

DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
BRANTLEY PLACE

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DECLARATION OF
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ARTICLE I

DEFINITIONS

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall be defined as set out below:

Section 1. ASSESSMENT. "Assessment" shall mean and refer to those charges made by the ASSOCIATION from time to time against each Lot within the Property for the purposes set forth herein, and shall include, but not be limited to Annual Assessment for Common Expenses, Special Assessment for Common Expenses and Special Assessment for Capital Improvements. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and easements.

Section 2. ASSOCIATION. "ASSOCIATION" shall mean the BRANTLEY PLACE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit. Copies of the Articles of Incorporation and Bylaws of the ASSOCIATION are attached to this Declaration as exhibits "A" and "B", respectively.

Section 3. BOARD. "BOARD" shall mean the Board of Directors of the ASSOCIATION.

Section 4. COMMON EXPENSES. "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership and or maintenance of the Common Property and other obligations set forth herein, or as may be otherwise determined by the BOARD.

Section 5. COMMON PROPERTY. "Common Property" shall include, but not be limited to, the Stormwater Management System, tennis courts, streets, wall and entry area and the landscape buffer between the wall and roads along with the landscaping in the above areas of BRANTLEY PLACE. The ASSOCIATION has the obligation to maintain the Common Property for the common use, benefit and enjoyment of all OWNERS. Maintenance of the stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. The ASSOCIATION shall be responsible for such maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Management District. Authorized personnel from the city of Altamonte Springs shall be allowed to inspect city utilities during normal business hours or during emergency situations.

Section 6. COVENANTS. "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All covenants constitute covenants running with the land and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all owners.

Section 7. DECLARATION. "Declaration" shall mean this instrument, DECLARATION of PROTECTIVE COVENANTS AND RESTRICTIONS FOR BRANTLEY PLACE, and all amendments or supplements made to this instrument.

Section 8. GOVERNING DOCUMENTS. "Governing Documents" shall mean this Declaration, and Supplement to the Declaration and the Articles of Incorporation and Bylaws of the ASSOCIATION, as the same may be amended from time to time and filed in the Public Records of Seminole County, Florida. In the event of conflict, the Declaration and any supplement to the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. One Governing Document's lack of provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents..

Section 9. IMPROVEMENTS. "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting or landscape device or object.

Section 10. LOT. "Lot" shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Lots shown on the plat, and all Improvements located thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Lot.

Section 11. MEMBER. "MEMBER" shall mean and refer to all those OWNERS who are MEMBERS of the ASSOCIATION as provided in Article III. The term "MEMBER" shall not mean or refer to any builder or developer who in its normal course of business purchases any Lot for the purpose of constructing an Improvement thereon for resale, but shall mean and refer to those persons who (i) purchase a lot to have a residence built for them, or (ii) purchase a Lot and the Improvements thereon during or after completion of construction.

Section 12. OWNER. "owner" shall mean and refer to the record OWNERS, whether one or more persons or entities, or the fee simple title to any Lot situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 13. PERSON. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 14. PROPERTY. "Property" shall mean and refer to BRANTLEY PLACE, as per the plat thereof, recorded in Plat Book ____, Pages _____, Public Records of Seminole County, Florida, being all real property which has become subject to this Declaration.

Section 15. RESIDENT. "Resident" shall mean and refer to the legal occupant of any Lot. The term "Resident" shall include the Owner of the lot and any tenant, lessee or licensee of the OWNER.

Section 16. STREET. "Street" shall mean and refer to any street or other thoroughfare within BRANTLEY PLACE, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

Section 17. SUPPLEMENT. "Supplement" shall mean a document and the exhibits thereto which, when recorded in the Public Records of Seminole County, Florida, shall subject additional real property to the provisions of the Declaration.

Section 18. BRANTLEY PLACE. "BRANTLEY PLACE" shall mean the real estate development located in Seminole County, Florida, which includes the Property and additional real property to be added to the property upon the recording of an appropriate Supplement(s) in the Public Records of Seminole County, Florida.

Section 19. CAPITALIZED TERMS. All capitalized terms utilized herein shall have the same meaning as set forth in the Declaration unless a different or new definition is specifically provided herein.

Section 20. STORMWATER MANAGEMENT SYSTEM. "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40c-4, 40c-40, or 40c-42, F.A.C.

Section 21. EASEMENT FOR ACCESS AND DRAINAGE. The ASSOCIATION shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the ASSOCIATION shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

ARTICLE II

PROPERTY SUBJECT TO THIS
DECLARATION AND ADDITIONS TO THE PROPERTY

Section 1. PROPERTY SUBJECT TO DECLARATION. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. AMENDMENTS TO DECLARATION. Any provisions, covenants or restrictions set forth in this Declaration may be amended, annulled, waived, or terminated as follows: The MEMBERS who represent votes totaling at least two-thirds (2/3) of the total votes of the MEMBERS may change, amend, annul, waive or terminate, any provision hereof in the whole or in part, by executing a written instrument in recordable form setting forth such change or amendment and having the same duly recorded in the Public Records of Seminole County, Florida. In lieu of the recorded instruments executed as provided above, such instrument to be recorded may be executed by the ASSOCIATION, provided there is a certification in such recorded instrument that a duly authorized OWNERS' meeting was convened with the requisite quorum and necessary affirmation vote totaling two-thirds (2/3) of the total votes of entitled to be cast by MEMBERS entitled to vote in person or by proxy for said amendment in accordance with the terms of this Declaration.

Section 3. ADDITIONS TO THE PROPERTY. Additional lands may become subject to this Declaration in the following manner:

(a) Additions by Merger. Upon a merger or consolidation of the Association with another association as provided in the Articles, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties rights and obligations of the Association as a surviving corporation pursuant to a merge. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other property as one scheme.

ARTICLE III

MEMBERSHIP AND VOTING
RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP. Except as is set forth in this section 1, every Person who is a record title holder of a fee or undivided fee interest in any Lot which is subject by convenience of record to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that any such Person which holds such interest merely as a security for the performance of any obligation shall not be a MEMBER. Only those Persons who purchase a Lot to have a residence built for them or a Lot and the Improvement during or after completion of shall be MEMBERS.

Section 2. MEMBER'S VOTING RIGHTS. The votes of the MEMBERS shall be established and exercised as provide in the Articles and Bylaws.

Section 3. BOARD OF DIRECTORS. The ASSOCIATION shall be governed by the BOARD which shall be appointed, designated or elected, as the case may be, as follows:

(a). Election of the BOARD. Any member of the BOARD may be elected by the MEMBERS of the ASSOCIATION.

(b). Vacancies. A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. MEMBERS' EASEMENT OF ENJOYMENT. Subject to the provisions of Section 3 and Section 4 of this ARTICLE IV, every MEMBER shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. TITLE TO COMMON PROPERTY. Legal title to the Common Property has been conveyed to the ASSOCIATION free and clear of encumbrances.

Section 3. MORTGAGE OF COMMON PROPERTY. No mortgage, pledge, hypothecation, transfer or conveyance of the Common Property by the ASSOCIATION shall be effective unless written notice of the proposed agreement and actions taken: and unless such mortgage, pledge, hypothecation, transfer or conveyance shall be approved by a vote of two-thirds (2/3) of all MEMBERS entitled to cast votes pursuant to the terms and conditions of this Declaration.

Section 4. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subjected to the following:

(a) The right of the ASSOCIATION, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Property and in aid thereof, to mortgage the Common Property, except that the ASSOCIATION shall not have the right to mortgage the streets and easements shown on the recorded subdivision plat. In an event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continue enjoyment by the MEMBERS until the mortgage debt is satisfied whereupon the possession of such properties shall return to the ASSOCIATION and all rights of the MEMBERS thereunder shall be fully restored; and

(b) the right of the ASSOCIATION to take such steps as are reasonably necessary to protect the Common Property against foreclosure; and

(c) the right of the ASSOCIATION, as provided in its Articles and Bylaws, to suspend the right of any MEMBER to use any portion of the Common Property for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the ASSOCIATION to charge reasonable admissions and other fees for the use of the Common Property; and

(e) the right of the ASSOCIATION to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the MEMBERS, provided, however, that no such dedication or transfer, determination as to the purpose or as to the condition thereof, shall be effective unless an instrument signed by MEMBERS entitled to cast two-thirds (2/3) of the vote irrespective of class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every MEMBER at least ninety (90) days in advance of any action taken.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each OWNER of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) the Original Assessment; (2) Annual Assessments for Common Expenses; (3) Special Assessments for Common Expenses; and (4) Special Assessment for Capital Improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual, and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the ASSESSMENT fell due.

Section 2. PURPOSE OF ASSESSMENT. The Assessment levied by the ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of the Common Property and of the home situated upon the Property, including, but not limited to:

(a) payment of operating expenses of the ASSOCIATION;

(b) management, maintenance, improvement and beautification of the Common Property;

(c) garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the ASSOCIATION;

(d) repayment of deficits previously incurred by the ASSOCIATION in the furnishing of the services provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;

(e) providing police protection and/or night watchmen, but only when and to the extent specifically authorized by the ASSOCIATION;

(f) doing any other thing necessary or desirable, in the judgement of the ASSOCIATION, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgement of the ASSOCIATION, may be of general benefit to the OWNERS and/or Residents of lands includes in the Property;

(g) repayment of funds and interest thereon, borrowed by the ASSOCIATION;

(h) maintenance and repair of easements shown on any recorded subdivision plat; and

Section 3. ORIGINAL AND ANNUAL ASSESSMENTS.

(a) Original and Annual Assessments. The Original Assessment shall be four hundred and no/100 dollars (\$400.00) per Lot, to be paid to the ASSOCIATION at the time of closing on the purchase of the Lot by the OWNER. The ASSOCIATION may use any part or all of said sum for the purpose set forth in Article V, section 2.

(b) Annual Assessment. Until changed by the BOARD in accordance with the terms hereof, the Annual Assessment shall be four hundred eighty and no/100 dollars (\$480.00) per Lot, payable semi-annually, in advance, on January 1 and July 1 of each year. This Annual Assessment shall be in addition to the above mentioned Original Assessment and shall be prorated in the year of initial purchase of the Lot. The Annual Assessment shall be paid directly to the ASSOCIATION to be held in accordance with the above provisions.

(c) Adjustment to Annual Assessment. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the ASSOCIATION during the fiscal year. The total Common Expenses shall be divided by the number of Lots to establish the Annual Assessments for Common Expenses per Lot. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the Annual Assessment for Common Expenses for each Lot. From time to time during the fiscal year, the Board may revise the budget for the fiscal year. Pursuant to the revised budget the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the Annual Assessment for Common Expenses of each Lot. If the expenditure of funds are required by the ASSOCIATION in addition to the funds produced by the Annual Assessments for Common Expenses, the BOARD may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for the regular Annual Assessments for Common Expenses and shall be payable in the manner determined by the BOARD as stated in the notice of any Special Assessment for Common Expenses.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the Assessments for Common Expenses authorized by Section 3 hereof, the BOARD may levy in any assessment year a Special Assessment for Capital Improvements, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the MEMBERS, who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all MEMBERS at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Special Assessment for Capital Improvements shall be levied against all Lots owned by OWNERS who are not MEMBERS.

Notwithstanding the above required approval by two-thirds (2/3) of the votes of the MEMBERS, if the unexpected repair or replacement of a described capital improvement within Common Property is necessary, in the reasonable judgement of the BOARD, to protect the health, safety or welfare of the OWNERS or is required by any governmental authority having jurisdiction over the Property, the BOARD can levy the Special Assessment of Capital Improvements without approval of the MEMBERS.

Section 5. CERTIFICATION OF PAYMENT. The ASSOCIATION shall upon demand at any time, furnish to any OWNER liable for any Assessment a certificate in writing signed by an officer of the ASSOCIATION, setting forth whether the Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 6. PAYMENT OF ASSESSMENT FOR COMMON EXPENSES. Each MEMBER shall be required to and shall pay to the ASSOCIATION an amount equal to the Assessment, or installment, for each Lot within the Property then owned by and/or under the jurisdiction of such OWNER on or before the date each Assessment, or installment, is due. In the event any Assessments are made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until (1) the notice specifically provides that the periodic payment will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the ASSOCIATION notifies the OWNER in writing of a change in amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment payable by any OWNER be due less than ten (10) days from the date of the notification of such Assessment.

Section 7. MONETARY DEFAULTS AND COLLECTION OF ASSESSMENTS.

(a) Interest. If any OWNER is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other Monies owed to the ASSOCIATION for a period of more than (10) days after written demand by the ASSOCIATION, the ASSOCIATION may charge such OWNER interest at the highest rate permitted by laws of Florida, on the amount owed to the ASSOCIATION. Such interest shall accrue from the due date of the Assessment, or the monies owed.

(b) Acceleration of Assessments. If any OWNER is in default in the payment of any Assessment or any other monies owed to the ASSOCIATION for more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION assessment for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the ASSOCIATION.

(c) Collection. In the event any OWNER fails to pay any Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days after written demand, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all cost and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Special Assessment, or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including but not limited to, reasonable attorneys' fees, and attorneys' fees and cost incurred on the appeal of any lower court decision, reasonable administrative fees of the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION'S lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for payment of any Assessment, Special Assessments or monies owed to it; and if the ASSOCIATION becomes the Owner of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the Association on account of any Assessments, Special Assessments or monies owed it by any owner shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to unpaid Assessments, Special Assessments or monies owed to the Association in the inverse order that the same were due.

(d) Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION. The ASSOCIATION shall have a lien on all property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the Assessments, special Assessments, and other monies, or enforcement of the Lien, for reasonable administrative fees incurred by the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgage, liens or encumbrances in order to protect and preserve the ASSOCIATION'S lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a claim of lien in the Public Records of Seminole County, Florida, stating the description of the Lot(s), and name of the Owner, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the claim of

lien) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(e) Transfer of a Lot after Assessment. The ASSOCIATION'S lien shall not be affected by the sale or transfer of any Lot. In the event of any such sale or transfer, both the new Owner and the prior Owner shall be jointly and severally liable for all Assessment, Special Assessment, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any Lot purchase by or transferred to such new OWNER.

(f) Subordination of the lien to Mortgages. The lien of the ASSOCIATION for Assessments or other monies provided for herein, and all costs, expenses and attorneys fees secured by said lien, shall be subordinate and inferior to the lien of any first mortgage in favor of an Institutional Lender recorded prior to the recording of the Claim of Lien by the Association. For purposes of this Declaration, "Institutional Lender" shall mean and refer to a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to foreclosure of such first mortgage, or any preceding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. The extinguishing of the lien shall not affect the personal liability of the OWNER at the time such assessment came due for payment of same. No sale or transfer shall relieve such Lot from liability for any assessment coming due after such sale or transfer or from a lien therefor. Nothing contained herein shall obligate the holder of any first mortgage to collect any assessments provided for herein, nor shall anything contained herein be deemed make failure to pay any assessments provided for herein a default under any insured mortgage. If the ASSOCIATION'S lien or its rights to any lien for any such Assessments, Special Assessments, interest expenses or other monies owed to the ASSOCIATION by any owner extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

Section 8. CERTIFIED AS TO UNPAID ASSESSMENTS OR DEFAULT. Upon request by any Owner, or an Institutional Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such Owner is in default with respect to the payment of any Assessments, Special Assessments or any monies owed in accordance with the terms of this Declaration.

Section 9. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authorities and devoted to public use; (b) all Common Property; and (c) all Properties exempt from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvement devoted to dwelling use shall be exempt from Assessments, charges or liens.

ARTICLE VI

ARCHITECTURAL REVIEW BOARD

No building, fences, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. COMPOSITION. The ASSOCIATION, upon the recording of this Declaration, shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", which shall initially consist of three (3) persons. The ARB shall be appointed by the BOARD and shall serve at the pleasure of the BOARD. Neither the ASSOCIATION, the BOARD, nor the MEMBER'S of the ASSOCIATION, shall have the authority to amend or alter the number of members of the ARB which is irrevocably herein set forth as three (3). No decision of the ARB shall be binding without at least a 2/3 affirmative approval by the members.

Section 2. PLANNING CRITERIA. The ASSOCIATION, in order to give guidelines to the OWNERS concerning construction and maintenance of Lots and Improvements, hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") for the Property, set forth as Section 9 of this Article VI. The ASSOCIATION

declares that the Property, and additions thereto, shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB.

Section 3. DUTIES. The ARB shall have the following duties and powers:

(a) to amend from time to time the Planning Criteria. Any amendments shall be set forth in writing, shall be made known to all members and shall be recorded in the Public records of Seminole County, Florida. Any amendment shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specification showing the nature, type, shape height, materials, and location of the same and shall approve in writing as to the harmony of the external design and location in relation to surrounding structures and topography;

(c) to approve any such building plans and specifications and lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc. is not consistent with the planned development of the Property;

(d) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision;

Section 4. INITIAL CONSTRUCTION OF AN IMPROVEMENT. The Owner who initially constructs the Improvement must complete such construction in a timely manner and substantially in accordance with all plans and specifications approved by the ARB, including plans for Lot grading, building plans and specifications, landscaping plans, pool plans and any other plans for construction of any Improvement on the Lot (the "Construction").

Section 5. INTENTIONALLY LEFT BLANK

Section 6. ALTERATION OF EXISTING IMPROVEMENT. The OWNER who makes exterior additions to, or changes or alterations to, any Improvement or constructs any new Improvements on the Lot must complete all such work (the "Alterations") in a timely manner and substantially in accordance with all plans and specifications approved by the ARB. The OWNER shall notify the ARB in writing when the Alterations have been completed and the ARB shall, within ten (10) days of receiving such notice, make inspections to verify completion in accordance with the approved plans.

Should the ARB determine that the Alterations have not been completed in accordance with the approved plans and specifications, the ARB shall notify the OWNER in writing citing deficiencies and the OWNER shall within fifteen (15) days after receipt of notice commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected.

If corrections of the deficiencies is not commenced within fifteen (15) days, or if such correction is not continued thereafter in an expeditious manner, the ARB shall be entitled to record in the Public Records a "Notice of Noncompliance" setting forth that the OWNER has not completed the Alterations in accordance with approved plans and specifications and that the ARB has the right to seek legal action to force the OWNER, or any granted of the OWNER, to complete the Alterations in accordance with the plans and specifications. Said "Noncompliance" shall contain the legal description of the Lot. Once recorded, the "Notice of Noncompliance" shall constitute a notice to all potential purchasers from the OWNER that the ARB shall have the right to enforce completion of the Alterations against the Owner, or any grantee of the OWNER.

Should the Alterations not be completed in a timely manner as determined by the ARB, or should the correction of the deficiencies not be commenced within fifteen (15) days after notice and continued thereafter in an expeditious manner until completion, or should the Alterations not be completed in accordance with the plans and specifications approved by the ARB, the ARB shall have the right to seek specific performance of the OWNER'S obligation to completed the Alterations as approved by the ARB; or, in the alternative to enter upon the Lot, make such corrections with the approved plans and specifications, subject, however, to the following provisions. Prior to commencement of any work on a Lot, the ARB must furnish written notice to the OWNER at the last address listed in the records of the ASSOCIATION for the OWNER, notifying the owner that unless the specified deficiencies are corrected within fifteen (15) days, the ARB shall have the right to enter in or upon the Lot or to hire personnel to do so to complete the Alterations as approved by the ARB. The cost of the work, including labor and materials, shall be assessed against the Lot upon which the work is performed. The ASSOCIATION shall record a Claim of Lien (upon commencement of the work required or anytime thereafter) against the Lot for work performed (or to be

performed), and it shall be a lien and obligation of the OWNER and shall become due and payable upon the recording of the Claim of Lien and shall be enforced and collected as provided in Article V hereof.

Once the ARB determine that the Alterations have been completed in accordance with the approved plans and specifications, the ARB shall issue to the OWNER a Certificate of Approval in recordable form, which shall make reference to the recorded "Notice of Noncompliance" and be executed by a majority of the members of the ARB with the corporate seal of the ASSOCIATION. The recording of the Certificate of Approval in this instance shall be conclusive evidence that the Alterations as approved by the ARB have been completed, but shall not excuse the OWNER from the requirement that the plans and specification for subsequent changes, modifications or alterations to the Improvements be submitted to and approved by the ARB prior to commencement of any work.

Section 7. SUBORDINATION OF OBLIGATION AND LIEN TO MORTGAGE. The obligations of the OWNER set forth in Section 4 hereof and any "notice of Noncompliance" recorded by the ARB as set forth in Section 6 hereof shall be absolutely subordinate, junior and inferior to the lien of any first mortgage held by an Institutional Lender, either at the time of commencement of the Construction or Alterations, or thereafter. This subordination shall not relieve the OWNER or any future OWNERS from the provisions of Sections 4 and 6.

Section 8. SUBSEQUENT "CERTIFICATION OF APPROVAL" NOT NECESSARY UNLESS "NOTICE OF NONCOMPLIANCE" RECORDED. Notwithstanding anything herein to the contrary, the provisions of Section 4 and 6 shall be applicable to initial construction of an Improvement on the Lot. After the initial construction and the recording of a "Certificate of Approval" it will not be necessary for an OWNER to obtain and record a "Certificate of Approval" for any Alterations unless a "Notice of Noncompliance" is recorded in the Public Records in accordance with Section 6. Subsequent purchasers of an Improvement must only determine that one (1) "Certificate of Approval" has been recorded unless a "Notice of Noncompliance" is also recorded.

Section 9. ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA.

(a) Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence of not less than 1,800 square feet of heatable living area, not to exceed 35 feet in height, a private and closed garage for not less than two nor more than four cars. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence.

(b) Layout. No foundation for an Improvement can be poured until the layout for the Improvement is approved by a member of the ARB. It is the purpose of this approval to assure that no trees are disturbed and that the Improvement is placed on the Lot in its most advantageous position.

(1) Front yards shall not be less than 25 feet in depth measured from the front property line to the front of the Improvement.

(2) Rear yards shall not be less than 30 feet in depth measured from the rear property line to the rear of the Improvement, exclusive of pool or patio.

(3) Side yards shall be provided on each side of the Improvement of not less than 10 feet from side Lot lines, except on a corner Lot, where setbacks from all streets or roads shall be a minimum of 25 feet on the side.

(c) Exterior Color/Material Plan. The ARB shall have final approval of all exterior color plan and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc.

(d) Roofs. All roofs shall have a pitch of at least 6/12, except two (2) story shall be 5/12. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of an Improvement. The ARB shall have discretion to approve such roofs on part of the main body of an Improvement particularly if modern or contemporary in design. No built up roofs shall be permitted, except on approved flat surfaces. The composition of all pitched roofs shall be 20 year dimensional composition or other material approved by the ARB.

(e) Garages. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage, or two (2) overhead doors each a minimum of eight (8) feet in width. Three car garages may have any combination of the above. No carports will be permitted.

(f) Driveway Constructions All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way as to be acceptable to the ARB.

(g) Dwelling Quality. The ARB shall have final approval of all exterior building materials. The ARB shall discourage the use of imitation brick and encourage the use of materials such as brick, stone, wood and stucco, or a combination of the foregoing.

(h) Walls, Fences and Shelters. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from all existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the BOARD, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exteriors of any Improvement unless approved by the ARB.

(i) Lighting. All exterior lighting of a Lot shall be accomplished in accordance with a lighting plan in writing by the ARB.

(j) Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any Lot shall be subject to requirements of the ARB, which include but are not limited to, the following:

(1) Composition of the tennis court to be of material thoroughly tested and accepted by the industry for such construction.

(2) There shall be no lights on a tennis court(s) of the type that would normally be used for tennis play after dark. All other lighting around a tennis court(s) shall be placed and directed that it does not unreasonably interfere with any neighbor's quiet enjoyment of their Lot.

(3) No screening of pool area may stand beyond a line extended and aligned with the side walls of the Improvement unless approved by the ARB.

(4) Location and construction materials of tennis court(s) to be approved by the ARB.

(k) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

(l) Removal of Trees. Interviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them in his landscaping plan. No trees of six inches in diameter at one foot above natural grade can be cut or removed without approval of a member of the ARB, which approval may be given when such removal is necessary for the construction of an Improvement.

(m) Landscaping. A landscaping plan for each Lot must be submitted to and approved by the ARB prior to the commencement of construction of any Improvement on that Lot. The landscape installation must be completed prior to occupancy of the Improvement. After occupancy of the Improvement, any material modification of the landscaping plan must be approved by the ARB. After occupancy the landscaping on each Lot must be maintained to the standard at the time of installation. All lawns must be mowed to the general level of other lawns in BRANTLEY PLACE. Sodding must be improved St. Augustine grass (unless specifications changed in writing by the ARB) and will be required on all yards. The entire yard, front, side and rear must be sodded. Each Improvement must have shrubs on front yard. No garden for the growing of food products, such as but not limited to corn, tomatoes, strawberries, etc, will be allowed.

(n) Irrigation. The entire yard (front, side and rear) must be irrigated by a sprinkler system approved by the ARB. Irrigation must be provided to the edge of the pavement located within the public right of way. No irrigation system may use a well for water unless filter is attached to the well pump to keep staining or discoloration which occurs must be removed or painted over immediately.

(o) Air Conditioning and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Street or Lot. Wall air conditioning units may be permitted

only upon the prior written approval of the ARB. No window air conditioning units shall be permitted. Landscaping shall be an approved shield.

(p) Mailboxes No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspaper or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service of the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the Improvement, each OWNER, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose with wall receptacles attached to the Improvement.

(q) Windows. No casement windows shall be permitted.

(r) Utility Connections. All connections for all utilities including, but not limited to, water, sewer, electricity, gas, telephone and television shall be run underground from the proper connecting points to the Improvement in such manner to be acceptable to the governing utility authority.

ARTICLE VII

ENFORCEMENT OF NONMONETARY DEFAULTS

Section 1. NON-MONETARY DEFAULTS. In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this Declaration (including the Planning Criteria), or the Governing Documents, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after the receipt of such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical, the ASSOCIATION may, at its option:

(a) Specific Performance. Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief: and/of

(b) Damages. Commence an action to recover damages; and/or

(c) Corrective Action. Take any and all action reasonable necessary to correct such violation, which action may include, but is not limited to, removing any building or Improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this Declaration of the Planning Criteria; and/or

(d) Expenses. All expenses incurred by the ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Article or Article IV.

Section 2. No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Governing Documents shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provisions, covenant or condition in the future.

Section 3. Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this Declaration of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 4. ENFORCEMENT BY OR AGAINST OTHER PERSONS. In addition to the foregoing, this Declaration may be enforced by the ASSOCIATION, by any procedure at law or in equity against any person violation or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or

to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this Declaration against any Person violations or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply the provisions contained herein by any Persons. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and cost incurred on the appeal of any lower court decision. The St. Johns River Water Management District shall have the right to enforce by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface Stormwater Management System.

Section 5. CERTIFICATION AS TO DEFAULT. Upon request by any MEMBER, or OWNER, or an Institution Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE VIII

INDEMNIFICATION

Section 1. INDEMNIFICATION OF OFFICERS, MEMBERS OF THE BOARD OR AGENTS. The ASSOCIATION SHALL INDEMNIFY ANY Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorney's fees), judgements, fines and amounts paid in settlement actually and reasonable incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonable believed to be in, or not opposed to the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duties to the ASSOCIATION unless and only to the extend that the court in which such action or suite was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonable entitled to indemnity for such expenses which such court shall deem proper.. The termination of any action, suit or proceeding by judgement, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonable believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) to the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article VIII, he shall be indemnified against expenses (including attorneys' feed and appellate attorneys' fees) actually and reasonable incurred by him in connection therewith.

(b) Expenses incurred in defending a civil or criminal action, suite or proceeding shall be paid by the ASSOCIATION in advanced of the final disposition of such action, suit or preceding upon receipt of an undertaking by or on behalf of the member of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

(c) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS otherwise. As to action taken in an official capacity while hoarding office, the indemnification provided by this article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee or agent of the ASSOCIATION shall insure to the benefit of the heirs, executors and administrators of such a Person.

(d) The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD. Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him in incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION should have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE IX

RESTRICTIVE COVENANTS

The Property shall be subject to the following Restrictions, reservations and conditions, which shall be binding upon each and every OWNER who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. MINING OR DRILLING. There shall be no mining quarry or drilling for minerals, oil, gas or otherwise undertaking within any portion of the Property. Excepted from the foregoing shall be activities of the ASSOCIATION, or any assignee of the ASSOCIATION, in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable government requirements, or for sprinkler systems for any portion of the Property.

Section 2. CLOTHES DRYING AREA. No portion of the Property shall be used as a drying or hanging area for laundry of any kind unless approved in writing by the ASSOCIATION.

Section 3. ANTENNAS, AERIALS, DISC AND FLAGPOLES. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the ASSOCIATION. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

Section 4. STATUES/WINDMILLS/FOUNTAINS. No statues, windmills, fountains, or similar items will be allowed which are visible from any Street or neighboring Improvement.

Section 5. GAMES AND PLAY STRUCTURES. All basketball backboards and any other fixed games and play structures shall be located at the side or rear of the Improvement, or on the inside portion of the corner lots within the set back lines. Tree house or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear lines of the Improvement constructed thereon or within any setback line.

Section 6. LITTER. In order to preserve the beauty of the Property, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All contains, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, 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.

Section 7. SUBDIVISION OR PARTITION. No portion of the Property shall be subdivided except with the ASSOCIATION'S prior written consent.

Section 8. CASUALTY DESTRUCTION TO IMPROVEMENTS. In the event an Improvement is damaged or destroyed by casualty, hazard or other loss, than, within a reasonable period of time after such incident the OWNER thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repair activities to completion or, upon a determination by the OWNER that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over the landscape such Lot in a sightless manner consistent with the ASSOCIATION'S plan for beautification of the Property. A destroyed Improvement shall only be replaces with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the ARB is obtained.

Section 9. COMMON PROPERTY. Nothing shall be stored, constructed within or removed from the Common Property, except with the prior written approval of the BOARD.

Section 10. INSURANCE RATES. Nothing shall be done or kept on the Common Property which shall increase the insurance rates of the ASSOCIATION without prior written consent of the BOARD.

Section 11. PETS, LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other OWNER. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property.

For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the ASSOCIATION and their owners shall be held accountable for their actions.

Commercial activities involving pets shall not be allowed. The ASSOCIATION may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Lot.

Section 12. SIGNS. No sign, including "for sale" or "for rent", freestanding or otherwise installed, shall be erected or displayed to the public view on any Lot.

Section 13. GARBAGE CONTAINERS, OIL AND GAS TANKS, POOL EQUIPMENT, OUTDOOR EQUIPMENT. All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in a fenced-in or walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any Street. Adequate landscaping shall be installed and maintained by the OWNER. No Lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. There shall be no burning of trash or any other waste materials, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

Section 14. SOLAR COLLECTORS. Solar collectors shall not be permitted without the prior written consent of the ARB. Any approval of the ARB shall require that the solar collectors be so located on the Lot that they are not visible from any street and that their visibility from surrounding Lots is restricted.

Section 15. MAINTENANCE OF THE PROPERTY. In order to maintain the standards of BRANTLEY PLACE, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the ASSOCIATION, the ARB, the ASSOCIATION shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of an emergency, in which event, the ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER'S failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the ASSOCIATION may enter upon such property and make such Improvements or corrections as may be necessary, the cost of which may be paid initially by the ASSOCIATION. If the OWNER fails to reimburse the ASSOCIATION for any payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special Assessment against the Lot as provided in Article V. Such entry by the ASSOCIATION or its agents shall not be a trespass.

Section 16. VEHICLES AND RECREATIONAL EQUIPMENT. No truck or commercial vehicle, or Mobil home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer or vans, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance of a Lot. No on-street parking shall be permitted unless for special events approved in writing by the ASSOCIATION.

Any such vehicle or recreational equipment parked in violation of these or other regulations adopted by the ASSOCIATION may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if (i) it remains in violation for a period of twenty-four (24) consecutive hours or (ii) it remains in violation for a period of forty-eight (48) nonconsecutive hours in seven (7) day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal or failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 17. REPAIRS. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in emergency situation. Notwithstanding the forgoing, all repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed.

Section 18. PROHIBITED STRUCTURES. No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Property at any time without the express written permission of the ARB.

Section 19. UNDERGROUND UTILITY LINES. All electric, telephone, gas and other utility lines must be installed underground.

Section 20. NUISANCES. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonable construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this Section shall be decided by the BOARD, whose decision shall be final.

Section 21. COMPLIANCE WITH DOCUMENTS. Each OWNER (including each Resident) and his family members, guests, invitees; lessees and their family members, guests, invitees; and his or it's tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence within BRANTLEY PLACE. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Article VI. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such Person.

Section 22. OTHER RESTRICTIONS. The ARB shall have the authority, as herein above expressed, from time to time to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria herein above set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies or changes restrictions set forth by the ARB.

Section 23. NO IMPLIED WAIVER. The failure of the ASSOCIATION to the object to an OWNER'S or other party's failure to comply with these Covenants or any other Governing Documents (including any rules and Regulations promulgated) shall in no event be deemed a waiver by the ASSOCIATION, or any other Person having an interest therein, of that OWNER'S or other party's requirement and obligations to abide by these Covenants.

Section 24. IMPOSITION OF FINES FOR VIOLATIONS. It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Article IX by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the ASSOCIATION for each day a violation continues after notification by the ASSOCIATION. All fines levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida, and shall be treated as a Special Assessment as provided in Article VI.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1. ASSIGNMENT OF RIGHTS AND DUTIES TO ASSOCIATION. It is understood that the ASSOCIATION has been formed as a property owners association in order to effectuate the proper development, operation and management of the Property. Wherever herein the ASSOCIATION is given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the ASSOCIATION. All rights, duties and obligations shall be administered sole by the ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

Section 2. WAIVER. The failure of the ASSOCIATION to insist upon the strict performance of any provision of this Declaration shall not be deemed to be a waiver of such provision unless the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

Section 3. COVENANTS TO RUN WITH THE TITLE TO THE LAND. This Declaration and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

Section 4. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect as all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for a successive periods of ten (10) years each, until a majority of the votes of the entire membership of the ASSOCIATION execute a written

instrument declaring a termination of this Declaration and such termination is approved in the Public Records of Seminole County, Florida, provided, however, that any such instrument of termination is approved by Seminole County. Any termination of this Declaration shall be effective on the date the instrument, of termination is recorded in the Public Records of Seminole County, Florida. ALL of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect as all times as against all OWNERS, their successors, heirs or assigns, regardless of how OWNERS acquire title, for a period of fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this Declaration and such termination is approved by Seminole County. Any termination of this Declaration shall be effective on the date the instrument, of termination is recorded in the Public Records of Seminole County, Florida.

Section 5. AMENDMENTS OF THIS DECLARATION. This Declaration may be amended at any time upon the approval of at least two-thirds (2/3) of the member of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION.

“Notwithstanding the above rights to amend this Declaration, any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have the Prior approval of the St. Johns River Water Management District.”

Section 6. DISPUTES. In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the BOARD. A determination by the BOARD with respect to any dispute shall be final and binding on all parties concerned.

Section 7. GOVERNING LAW. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Seminole County, Florida.

Section 8. INVALIDATION. The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

Section 9. USAGE. Whenever used herein, the singular number shall include the plural and the plural and the singular, and the use of any gender shall include all genders.

Section 10. CONFLICT: REAFFIRMATION. This Declaration shall take precedence over conflicting provisions in the Articles or Incorporation and Bylaws of the ASSOCIATION AND THE Articles of Incorporation shall take precedence over the Bylaws.

Section 11. NOTICE. Any notice required to be sent to any MEMBER or OWNER under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.

Section 12. FHA/VA APPROVAL. Until the Turnover Date, as herein above defined, the following actions will require the prior approval of the Federal Housing Administration (“FHA”) or the Veterans Administration (“VA”): Annexation of additional properties, dedication of Common Property and any amendment of this Declaration.

IN WITNESS WHEREOF, the ASSOCIATION, BRANTLEY PLACE has caused this instrument to be executed in its name as of the day and year above written.

Signed, sealed and delivered
in the presence of:

By: _____

STATE OF FLORIDA
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ___ day of _____,
20___ by Charles Smith as the President of BRANTLEY PLACE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.

NOTARY PUBLIC _____

Personally Known _____ OR Produced Identification Type of Identification Produced
_____.