

**AMENDED AND RESTATED DECLARATION  
OF  
RESTRICTIVE COVENANTS  
FOR  
CAPE ORLANDO ESTATES  
(Wedgefield)**

**Recorded December 31, 2002**



Wedgefield Homeowners Association  
P.O. Box 905  
Christmas, FL 32709

Prepared by and return to:  
Elizabeth A. Lanham-Patrie, Esq.  
Taylor & Carls, P.A.  
850 Concourse Pkwy S., Ste.105  
Maitland, FL 32751-6145



INSTR 20020640177 OR BK 06724 PG 4431 RECD 12/31/2002 10:44:06 AM  
MARTHA O. HAYNIE, COMPTROLLER, ORANGE COUNTY  
REC FEE 289.50

**AMENDED AND RESTATED DECLARATION  
OF  
RESTRICTIVE COVENANTS  
FOR  
CAPE ORLANDO ESTATES  
(Wedgefield)**

This Amended and Restated Declaration of Cape Orlando Estates (Wedgefield) is made and entered into this 18th day of Dec., 2002 by Southeast Community Properties, Inc., a Florida Corporation (hereinafter referred to as the "Declarant").

**WITNESSETH:**

WHEREAS, ALL-STATE DEVELOPMENT CORPORATION (hereinafter referred to as "All-State"), did establish certain Restrictive Covenants recorded at Official Records Book 1188, Page 241, Public Records of Orange County, Florida (hereinafter referred to as the "All-State Restrictions"); and

WHEREAS, the All-State Restrictions purported to encumber certain land in East Orange County, including the "Properties" as hereafter described; and

WHEREAS, All-State did amend the All-State Restrictions recorded at Official Records Book 1290, Page 791, Public Records of Orange County, Florida (hereinafter referred to as the "Amendment to All-State Restrictions"); and

WHEREAS, All-State, by virtue of its bankruptcy, failed to carry out its intended plan of development as contemplated by the All-State Restrictions and, in fact, did abandon said plan and scheme of development; and

WHEREAS, Cape Orlando Corp. as the successor in interest to All-State following its bankruptcy, acquired title to all of the land previously owned by All-State, became the Declarant and recorded a Declaration, which renamed the Properties from Rocket City to Cape Orlando Estates, recorded at Official Records Book 1855, Page 292, Public Records of Orange County (hereinafter referred to as the "Cape Orlando Declaration"); and

WHEREAS, Cape Orlando Corp. did itself record a Declaration of Restrictive Covenants for CAPE ORLANDO ESTATES recorded at Official Record Book 2063, Page 172, Public Records of Orange County (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration imposed certain restrictions, covenants, conditions and easements upon that certain land ( the "Properties") described in the Supplemental Declaration of Restrictive Covenants recorded at Official Record Book 2063, Page 181, Public Records of Orange County, Florida (hereinafter referred to as the "Supplemental Declaration"); and

WHEREAS, CAPE ORLANDO CORP., as Declarant, recorded the First Amendment to Declaration of Restrictive Covenants for Cape Orlando Estates at Official Records Book 3620, Page 2160, of the Public Records of Orange County, Florida (hereinafter referred to as "Amended Declaration"); and

WHEREAS, CAPE ORLANDO CORP., changed its name to WEDGEFIELD DEVELOPMENT CORPORATION; and

WHEREAS, WEDGEFIELD DEVELOPMENT CORPORATION, as the Declarant, recorded an Amendment to the Amended Declaration at Official Records Book 4080, Page 2038, of the Public Records of Orange County, Florida (hereinafter referred to as the "First Amendment"); and

WHEREAS, WEDGEFIELD DEVELOPMENT CORPORATION changed its name to MAGNA PROPERTIES, INC.; and

WHEREAS, MAGNA PROPERTIES, INC., transferred, assigned and delegated all of its rights, responsibilities and obligations as Declarant under the Amended Declaration and its amendment to MAGNA COMMUNITY DEVELOPMENT CORPORATION ("MCDC") by an instrument recorded at Official Records Book 5090, Page 4171, of the Public Records of Orange County, Florida; and

WHEREAS, MCDC, as Declarant, recorded an Appointment of Co-Declarant for Designated Purposes at Official Records Book 5111, Page 4839, of the Public Records of Orange County, Florida (hereinafter referred to as "Appointment") whereby MCDC transferred, assigned and delegated certain covenant enforcement and architectural control rights, privileges and obligations under the Amended Declaration, and the First Amendment, to WEDGEFIELD HOMEOWNERS ASSOCIATION, INC.(hereinafter referred to as the "Association"); and

WHEREAS, the Association is a Florida not for profit corporation and is a voluntary homeowners association created for the purposes of providing for the maintenance, preservation and architectural control of the residential lots located within the Properties; and

WHEREAS, MCDC merged into MAGNA PROPERTIES, INC., thereby restoring to MAGNA PROPERTIES, INC. its status as Declarant under the Amended Declaration, and the First Amendment; and

WHEREAS, MAGNA PROPERTIES, INC., transferred, assigned and delegated all of its rights, responsibilities and obligations as Declarant under the Amended Declaration, and the First Amendment, to SOUTHEAST COMMUNITY PROPERTIES, INC. ("SOUTHEAST") by an instrument recorded at Official Records Book 5779, Page 896, of the Public Records of Orange County, Florida; and

WHEREAS, SOUTHEAST as the Declarant, recorded a Second Amendment to the Declaration at Official Records Book 6198, Page 2315, of the Public Records of Orange County, Florida (hereinafter referred to as "Second Amendment"; however, this document is not titled Second Amendment on the document itself); and

WHEREAS, SOUTHEAST, as Declarant, recorded an Amended Appointment of Co-Declarant for Designated Purposes at Official Records Book 6480, Page 2597, of the Public Records of Orange County, Florida (hereinafter referred to as "Amended Appointment") whereby SOUTHEAST transferred, assigned and delegated to the Association its rights and privileges of enforcement of the covenants and Guidelines under the Amended Declaration, and all of its amendments; and

WHEREAS, SOUTHEAST, as the Declarant, caused a Third Amendment to the Declaration recorded in Official Records Book 6530, Page 5360, of the Public Records of Orange County, Florida (hereinafter referred to as "Third Amendment"); and

WHEREAS, the Amended Declaration provides in Section 7.9 thereof that it may be amended or modified at any time by Declarant; and

WHEREAS, Declarant has determined that it is in the best interest of the owners of land within the Properties to restate and amend said Amended Declaration and its amendments for the purpose of assuring the continued development of the Properties and preservation of the Properties as an attractive, quality community; to eliminate possible ambiguity in the terms of the Amended Declaration and its amendments; to clarify and amend the use restrictions and certain other provisions of the Amended Declaration and its amendments; to more accurately define Declarant's uniform plan and scheme of development for the enhancement and protection of the value of the Properties for the benefit and enjoyment of all affected land owners; and assure enforcement of the Declaration.

NOW, THEREFORE, pursuant to the authority reserved to the Declarant in the Amended Declaration, the Declarant declares that the real property, described as Properties in Section 1.2 except for the Commercial Lots, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Amended and Restated Declaration of Restrictive Covenants for Cape Orlando Estates (Wedgfield), as the same may from time to time be amended in the future, and that such covenants and restrictions shall run with the real property and be binding on all parties having any right, title, or interest in the Properties as defined herein, including their heirs, personal representatives, successors and assigns.

This Amended and Restated Declaration of Restrictive Covenants for Cape Orlando Estates (Wedgfield) specifically and completely supercedes and replaces the All-State Restrictions, Amendment to All-State Restrictions, the Cape Orlando Declaration, Declaration, Supplemental Declaration, Amended Declaration and the First, Second and Third Amendments to the Amended Declaration, all as referred to above.

## **ARTICLE I**

### **DEFINITIONS**

Section 1.1 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Lot which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation. If a lot is held in Trust, then the Trustee shall be considered to be the Owner of the Lot for all purposes stated herein. If the lot is held by a Life tenant pursuant to a Life Estate, then the Life tenant shall be the Owner of the Lot for all purposes stated herein.

Section 1.2 "Properties" shall mean and refer to that certain real property described in Exhibit "A".

A. "City" shall mean or refer to that certain real property



described in Exhibit "A1".

B. "Estates" shall mean or refer to that certain real property described in Exhibit "A2".

C. "Villas" shall mean or refer to that certain real property described in Exhibit "A3".

D. "Commercial Lots" shall mean or refer to that certain real property described in Exhibit "A4". This Amended and Restated Declaration shall not apply to the Commercial Lots and shall not run with the land of the Commercial Lots. The Commercial Lots, however, are still bound by the Amended Declaration recorded at O.R. Book 3620, Page 2160, the First Amendment recorded at O.R. Book 4080, Page 2038, the Second Amendment recorded at O.R. Book 6198, Page 2315, and the Third Amendment recorded at O.R. Book 6530, Page 5360 all of the Public Records of Orange County, Florida.

Section 1.3 "Lot" shall mean and refer to any plot of land or tract of land shown upon any recorded subdivision plat or map of the Properties or any portion thereof held in separate fee-simple title. The word Lot shall also include the Residence located thereon when one has been constructed on the Lot.

Section 1.4 "Declarant" shall mean and refer to Southeast Community Properties, Inc. its successors and assigns, provided, however, the successors and assigns of Southeast Community Properties, Inc. shall only be considered the Declarant hereunder if the instrument by which such successor or assignee assumes all or a portion of the interest of Southeast Community Properties, Inc. in this development expressly provides that such successor or assignee shall become Declarant hereunder. A builder, contractor or other person who purchases one or more Lots from Declarant for the purpose of constructing Residences shall not be deemed to be a "Declarant" hereunder unless expressly accorded such status by an instrument signed by Southeast Community Properties, Inc., and recorded in the Orange County Public Records.

Section 1.5 "Association" shall mean and refer to Wedgefield Homeowners Association, Inc., its successors and assigns. The Articles of Incorporation and the Bylaws are attached hereto as Exhibits "B" and "C", respectively.

Section 1.6 "Amended and Restated Declaration" means and refers to this Amended and Restated Declaration of Cape Orlando Estates (Wedgefield) as amended and supplemented from time to time in the future.

Section 1.7 "Member" shall mean and refer to an individual who (a) owns or leases a Lot in the Properties; and (b) who has applied for membership in the Association; and (c) paid the annual dues; and (d) is otherwise in good financial standing with the Corporation.

Section 1.8 "Residence" shall mean and refer to any building or portion of a building situated on a Lot designed and intended to be used and occupied as a single family residence,

whether such residence is attached to another residence (i.e., the Villas) or detached.

Section 1.9 "Wedgefield" shall mean and refer to all the Properties described in attached Exhibit "A".

## **ARTICLE II**

### **LAND USE**

Section 2.1 Subject to the provisions of this Amended and Restated Declaration, all Lots within the Properties shall be used for the construction of one single-family Residence only, except those designated on the recorded plats as allowing for duplexes, multi-family residences, or commercial structures.

## **ARTICLE III**

### **ARCHITECTURAL CONTROL**

Section 3.1 Architectural Control Committee. The Architectural Control Committee (hereinafter referred to as the "ACC") is made up of the Declarant and the Association. Each member shall appoint one individual to serve as its voting member of the Committee. Each member shall have authority to designate one or more additional individuals to represent it on the Committee as non-voting members.

Section 3.2 Requirement of Approval by the ACC. No improvement or structure of any kind, including, without limitation, any building, perimeter wall, or fence shall be erected, placed, altered, modified or changed on any portion of the Properties without the prior written approval of the ACC. Orange County permits or Ranger Drainage District permits do not constitute approval by the ACC.

A. Fences in the City and Villas:

Placement of fences must be behind the front wall line of the Residence;

2. Fences shall not be more than six feet (6') in height;
3. Fences of any kind are not permitted on the Lots on the golf course; and
4. All fences must be maintained in good repair at all times and must be permitted by the Orange County.

B. Fences in the Estates: The requirement of 3.2(A) listed above also apply to the Estates, except that in the Estates fences are allowed on the perimeter of the Lot.

Section 3.3 Method Of Obtaining Approval. In order to obtain the approval of the ACC,

one complete set of plans and specifications for the proposed construction and related landscaping shall be submitted to the ACC for its review prior to starting construction. Such plans and specifications shall include, the proposed location, grade, elevations, shape, dimensions and exterior color plans of buildings and the nature, type of the plant materials to be used. The ACC may also require the submission of additional information and materials as may be reasonably necessary to evaluate the proposed construction, landscaping or alteration. The ACC shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. The ACC shall not be responsible for reviewing, nor shall its approval of any plans and specifications be deemed approval of any plan or design from the standpoint of structural safety or conformance with applicable building codes.

Section 3.4 Approval or Disapproval by the ACC. The ACC shall promulgate architectural guidelines that shall be published to all residents of Wedgefield; however, the Association has the unilateral power to amend these architectural guidelines as it deems necessary. The architectural guidelines shall not be the exclusive basis for any decision, and compliance with the architectural guidelines does not guarantee approval of any application. The ACC shall have the right to refuse any proposed plans and specifications which, in ACC's sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the ACC shall be in writing and shall be sent to the respective Lot owner. In the event the ACC fails to approve or disapprove in writing any proposed plans and specifications within thirty (30) days after submission to the ACC of such plans and specifications and any and all other reasonably requested information and materials related thereto, then said plans and specifications shall be deemed to have been approved by the ACC and the appropriate written approval delivered forthwith. Any disapprovals by the ACC may be appealed to the Association by the Lot owner.

Section 3.5 Payment of Architectural Review Fee Required. The fee described herein shall be referred to as the "Architectural Review Fee" and shall accompany all plans and specifications submitted for approval for New Residence Construction pursuant to this Article III.

A. New Residence Construction. A one-time fee in the amount of Two Hundred Fifty Dollars (\$250.00) shall be due from each Owner upon the submission of plans and specifications for any New Residence Construction pursuant to this Article III. For purposes of this Section 3.5, the term "New Residence Construction" shall mean and refer to the initial construction of a residential dwelling unit upon a vacant lot.

B. Effect of Failure to Pay Architectural Review Fee. Any New Residence Construction which is commenced prior to the payment of the Architectural Review Fee applicable thereto shall be presumed to be unauthorized and in direct violation of this Declaration. If the Owner fails to submit plans, specifications and the Architectural Review Fee upon the commencement of construction of the Residence, the Architectural Review Fee shall increase to Five Hundred Dollars (\$500.00). If the Owner fails to submit plans, specifications and the Architectural Review Fee within thirty (30)

days after commencement of construction of the Residence, the Architectural Review Fee shall increase to Seven Hundred Fifty Dollars (\$750.00). If the Owner fails to submit plans, specifications and the Architectural Review Fee within sixty (60) days after commencement of construction of the Residence, the Architectural Review Fee shall increase to One Thousand Dollars (\$1,000.00).

C. Payment to Co-Declarant. The Architectural Review Fee provided herein shall be paid directly to the Association, and shall be used by the Association, to the extent possible, for the enforcement of this Amended and Restated Declaration, as amended from time to time, and any Rules and Regulations promulgated thereunder and for litigation.

D. Enforcement. So long as the Association shall maintain Co-Declarant status, as provided herein, or is assigned full Declarant status, the Association shall have the right to enforce this Section 3.5 by retaining the services of an attorney for collection of the Architectural Review Fee and/or by bringing any action recognizable at law or in equity, including damages, injunction or any other form of relief, against any Owner violating or attempting to violate same and shall be entitled to recover all costs thereof, including a reasonable attorney's fee, whether or not suit is initiated; otherwise all rights stated herein flow to Declarant.

E. Adjustment to Architectural Review Fees. The Board of Directors of the Association shall have the right to adjust the amount of the Architectural Review Fee provided herein, on an annual basis, as it deems necessary or appropriate in the exercise of its business judgment. However, unless and until Declarant transfers all of its rights, powers, privileges and obligations under this Declaration to the Association, the prior written consent of Declarant shall be required for any adjustment that will increase the amount of the Architectural Review Fee by more than five percent (5%) over the then existing amount.

#### **ARTICLE IV** **PROTECTIVE COVENANTS AND RESTRICTIONS**

Section 4.1 Garages. Each Lot shall have an enclosed garage to accommodate at least two (2) full size automobiles, except for duplexes and multi-family residences.

- A. Garages in the City and the Villas must be attached.
- B. Garages in the Estates may be detached; and
- C. Garages must be constructed of the same material as the Residence and the architectural appearance must compliment the appearance of the



Residence.

Section 4.2 Motorized Vehicles. All motor vehicles shall carry the current year's license tag registration and be maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions or otherwise. No junked or abandoned vehicles of any type shall be kept or located on any Lot or street. All motor vehicles including, but not limited to, automobiles, trucks, trail bikes, motorcycles and dune buggies shall be driven only upon paved streets; no motor vehicle shall be driven on pathways or upon unpaved areas.

Section 4.3 Setbacks and Slab Elevations. Construction setbacks on all Lots shall be determined by the applicable provisions of the Orange County Zoning Code, as amended from time to time. The slab for each Residence shall be concrete on-grade elevation and shall be eighteen inches (18") above the crown of the road.

Section 4.4 Parking.

- A. Overnight parking of all passenger vehicles shall be in driveways, garages or in other areas designated by the Association. Overnight parking of all other vehicles and recreational equipment, including but not limited to travel trailers, work trailers, recreational vehicles, watercraft, boats and boat trailers shall be in garages or parked behind the front wall line of the residence and upon a concrete slab.
- B. Recreational vehicles, watercraft, boats and work trailers may be temporarily parked in the front driveway of the Residence, not to exceed seventy-two hours within a thirty (30) day period;
- C. No buses, tractor-trailers or semi-trucks and any other vehicles that weighs over three (3) tons as required by Orange County shall be parked on the Lots or street except for delivery purposes;
- D. The Declarant or builders and construction personnel are exempt from these parking restrictions, where necessary, during the construction of the Residences;
- E. Except for emergency repairs, no Owner of a Lot shall repair or restore any boat or trailer upon any portion of the Lots or streets. Minor routine maintenance on any passenger vehicle is permitted in the driveway. Bodywork and painting is prohibited on all vehicles and recreational equipment, including but not limited to, passenger vehicles, travel trailers, work trailers, recreational vehicles, watercraft, boats, and boat trailers; and
- F. Parking or storage of all vehicles and recreational equipment, including but not limited to, passenger vehicles, travel trailers, work trailers, recreational vehicles, watercraft, boats, and boat trailers is

prohibited on vacant Lots.

Section 4.5 Pets. Only dogs, cats and other generally recognizable household pets may be kept on the Lots. These pets must be reasonable in number. The Association shall have the sole right to designate what types of animals are classified as "household pets" and what is a reasonable number of pets, taking into account the size of the pet owner's Lot. Proper restraint and control must be used in keeping all pets. Dogs shall be on a leash at all times when off the Lot; however, dogs may be off a leash when in a fenced and secured yard. Pet owners must clear and remove any fecal deposits made by their pets from any and all areas. Breeding of animals for commercial purposes is prohibited.

A. Horses are allowed in the Estates area only. One (1) horse is permitted for the first two (2) contiguous acres and one (1) horse thereafter for each additional acre.

B. The Association is specifically authorized to promulgate additional Rules and Regulations pertaining to this Section, and the Association is specifically authorized to grant a variance to this Section. The requests for a variance must be addressed in writing to the Association and is subject to reasonable procedures adopted from time to time by the Association.

Section 4.6 Trash and Garbage; Burning. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any Lot except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Association. All trash for collection must be placed at curbside no sooner than 6:00 P.M. the evening before collection. All containers, dumpsters or other garbage collection facilities shall be removed from the curbside within twenty-four hours after collection. All containers, dumpsters and other garbage collection facilities and fuel storage tanks shall be either underground or screened from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom. No outside burning or incineration of combustible materials shall be allowed without the prior written approval of the Association. Flammable liquids or solvents are to be stored in metal containers and stored as recommended by manufacturers, local codes and state law.

Section 4.7 Signs. No signs of any type shall be displayed to public view on the Lots or any portion thereof without the prior written consent of the Association, except the following:

- A. One "For Sale" sign or "For Rent" sign per Lot; provided the sign is no larger than two (2) feet by two (2) feet;
- B. Political signs are permitted during election periods and must be removed immediately after the election;
- C. Builder's signs for models and offices; and
- D. Commercial Business signs on vehicles are permitted.

Section 4.8 Utilities Transmission. Within that portion of the Properties described in the

attached Exhibit "D" all public or private transmission and service lines for electrical, gas, telephone and cable television communication services and service lines must be installed and buried underground, where permitted, in accordance with applicable governmental codes, provided, however, an above ground power pole system may be constructed on the perimeter of the properties described in Exhibit "D".

Section 4.9 Sewage Disposal and Water Supply; Special Assessments. All buildings on the Properties shall connect with central water and central sewage systems, except in the Estates, unless permission is granted in writing by the Association permitting the use of septic tanks and/or wells. Notwithstanding the foregoing, wells may be used within the Properties for the sole purpose of lawn watering and irrigation. Landowners who live adjacent to bodies of water can apply for reuse permits from the Ranger Drainage District.

Section 4.10 Size of Residence. Except for residences located on that portion of the Properties described in the attached Exhibit "E", which shall have a minimum size of 1400 (fourteen hundred) square feet, and except for Residences located on that portion of the Properties described in the attached Exhibit "F" which shall have a minimum size of 2200 (twenty-two hundred) square feet, the minimum size of all single-family Residences (exclusive of garages, carports, breezeways, patios and porches) shall be 1700 (seventeen hundred) square feet. Maps which reflect each lot and the minimum square footage for the Residence on each lot are attached as Exhibit "G". The minimum size of all multi-family dwellings (exclusive of carports, breezeways, patios and porches) shall be 800 (eight hundred) square feet per Residence. The ACC, however, does hereby retain the authority to vary the minimum square footage of Residences in its reasonable discretion, either by increasing or decreasing such minimums, provided such variance does not materially detract from the value of the then-existing Residences nor materially deviate from the overall plan of development. Any variance granted hereunder by the ACC shall be in writing and in such form as to be recordable by the grantee thereof in the Public Records of Orange County, Florida.

Section 4.11 Drives and Sidewalks. Ingress and egress for vehicular traffic from the street to any Lot shall be by driveway. All driveways must lead to the Residence or the garage, if the garage is attached to the Residence. All driveways must be in place at the time of completion of the Residence.

A. In the City and Villas, the following is also required:

- 1 All driveways shall be concrete;
- 2 All portions of any Lot facing a street shall be bound by a concrete sidewalk four (4) feet wide and four (4) inches deep, located adjacent to the lot-line and within the street right-of-way; and
- 3 The sidewalk and driveway shall be constructed at the time of construction of the Residence.

B. In the Estates, it is also required that the access gates to the Lots be fifteen feet (15') in width and have a minimum vertical clearance of fourteen feet (14') to

provide access for emergency vehicles.

Section 4.12 Manufactured/Modular homes; Geodesic homes; Mobile Homes. No mobile homes, manufactured/modular homes, or geodesic homes shall be erected or maintained on any Lot. Manufactured/Modular Home is defined as follows: a closed structure, building assembly or system of subassemblies, which may include structural, electrical, plumbing, heating, ventilating, or other service systems manufactured in manufacturing facilities for installation or erection as a finished building or as part of a finished building. The following construction clarifications shall also apply: no pre-assembled modules or parts of a building system may be installed whereas more than one system at a time is used; this does not include single components as related to HVAC air handlers, condensing units, plumbing fixtures, roof trusses, etc.; this does include items such as complete room or house modules containing multiple components with walls, floors, or ceilings that have been pre-assembled in a shop off the job site; and the home shall be constructed on site from individual building materials delivered to the site.

Section 4.13 Nuisance. An Owner, his family and lessees shall not do or keep and shall not cause anything to be done or kept on his Lot which shall constitute a nuisance under the laws of the State of Florida, or which will obstruct or interfere with the rights of other Owners or among other Owners by unreasonable noises, odors or otherwise; nor shall any Owner, his family and lessees commit or permit any nuisance or immoral or illegal act within the Properties.

Section 4.14 Casualty Destruction to Improvements. In the event a Residence or other improvement upon a Lot is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Residence or improvement and diligently continue such rebuilding or repairing activity to completion or (upon a determination by the Owner thereof that the improvements will not be repaired or replaced) promptly clear damaged improvements and grass over and landscape the Lot in a sightly manner. As to any such reconstruction of destroyed Residences, the same shall only be replaced with Residences of a similar size and type as those destroyed and the reconstruction of the Residence must be approved by the ACC pursuant to the requirements of Article III of this Amended and Restated Declaration.

Section 4.15 Maintenance of Rights-of-Way, Swales, etc. Each owner shall maintain in good condition and repair, at his expense, the unpaved portion of any road right-of-way contiguous to his Lot, including, but not limited to, drainage swales and easement areas, driveways and sidewalks. All Lots must be maintained so that the grass and underbrush does not reach a height of eighteen inches (18").

Section 4.16 No Implied Waiver. The failure of the Declarant or the Association to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other rules and regulations now or hereafter promulgated by Declarant or the Association shall in no event be deemed a waiver by the Declarant or the Association, or by any other party having an interest therein, of its right to object to same and to seek compliance therewith in accordance with the provisions of this Amended and Restated Declaration.

**ARTICLE V**  
**EASEMENTS; RANGER DRAINAGE DISTRICT**



Section 5.1 Easements. Declarant and Association hereby reserve unto themselves, and hereby grant to such appropriate utilities and other service companies or providers of the services hereinafter set forth as are from time to time designated by Declarant or Association, easements and rights-of-way over, under, in and upon such portions of the Properties as may be necessary to provide utility services and for ingress and egress for persons and vehicles to provide and maintain such utility services, including, but not limited to, power, sewer, water, drainage, telephone, gas, lighting facilities, irrigation, television transmission and cable television facilities, telecommunications, and security service facilities; provided that all such facilities for any of the foregoing shall be installed underground except those above ground facilities as shall be permitted in writing by the Declarant or the Association in certain sections of the Properties. The foregoing easements and rights-of-way shall be confined to the rear eight (8) feet of every Lot and six (6) feet along each side of every Lot, and within the right-of-way of every street or road within the Properties.

Section 5.2 Ranger Drainage District. All Lots in Wedgefield are within the jurisdictional boundaries of the Ranger Drainage District (the "District"), a water control district organized and operated pursuant to Florida Statutes Chapter 298.

## **ARTICLE VI RESERVATION OF RIGHTS TO DECLARANT**

Section 6.1 Provisions Inoperative as to Declarant. Nothing contained in this Amended and Restated Declaration shall be interpreted or construed to prevent Declarant, its transferees, or its or their contractors or sub-contractors from doing or performing on all or any part of the Properties actually owned or controlled by Declarant, its transferees, or its or their contractors or subcontractors as the case may be, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the Properties, including, without limitation:

(a) Erecting, constructing and maintaining thereon such structures and vehicles as may be reasonably necessary for the conduct of Declarant's business of completing and establishing the Properties as a residential and/or commercial community and disposing of the same in parcels by sale, lease, or otherwise; or

(b) Conducting thereon its or their business of completing and establishing the Properties as a residential and/or commercial community and disposing of the Properties in parcels by sale, lease or otherwise; or

(c) Maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease or other transfer of the Properties and parcels; provided, however, that operations being conducted under this Section 6.1 shall be permitted upon only those parts of the Properties owned or controlled by the party causing or conducting said operations. As used in this Section, the term "its transferees" shall only be deemed to include transferees specifically designated by Declarant as transferees of the rights under this Section 6.1.

Section 6.2 Telecommunications. Declarant hereby reserves unto itself and its designees, assignees and licensees the exclusive right (though no obligation is hereby assumed) to construct

and/or install over, across and upon any portion of the Properties for the use of the Owners and their permitted or authorized guests, invitees, tenants and family members a central or master telecommunications receiving and distribution system, the exact description, location and nature of which has not yet been fixed nor determined.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

Section 7.1 Incorporation into Deeds. Any and all deeds conveying a Lot or any other portion of the Properties shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Amended and Restated Declaration, whether or not the incorporation is specifically set forth by reference in such deed, and acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all the terms and conditions of this Amended and Restated Declaration and the jurisdiction, rights, powers and privileges of Declarant, the ACC and the Association.

Section 7.2 Transferability of Declarant's Right. Notwithstanding anything contained in this Amended and Restated Declaration to the contrary, the Declarant may (but shall not be obligated to) transfer, assign or delegate all or any portion of Declarant's rights, privileges and obligations as set forth herein. To be effective, such transfer, assignment or delegation of Declarant's rights must be in writing, must specify precisely which rights, powers, privileges and obligations are being transferred, assigned or delegated by Declarant, and must be recorded in the Public Records of Orange County, Florida. The Appointment of Co-Declarant for Designated Purposes recorded on August 27, 1996 at OR Book 5111, Page 4839 and the Amended Appointment of Co-Declarant for Designated Purposes recorded on March 18, 2002, at OR Book 6480, Page 2597 are attached as Exhibits "H" and "I" and are incorporated by reference as part of this Amended and Restated Declaration.

Section 7.3 Power of Board of Directors. The Board of Directors shall exercise all powers of the Association not otherwise specifically reserved to the members. Therefore, unless membership approval is specifically required, whenever the Association action is required, such action shall be taken by the Board without the need for membership approval.

Section 7.4 Enforcement. The covenants and restrictions herein contained may be enforced by the Declarant, the Association, or any Owner or Owners of Lots within the Properties, in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorney's fees.

Section 7.5 Notices. Any notices or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States Mail, postage prepaid, to (i) any Owner, at the address of the person whose name appears as the Owner on the tax roles of Orange County, Florida at the time of such mailing and in the absence of any specific address at the address of any Residence or Lot owned by such

Owner; (ii) the Declarant, at 2727 South Ocean Boulevard, #602, Highland Beach, Florida 33487, or such other address as the Declarant shall hereinafter make known to the Owners by reasonable effort, e.g., mailing, posting or hand delivery; and (iii) the Association, at P.O. Box 905, Christmas, FL 32709-0905.

Section 7.6 Captions, Headings and Titles. Article and paragraph captions, headings and titles inserted throughout this Amended and Restated Declaration are intended as a matter of convenience only and in no way shall such captions, headings and titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Amended and Restated Declaration.

Section 7.7 Context. Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 7.8 Attorney's Fees. Any provision in this Amended and Restated Declaration for the collection or recovery of attorney's fees shall be deemed to include, but shall not be limited to, attorney's fees for the attorneys services at all trial and appellate levels, whether or not suit is instituted.

Section 7.9 Severability. In the event any of the provisions of this Amended and Restated Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Amended and Restated Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Amended and Restated Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

Section 7.10 Amendment and Modification. Declarant reserves the right to amend or modify, in whole or in part, any of the terms and conditions of this Amended and Restated Declaration without the requirement of joinder or consent of any of the Owners within the Properties until the occurrence of one of the following:

- a. The Declarant voluntarily transfers its right to amend or modify this Amended and Restated Declaration to the Association; or
- b. January 1, 2007.

Upon the occurrence of a or b above, this Amended and Restated Declaration shall be amended, changed or added to at any time, from time to time, only upon approval of not less than 51% of the eligible voting members in the Association. Should the Declarant amend or modify this Amended and Restated Declaration without joinder or consent of any of the Owners, the amendment or modification must be reasonable, must not materially alter the overall plan of development of the Properties and must not materially increase the liabilities or prejudice the rights of a then-existing

Owner (other than the Declarant) unless the Owner or Owners so affected consent to such amendment in writing.

Section 7.11 Duration. This Amended and Restated Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, easements, regulations, burdens and benefits contained herein shall run with and bind all portions of the Properties and shall insure to the benefit of the Declarant, the Association, the Owners and their respective legal representatives, heirs, successors and assigns until January 1, 2032, after which time this Amended and Restated Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of the initial term or any such ten (10) year extension there is recorded amongst the Public Records of Orange County, Florida an instrument signed by the Owners of at least seventy-five percent (75%) of all of the Lots agreeing to terminate this Amended and Restated Declaration, upon which event this Amended and Restated Declaration shall be terminated upon the expiration of the initial term or the ten (10) year extension thereof during which the notice of termination is recorded.

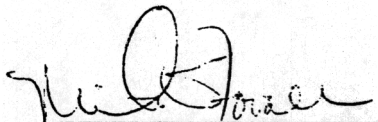
Section 7.12 Rules and Regulations. The Association shall have the authority to adopt and publish Rules and Regulations governing the use of the Common Property and facilities, the use of the Properties and all the Lots within Wedgefield. The Association may enforce the Rules and Regulations in accordance with the terms of this Amended and Restated Declaration.

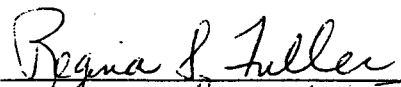
Section 7.13 Tenants and Guests. All of the provisions of this Amended and Restated Declaration and the Rules and Regulations promulgated thereunder shall apply to and be enforceable against all tenants and guests.

Section 7.14 Fines. In addition to all other remedies provided in this Amended and Restated Declaration, the Association shall have the power to impose fines subject to fundamental due process procedures. The Association shall have the right to promulgate Rules and Regulations regarding the implementation of the due process procedures.

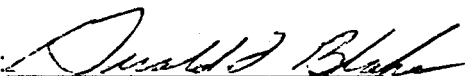
IN WITNESS WHEREOF, this Amended and Restated Declaration of Covenants, Conditions and Restrictions has been executed by the Declarant on the day and year first above written.

WITNESSES:

  
Printed Name: MIKE SPIVALL

  
Printed Name: REGINA S. FULLER

SOUTHEAST COMMUNITY  
PROPERTIES, INC.

By:   
Gerald F. Blake, President  
2727 South Ocean Blvd.  
#602  
Highland Beach, FL 33487



[CORPORATE SEAL]

State of Florida )  
County of SANTA ROSA )

S.S.

THE FOREGOING INSTRUMENT was acknowledged before me this 18<sup>TH</sup>  
day of DECEMBER, 2002, by GERALD F. BLAKE, as President, of  
SOUTHEAST COMMUNITY PROPERTIES, INC., who ☒ is personally known to me or ☐ has  
produced \_\_\_\_\_ (type of identification) as  
identification. He acknowledged executing this document in the presence of two subscribing  
witnesses freely and voluntarily under authority duly vested in him by said corporation and that the  
seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 18<sup>TH</sup>  
day of DECEMBER, 2002.



Regina S. Fuller  
Notary Public

My Commission Expires: 7/27/03

JOINDER AND CONSENT OF  
WEDGEFIELD HOMEOWNERS ASSOCIATION, INC.

WEDGEFIELD HOMEOWNERS ASSOCIATION, INC., by and through its Board of Directors hereby joins and consents to this document and acknowledges its approval of and agreement to the terms, conditions, covenants and restrictions set forth therein.

Signed, Sealed and Delivered  
in the Presence of:

WEDGEFIELD HOMEOWNERS  
ASSOCIATION, INC.

Dianna M. Morris  
Print Name: Dianna M. Morris

Nancy E. Crosby  
Print Name: Nancy Crosby

Charles Leader  
Print Name: CHARLES LEADER

Nancy E. Crosby  
Print Name: Nancy E. Crosby

By: Charles Leader  
Print Name: Charles Leader  
Title: President  
Address: 2438 Bancroft Blvd.  
Orlando, FL 32833

ATTEST:  
By: Dianna Morris  
Print Name: Dianna Morris  
Title: Secretary  
Address: 20940 Reynolds Parkway  
Orlando, FL 32833

STATE OF FLORIDA  
COUNTY OF Orange

THE FOREGOING INSTRUMENT was acknowledged before me this 29 day of Dec, 2002 by CHARLES LEADER, as President, and DIANNA MORRIS, as Secretary, both of WEDGEFIELD HOMEOWNERS ASSOCIATION, INC., who [ ] are personally known to me or [ ] who have produced \_\_\_\_\_ as identification and who [ ] did / did not take an oath. They acknowledge executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and the seal affixed thereto is the true corporate seal of said corporation.

WITNESS by hand and official seal in the County and State last aforesaid on this 29 day of December, 2002.

Steven W. Crosby  
Notary Public - State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



( Notary Seal)  
Steven W. Crosby  
Commission # CC 932522  
Expires April 30, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

**EXHIBIT "A"**

**PROPERTIES**

Rocket City - Unit 1	Plat Book Z, Pages 29 - 31
Rocket City - Unit 2	Plat Book Z, Pages 56 - 57
Rocket City - Unit 3	Plat Book Z, Pages 69 - 70
Rocket City - Unit 4	Plat Book Z, Pages 74 - 81
Rocket City - Unit 1A	Plat Book Z, Pages 71 - 73
Rocket City - Unit 2A	Plat Book Z, Pages 82 - 85
Rocket City - Unit 3A	Plat Book Z, Pages 102 - 105
Rocket City - Unit 4A	Plat Book Z, Pages 110 - 113
Rocket City - Unit 8A	Plat Book Z, Pages 106 - 109
Rocket City - Unit 9A	Plat Book Z, Pages 86 - 88
Cape Orlando Estates - Unit 5	Plat Book 5, Pages 20 - 21
Cape Orlando Estates - Unit 6	Plat Book 6, Page 69
Cape Orlando Estates - Unit 3A	Plat Book 3, Pages 101 - 102
Cape Orlando Estates - Unit 7A	Plat Book 3, Pages 103 - 106
Cape Orlando Estates - Unit 11A	Plat Book 3, Pages 107 - 109
Cape Orlando Estates - Unit 12A	Plat Book 4, Pages 66 - 70
Cape Orlando Estates - Unit 31A	Plat Book 3, Pages 110 - 111

All of the foregoing Plats are filed in the Public Records of Orange County, Florida.

**EXHIBIT "A1"**

**CITY**

1. All of Rocket City - Unit 1 according to the Plat thereof, as recorded at Plat Book Z, Pages 29 through 31, of the public records of Orange County, Florida, less and except:

Tract A, Block 18A, Rocket City - Unit 1 according to the Plat thereof, as recorded at Plat Book Z, Pages 29 through 31, of the public records of Orange County, Florida; and

Tract A, Block 22, Rocket City - Unit 1 according to the Plat thereof, as recorded at Plat Book Z, Pages 29 through 31, of the public records of Orange County, Florida

2. All of Rocket City - Unit 2 according to the Plat thereof, as recorded at Plat Book Z, Pages 56 through 57, of the public records of Orange County, Florida, less and except:

Lots 6 through 33, Block 41, Rocket City - Unit 2 according to the Plat thereof, as recorded at Plat Book Z, Pages 56 through 57, of the public records of Orange County, Florida

3. All of Rocket City - Unit 3 according to the Plat thereof, as recorded at Plat Book Z, Pages 69 through 70, of the public records of Orange County, Florida, less and except:

Tract B, Block 22, Rocket City - Unit 3 according to the Plat thereof, as recorded at Plat Book Z, Pages 69 through 70, of the public records of Orange County, Florida;

Tract C, Block 22, Rocket City - Unit 3 according to the Plat thereof, as recorded at Plat Book Z, Pages 69 through 70, of the public records of Orange County, Florida;

Tract A, Block 48, Rocket City - Unit 3 according to the Plat thereof, as recorded at Plat Book Z, Pages 69 through 70, of the public records of Orange County, Florida;

Tract B, Block 48, Rocket City - Unit 3 according to the Plat thereof, as recorded at Plat Book Z, Pages 69 through 70, of the public records of Orange County, Florida;

Tract C, Block 48, Rocket City - Unit 3 according to the Plat thereof, as recorded at Plat Book Z, Pages 69 through 70, of the public records of Orange County, Florida;

Tract D, Block 48, Rocket City - Unit 3 according to the Plat thereof, as recorded at Plat Book Z, Pages 69 through 70, of the public records of Orange County, Florida; and

Tract J, Block 48, Rocket City - Unit 3 according to the Plat thereof, as recorded



at Plat Book Z, Pages 69 through 70, of the public records of Orange County, Florida.

4. All of Rocket City - Unit 4 according to the Plat thereof, as recorded at Plat Book Z, Pages 74 through 81, of the public records of Orange County, Florida.
5. All of Cape Orlando Estates - Unit 5 according to the Plat thereof, as recorded at Plat Book 5, Pages 20 through 21, of the public records of Orange County, Florida, less and except:

Tract K, Block 1, Cape Orlando Estates - Unit 5 according to the Plat thereof, as recorded at Plat Book 5, Pages 20 through 21, of the public records of Orange County, Florida; and

Tract L, Block 1, Cape Orlando Estates - Unit 5 according to the Plat thereof, as recorded at Plat Book 5, Pages 20 through 21, of the public records of Orange County, Florida.

6. All of Cape Orlando Estates - Unit 6 according to the Plat thereof, as recorded at Plat Book 6, Page 69 of the public records of Orange County, Florida.

EXHIBIT "A2"

ESTATES

1. All of Rocket City - Unit 1A according to the Plat thereof, as recorded at Plat Book Z, Pages 71 through 73, of the public records of Orange County, Florida.
2. All of Rocket City - Unit 2A according to the Plat thereof, as recorded at Plat Book Z, Pages 82 through 85, of the public records of Orange County, Florida.
3. All of Rocket City - Unit 3A according to the Plat thereof, as recorded at Plat Book Z, Pages 102 through 105, of the public records of Orange County, Florida.
4. All of Rocket City - Unit 4A according to the Plat thereof, as recorded at Plat Book Z, Pages 110 through 113, of the public records of Orange County, Florida.
5. All of Rocket City - Unit 8A according to the Plat thereof, as recorded at Plat Book Z, Pages 106 through 109, of the public records of Orange County, Florida.
6. All of Rocket City - Unit 9A according to the Plat thereof, as recorded at Plat Book Z, Pages 86 through 88, of the public records of Orange County, Florida.
7. All of Cape Orlando Estates - Unit 3A according to the Plat thereof, as recorded at Plat Book 3, Pages 101 through 102, of the public records of Orange County, Florida.
8. All of Cape Orlando Estates - Unit 7A according to the Plat thereof, as recorded at Plat Book 3, Pages 103 through 106, of the public records of Orange County, Florida.
9. All of Cape Orlando Estates - Unit 11A according to the Plat thereof, as recorded at Plat Book 3, Pages 107 through 109, of the public records of Orange County, Florida.
10. All of Cape Orlando Estates - Unit 12A according to the Plat thereof, as recorded at Plat Book 4, Pages 66 through 70, of the public records of Orange County, Florida.
11. All of Cape Orlando Estates - Unit 31A according to the Plat thereof, as recorded at Plat Book 3, Pages 110 through 111, of the public records of Orange County, Florida.

**EXHIBIT "A3"**

**VILLAS**

Lots 6 through 33, Block 41, Rocket City - Unit 2 according to the Plat thereof, as recorded at Plat Book Z, Pages 56 through 57, of the public records of Orange County, Florida.

**EXHIBIT "A4"**

**COMMERCIAL LOTS**

1. Tract A, Block 18A, Rocket City - Unit 1 according to the Plat thereof, as recorded at Plat Book Z, Pages 29 through 31, of the public records of Orange County, Florida.
2. Tract A, Block 22, Rocket City - Unit 1 according to the Plat thereof, as recorded at Plat Book Z, Pages 29 through 31, of the public records of Orange County, Florida.
3. Tract B, Block 22, Rocket City - Unit 3 according to the Plat thereof, as recorded at Plat Book Z, Pages 69 through 70, of the public records of Orange County, Florida.
4. Tract C, Block 22, Rocket City - Unit 3 according to the Plat thereof, as recorded at Plat Book Z, Pages 69 through 70, of the public records of Orange County, Florida.
5. Tract A, Block 48, Rocket City - Unit 3 according to the Plat thereof, as recorded at Plat Book Z, Pages 69 through 70, of the public records of Orange County, Florida.
6. Tract B, Block 48, Rocket City - Unit 3 according to the Plat thereof, as recorded at Plat Book Z, Pages 69 through 70, of the public records of Orange County, Florida.
7. Tract C, Block 48, Rocket City - Unit 3 according to the Plat thereof, as recorded at Plat Book Z, Pages 69 through 70, of the public records of Orange County, Florida.
8. Tract D, Block 48, Rocket City - Unit 3 according to the Plat thereof, as recorded at Plat Book Z, Pages 69 through 70, of the public records of Orange County, Florida.
9. Tract J, Block 48, Rocket City - Unit 3 according to the Plat thereof, as recorded at Plat Book Z, Pages 69 through 70, of the public records of Orange County, Florida.
10. Tract K, Block 1, Cape Orlando Estates - Unit 5 according to the Plat thereof, as recorded at Plat Book 5, Pages 20 through 21, of the public records of Orange County, Florida.
11. Tract L, Block 1, Cape Orlando Estates - Unit 5 according to the Plat thereof, as recorded at Plat Book 5, Pages 20 through 21, of the public records of Orange County, Florida.

EXHIBIT "B"  
ARTICLES OF INCORPORATION  
OF WEDGEFIELD HOMEOWNERS ASSOCIATION, INC.

FILED  
1937 JUN -5 PM 1:36  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, acting as the sole incorporator of the corporation, pursuant to §617.001 et seq. of the Florida Not For Profit Corporation Act, hereby adopts the following Articles of Incorporation for the Corporation:

ARTICLE I - NAME

The name of the corporation shall be Wedgefield Homeowners Association, Inc.

ARTICLE II - TERM OF EXISTENCE

The corporation shall begin its corporate existence as of the filing of these Articles of Incorporation and shall exist perpetually thereafter.

ARTICLE III - PURPOSES

The corporation does not contemplate pecuniary gain or profit to the members thereof, and the purposes for which the corporation is formed are to provide for maintenance, preservation, and architectural control of the residential lots and common areas located within the Wedgefield Golf & Country Club and/or Cape Orlando Estates, and/or Rocket City neighborhoods as recorded in the public records of Orange County, Florida, together with all other activities permitted by §617.001 et seq. of the Florida Not For Profit Corporation Act, which further its purposes as specified herein.

ARTICLE IV - MEMBERSHIP

Any person who is an owner of a residence located within Wedgefield Golf & Country Club and/or Cape Orlando Estates and/or Rocket City as recorded in the public records of Orange County, Florida shall be eligible for membership in the corporation. All qualification requirements for members shall be regulated by the By-Laws of the corporation.

INSTR 20020640177  
OK BK 06724 PG 4454

ARTICLE V - REGISTERED AGENT

The address of the corporation's initial registered office shall be Wedgefield Centre, Suite 201, State Road 520, Orlando, Florida 32820, and the name of the corporation's initial registered agent at such office shall be Cary F. Linden.

ARTICLE VI - INITIAL BOARD OF DIRECTORS

(a) The initial number of directors of the corporation shall be eight (8).

(b) The number of directors of the corporation may be increased or decreased from time to time according to the By-Laws adopted by the voting members of the corporation, but shall never be less than the minimum number of directors required by §617.001 et seq. of the Florida Not For Profit Corporation Act.

(c) The names and addresses of the initial members of the Board of Directors, who shall hold office until their successors are duly elected and qualified are:

<u>NAME</u>	<u>ADDRESS</u>
Cary F. Linden	2340 Alabaster Avenue Orlando, Florida 32820
Albert Casini	2644 Abbey Avenue Orlando, Florida 32820
Amy Zelna	2716 Abbey Avenue Orlando, Florida 32820
Ellissa Watts	20706 Melville Street Orlando, Florida 32820
Daniel Hopkins	2339 Alabaster Avenue Orlando, Florida 32820
Karen Ferguson	2647 Alabaster Avenue Orlando, Florida 32820
William Bellville	20827 Melville Street Orlando, Florida 32820
Derrell Driggers	2629 Ardon Avenue Orlando, Florida 32820

ARTICLE VII - INCORPORATOR

The name and address of the incorporator of the corporation  
is Tico Perez, Esquire, 135 West Central Blvd., Suite 1100,  
Orlando, Florida 32801.

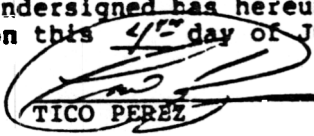
ARTICLE VIII - INDEMNIFICATION

The corporation shall indemnify its directors, officers,  
employees, and agents to the full extent permitted by applicable  
law.

ARTICLE IX - AMENDMENT TO ARTICLES

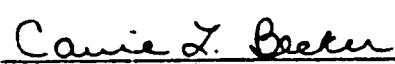
These Articles of Incorporation may be amended in any manner  
permitted by law.

IN WITNESS WHEREOF, the undersigned has hereunto executed  
these Articles of Incorporation this 4<sup>th</sup> day of June, 1987.

  
TICO PEREZ

STATE OF FLORIDA            )  
                                  ) SS:  
COUNTY OF ORANGE        )

The foregoing instrument was acknowledged before me  
this 11<sup>th</sup> day of June, 1987, by TICO PEREZ.

  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires February 5, 1990  
Bonded Thru Brown & Brown, Inc.



INSTR 20020640177  
OR BK 06724 PG 4457

ACCEPTANCE BY REGISTERED AGENT

The undersigned, Cary F. Linden, as Registered Agent appointed in accordance with the foregoing Articles of Incorporation, does hereby accept such appointment, and does hereby state that he is familiar with, and accepts the obligations imposed pursuant to §607.325 of the Florida General Corporation Act.

  
CARY F. LINDEN

EXHIBIT "C"  
Wedgefield Homeowners Association, Inc  
Bylaws

INSTR 20020640177  
OR BK 06724 PG 4458

ARTICLE I- MEETINGS

Section 1 - Annual Meeting. The Annual General Membership meeting of the Association shall be held in the month of December of each year in Orange County, Florida, on a specific date selected by the Board of Directors.

The purpose of the meeting shall be to elect the Officers and Directors for the subsequent year.

Section 2 - General Membership Meetings. Monthly meetings of the members of the Association shall be held on a day, and at a time and location specified in Orange County, Florida by the Board of Directors. There will be a calendar of meeting dates published annually.

Section 3 - Special Meetings. Special General Membership meetings will be held when called by the President at the request of a majority of the Association's Board of Directors or the request of five (5) or more Members of the Association. Written notice of Special Membership Meetings setting forth the purpose, time, and place of the meeting, in Orange County, Florida, will be mailed not less than fourteen (14) days prior to the meeting and shall be deemed delivered when deposited with the United States Postal Service.

Section 4 - Board of Directors Meetings. Meetings for the Board of Directors shall be held at the call of any Board Member with the concurrence of a majority of the Board of Directors membership of the Association in Orange County, Florida.

Section 5 - Notice of Adjourned Meetings. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned or announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted at the original meeting. However, if, after the adjournment, Board of Directors fixes a new date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in Sections 1, 2, & 3 of Article I to each member of record on the new date.

Section 6 - Quorum. The quorum at Association Board of Directors Meetings shall be fifty percent (50%) of the Board membership plus one.

The quorum at General Membership and Special Meetings shall be twenty-five percent (25%) of eligible voting members or twenty (20) eligible voting members; whichever is the lesser. Once a quorum has been established, the subsequent withdrawal of eligible voting members shall not affect the validity of subsequent votes taken at that meeting. A quorum being present, the affirmative vote of the majority shall be the act of the Board of Directors or the Association.

ARTICLE II - MEMBERSHIP

Section 1 - Membership. A Member of the Association is an individual who (a) owns property in Wedgefield or resides in Wedgefield as a lessee; (b) who has applied for membership in the Association; (c) paid the annual dues; and (d) is otherwise in good financial standing with the Corporation. Membership shall be open to individuals whose names appear on recorded deeds for property in Wedgefield, or as the lessee residing in property in Wedgefield.

Section 2 - Voting. Members shall indicate annually on the membership form the number of eligible voting members for that membership, not to exceed two (2) votes per deeded or leased property. Eligible members shall be entitled to a single vote on all matters presented to the membership.  
No proxy voting will be allowed. Absentee voting will be allowed with written request to the Board of Directors.

Section 3 - Election Procedures. The Nominating Committee shall receive recommendations from any member who wishes to propose a candidate or candidates for election, and after considering names of the proposed candidates, shall make nominations, and the nominations shall be read at a meeting and published prior to the election. Nothing herein contained shall be construed to preclude the nomination for office of any eligible member from the floor at the time of election.

Section 4 - Declaration. The Corporation shall accept membership applications submitted voluntarily without prior established condition or contract.

### ARTICLE III - OFFICERS and BOARD OF DIRECTORS

Section 1. - Function. Corporate powers shall be exercised by the Board of Directors of the Association except that the powers enumerated in Article I, Section 1., shall be retained by the General Membership.

Section 2 - Qualifications. In order to stand for an Office, or a Director, an individual must be a member in good standing of the Association.

Section 3 - Compensation. Directors shall serve as volunteers without compensation.

Section 4 - Duties of the Officers.

The President, Vice President, Secretary, and Treasurer shall all be elected by the General Membership of the Association and shall be Directors for their term of office.

The President shall preside over all meetings of the Association. The President shall be the official spokesperson for the Association and shall have those duties customary to the President or determined from time to time by the Board.

The Vice President of the Association shall assume the duties of the President in his/her absence.

The Secretary of the Association shall record minutes of meetings and such other functions as requested by the President or the Board.

The Treasurer of the Association shall maintain and safeguard the assets of the Corporation at the direction of the President or the Board.

Section 5 - Number. The Board of Directors of the Corporation shall consist of five (5) individuals who will serve as Directors plus the President, Vice President, Secretary, and Treasurer. The initial number of directors shall be as specified in the Articles of Incorporation as originally filed by the Corporation. The number of directors may be increased or decreased (to the extent permitted by law) by vote of the voting Members of the Corporation from time to time by amendment to these bylaws, but no decrease shall have the effect of shortening the term of an incumbent director.

Section 6 - Election and Term. At each Annual meeting, the Voting Members shall elect the Officers and Directors of the Corporation, to hold office until the succeeding Annual meeting. Each Director shall hold office for the term for which he is elected, and until his earlier resignation, removal from office, and until his/her successor shall have been elected and qualified, or death. Each Director will serve a two-year term. Terms will be staggered. Specifications for those terms will be established with the annual election procedures.

Section 7 - Vacancies. Any vacancy occurring on the Board of Directors or among the Officers will be filled by appointment of the Board of Directors. A Director or Officer appointed to fill a vacancy shall hold office only until the next Annual Meeting of the Association.

Section 8 - Removal of Officers or Directors. Any Officer or Director who does not comply with their assigned responsibilities, or who has a continuous absence or inactivity may be removed by majority vote of the Board of Directors.

Section 9 - Conflicts of Interest. If a Director or Officer has a potential conflict, he/she must announce the potential conflict and refrain from voting on that issue. That Director or Officer may be counted for the determination of a quorum.

However, notwithstanding any term or provision in these Bylaws to the contrary, no contract, transaction, or act of any nature of or by the Corporation shall be authorized by either the Board of Directors, the voting Members, or the Officers of the Corporation, if such contract, transaction, or act would violate the limited purposes of the Corporation as specified in its Articles of Incorporation.

Section 10 - Standing and Special Committees. All Standing and Special Committee Chairs shall be appointed by the President of the Association. There shall be the following Standing Committees:

*Nominating Committee*

*Park Committee*

*Architectural Review & Covenants Committee*

*Long-range Planning Committee*

There may be Special Committees as deemed necessary by the President or Board of Directors.

The membership, purpose, responsibility, and duties of all Standing and Special Committees (except for the Nominating Committee) shall be approved by the Board of Directors.

*Nominating Committee* - this Committee is responsible for the recommendations of a slate of Officers and Directors for the Annual Meeting election. This Committee is to be organized in the Fall of each year for the purpose of compiling a slate of Officers and Directors for the Annual Meeting elections (See Article II, Sec. 3).

Section 11 - Powers. The General Membership shall approve the annual budget. The budget may be amended for emergency supplemental expenses between General Membership meetings by the Board of Directors. Those expenses shall be presented for ratification at the following General Membership meeting.

## ARTICLE IV - BOOKS AND RECORDS

Section 1 - Books and Records. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its General Membership and Board of Directors meetings.

Section 2 - Financial Information. Not later than sixty (60) days after the close of each fiscal year, the Corporation shall prepare a Balance Sheet showing, in responsible detail, its financial condition as of the end of such fiscal year, together with such other statements ("Operating Statements") required by such law, as will detail the results of its operations during such year.

Upon the written request of any member, the Corporation shall mail to such member a copy of the most recent Balance Sheet and Operating Statement.

The Balance Sheets and Operating Statements shall be filed by the Treasurer, and shall be kept there for at least five (5) years, and shall be subject to inspection during normal business hours by any member, in person or by agent.

## ARTICLE V - CORPORATE SEAL

The Board of Directors shall provide a Corporate Seal which shall be circular in form and may be affixed in conjunction with the execution of documents by the Corporation. Such Seal shall be remanded to the custody of the Corporation's Secretary.

#### ARTICLE VI - AMENDMENT

Bylaws of the Corporation may be repealed or amended and new bylaws may be adopted at any meeting by the affirmative vote of a majority of voting members present for voting as outlined in Article I, Section 6; provided, however, that notice of any such proposed amendment to these bylaws shall contain the proposed amendment and shall be given to members at least thirty (30) days prior to the meeting at which they are presented for approval.

#### ARTICLE VII - EXEMPT PURPOSE

The Corporation has been formed solely for those limited purposes specified in Article III of the Articles of Incorporation of the Corporation. Notwithstanding any other term or provision of these bylaws, nothing herein shall be applied or construed in such a manner as to be in conflict with such limited purposes.

#### ARTICLE VIII - DUES

Annual membership dues shall be due and payable in January of each year, at a rate established by the Board of Directors, and approved by the Voting Members. This requires an affirmative vote of the quorum for voting as outlined in Article I, Section 6.

EXHIBIT "D"

ROCKET CITY UNIT ONE (NOW KNOWN AS CAPE ORLANDO ESTATES UNIT NO. 1) according to the plat thereof, recorded in Plat Book Z, Pages 29 through 31, inclusive, of the Public Records of Orange County, Florida;

ROCKET CITY UNIT TWO (NOW KNOWN AS CAPE ORLANDO ESTATES UNIT NO. 2) according to the plat thereof, recorded in Plat Book Z, Pages 56 and 57, inclusive, of the Public Records of Orange County, Florida;

ROCKET CITY UNIT THREE (NOW KNOWN AS CAPE ORLANDO ESTATES UNIT NO. 3) according to the plat thereof, recorded in Plat Book Z, Pages 69 and 70, inclusive, of the Public Records of Orange County, Florida;

ROCKET CITY UNIT FOUR (NOW KNOWN AS CAPE ORLANDO ESTATES UNIT NO. 4) according to the plat thereof, recorded in Plat Book Z, Pages 74 through 81, inclusive, of the Public Records of Orange County, Florida;

CAPE ORLANDO ESTATES UNIT FIVE, according to the plat thereof recorded in Plat Book 5, Pages 20 and 21, inclusive, of the Public Records of Orange County, Florida;

CAPE ORLANDO ESTATES UNIT SIX, according to the plat thereof, recorded in Plat Book 6, Page 69, of the Public Records of Orange County, Florida; and

That portion of ROCKET CITY UNIT 1-A (NOW KNOWN AS CAPE ORLANDO ESTATES UNIT NO. 1-A) according to the plat thereof, recorded in Plat Book Z, Pages 71 through 73, inclusive, of the Public Records of Orange County, Florida, lying north of the Nettleton Canal.

EXHIBIT "E"

Lots Requiring 1400 Square-Foot  
Minimum Size Dwelling

Blocks 16, 17, 19, 20, 26, 27, 28, 29, 19A, 29A and  
Lots 12-18, Block 23, and Lots 1-8, Block 25, ROCKET CITY UNIT  
1 (now known as CAPE ORLANDO ESTATES UNIT 1), according to the  
Plat thereof, as recorded in Plat Book Z, Pages 29 through 31,  
inclusive, of the Public Records of Orange County, Florida;

Also

Blocks 47, 49, 50, 51, 52, and Lots 30-43, Block 46, and Lots  
16-19, Block 48, ROCKET CITY UNIT 3 (now known as CAPE ORLANDO  
ESTATES UNIT 3), according to the Plat thereof, as recorded in  
Plat Book Z, Pages 69 and 70, of the Public Records of Orange  
County, Florida;

Also

Blocks 30, 31, 32, 33, 38, 39, 48, 51, 52, 53, 54, 55, 56, 57,  
58, and Lots 1-7, Block 34, ROCKET CITY UNIT 4 (now known as  
CAPE ORLANDO ESTATES UNIT 4), according to the Plat thereof,  
as recorded in Plat Book Z, Pages 74 through 81, inclusive, of  
the Public Records of Orange County, Florida;

Also

Blocks 2, 3, 4, 6, 7, and Lots 4-17, Block 5, and Lots 2-9,  
Block 8, CAPE ORLANDO ESTATES UNIT 5, according to the Plat  
thereof, as recorded in Plat Book 5, Pages 20 and 21, of the  
Public Records of Orange County, Florida;

Blocks 29A, 30, 38, 92, 93, and Lots 1-8, Block 68, ROCKET  
CITY UNIT 1A (now known as CAPE ORLANDO ESTATES UNIT 1-A),  
according to the Plat thereof, as recorded in Plat Book Z,  
pages 71 through 73, inclusive, of the Public Records of  
Orange County, Florida.

*Per-Doc's Orders, Inc.*  
**A Permit & Document Recording Service**

*Experience in permitting services in the Wedgefield  
and Central Florida area since 1989*

- All types of permits and related services *Leigh Beyer*
- Variances, Lot splits & ties, etc. *(407) 568-6850*
- Record Liens, Closing Docs., etc. *(407) 947-4700*



EXHIBIT "F"

Lots Requiring 2200 Square-Foot  
Minimum Size Dwelling

Blocks 35, 36, 37, 59, 60, 61, 63, 64, 65, ROCKET CITY UNIT 4 (now known as CAPE ORLANDO ESTATES UNIT 4), according to the Plat thereof, as recorded in Plat Book 2, Pages 74 through 81, inclusive, of the Public Records of Orange County, Florida;

Also

Blocks 37, 59, 64, 65, 70, 72, 74, and Lots 9-15, Block 68, ROCKET CITY UNIT 1A (now known as CAPE ORLANDO ESTATES UNIT 1-A), according to the Plat thereof, as recorded in Plat Book 2, pages 71 through 73, inclusive, of the Public Records of Orange County, Florida;

Also

All of CAPE ORLANDO ESTATES UNIT 6, according to the Plat thereof, as recorded in Plat Book 6, Page 69, of the Public Records of Orange County, Florida;

Also

All of CAPE ORLANDO ESTATES UNIT 7A, according to the Plat thereof, as recorded in Plat Book 3, Pages 103 through 106, inclusive, of the Public Records of Orange County, Florida;

Also

All of CAPE ORLANDO ESTATES UNIT 11A, according to the Plat thereof, as recorded in Plat Book 3, Pages 107 through 109, inclusive, of the Public Records of Orange County, Florida.

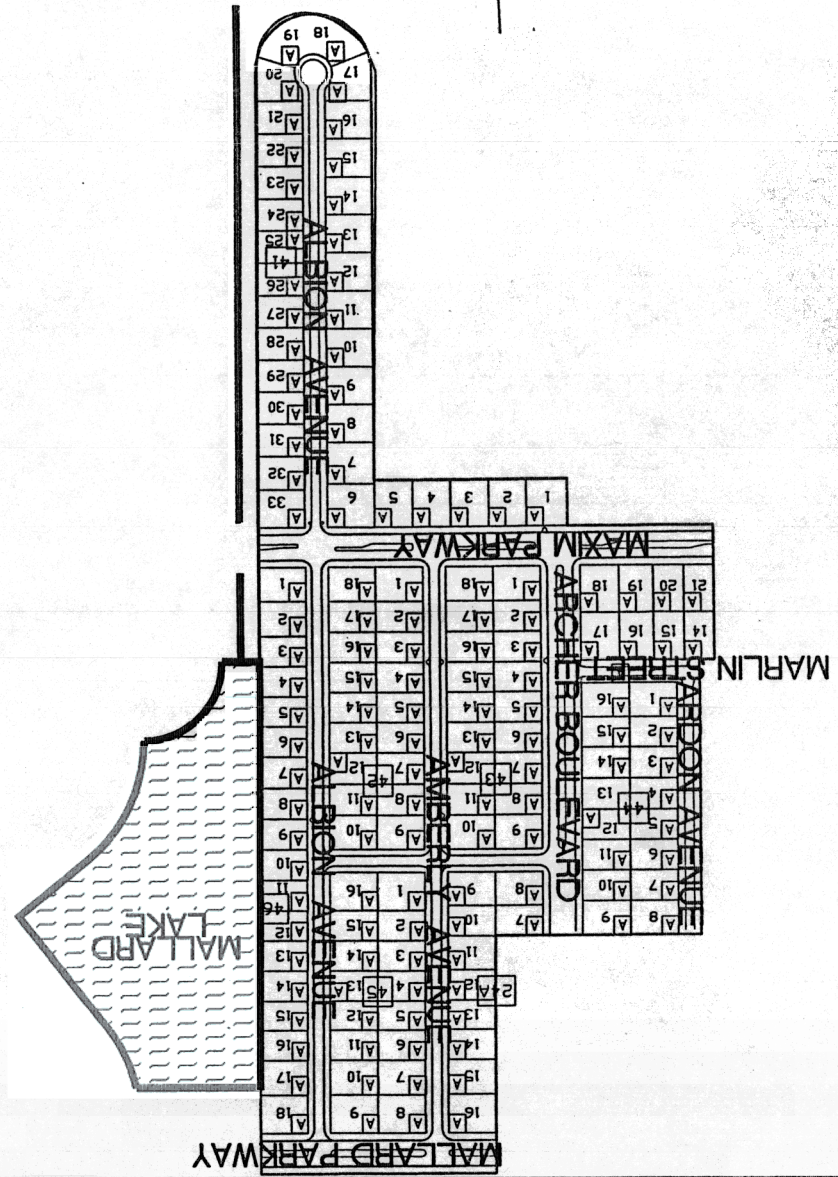


# WEDGEFIELD SUBDIVISION UNIT NUMBER 2

## LEGEND

☐ ZONED:  
 ALL LOTS REQUIRE MINIMUM 1700' SQ. FT.  
 LIVING AREA, EXCEPT LOT #18, BLOCK 46

S.R. 520

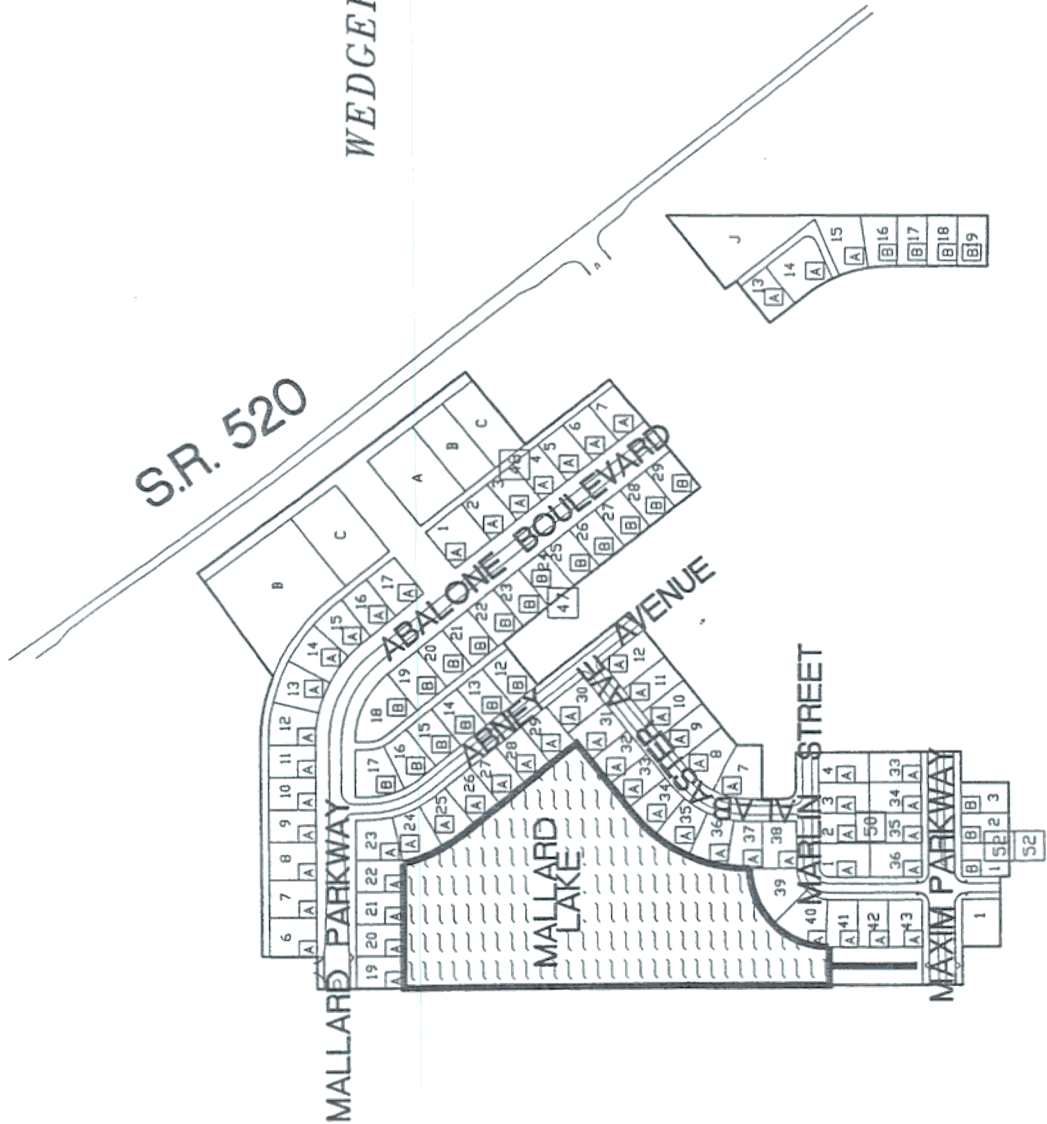


WEDGEFIELD SUBDIVISION  
UNIT NUMBER 3

L E G E N D

- ZONED:
- A INDICATES ALL LOTS THAT REQUIRE MINIMUM 1700 SQ. FT. LIVING AREA
  - B INDICATES ALL LOTS THAT REQUIRE MINIMUM 1400 SQ. FT. LIVING AREA

REVISION  
8/20/02  
FIGURE  
U3





S.R. 520

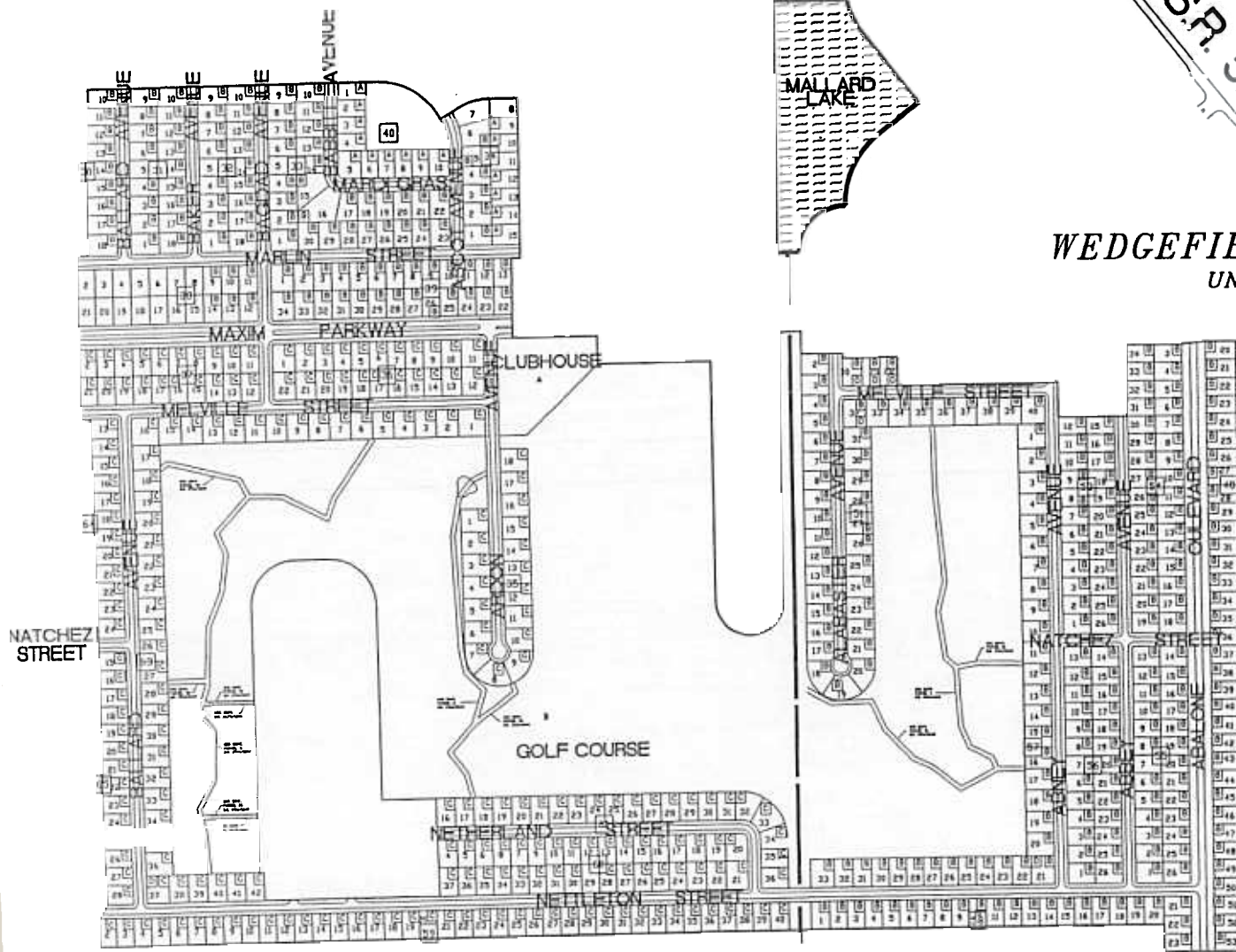


# WEDGEFIELD SUBDIVISION UNIT NUMBER 4

## LEGEND

ZONED:

- A** INDICATES ALL LOTS THAT REQUIRE MINIMUM 1700 SQ. FT. LIVING AREA
- B** INDICATES ALL LOTS THAT REQUIRE MINIMUM 1400 SQ. FT. LIVING AREA
- C** INDICATES ALL LOTS THAT REQUIRE MINIMUM 2200 SQ. FT. LIVING AREA



REVISION 8/20/02	FIGURE U4
---------------------	--------------

INSR 20020640177  
OR BK 06724 PG 4468

WEDGEFIELD SUBDIVISION  
UNIT NUMBER 5

LEGENDE

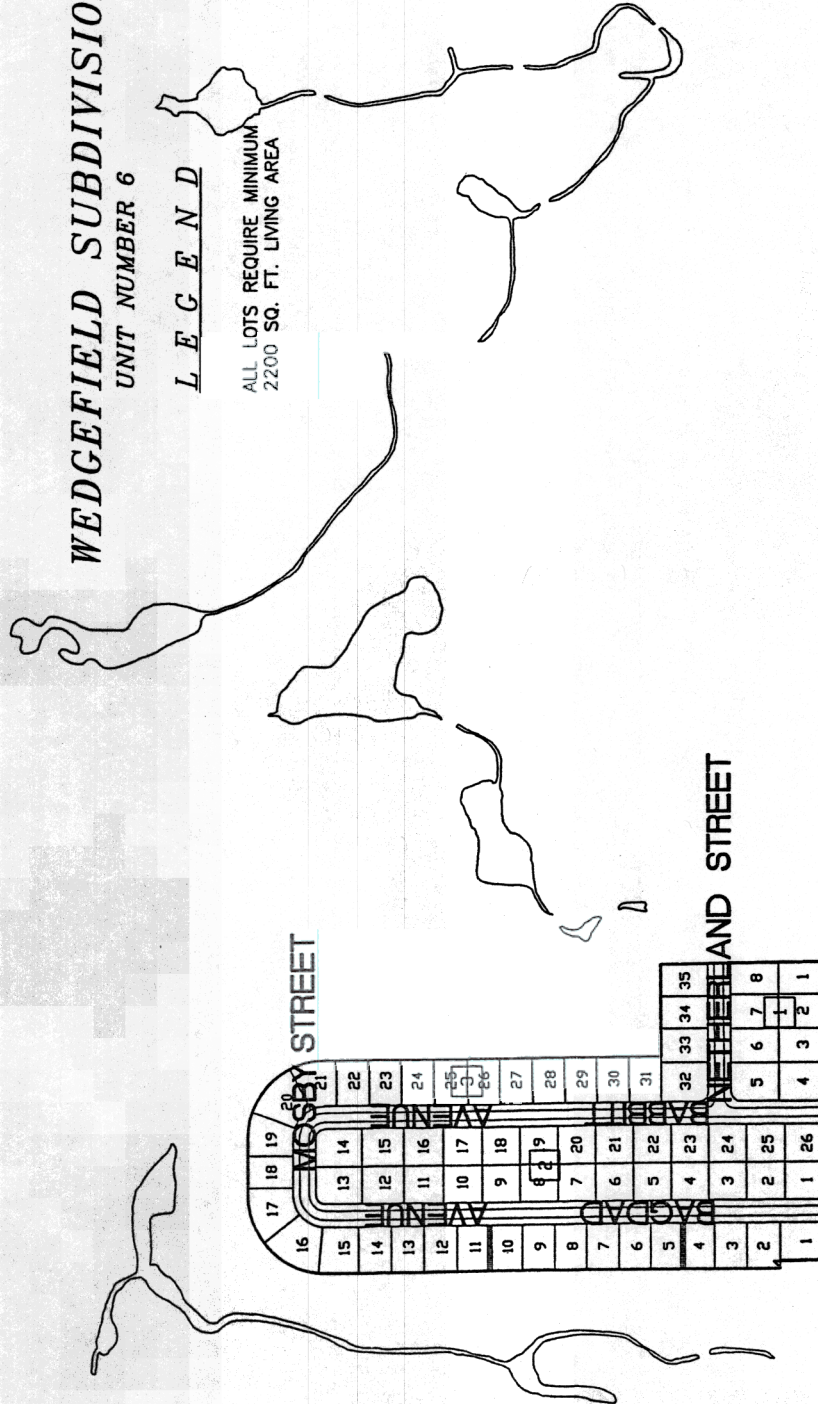
- ZONED:**
- (A)** INDICATES ALL LOTS THAT REQUIRE MINIMUM 1700 SQ. FT. LIVING AREA
- (B)** INDICATES ALL LOTS THAT REQUIRE MINIMUM 1400 SQ. FT. LIVING AREA



# WEDGEFIELD SUBDIVISION UNIT NUMBER 6

## LEGEND

ALL LOTS REQUIRE MINIMUM  
2200 SQ. FT. LIVING AREA



AND STREET



REVISION  
8/20/02

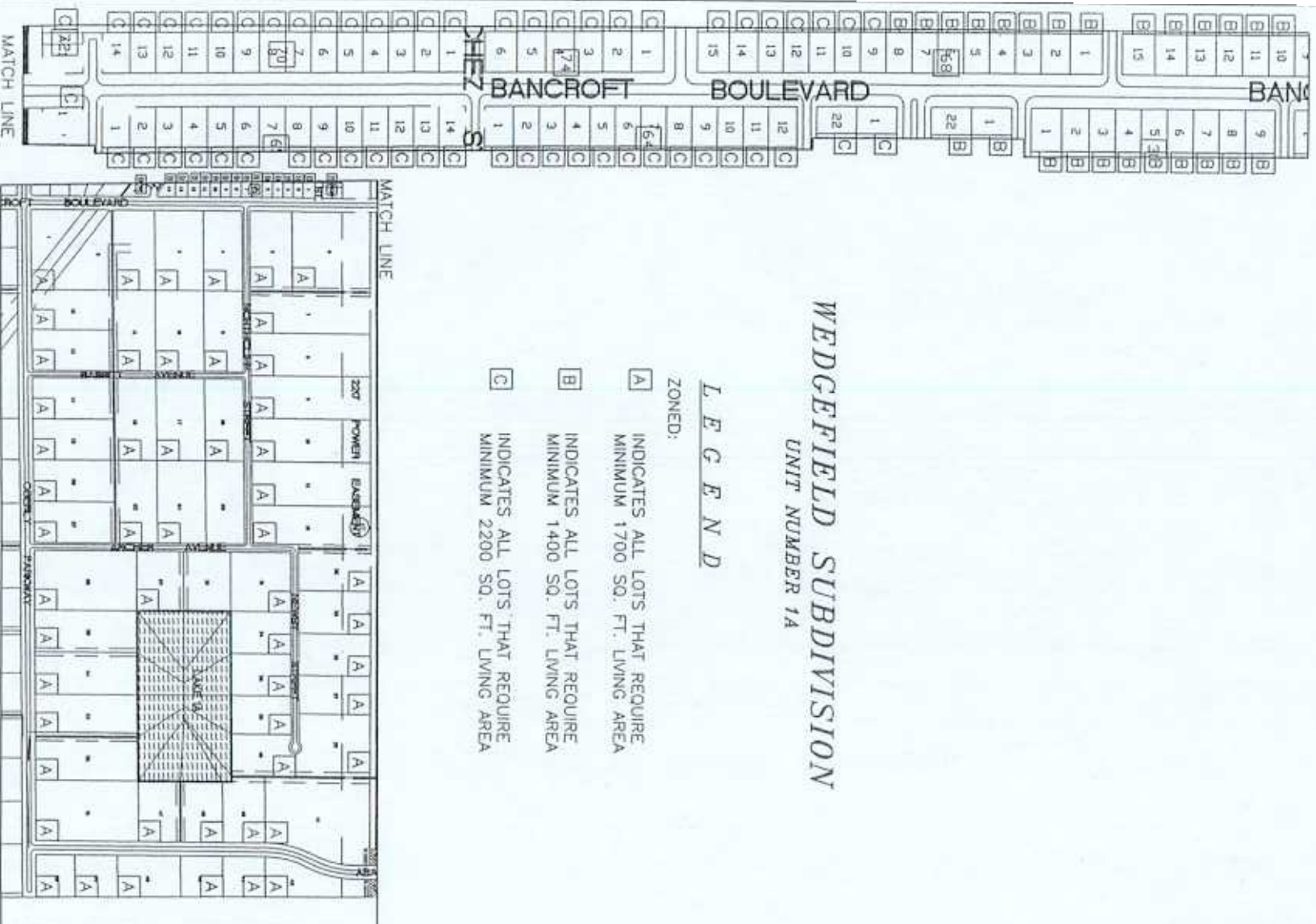
FIGURE  
UTA

# WEDGEFIELD SUBDIVISION UNIT NUMBER 1A

## LEGEND

### ZONED:

- A** INDICATES ALL LOTS THAT REQUIRE  
MINIMUM 1700 SQ. FT. LIVING AREA
- B** INDICATES ALL LOTS THAT REQUIRE  
MINIMUM 1400 SQ. FT. LIVING AREA
- C** INDICATES ALL LOTS THAT REQUIRE  
MINIMUM 2200 SQ. FT. LIVING AREA



# WEDGEFIELD SUBDIVISION

UNIT NUMBER 2A -- PADDOCK STREET SOUTH

L E C E N D

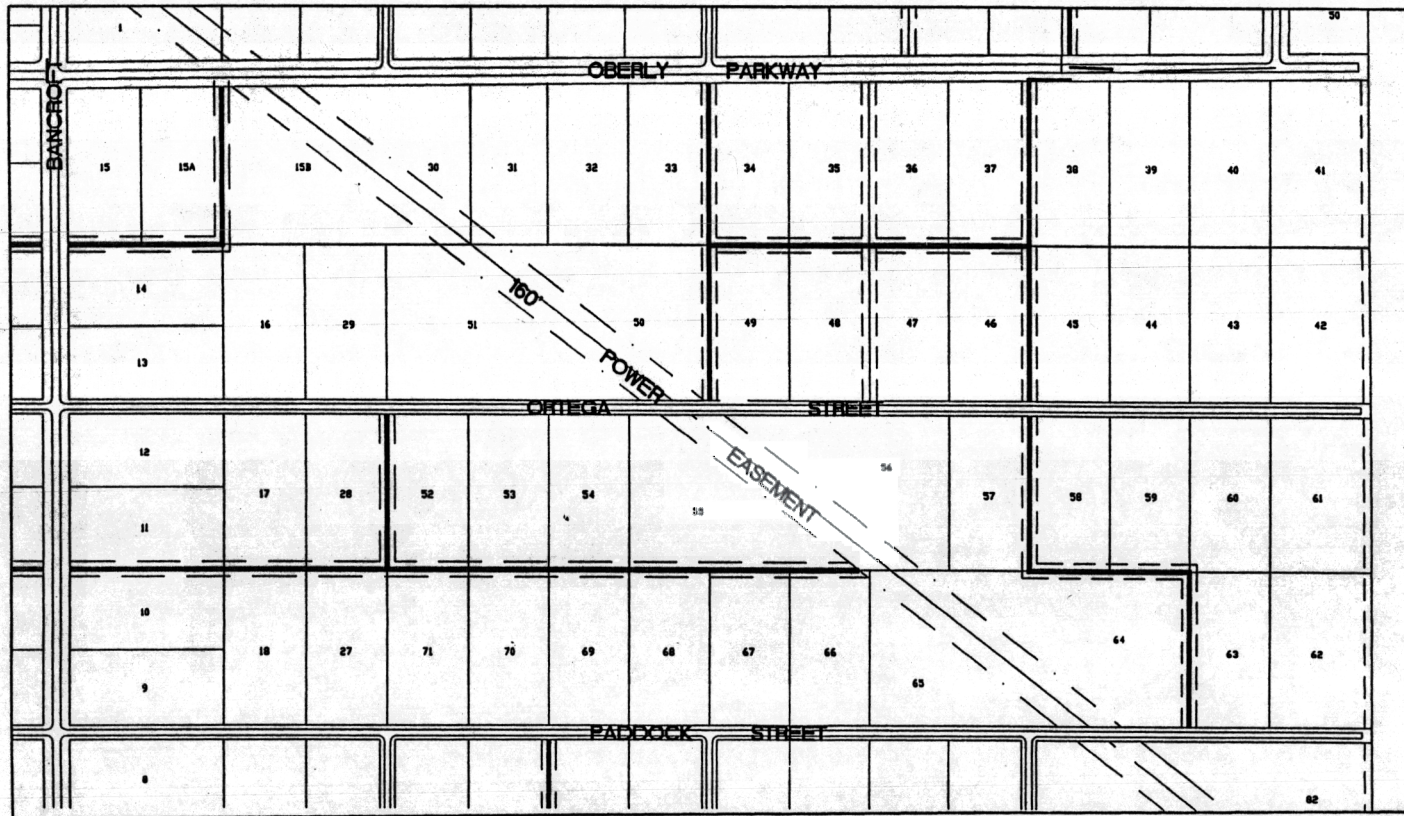
ALL LOTS REQUIRE  
MINIMUM 1700 SQ. FT.  
LIVING AREA



**WEDGEFIELD SUBDIVISION**  
**UNIT NUMBER 2A -- PADDOCK STREET NORTH**

**LEGEND**

ALL LOTS REQUIRE MINIMUM  
1700 SQ. FT. LIVING AREA



REVISION  
8/20/02

FIGURE  
U2A

INSR 20020640177  
OR BK 06724 PG 4473

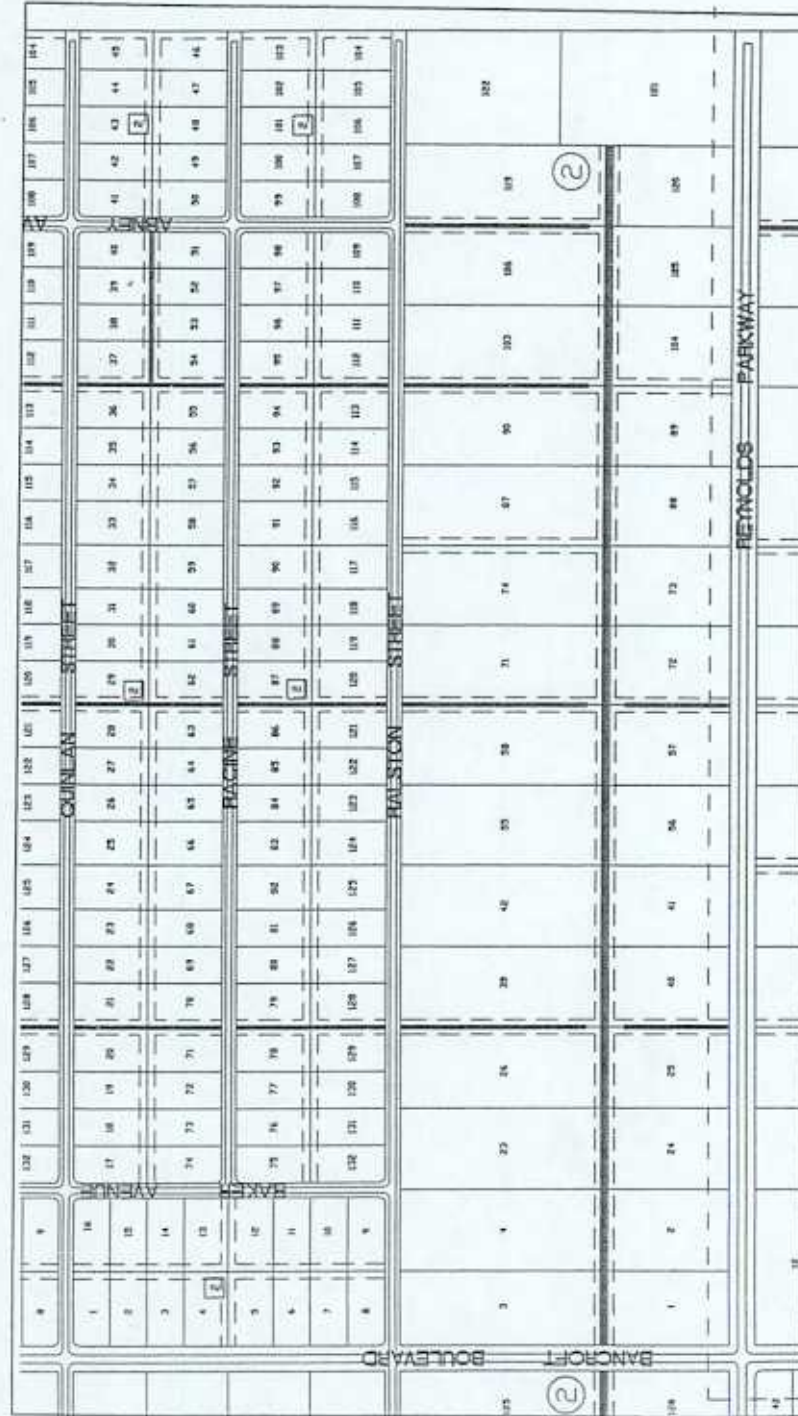


# WEDGEFIELD SUBDIVISION

UNIT NUMBER 3A -- QUINLAN STREET SOUTH

## LEGEND

ALL LOTS REQUIRE MINIMUM  
1700 SQ. FT. LIVING AREA

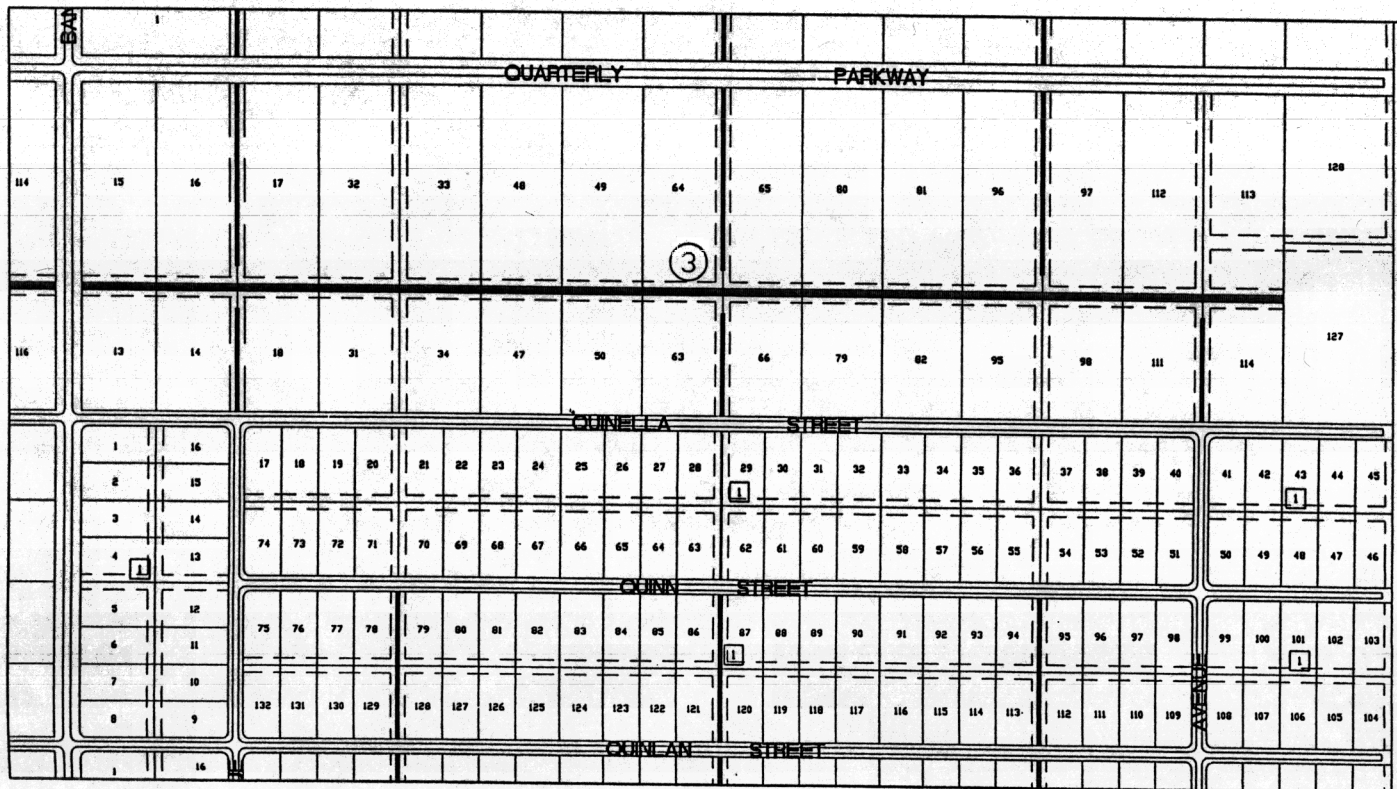


# WEDGEFIELD SUBDIVISION

UNIT NUMBER 3A -- QUINLAN STREET NORTH

## LEGEND

ALL LOTS REQUIRE MINIMUM  
1700 SQ. FT. LIVING AREA



REVISION  
8/20/02

FIGURE  
U3A

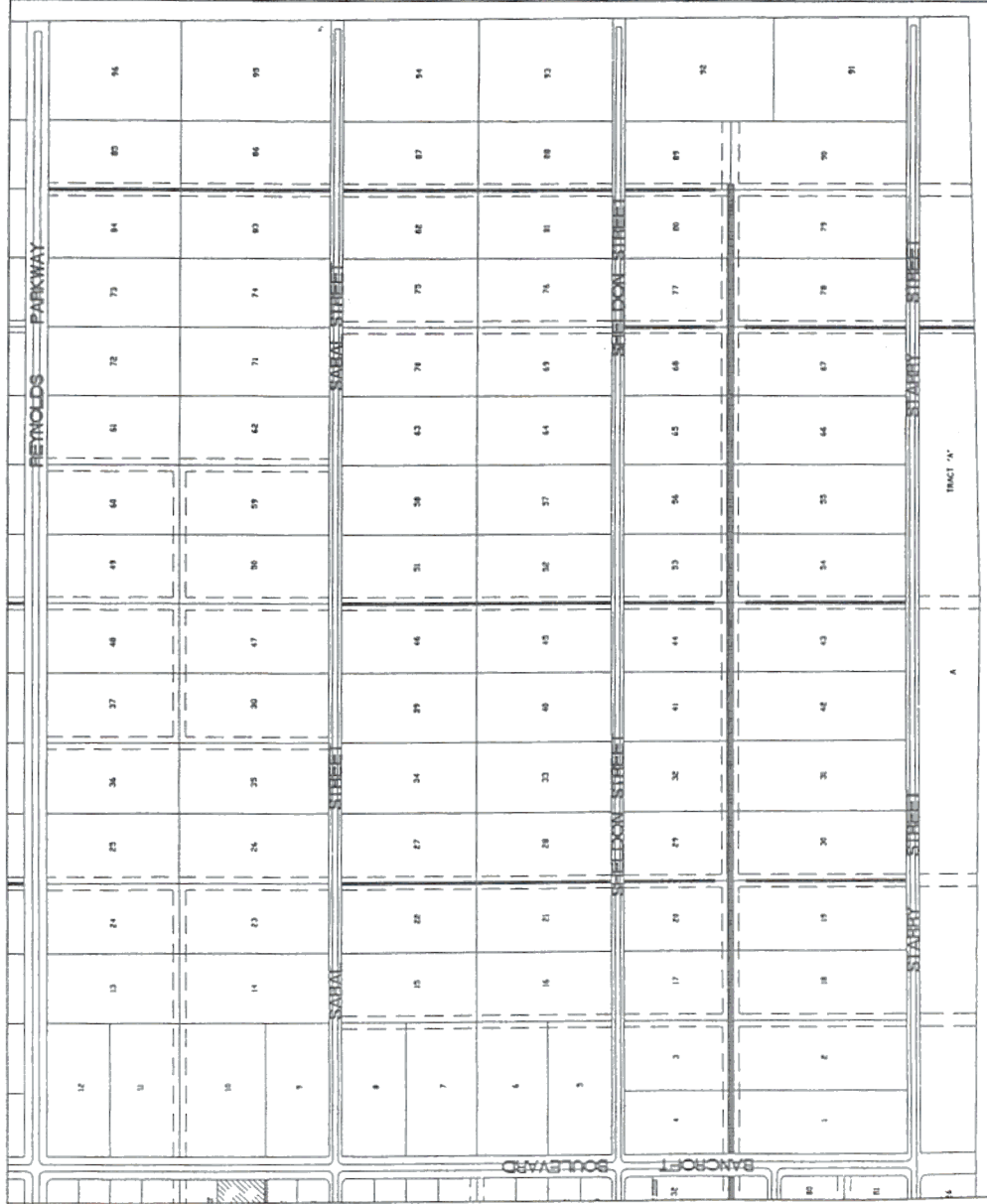
INSR 20020640177  
OR BK 06724 PG 4475

# WEDGEFIELD SUBDIVISION

UNIT NUMBER 4A

L E G E N D

ALL LOTS REQUIRE MINIMUM  
1700 SQ. FT. LIVING AREA

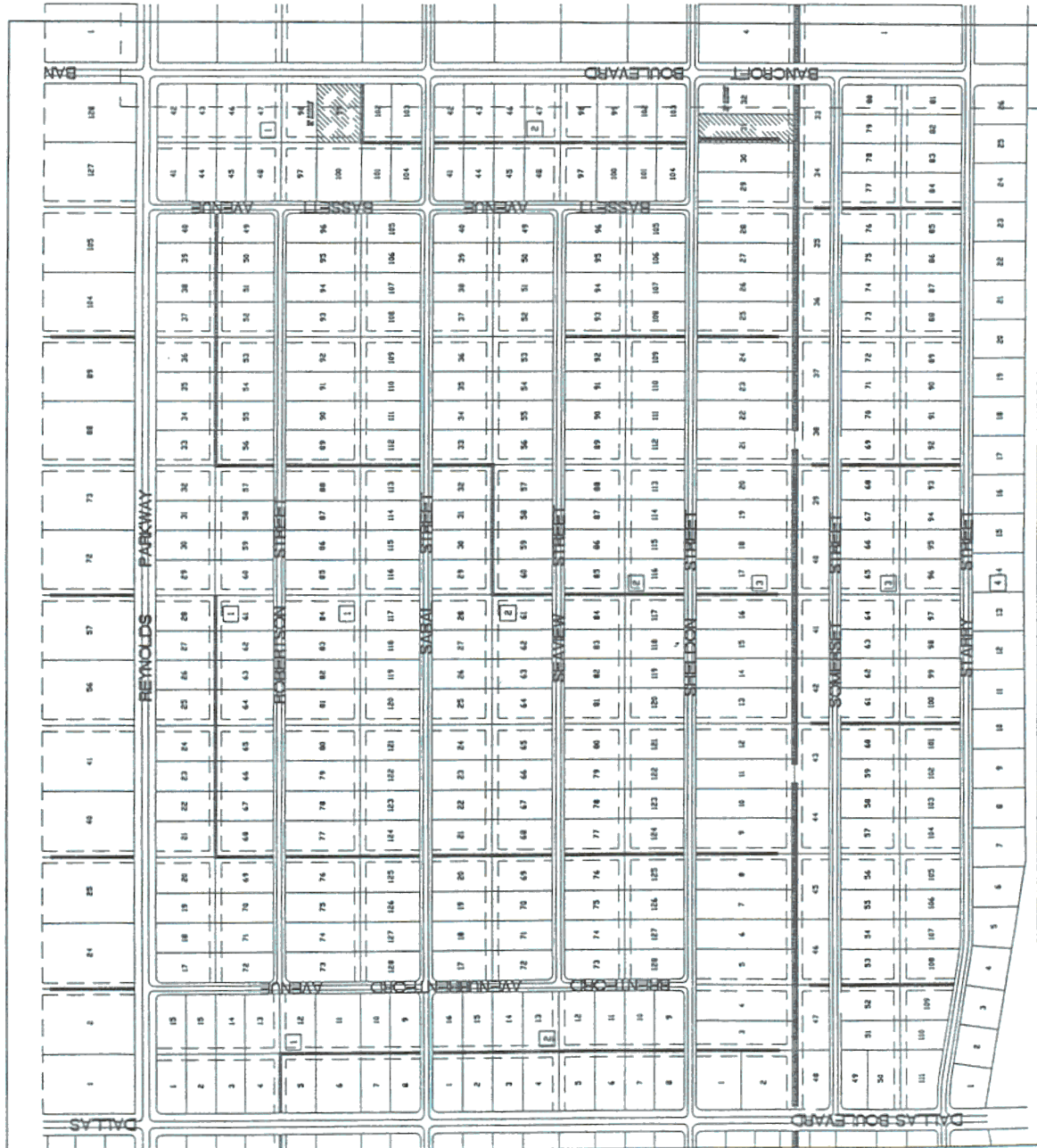


WEDGEFIELD  
SUBDIVISION  
UNIT NUMBER 7A

L E G E N D

ALL LOTS REQUIRE MINIMUM  
2200 SQ. FT. LIVING AREA

REVISION  
8/20/02  
FIGURE  
U7A





WEDGEFIELD SUBDIVISION

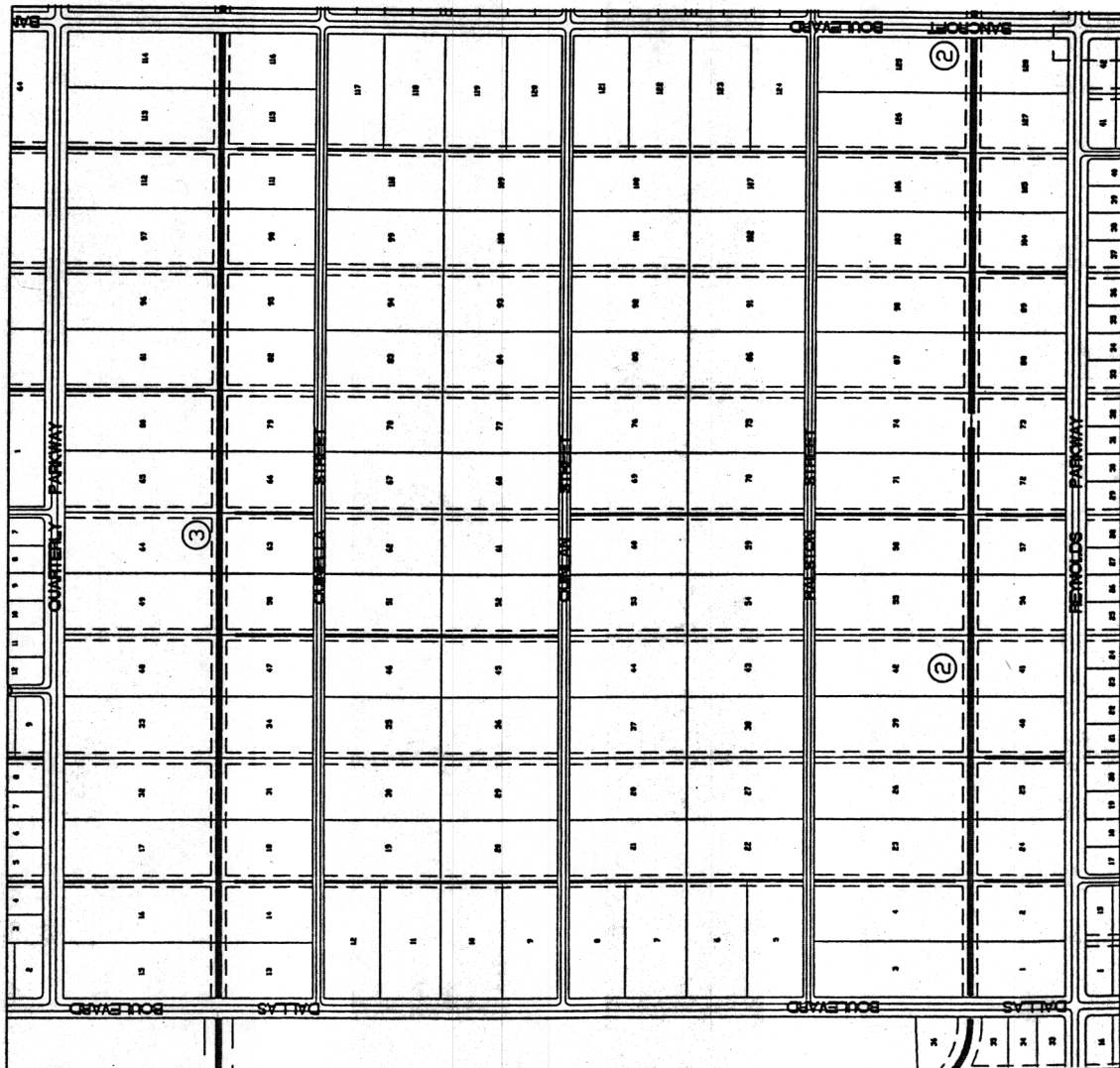
UNIT NUMBER 8A

LEGEND

ALL LOTS REQUIRE MINIMUM  
1700 SQ. FT. LIVING AREA

REVISION  
8/20/02

FIGURE  
UBA





# WEDGEFIELD SUBDIVISION

UNIT NUMBER 9A

## LEGEND

ALL LOTS REQUIRE MINIMUM  
1700 SQ. FT. LIVING AREA



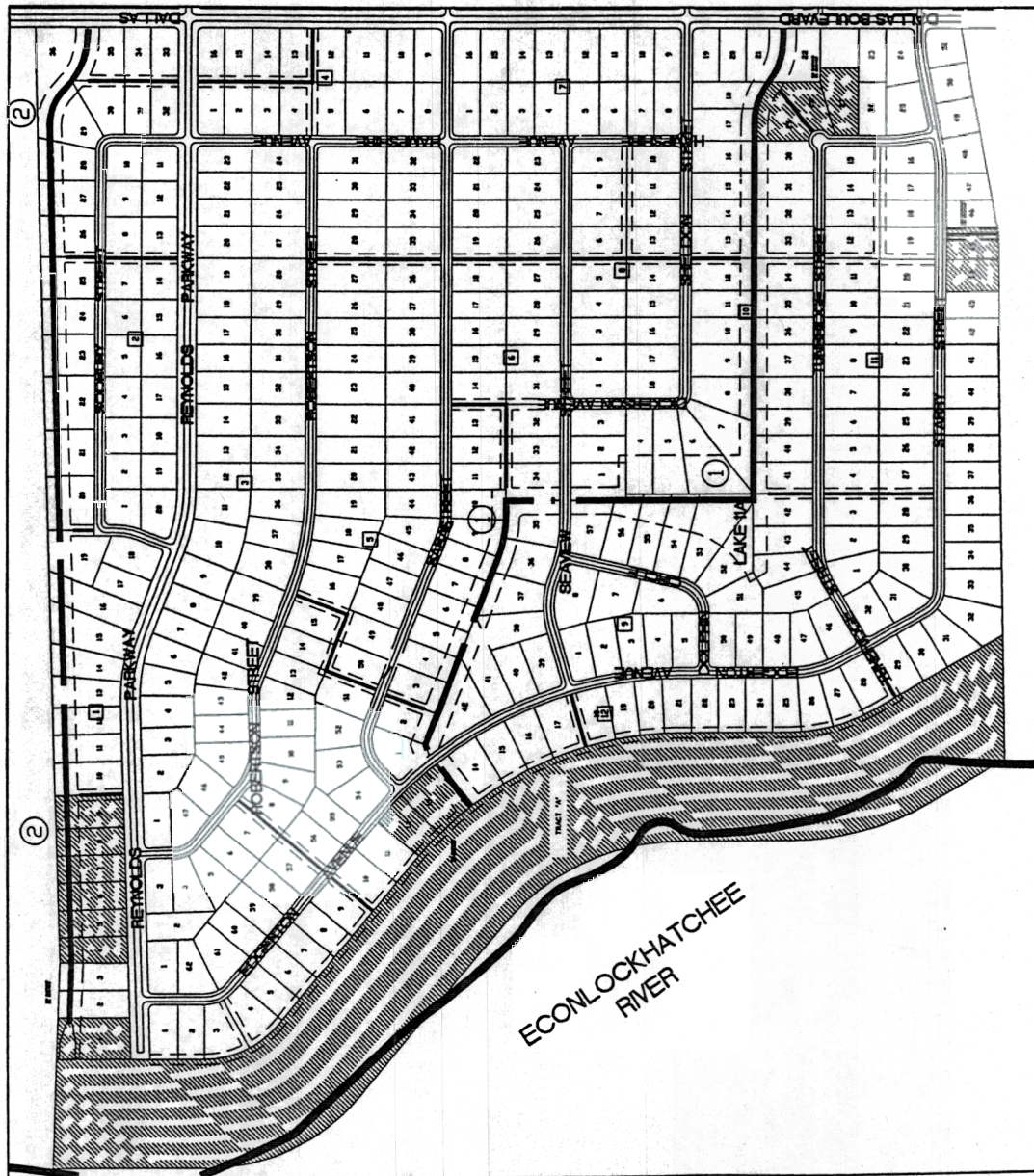
REVISION  
8/20/02

FIGURE  
U9A

INSTR 20020640177  
OR BK 06724 PG 4479

LEGEND

ALL LOTS REQUIRE MINIMUM  
2200 SQ. FT. LIVING AREA



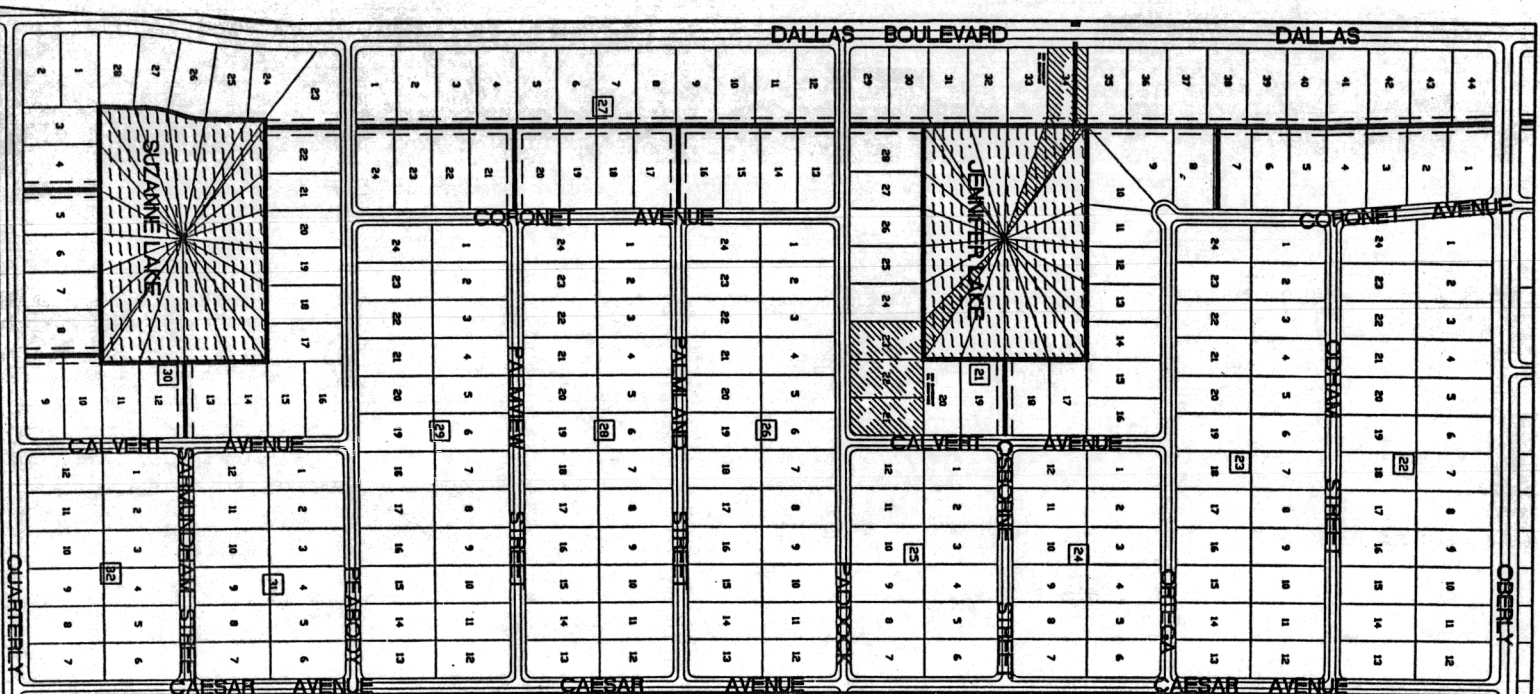




# WEDGEFIELD SUBDIVISION UNIT NUMBER 12A -- SOUTH

## LEGEND

ALL LOTS REQUIRE MINIMUM  
1700 SQ. FT. LIVING AREA



REVISION  
8/20/02

FIGURE  
U12A

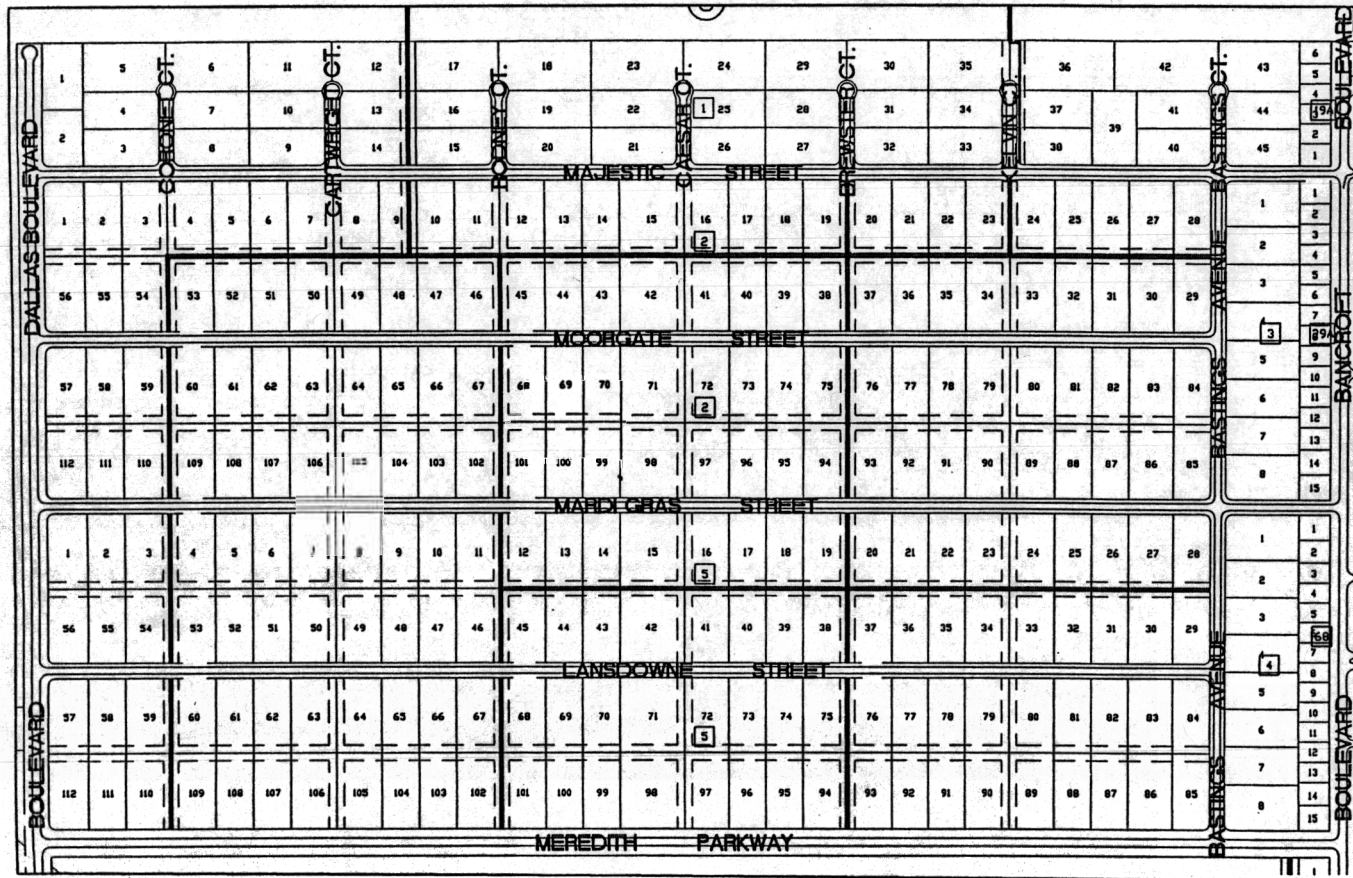
INSTR 20020640177  
OR BK 06724 PG 4482

# WEDGEFIELD SUBDIVISION

UNIT NUMBER 31A

## LEGEND

ALL LOTS REQUIRE MINIMUM  
1700 SQ. FT. LIVING AREA



REVISION  
8/20/02

FIGURE  
U31A

INSR 20020640177  
OR BK 06724 PG 4483

EXHIBIT "H"

RST FILE COPY

This Document Prepared By:  
John Forrer  
Magna Properties, Inc.  
664 S. Military Trail  
Deerfield Beach, FL 33442

and

Robert Shephard  
20823 Nettleton Street  
Orlando, FL 32833

Orange Co FL 5738160  
08/27/96 12:55:47pm  
OR Bk 5111 Pg 4839  
Rec 28.50

APPOINTMENT OF CO-DECLARANT FOR DESIGNATED PURPOSES

This agreement (the "Agreement") is entered into between Magna Community Development Corporation, a Florida corporation ("MCDC" or "Declarant"), and Wedgefield Homeowners Association, Inc., a Florida corporation ("WHOA" or "Co-Declarant") (each a "Party" and together the "Parties").

WHEREAS, the property now known as Wedgefield and formerly known as Cape Orlando Estates (hereafter "Wedgefield") is subject to certain restrictive covenants as set forth in that First Amendment to Declaration of Restrictive Covenants dated March 14, 1985 and recorded at Book 3620, Page 2160 of the Official Records of Orange County, Florida, as amended by that First Amendment to Amended Declaration of Restrictive Covenants, Conditions and Restrictions dated May 10, 1989 and recorded at O.R. Book 4080, Page 2038 (said documents hereafter the "Restrictive Covenants"); and

WHEREAS, the Restrictive Covenants have been supplemented by certain Architectural Control Criteria and Guidelines to Enforcement of Restrictive Covenants issued by Cape Orlando Corporation as Declarant under the Restrictive Covenants and made available to builders, homeowners and other interested parties (the "Guidelines"); and

WHEREAS, MCDC is now the Declarant under said Restrictive Covenants by virtue of that certain Delegation and Assignment of Authority and Assumption dated July 11, 1996 as recorded at Book 5090, Pages 4171-4173 of the Official Records of Orange County; and

WHEREAS, Section 7.2 of the Restrictive Covenants grants to the Declarant the right to transfer, assign or delegate all or any portion of Declarant's rights, privileges and obligations as set forth in said Restrictive Covenants; and

WHEREAS, Declarant desires to transfer, assign and delegate certain rights, privileges and obligations under the Restrictive Covenants



to the Co-Declarant; and

WHEREAS, WHOA desires to accept such transfer, assignment and delegation;

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the Parties do hereby agree as follows:

1. Enforcement of Protective Covenants and Restrictions

(a) Declarant hereby transfers, assigns and delegates to WHOA as sole Co-Declarant the rights, privileges and obligations of Declarant pursuant to Section 7.3 of Article VII of the Restrictive Covenants to enforce the provisions of Sections 4.1 through 4.3, 4.5 through 4.11 and 4.16 through 4.20 of Article IV of said Restrictive Covenants. WHOA hereby accepts such transfer, assignment and delegation, for which it has paid \$10.00 to Declarant as consideration, and agrees to carry out said enforcement responsibilities to the best of its ability.

(b) The transfers, assignments and delegations made and accepted in sub-paragraph 1(a) above are non-exclusive, and Declarant reserves the right to continue to exercise such rights, privileges and obligations itself. Notwithstanding the foregoing reservation, it is the intention of the Parties that Co-Declarant shall have primary responsibility for enforcement of the enumerated sections of the Restrictive Covenants.

(c) The transfers, assignments and delegations made and accepted in sub-paragraph 1(a) above apply only to enforcement of the restrictions actually set forth in the referenced sections of the Restrictive Covenants and the Guidelines. The rights of Declarant included in the referenced sections to approve exceptions, issue guidelines, designate areas or otherwise modify or clarify such restrictions are not included in this delegation of enforcement powers but rather are included in the delegation of powers set forth in paragraph 2 below.

(d) During calendar years 1996 and 1997, the Parties will share equally in all enforcement litigation costs unless (1) either Party declines in writing to join a particular enforcement action within 10 business days of receipt of a written request from the other Party to either join or decline, or (2) either Party gives to the other Party 10 business days written notice of its decision to withdraw from an enforcement action which has previously been proceeding on a shared-cost basis. After calendar year 1997, WHOA will pursue enforcement actions independently and assume full litigation costs unless Declarant agrees to join in a particular action with WHOA or Declarant elects to initiate an action in which WHOA declines to join. Actions started on a cost sharing basis shall be pursued to completion on a cost sharing basis unless one Party elects to withdraw from the action, in which case the Party

electing to continue the action will bear all further costs incurred after the date of withdrawal. Any recovery of attorney's fees and costs will be shared between the Parties in the proportions in which such fees and costs were shared.

(e) Indemnification. The Declarant shall defend, indemnify and hold Co-Declarant harmless from and against all costs, attorneys fees, expenses, damages, judgments, injuries, fees, orders, lawsuits, claims, and demands arising from actions relating to enforcement of the Restrictive Covenants which are instituted or pursued by Declarant but not joined by Co-Declarant. Similarly, Co-Declarant shall defend, indemnify and hold Declarant harmless from and against all costs, attorneys fees, expenses, damages, judgments, injuries, fees, orders, lawsuits, claims, and demands arising from actions relating to enforcement of the Restrictive Covenants in which Declarant does not join or share the costs. Each Party has paid the other Party \$10.00 separate consideration for this indemnification.

## 2. Architectural Control

(a) Pursuant to Section 7.2 of Article VII of the Restrictive Covenants, and as contemplated in Section 3.4 of Article III of the Restrictive Covenants, Declarant hereby establishes an architectural control committee (the "Committee") and appoints Declarant and Co-Declarant as members of the Committee. Each member shall appoint one individual to serve as its voting member of the Committee. Each member shall have authority to designate one or more additional individuals to represent it on the Committee as non-voting members.

(b) Pursuant to Section 7.2 of Article VII of the Restrictive Covenants, Declarant hereby transfers, assigns and delegates to the Committee all of its rights, privileges and obligations under Sections 3.1, 3.2 and 3.3 of Article III of the Restrictive Covenants as well as under the following sections of Article IV of the Restrictive Covenants:

(1) Section 4.4

(2) The first three sentences of Section 4.13.

(3) Section 4.14 as amended, including authority to grant individual, but not group or blanket, variances from the size requirements of Section 4.14 as amended.

(4) The first three sentences of Section 4.15.

(5) Section 4.16

(6) Section 4.18



Declarant also transfers, assigns and delegates to the Committee all of its authority reserved in sub-paragraph 1(c) above to approve exceptions, issue guidelines, designate areas or otherwise modify or clarify the Guidelines and the portions of the Restrictive Covenants enumerated in sub-paragraph 1(a) above.

(c) The transfers, assignments and delegations made in paragraph 2(b) above are exclusive except to the extent that they are duplicative of delegations made in paragraph 1(b) above. Pursuant to the authority granted in Section 3.4 of the Restrictive Covenants, Declarant hereby waives any right to exercise such powers independently, making the Committee the sole repository of architectural approval authority.

(d) The Committee shall publish and keep up to date a set of Guidelines to aid builders and homeowners in meeting the requirements of the Committee.

(e) Since the Ranger Drainage District ("Ranger") must review all construction/drainage plans for conformance with District rules, unless another location is subsequently designated in writing by the Committee, delivery of plans to the Ranger office at 19950 Nugent Street, Orlando, FL 32833 shall also constitute delivery to the Committee for purposes of architectural review.

### 3. Amendment

This Agreement may be amended only by written agreement signed by the Parties and in recordable form. No oral agreements or understandings shall be binding on the Parties.

### 4. General

a. This Agreement shall apply only to the sections of the Restrictive Covenants specifically transferred, assigned or delegated in this Agreement. All other rights, privileges and obligations accorded to Declarant by the Restrictive Covenants, including but not limited to the right to amend the Restrictive Covenants pursuant to Section 7.9 of Article VII and the right to appoint members to the Committee, shall remain the exclusive authority and responsibility of the Declarant, and nothing in this Agreement shall be construed to diminish or relinquish such other rights, privileges and obligations of Declarant.

b. Notwithstanding the foregoing provision, Co-Declarant is authorized to recommend amendments to any section or sections of the Restrictive Covenants which, in the judgment of Co-Declarant, will contribute to the continued development of Wedgefield as an attractive quality community and which will more accurately define Declarant's uniform plan and scheme of development for the enhancement and protection of the value of Wedgefield for the benefit and enjoyment of all affected land owners.

5. Severability

In the event any of the provisions of this Agreement shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

6. Applicable Law

This Agreement shall be construed in accordance with the laws of the State of Florida.

7. Disputes

This Agreement may be enforced by any court of competent jurisdiction in Orange County, Florida. In any action to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable pre-trial, trial and appellate attorney's fees and costs from the non-prevailing Party.

8. Corporate Approval

By signing this Agreement, each Party affirms that approval to enter into this Agreement has been duly granted by its Board of Directors.

9. Sole Agreement

This Agreement is intended to be the sole agreement between the Parties respecting the Restrictive Covenants. Upon recordation of this Agreement in the Official Records of Orange County, this Agreement shall cancel, replace and supersede the co-declarancy agreement dated December 1, 1995 which is recorded at Book 5041, Pages 3498-3502 of the Official Records of Orange County.

Magna Community Development Corporation

By:

Signature: [Signature]

Printed Name: John A. Forrer

Title: Pres - President

Wedgefield Homeowners Association, Inc.

By:

Signature: [Signature]

Printed Name: EDWARD GREER

Title: PRESIDENT, WHHA, INC.

OR Bk 5111 Pg 4844  
Orange Co FL 5738160

6

Notarization as to Magna Community Development Corporation:

WASHINGTON, DC  
STATE OF ~~FLORIDA~~ )  
City of Washington, DC ) S.S.:

Recorded - Martha G. Haynie

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 1996 by Johan Ferrer, as Vice President of Magna Community Development Corporation, a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced driver license as identification and did (did not) take an oath.



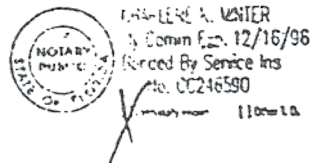
SUBSCRIBED AND SWORN TO  
THIS 13 DAY OF August 1996  
[Signature]  
NOTARY PUBLIC  
DISTRICT OF COLUMBIA

LINDA J. SKOL  
NOTARY PUBLIC  
DISTRICT OF COLUMBIA  
MY COMMISSION EXPIRES OCTOBER 31, 1999

Notarization as to Wedgefield Homeowners Association, Inc.

STATE OF FLORIDA )  
COUNTY OF Florida ) S.S.:

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 1996 by Edward Green as PRESIDENT of Wedgefield Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.



magna\deedres2

**INSTR 20020640177**  
**OR BK 06724 PG 4490**

**EXHIBIT "I"**

**AMENDED APPOINTMENT OF CO-DECLARANT  
FOR DESIGNATED PURPOSES**

This agreement (hereinafter referred to as "Agreement") is entered into between SOUTHEAST COMMUNITY PROPERTIES, INC. (hereinafter referred to as "SOUTHEAST"), a Florida corporation and WEDGEFIELD HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "WHOA"), a Florida not-for-profit corporation.

WHEREAS, the property now known as Wedgefield and formerly known as Cape Orlando Estates (hereinafter referred to as "Wedgefield") is subject to certain restrictive covenants as set forth below; and

WHEREAS, CAPE ORLANDO CORP., as Declarant, caused the First Amendment to Declaration of Restrictive Covenants for Cape Orlando Estates to be filed and recorded on March 22, 1985, in Official Records Book 3620, Page 2160, of the Public Records of Orange County, Florida (hereinafter referred to as "Declaration"); and

WHEREAS, the Declaration has been supplemented by certain Architectural Control Criteria and Guidelines to Enforcement of Restrictive Covenants issued by Cape Orlando Corporation, as Declarant under the Declaration, and made available to builders, homeowners and other interested parties (the "Guidelines"); and

WHEREAS, CAPE ORLANDO CORP., changed its name to WEDGEFIELD DEVELOPMENT CORPORATION on January 3, 1989; and

WHEREAS, WEDGEFIELD DEVELOPMENT CORPORATION, as the Declarant, caused an Amendment to the Declaration to be filed and recorded on May 15, 1989, in Official Records Book 4080, Page 2038, of the Public Records of Orange County, Florida (hereinafter referred to as "Amendment"); and

WHEREAS, WEDGEFIELD DEVELOPMENT CORPORATION changed its name to MAGNA PROPERTIES, INC. on June 26, 1992; and

WHEREAS, MAGNA PROPERTIES, INC., transferred, assigned and delegated all of its rights, responsibilities and obligations as Declarant under the Declaration and Amendment to MAGNA COMMUNITY DEVELOPMENT CORPORATION (hereinafter referred to as "MCDC") by an instrument filed and recorded on July 17, 1996, in Official Records Book 5090, Page 4171, of the Public Records of Orange County, Florida; and

WHEREAS, MCDC, as Declarant, caused an Appointment of Co-Declarant for Designated Purposes to be filed and recorded on August 27, 1996, in Official Records Book 5111, Page 4839, of the Public Records of Orange County, Florida (hereinafter referred to as "Appointment") whereby MCDC transferred, assigned and delegated certain covenant enforcement and architectural control rights, privileges and obligations under the Declaration and Amendment to WHOA; and

WHEREAS, WHOA is a Florida not for profit corporation and is a voluntary homeowners association created for the purposes of providing for the maintenance, preservation and architectural control of the residential lots located within the Properties; and

WHEREAS, MCDC merged into MAGNA PROPERTIES, INC. on June 2, 1997, thereby restoring to MAGNA PROPERTIES, INC. its status as Declarant under the Declaration and Amendment; and

WHEREAS, MAGNA PROPERTIES, INC., transferred, assigned and delegated all of its rights, responsibilities and obligations as Declarant under the Declaration and Amendment to SOUTHEAST by an instrument filed and recorded on June 22, 1999, in Official Records Book 5779, Page 896, of the Public Records of Orange County, Florida; and

WHEREAS, SOUTHEAST as the Declarant, caused a second Amendment to the Declaration to be filed and recorded on February 21, 2001, in Official Records Book 6198, Page 2315, of the Public Records of Orange County, Florida (hereinafter referred to as "Second Amendment"); and

WHEREAS, Section 7.2 of Article VII of the Declaration grants to the Declarant the right to transfer, assign or delegate all or any portion of Declarant's rights, privileges and obligations as set forth in the Declaration; and

WHEREAS, WHOA has the primary responsibility for covenants enforcement, SOUTHEAST desires to transfer, assign and delegate additional rights, privileges and obligations under the Declaration as amended by the Amendment and Second Amendment to the Co-Declarant; and

WHEREAS, WHOA desires to accept such transfer, assignment and delegations;

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration the parties do hereby agree as follows:

1. Enforcement of Protective Covenants and Restrictions. Paragraph 1 and its sub-paragraphs in the Appointment are deleted in their entirety and amended and replaced by the following:

(a) Pursuant to Section 7.2 of Article VII of the Declaration, Declarant hereby transfers, assigns and delegates to WHOA all of its rights and privileges under Section 7.3 of Article VII of the Declaration.

(b) The transfer, assignment and delegation made in this paragraph is non-exclusive and Declarant reserves the right to continue to exercise such rights and privileges itself. Notwithstanding the foregoing reservation, it is the intention of the Parties that Co-Declarant shall have primary responsibility for enforcement of the Declaration as amended by the Amendment and Second Amendment.

(c) The transfers, assignments and delegations made and accepted in sub-paragraph 1(a) above apply only to enforcement of the covenants and Guidelines. The rights of Declarant included

in the referenced sections to approve exceptions, issue guidelines, designate areas or otherwise modify or clarify such restrictions are not included in this delegation of enforcement powers but rather are included in the delegation of powers set forth in paragraph 2 of the Appointment.

(d) Indemnification. The SOUTHEAST shall defend, indemnify and hold WHOA harmless from and against all costs, attorneys fees, expenses, damages, judgments, injuries, fees, orders, lawsuits, claims, and demands arising from actions relating to enforcement of the Declaration, as amended by the Amendment and Second Amendment, which are instituted or pursued by SOUTHEAST but not joined by WHOA. Similarly, WHOA shall defend, indemnify and hold SOUTHEAST harmless from and against all costs, attorneys fees, expenses, damages, judgments, injuries; fees, orders, lawsuits, claims, and demands arising from actions relating to enforcement of the Declaration, as amended by the Amendment and Second Amendment, in which SOUTHEAST does not join or share the costs.

2. General.

(a) This Agreement shall apply only to the sections of the Declaration as amended by the Amendment and Second Amendment specifically transferred, assigned or delegated in this Agreement and the Appointment recorded at O.R. Book 5111, Page 4839, of the Public Records of Orange County, Florida. All other rights, privileges and obligations not referred to in this Agreement or the Appointment shall remain the exclusive authority and responsibility of SOUTHEAST, and nothing in this Agreement shall be construed to diminish or relinquish such other rights, privileges and obligations of SOUTHEAST.

(b) The provisions of the Appointment recorded at O.R. Book 5111, Page 4839, of the Public Records of Orange County, Florida, which have not been amended by this Agreement remain in full force and effect.

### 3. Applicable Law.

This Agreement shall be construed in accordance with the laws of the State of Florida.

#### 4. Disputes.

This Agreement may be enforced by any court of competent jurisdiction in Orange County, Florida. In any action to enforce

the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable pre-trial, trial and appellate attorney's fees and costs from the non-prevailing party.

5. Corporate Approval.

By signing this Agreement, each party affirms that approval to enter into this Agreement has been duly granted by its Board of Directors.

SOUTHEAST COMMUNITY PROPERTIES, INC.

By:

Signature: Gerald F. Blake

Printed Name: Gerald F. Blake

Title: President

STATE OF FLORIDA  
COUNTY OF ORANGE

Sworn to and subscribed before me this 14th day of MARCH, 2002, by Gerald F. Blake, as President of Southeast Community Properties, Inc., a Florida not for profit corporation, on behalf of the Corporation. He ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Charlene K. Minter

(NOTARY SEAL)

NOTARY PUBLIC-STATE OF FLORIDA

Print Name: Charlene K. Minter

Commission No.: CC984432

Commission Expires: 12/16/04

