

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
HIDDEN BEACH HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION, made on the date hereinafter set forth by MEMPHUS CORPORATION hereinafter referred to as "Declarant."

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in the County of Orange, State of Florida, which is more particularly, described in Schedule A attached hereto.

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

**ARTICLE I  
DEFINITIONS**

Section 1. "Association" shall mean and refer to HIDDEN BEACH HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time assessments become payable is described in Article IV, Section 12.

Section 5. "Lot" shall mean and refer to any plot of land, with the exception of the Common Area, shown upon any recorded subdivision map of the Properties, the dividing line of which shall be designated by the developer when conveying to an owner.

Section 6. "Declarant" shall mean and refer to MEMPHUS CORPORATION, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**ARTICLE II  
PROPERTY RIGHTS**

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

- (a) the right of the Association to charge reasonable admission and other fees for special events and for the use by guests of members of any recreational facility situation upon the Common Area. Guests shall be permitted and fees for the admission of guests shall be set by rules and regulations adopted by the Board of Directors. Special events shall be limited to owners, tenants and guests of owners and/or tenants.
- (b) the right of the Association to suspend the voting rights and right to use 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 60 days for any infraction of its published rules and regulations.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchases 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 one class of voting membership.

Section 3. The election of the directors of the Association shall be in accordance with the Articles of Incorporation of the Association and the first Board of Directors shall remain until the earlier of the dates listed below:

- (a) the date when the last Lot has been sold to an initial Purchaser
- (b) when the Declarant elects to terminate his control of the Board of Directors.

On the occurrence of the earliest of one of the two dates set forth in (a) through (b) above, the Declarant hereby covenants that the majority control of the Association shall be in the Owners of Lots including those held by the developer and not sold. The Declarant hereby covenants and agrees that the Association will not convey or transfer (or enter into a contract for same) the Common Area prior to the date control of the Association is in Owners other than the Declarant.

**ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and personal obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed 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, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, 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 became 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 and safety, of the residents of the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the Common Area to the Association, the maximum annual assessment shall be two hundred dollars (\$200.00) per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the Common Area to the Association, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special 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 cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of the 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-third (1/3) of the members entitled to vote at the meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessment must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or semi-annual basis, in advance.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. Declarant agrees to convey the Common Area to the Association no later than January 1, 1987. 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 third (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 certification of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance. No regular assessment shall be levied against a lot until the said lot has been conveyed with a home on it.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum but not to exceed the maximum legal rate of interest. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Non-use of the Common Area or abandonment of a lot shall not relieve owner of liability for any assessment.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the Lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any 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.

Section 10. The Association shall maintain the landscaping in tracts A, B, C, and D as shown on the Plat of HIDDEN BEACH. The Association shall further maintain the landscaping on all dedicated rights of way, dedicated retention areas and common areas within the properties.

Section 11. Tracts A-D to be dedicated to the Association which shall carry out all the maintenance required to upkeep these areas. All development rights on tract D dedicated to Orange County.

Section 12. Common areas include tracts A-D plus all dedicated access easements as shown on the plat.

## **ARTICLE V GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges nor or hereafter imposed the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment shall become effective only upon recordation. Developer shall have the right to amend this Declaration until January 1, 1986, provided such amendment does not materially affect the rights of any Owner or Mortgagee who shall have recorded his deed or mortgage prior to recording any such amendment.

No amendment whether by the Lot Owners, Developer or the Declarant may change the provisions contained herein pertaining to Orange County without the County's written consent to such amendment.

No amendment whether by the Lot Owners, Developer or the Declarant may change the provisions of Article IV, Section 4 of this Declaration prior to January 1, 1987.

## **ARTICLE VI USE OF PROPERTY**

Section 1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed 35 feet in height, a private garage for at least two standard size cars and a boathouse. The garage and garage door must be kept in a useable condition. At least 1800 square feet of living space is required.

Section 2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Hidden Beach Property Owners Association (Association) as to quality of workmanship and materials, harmony of external design with existing structures and location with respect topography and finished grade elevation. Earth tones are desired, overly bright colors are frowned upon, color chips may be required both for original colors or subsequent maintenance repainting (staining) and all subsequent repainting must have prior written approval.

Section 3. No noxious or offensive activity shall be carried on upon a Lot and Living Unit nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof: and, further, no horses, cattle, goats, hogs, poultry or other like animals or fowl shall be kept or raised on any Lot or Living Units; provided, however, that nothing herein shall prevent the keeping of a domestic pet and the words domestic pet shall only mean a dog or cat and all domestic pets shall either be kept on a lease or kept within an enclosed area.

Section 4. No sign of any kind shall be displayed to the public view on any lot except, one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. The Developer reserves the right to use structures as it deems necessary for office and/or sales facilities during construction and development of the property.

Section 6. All trash and garbage shall be kept in sanitary containers within a structural enclosure at least 42 inches in height, including a gate or door. If required to be placed at the curb for pickup, trash and garbage containers shall not be placed at the curb sooner than 5:00 P.M. of the day before pickup. All exterior pumps, motors, air conditioning compressors, storage tanks and other mechanical features shall be screened from view from the street and adjacent property either by a decorative structure 42 inches in height or approved landscaping materials.

Section 7. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 8. Each owner of a lot in the subdivision shall maintain the lot in a clean and sanitary condition until the owner has completed the erection of his dwelling. If, after thirty (30) days notice by the Hidden Beach Association the owner has not maintained the lot in a clean and sanitary condition, the Association shall have the right to enter upon the lot to perform such work necessary to render the lot clean and sanitary. If the Hidden Beach Association incurs any expense in connection with fulfilling the obligation of the lot owner, the value of such services shall constitute a lien against the lot which obligation if unpaid upon demand, shall bear interest at ten (10%) percent per annum. Additionally, any such lien for clean-up services may be foreclosed at the option of the Hidden Beach Association. Under no circumstances shall any lien encumbering any lot as a result of the failure of the owner to maintain the lot in accordance with this restriction be superior to any bona fide first mortgage on any such lot. Real Lot Swales to be maintained by individual Homeowners.

Section 9. Orange County, Florida, has required Declarant to install a storm water drainage and retention system within the boundaries of the Properties. No structure, fence or landscaping that interferes with the flow or retention of storm water and no refuse shall be placed upon or allowed to remain on any part of a lot within any easement area for storm water drainage or retention, and the storm water drainage and retention areas, including retention ponds, shall not be filled or otherwise changed so as to alter or block the flow or the quantity of water. Owners of Lots within which any easement for storm water drainage or retention lies shall be responsible for the maintenance of such areas to permit the flow and retention of water in accordance with the storm water drainage and retention system plan required and approved by Orange County, Florida. If any Owner shall fail to comply with any part of all of the restrictions contained in this Section, the Association shall notify the Owner in writing, shall have the right to correct such failure to comply herewith, assess and collect the cost thereof and shall have a lien upon the Lot upon which the work was performed.

Section 10. Each owner of a lot shall be required to put a sidewalk in front of the property, at the homeowner's expense. The exact location, size, and quality shall be determined by the engineering drawings of the subdivision. Said sidewalk shall be completed within one (1) year of closing. The developer will complete sidewalks on lots not sold within two (2) years of platting.

Section 11. Recreational vehicles such as campers and trailers shall not be permitted to be parked in the subdivision unless parked in a completely enclosed garage. In the event of a dispute, the Association in its sole discretion shall determine what constitutes a "recreational vehicle."

Section 12. The composition, location and height of fences and walls must be approved by the Association prior to installation. Except for fences around tennis courts, such fences and walls must be six (6) feet or under except for tennis courts. No chain link fences are permitted.

Section 13. All clothesline should be placed at the rear of and within the area encompassed by a rearward extension of the side lines of said dwelling, and shall be screened from view from adjacent lots, streets and the lake.

Section 14. Flat roofs shall not normally be permitted. The Association may, however, in the Association's sole discretion, approve flat roofs on buildings or other structures of contemporary or modern design, if the Association determines that the harmony of surrounding structures and topography will not be disturbed or adversely affected. No built up roofs shall be permitted, except on approved flat surfaces. A minimum roof shingle weight is to be established by the Architectural Review Board.

Section 15. Orange County may require or permit Declarant to form one or more municipal service tax units (hereinafter "MSTU") for any one or more of the following purposes: (i) maintenance and operation of street lights that will be installed on the Properties, (ii) maintenance of the storm water drainage and retention systems on the Properties, (iii) maintenance of Common Areas, (iv) maintenance of parkways and landscaping, or (v) maintenance of recreational facilities for the use of the Owners. All Lots shall be encompassed within any such MSTU and shall be subject to the restrictions, limitations and tax assessments as may be imposed upon the property within any such MSTU.

Section 16. Any swimming pool or tennis court requires prior written approval of the Association. Lights for tennis courts will not hinder the tranquil use of adjacent properties.

Section 17. In order to implement effective insect, reptile and woods fire control, the Association shall have the right to enter upon any residential Lot on which a residence has not been constructed and upon which no landscaping plan has been implemented, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Association. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

In the event the Association exercises its rights under this Section the cost of the implementation of the aforementioned effective insect, reptile and woods fire control and the cost of any and all trash removal shall be assessed against the Lot or Living Unit and shall be added to and become a part of the annual maintenance assessment or charge to which such Lot or Living Unit is subject, and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects.

Section 18. Use of the Recreation Lot and Common Properties shall be restricted to the Owner of the fee simple or undivided fee simple title to a Lot and Living Unit and guests accompanied by Owner. It shall be the intent hereof that said Recreation Lot and said Common Properties shall be developed and maintained as park areas. Activities upon the Recreation Lot and Common Properties which are loud and would be objectionable to property owners will be strictly prohibited. The Association shall have the authority to set rules and regulations for the use of the Recreation Lot and Common Properties.

Section 19. Docks and boathouses will be located in the center of the water frontage. Structure shall be harmonious with the overall design of the house.

Clearing along conservation area by lot owners is limited for the purpose of constructing elevated walkways and boat docks. Any other clearing of the conservation area requires prior written approval of Orange County.

Section 20. No Lot shall be increased in size by filling in the waters on which it abuts. The elevation of a Lot will not be changes so as to materially affect the surface grade of the surrounding Lots. No filling in front of any Lot or construction of any sea wall shall be permitted without approval from Orange County and the Association.

Section 21. No sewage outflow facilities on the Lot shall be placed or emptied in or upon the shore line waters of any lakes or waterways.

Section 22. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the dates these covenants are recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change the covenants in whole or in part.

Section 23. Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney.

Section 24. The invalidity or unenforceability of any provision or provisions contained in this Declaration by judgment or court order shall not affect or modify any of the other provisions contained in this Declaration which shall remain in full force and effect.

Section 25. Each owner of a lot in the subdivision shall start the construction of house within twelve (12) months of closing and be completed by six (6) months. Variances may be granted on an individual basis under special circumstances acceptable to the developer.

Section 26. Those access easements as shown on the Plat of Hidden Beach and the sidewalks installed within those easements will be maintained by the Homeowners Association.

**ARTICLE VII  
RIGHT OF ORANGE COUNTY TO MAINTAIN,  
UPON DEFAULT BY ASSOCIATION**

Section 1. In the event the Association fails to properly maintain in a reasonable manner, the Common Area or any portion thereof, the County of Orange ("County") shall have the right, but not the obligation to undertake such maintenance, repair or replacement as may be reasonably necessary. The judgment of the County as to whether or not the standard of maintenance called for in this paragraph is being met shall be final. The right of the County shall not become effective, however, unless written notice shall first be given to the Association of the details of the intended maintenance, repairs, or replacement to be undertaken by the County and 30 days shall elapse after the giving of such notice. If during said 30-day period the Association shall commence and diligently pursue to complete such maintenance, repair or replacement, then the County's right shall terminate.

In the event the County shall expend any money in maintaining, repairing or replacing any part of the common area pursuant to the right given to the County herein, then the County shall have the right to assess all the Owners for such expenditures in the same manner as the Association would have, except that the County shall not be subject to any limit established herein. Any such assessment levied by the County shall be subject to collection by the County by any of the remedies given to the Association for collection of assessments, and such assessments shall be a lien on all the land affected by this Declaration, proportionately allocated to each Owner.



Section 2. Any amendment which would affect the surface water management system, including the water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District. **[Reference -- Book 3621, Page 2502; March 5, 1985]**

**ARTICLE VIII  
ARCHITECTURAL REVIEW BOARD**

Section 1. There shall be an architectural review board which shall operate as a permanent committee of Hidden Beach Homeowners Association, Inc. Said committee shall have full power and authority to review and approve the architectural and engineering plans for the construction of any improvement on any lot within Hidden Beach. No structures shall be erected unless the same shall have been approved by the architectural review board prior to the commencement of construction. All owners shall submit all plans and a fee of \$50.00 to the Architectural Review Board, at least two (2) weeks before actual construction begins. All subsequent submittals on the same property shall be accompanied by a fee of \$25.00.

Section 2. Penalty for failure to obtain approval. In the event any Owner shall fail to obtain prior written approval of Owner's architectural plans, the Association shall have the authority to seek a restraining order in a court of competent jurisdiction. Said court shall have the authority to issue a temporary and permanent restraining order and, in the event the structure shall be under construction or completed, said court shall have the authority to order the owner to remove said structure and restore the lot to its then previous condition, all at the expense of Owner.

Section 3. Membership of architectural review board. The architectural review board shall consist of not less than three (3) people nor more than nine (9) people at any one time. Members of the architectural review board shall serve staggered terms of three (3) years each. The members of the architectural review board shall be appointed by a majority vote of the Board of Directors of the Association.

Section 4. Declarant to appoint members. Until Declarant shall have sold all of the lots within Hidden Beach, Declarant shall have the full authority to appoint all of the members of the architectural review board. Upon the sale of the last lot by Declarant, the term of the then members of the architectural review board shall terminate thirty (30) days after the recording of the deed of the last lot sold by Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 27<sup>th</sup> day of September, 1984.

WITNESSED:

MEMPHUS CORPORATION

[Signature Illegible]

[Signature Illegible]

[Signature – Jack Ray]

**SCHEDULE A  
LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN SOUTH 89° 52' 06" EAST ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 13 A DISTANCE OF 1340.56 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 13; THENCE SOUTH 01° 10' 18" EAST ALONG THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 13 A DISTANCE OF 1032.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 582.83 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 56' 57" A DISTANCE OF 314.82 FEET FOR A POINT OF BEGINNING ON THE NORTH LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 13; THENCE FROM A TANGENT BEARING OF SOUTH 32° 07' 15" EAST CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 582.83 FEET A DISTANCE OF 7.55 FEET THROUGH A CENTRAL ANGLE OF 00° 44' 31" TO A LINE OF OCCUPATION; THENCE NORTH 89° 41' 41" EAST ALONG SAID OCCUPATIONAL LINE A DISTANCE OF 533.05 FEET TO THE NORTH LINE OF SAID SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 13; THENCE SOUTH 89° 37' 50" EAST ALONG SAID NORTH LINE A DISTANCE OF 681.93 FEET TO A LINE OF OCCUPATION; THENCE SOUTH 00° 29' 05" WEST ALONG SAID OCCUPATIONAL LINE A DISTANCE OF 1317.91 FEET TO A LINE OF OCCUPATION; THENCE NORTH 89° 45' 38" WEST ALONG SAID LINE 1263.16 FEET TO A LINE OF OCCUPATION; THENCE NORTH 01° 44' 06" WEST ALONG SAID OCCUPATIONAL LINE A DISTANCE OF 71.50 FEET TO THE WEST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 13; THENCE, NORTH 01° 10' 18" WEST ALONG SAID WEST LINE A DISTANCE OF 1242.48 FEET TO AN AFOREMENTIONED LINE OF OCCUPATION; THENCE NORTH 89° 41' 41" EAST ALONG SAID OCCUPATIONAL LINE A DISTANCE OF 28.51 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 632.83 FEET; THENCE FROM A TANGENT BEARING OF NORTH 30° 00' 48" WEST RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 44' 02" A DISTANCE OF 8.10 FEET TO THE AFOREMENTIONED NORTH LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 13; THENCE RUN SOUTH 89° 37' 50" EAST ALONG SAID LINES 58.36 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 38.815 ACRES MORE OR LESS.

***[Stamped: "Recorded & Record Verified" County Comptroller, Orange Co., FL]***

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, this day personally appeared [Signature illegible], and by an oath by me duly administered, acknowledged before me that he is duly authorized to and did execute the foregoing document.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal at Orange County, Florida, this 27<sup>th</sup> day of September, 1984. [Signature illegible] Notary Public

***[NOTE: This document was retyped on June 1, 2009 to make it more legible for the homeowners. The source document is stamped on the first page as follows: APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT THEIR MEETING October 29, 1984. It was also date stamped November 1, 1984, 3:53 PM with Orange County Reference # 2219502 and recorded in Book 3572, Pages 1511 through page 1521.]***