entity.

Section 6. "Development" shall mean and refer to FIELDSTREAM NORTH, a residential community, located in Orange County, Florida, as more particularly described in the Plat thereof, as recorded in Plat Book _____, Page _____, Public Records of Orange County, Florida, and such additions thereto as may hereafter be submitted to this Declaration.

Section 7. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Declaration Property with the exception of the Common Area and Tracts 1-A, 1-M, and 1-N, and which numbered plot of land is intended to be a building site for a residence.

Section 8. "Member" shall mean and refer to those Owners entitled to membership in the Association as set forth in Article III.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, including builders purchasing the lots from the Declarant, of a fee simple title to any Lot which is a part of the Declaration Property, including contract sellers, but excluding those who have such interest merely as a security for the performance of an obligation.

Section 10. "Plat" shall mean and refer to any recorded or unrecorded subdivision map or maps of all or a portion of the Declaration Property.

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ARTICLE II
PROPERTY RIGHTS

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

- (a) the right of the Association to charge reasonable admission and other fees and to establish reasonable rules for the use of the Common Area and any recreation facility contained thereon;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility or to mortgage the Common Area for such purposes and subject to such conditions as may be agreed to by the Members.

No such dedication, transfer, or mortgage shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded.

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

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

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

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

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Class B. Class B Member(s) shall be the Declarant and shall be entitled to two hundred thirty three (233) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) on January 1, 2007.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creations of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Declaration Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) individual

such assessments to be established and collected as hereinafter provided. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Declaration Property and for the improvement and maintenance of the Common Area. The Association shall also be responsible for the annual ground water monitoring program required by Orange County pursuant to the conditions of approval for the Fieldstream P.U.D.

Section 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 ONE HUNDRED FIFTY AND NO/00 DOLLARS (\$150.00) per Lot.

(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 each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership of the Association.

(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 more than fifteen (15%) percent above the maximum assessment for the previous year 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.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a

special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement or acquisition of a capital improvement upon Common Area, including the 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.

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Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and

4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Individual Assessments. The Association may impose an individual assessment upon any Owner whose use or treatment of Common Areas, or Lot is not in conformance with the standards as adopted by the Association or which increases the maintenance cost to the Association above that which would result from compliance by the Owner with the use restrictions imposed by this Declaration. The amount of such assessment shall be equal to such cost incurred plus 10% of the costs for administration and may be enforced in the manner provided for any other assessment.

Section 7. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Notwithstanding anything contained herein to the contrary, the Declarant, as a Class B Member, shall not be obligated to pay annual assessments but, in lieu thereof, may elect to subsidize any deficit the Association might experience.

Section 8. Date of Commencement of Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

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Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate established by First Union National Bank of Florida as its "Prime Rate" plus two (2) percentage points and shall constitute a lien against the defaulting Owner's Lot. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

Section 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. The sale or transfer of any Lot pursuant to a 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 other sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No mortgagee is required to collect any assessments. Failure to pay assessments does not constitute a default under an FHA-issued mortgage.

**ARTICLE V
ARCHITECTURAL REVIEW**

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Declaration Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Committee ("ARC") composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Provided, however, once a set of plans has been approved by the ARC, Builders shall not be required to submit another set to the ARC if it builds the same house and floor plan on another Lot, except for the purpose of approving exterior paint colors.

**ARTICLE VI
RESTRICTIONS**

Section 1. Residential Use. The Lots shall be used for residential purposes only.

No structure shall be erected or permitted to remain on any Lot other than a residential dwelling. No garage shall be used or converted to living quarters. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation.

Section 2. Vehicular Parking and Inoperative Vehicles. No vehicle shall be parked on any part of the Declaration Property, except on paved streets, paved driveways or garages. No motorcycles, trailers, boats, campers, trucks, commercial vehicles, mobile homes or motorized recreational vehicles may be parked on the Declaration Property unless parked inside garages and concealed from public view or in the case of commercial vehicles unless

present on business; provided, however, fully-operable passenger automobiles, motorcycles, vans or trucks of one-half (1/2) ton capacity or less may be parked in the driveway appurtenant to each Lot. No inoperative automobiles, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, unless parked inside garages and concealed from public view. No repair or maintenance work may be performed on any vehicle unless done so inside the garage and concealed from public view.

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Section 3. Signs.

(a) Except as otherwise permitted herein, no sign or any character shall be displayed or placed upon any Lot, except "For Sale" or "For Rent" signs, which may refer only to the particular Lot on which displayed, and shall not exceed thirty-six inches (36") by twenty-four inches (24").

(b) Nothing contained in this Declaration shall prevent Declarant, or any person designated by Declarant, from erecting or maintaining such commercial and display signs as Declarant may deem advisable for development purposes, provided such are in compliance with the appropriate governmental regulations applicable thereto.

Section 4. Aerials. No exterior radio or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, shall be erected on any Lot in such a way as to be visible from the exterior of such Lot, except that a master antenna system or systems may be constructed and maintained by the Association or its designee. The Board of Directors may waive compliance with this provision for medical reasons, or, if in the opinion of the Board, the placement of the aforementioned items does not constitute a visual nuisance.

Section 5. Electrical Interference. No electrical or electromagnetic signals, machinery, devices or apparatus of any sort shall be used or maintained on any Lot which causes interference with normal television or radio reception received on any other Lot.

Section 6. Household Pets and Livestock. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other usual

household pets may be kept; provided that they are not kept, bred, or maintained for any commercial purpose, they are leashed when off the Owner's premises, and provided that if any of such permitted animals shall, in the sole and exclusive opinion of the Declarant or the Association, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on Lots.

Section 7. Nuisances and Trespassing. No illegal, obnoxious or offensive activity shall be permitted or carried on any part of the Declaration Property, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood or the Development.

Section 8. Re-subdividing. The Lots shall not be re-subdivided, re-platted or divided without the prior written consent of Declarant or the Association as the successor to the Declarant.

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Section 9. Laundry. Clotheslines are not permitted unless they are completely hidden from view of persons off the Lot. No clothing, bedding or other laundry shall be hung over or on any windows, doors, walls, fences or other supports if the same are visible from any street.

Section 10. Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Development without the prior approval of the ARC. All fencing, walls, and landscape buffers shall be maintained in a good condition by the Owner. Notwithstanding anything to the contrary, the Declarant and the Association, as successor of the Declarant, shall have the right, but not the obligation, to install and maintain walls and fences around the perimeter of the Development on individual Lots, with said fences or walls to be maintained by the Association. Additionally, so long as Declarant or a builder designated by Declarant maintains any model homes within the Development, they shall have the right to fence the entire Lot or Lots being used as models without the review or approval of the ARC. The ARC will formulate a fencing guideline manual to assist Owners in the approval of fences and walls.

Section 11. Weeds, Trash and Garbage. The Owner of each Lot shall, at his or her own expense, keep such Lot, including any easement areas located on such Lot, free of weeds, tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and any other unsightly objects and shall keep such Lot at all times in a neat and attractive condition. In the event the Owner fails to comply with this section then, after giving the Owner ten (10) days' written notice, the Association shall have the right, but not the obligation, to go upon such Lot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects from the Lot, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall constitute an individual assessment against the Lot. Such entry by the Association upon a Lot shall not be deemed a trespass.

Section 12. Regulations. Reasonable rules and regulations concerning the appearance and use of the Declaration Property may be made and amended from time to time by the Declarant or the Association, as successor to the Declarant, in the manner provided by the articles of incorporation and bylaws of the Association. Copies of the regulations and amendments thereto shall be furnished by the Association to any Owner a resident of the Development upon request.

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Section 13. Casualties. In the event a dwelling or any part thereof is damaged or destroyed by fire, casualty or otherwise, or in the event any improvements upon the Common Areas are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall within one (1) month clear all debris resulting therefrom, and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of the Common Area, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

Section 14. Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage on any Lot or Common Area, or any part or parts thereof, shall be

substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the ARC.

Section 15. Set-Backs. All building set-backs shall be in accordance with applicable zoning regulations, and any variances thereof permitted.

Section 16. Character of Homes.

(a) No dwelling shall have a square foot area of less than nine hundred (900) square feet, exclusive of screened areas, open porches, terraces, patios and garages. All dwellings must have a two car garage.

(b) No dwelling shall exceed two (2) stories in height.

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

(d) Dwellings shall not have an exposed structural block, imitation brick, or simulated stone face.

(e) All dwellings shall be constructed with solid concrete driveways or decorative pavers approved by the ARC.

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(f) All oil, soft water tanks, well pumps, wood piles or other ancillary or mechanical equipment, shall be suitably screened so as not to be visible from any Lot or street. Use of window or wall unit air conditioners is prohibited.

Section 17. Drainage. No elevation changes shall be permitted which materially adversely affect the surface grade or drainage of or to surrounding property.

Section 18. Landscaping.

(a) All Lots shall have entire solid sodded front, side and rear lawns, except in approved landscape areas as submitted on the landscape plan.

(b) While sprinklers are not required, it is recommended that front and side yards of all Lots have a one hundred percent (100%) underground installed sprinkler system with automatic timer.

The Owner shall, at his own expense, design and install all landscaping on the Lot in accordance with these provisions. If, at the time construction of a dwelling is completed, the Owner has not installed said landscaping, the Declarant may, at the expense of the Owner, design and install all landscaping on the Lot, which expense shall constitute an individual assessment against the Lot.

Section 19. Accessory Structures. No tent, shack, garage, trailer, barn or other temporary or accessory building shall at any time be erected and used temporarily or permanently as a residence or for any other purpose, except as approved by the ARC; provided, however, temporary buildings, mobile homes or field construction offices may be used by Declarant or Ryland and contractors in connection with construction work.

Section 20. Refuse Collection. All trash, garbage or other refuse shall be maintained in a location not visible from the front property line, and shall be placed for pickup not earlier than the evening preceding pickup, and any and all containers for such trash, garbage or refuse shall be returned no later than the evening of the pickup to their normal location. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any property within the Declaration Property land if it renders the land or any part thereof unsanitary, unsightly, offensive, or detrimental to the Development or any Lot. Notwithstanding anything contained herein to the contrary, it is understood that Declarant reserves the right to maintain normal construction debris on any Lot until the Certificate of Occupancy for any dwelling located on such lot is issued; provided, however, during construction of dwellings, Lots shall be cleaned and cleared of debris not less than two (2) times during such period.

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Section 21. Ordinances. Every Owner, their licensees, guests, invitee and tenants shall at all times abide by all county or other governmental ordinances, including, but not limited to, ordinances with regard to pets, leases, parking and conduct.

Section 22. Pumping. The Owners of any Lot which includes or is adjacent to a pond, creek, bay head, drainage area or other body of water shall not draw down said body of water by pumping or draining therefrom.

Section 23. Mail Boxes If Required By Declarant. All mail boxes will be of a uniform design to be determined by the Declarant.

Section 24. Declarant's Use. Until Declarant has completed all of the contemplated improvements and closed the sale of all the Lots, neither the Owners nor the Association nor the use of the Declaration Property shall interfere with the completion of the contemplated improvements and the sale of the Lots. Declarant may make such use of the unsold Lots and Common Area without any charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, construction office, the showing of the Declaration Property and the display of signs and the use of Lots as parking lots notwithstanding anything contained herein to the contrary.

Section 25. Waiver by Declarant. Until such time as the Class B membership has ceased or been converted to Class A membership, the Declarant shall have the right to modify, delete, amend, or waive the enforcement of any Restriction contained in this Article VI.

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ARTICLE VII EASEMENTS

Section 1. Easements. Easements are hereby reserved by the Declarant for utility or drainage purposes on the Declaration Property as indicated on the recorded Plat. The Declarant reserves the right to assign any and all easements, which are not Common Areas, shown on any recorded plat or which are hereafter created for installation of utilities, drainage, or other uses deemed by Declarant to be necessary or appropriate for the service of or ingress and egress to and from the Development. The Declarant hereby reserves and grants for itself and its successors and assigns easements through and across the Declaration Property for purposes of ingress and egress and to provide installation, maintenance, repair and replacement of water, sewer, and utility service and stormwater drainage for the Development. Neither the easement rights reserved herein, nor as shown on the Plat shall impose any obligation on the Declarant to maintain such easements or to install or maintain utilities or any drainage in or under such easements.

Section 2. Maintenance of Easements. The Owners of the Lot or Lots, subject to the easements shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to the easements. Easements on each Lot, including landscape easements and plantings thereon, whether reserved hereunder or as shown on the Plat, or as may have been installed by the Declarant, and all facilities and improvements in such easements shall be maintained continuously by the Owner of the Lot, except for those improvements for which the utility or provider is responsible. With regard to specific easements for drainage as shown on the Plat, the Declarant shall, after prior County approval, have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities on such easements, including slope control areas. No structure, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easements or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels on any easement or which may reduce the size of any ponds, creeks, lakes or other water retention areas which are shown on the Plat or which may be constructed on such easement.

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ARTICLE VIII
MAINTENANCE OF COMMON AREA AND LOTS

Section 1. The responsibility for the maintenance of the Common Area and Lots within the Development shall be as follows:

(a) Common Area. The Association subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and any improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

(b) Lots. Each Lot Owner shall be responsible for the maintenance of his Lot and right-of-way areas, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements located within a Lot. In

the event an Owner fails to maintain the exterior of his Lot in a good, clean, attractive and sanitary condition, or in the event the Board of Directors deems it in the best interest of the Development, then the Association may provide said maintenance after delivery of ten (10) days written notice to the Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot as an individual assessment. The Association shall have a right and easement in and to the land comprising each Lot in order to maintain same in accordance with this Article and said right and easement shall be a covenant running with the land as to each Lot.

(c) Taxes. The Association shall pay all real and personal property taxes and assessments for any property owned by the Association.

(d) Insurance. The Association shall maintain adequate casualty and liability insurance on the Common Area.

(e) Drainage and Utility Easements. The Association shall not be responsible for maintaining any easement areas on individual Lots designated on the Plat as Drainage or Utility Easements. Such drainage and utility easements shall be maintained by the individual Lot Owners.

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Section 2. Prior to conveyance by Declarant of title to the first Lot, Declarant shall convey the title to the Common Area to the Association free and clear of all liens, easements and encumbrances except as set forth in the Plat and those reserved and granted herein, provided, however, for as long as Declarant owns any Lot, Declarant retains an easement for itself, its assigns, agents, invitee and licenses to the extent necessary to complete construction of the Development or any portion thereof, to show and sell Lots including the unrestricted right to erect signs, and to use the Common Area for ingress and egress and for marketing and sales activities.

Section 3. Tracts 1-D, 1-E, 1-F, and 1-H are Conservation Areas and are dedicated to the Fieldstream North Homeowners Association, Inc., its successors and/or assigns. Development rights to these Tracts are hereby dedicated to Orange County. No construction, clearing or alteration is allowed within these Tracts unless approved by Orange

County and other jurisdictional agencies. A drainage easement is hereby granted to Orange County these Tracts.

ARTICLE IX GENERAL PROVISIONS

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

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

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Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Except as provided for in Article X herein, this Declaration may only be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. All amendments must be recorded.

Section 4. Annexation. Declarant has an option to purchase property adjacent to the Declaration Property and intends to develop said property and plat the same into approximately seventy-five (75) building lots as Fieldstream North, Phase 2 (hereinafter referred to as Phase 2). When Phase 2 has been platted and said plat has been recorded in the Public Records of Orange County, Florida, these restrictions shall automatically be extended to the Phase 2 property as if the Phase 2 property were part of this original Declaration.

ARTICLE X AMENDMENTS, MODIFICATIONS, AND WAIVERS BY DECLARANT

Notwithstanding any provisions of this Declaration to the contrary, Declarant, its successors and assigns, reserve the right and authority, without the consent of any other Lot

Owner, to amend, modify, or grant exceptions or variances to any condition, obligation, restriction or requirement contained herein until the class B membership is converted to Class A membership.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14th day of April, 1998.

"Declarant"

LAKE UNDERHILL NORTH, INC., a Florida corporation.

By

Carey L. Hill, Vice-President

Witness

Dennis S. Casey
Print Name

[Corporate Seal]

Witness

Suzan D. Russell
Print Name

1017 E. South Street
Orlando, Florida 32801

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STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of April, 1998, by CAREY L. HILL, as Vice-President of LAKE UNDERHILL NORTH, INC., a Florida corporation. Said persons ~~did~~/did not take an oath and (check one) ☒ are personally known to me, ☐ produced a drivers' license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit:



SUZAN D. RUSSELL
COMMISSION # CC 718327
EXPIRES MAR 6, 2002
BONDED \$100
ATLANTIC BONDING CO., INC.

Notary Public

Print Name Suzan D. Russell

Commission No.: CC 718327

My Commission Expires: 3/6/02

a:\decl-crr.nor
April 14, 1998