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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS DECLARATION, is made as of March 9, 1983,
by SABAL POINT PROPERTIES, INC., a Florida corporation, having
its address at 153 Sabal Palm Drive, Longwood, Florida 32750,
("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant initially owned the real property located
in Seminole County, Florida and described as Whisper Wood at
Sabal Point, according to the plat thereof, recorded in Plat Book
21, Pages 47 and 48; Cypress Landing at Sabal Point, according to
the plat thereof, recorded in Plat Book 21, Pages 70 and 71; and
Whisper Wood at Sabal Point, Unit 2, according to the plat there-
of, recorded in Plat Book 22, Pages 37 and 38, all of the Public
Records of Seminole County, Florida, and makes this Declaration
for the purpose of protecting the value and desirability of the
Property.

WHEREAS, Declarant is the successor to the Declarant under
that Declaration of Covenants, Conditions and Restrictions
recorded at Official Records Book 1089, Page 0169, Public Records
of Seminole County, Florida ("Original Declaration");

WHEREAS, the Circuit Court of the Eighteenth Judicial Circuit
in and for Seminole County, Florida, Case No. 81-2750-CA-17 has
ordered in its Final Judgment dated March 14, 1983, which is
incorporated herein by reference, that all property which was
purported to have been annexed under the Original Declaration by
those documents recorded at Official Records Book 1163, Page
0171; Official Records Book 1170, Page 0078; Official Records
Book 1171, Page 1797; and Official Records Book 1204, Page 1218,
all of the Public Records of Seminole County, Florida, be now
subjected to a new Declaration of Covenants and Restrictions
substantially in the form of the Original Declaration
(Declaration);

WHEREAS, the Circuit Court has also ruled that the owners of
the real property described as Whisper Wood at Sabal Point,
Cypress Landing at Sabal Point, and Whisper Wood at Sabal Point,
Unit 2, all as above-described, be organized into a new associa-
tion, to be known as Sabal Point Property Owners Association,
Inc.

NOW, THEREFORE, the Declarant declares that the Property
shall be held, occupied, sold and conveyed subject to the terms
of this Declaration. This Declaration shall run with the Prop-
erty and shall bind and inure to the benefit of all persons and
their heirs, personal representatives, successors and assigns now
or hereafter having any right, title or interest in the Property
or any part of it.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration, or in any
additional or supplemental declaration unless otherwise provided,
shall have the following meanings:

Section 1. "Association" means Sabal Point Property Owners
Association, Inc., a Florida corporation not for profit, its suc-
cessors and assigns, whose present address is 153 Sabal Palm
Drive, Longwood, Seminole County, Florida.

Section 2. "Common Area" means the real property and im-
provements owned by the Association for the common use and

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enjoyment of its Members. The Common Area owned by the Association at the time of this Declaration is Tracts 38, 39 and 40 as set forth on the plat of Whisper Wood at Sabal Point as above-described; Tracts 93, 94 and 95 as set forth on the plat of Cypress Landing at Sabal Point as above-described; and Tracts 51, 52, 53, 54 and 55 as set forth on the plat of Whisper Wood at Sabal Point, Unit 2 as above-described, all being subject to the easements and other matters shown on the above-referenced plats.

Section 3. "Declarant" means Sabal Point Properties, Inc., a Florida corporation, its successors and assigns, including any grantee by conveyance or foreclosure proceedings, and those persons joining in the execution of these covenants and restrictions.

Section 4. "Lot" means a numbered parcel of real property that is intended for residential use and occupancy by a single family and is susceptible of ownership in fee simple contained within the Property shown on the Plats, defined below, other than the Common Area.

Section 5. "Member" means a member of the Association.

Section 6. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those who have an interest merely as security for the performance of an obligation.

Section 7. "Plats" means Whisper Wood at Sabal Point, Cypress Landing at Sabal Point, and Whisper Wood at Sabal Point, Unit 2, according to the plats thereof as recorded in the above-recited Official Records Books and Pages, Public Records of Seminole County, Florida.

Section 8. "Property" means the real property located in Seminole County, Florida, and described as all Lots and Tracts set forth in the plats of Whisper Wood at Sabal Point, Cypress Landing at Sabal Point, and Whisper Wood at Sabal Point, Unit 2.

ARTICLE II

THE RIGHTS OF MEMBERS IN THE COMMON AREA

Section 1. Easement of Enjoyment. Every Member shall have a nonexclusive and nonrestrictive easement of enjoyment in the Common Area. The easement shall be appurtenant and shall pass with the title to every Lot, subject to the right of the Association, in accordance with its articles of incorporation, bylaws and this Declaration, to:

(a) Charge reasonable admission and other fees for the use of any recreational facility located in the Common Area;

(b) Suspend the right of an Owner to vote and to use any recreational facility located on the Common Area: (i) if an Owner fails to pay any assessment when due, for the period during which the assessment remains unpaid, or (ii) if an Owner violates any of the published rules or regulations of the Association, for a period not to exceed sixty days;

(c) Dedicate or convey all, any part of, or any interest in the Common Area to a state or local government or an agency of either or a public or private utility for purposes and upon conditions that a majority of the board of directors of the Association shall determine. No such dedication or conveyance shall be valid unless an instrument evidencing agreement to such dedication or conveyance has been signed by two-thirds of the Members entitled to vote and such instrument has been recorded; and

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(d) Borrow money for the purpose of improving the Common Area and, to secure the payment of the borrowed money, mortgage the Common Area. A mortgagee under a mortgage given to secure the payment of money borrowed to improve the Common Area shall have as its sole remedy in the event of a default the right to take possession of the Common Area, charge admission and other fees as a condition to the continued enjoyment of the Common Area by the Members and permit the enjoyment of the Common Area for an admission or other fee by persons other than Members, if necessary. Upon the satisfaction of the mortgage debt, possession of the Common Area shall be returned to the Association, and the rights of the Members under this Declaration shall be restored.

Section 2. Delegation of Rights. A Member may delegate his right to enjoy the Common Area to residents on the Member's Lot in accordance with the bylaws of the Association.

Section 3. Other Easements. The easement of enjoyment granted to Members by this Article is subject, among others, to easements for the installation and maintenance of utilities and drainage facilities granted or reserved by the Plats. No improvement or material may be placed on such an easement that may damage or interfere with the installation and maintenance of utilities or that may change the direction or the flow of drainage.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member. Membership in the Association shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Voting Rights. The Association shall have one class of voting membership, and every Owner shall be entitled to one vote for each Lot owned by the Owner. If more than one person owns an interest in a Lot, each person holding an interest in the Lot shall be a Member, but not more than one vote may be cast with respect to the Lot. If one person owns more than one Lot, he shall be entitled to one vote for each Lot owned.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned by it within the Property, covenants, and each Owner, by having accepted a deed or other conveyance of a Lot, whether or not it is expressed in the deed or other conveyance of the Lot, is deemed to covenant, to pay to the Association (i) annual assessments or charges, and (ii) special assessments. The annual and special assessments, together with interest, costs and reasonable attorneys' fees incurred in their collection, shall be a charge and continuing lien upon the Lot against which each such assessment is made from the date on which each such assessment is due and shall also be the personal obligation of the Owner who owned the Lot at the time each such assessment was due. The personal obligation for unpaid assessments shall not pass to subsequent Owners unless expressly assumed by them in writing.

Section 2. Obligations of the Association and Purposes of Assessments. The Association shall, in accordance with its articles of incorporation and bylaws and in addition to other duties it may have or incur, (i) maintain and improve the Common Area, (ii) except as otherwise provided in Article VI of this

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Declaration, maintain, improve and replace when necessary fences and street signs constructed by the Declarant and located on the Common Area, (iii) maintain, improve and replace when necessary landscaping, sprinklers or other improvements located on the Common Area, and (iv) maintain or repair a residence or Lot in accordance with Article V of this Declaration. The assessments levied by the Association shall be used for the purpose of implementing the corporate purposes and powers and carrying out the corporate duties and obligations of the Association and promoting the recreation, health, safety and welfare of the Owners.

Section 3. Annual Assessments. The annual assessment for 1982 shall be \$169.00 for each Lot. From and after January 1 of 1983, the maximum annual assessment may be increased each year by an amount not greater than five percent of the annual assessment for the previous year by a majority vote of the board of directors, and may be increased by an amount greater than five percent of the annual assessment for the previous year by a vote of two-thirds of the Members entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose. Annual assessments shall be fixed at a uniform rate for all Lots. If, during any fiscal year (as that term is defined by the bylaws of the Association), part of the annual assessments received by the Association is not actually used for the purposes described in Article IV, Section 2, then any such excess shall be applied pro rata against the assessment of each Member for the following year, provided, however, that the Association shall return such excess to each Member pro rata, in cash, if such action is called for by a vote of two-thirds of the Members entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the assessment authorized by Section 3 of this Article, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of paying in whole or in part the cost of any construction, repair or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto.

A special assessment and the date or dates on which it is due must be approved by two-thirds of the votes of the Members entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments shall be fixed at a uniform rate for all Lots. The proceeds of any special assessment, until expended for the purpose for which it is authorized, must be segregated in a special account and not commingled with the annual assessment funds of the Association, and they must be earmarked for a specific capital improvement or extraordinary expense. Any funds so segregated shall not be used by the Association for any purpose other than that for which they are earmarked.

Section 5. Notice and Quorum for Action Authorized under Sections 3 and 4. Written notice of a meeting of the Members called for the purpose of taking action authorized to be taken by the Members under Sections 3 and 4 of this Article shall be sent to all Members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called not more than sixty days following the first meeting, subject to the notice requirements set forth in this section, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the immediately preceding meeting.

Section 6. Duties of the Board of Directors. The annual assessments provided for herein shall commence as to all Lots on the first day of January, 1982. In addition to its other duties

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provided in this Declaration, the board of directors of the Association shall fix the date or dates on which the annual assessment is due and the amount of the annual assessment against each Lot at least thirty days prior to the commencement of the annual assessment period and shall, at that time, prepare a schedule of the Lots for which assessments are due and the amount of each. This schedule shall be kept in the office of the Association and shall be open to inspection by Owners. Written notice of the assessment shall be sent to all Owners at least thirty days prior to the commencement of the annual assessment period. The Association shall, upon demand, and for a reasonable charge, furnish a certificate of an officer of the Association stating whether all assessments on a specific lot that are due have been paid, the amount of the current assessment and the date on which it is due. The certificate when issued shall bind the Association.

Section 7. Effect of Nonpayment of Assessment; Remedies of the Association. If a special or annual assessment is not paid when due, the amount of the unpaid assessment, together with interest at the rate of six percent per annum and the cost of collection and attorneys' fees, including such costs and fees incurred in negotiation, at trial and on appeal, if any, shall become a lien on the Lot against which the assessment was levied from the date on which the assessment was due. No Owner may avoid liability for the assessments by the waiver, nonuse, abandonment or surrender of a Lot or the easement of enjoyment in the Common Area.

If an annual or a special assessment or a portion of either is not paid within thirty days after it or a portion of it is due, the Association may sue the Owner personally obligated to pay the assessment, foreclose the lien against the Lot or both.

Section 8. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or conveyance of a Lot shall not affect the lien for assessments. The sale or conveyance of a Lot pursuant to a mortgage foreclosure or transaction or proceeding in lieu of foreclosure, however, shall extinguish the lien for assessments that came due prior to the sale or conveyance. No subsequent sale or conveyance shall relieve an Owner from liability for assessments thereafter becoming due on a Lot from the lien for such assessments.

Section 9. Exempt Property. Property that is dedicated to and accepted by Seminole County, Florida, or other public authority and devoted to public use and the Common Area are exempt from assessments and the lien for assessments.

ARTICLE V

EXTERIOR MAINTENANCE

If an Owner fails to maintain a Lot and the exterior of improvements on it in accordance with this Declaration or the residential planning criteria adopted by the board of directors, the Association, upon the vote of two-thirds of the board of directors and after fifteen days prior written notice to the Owner, shall have the right to repair, maintain or restore the Lot and the exterior of the improvements on it to a condition reasonably equivalent to the condition of other Lots and improvements located on the Property. The cost of the maintenance shall be added to the annual assessment that is levied against the Lot. Entry onto the Lot for the purpose of completing the maintenance shall not constitute a trespass.

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ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Residential Planning Criteria. The board of directors of the Association shall promulgate and adopt by majority vote residential planning criteria for the Property and the Common Area for the purpose of protecting the value of the Property and the Common Area, maintaining high standards for development within the Property and the Common Area and providing for the health, safety and welfare of the Owners. When the residential planning criteria have been adopted by the board, they shall be applicable to and enforceable against the Property and the Common Area in the same manner and to the same extent as though they were set forth in full in this Declaration. The residential planning criteria may be amended from time to time by majority vote of the board of directors and may provide rules, regulations and restrictions involving such matters as multi-family structures, air conditioning units, for sale signs, mail boxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, clothesline, parking, vehicle traffic and the state of repair of vehicles, tree removal, landscaping, gutters, easements, game and play structures, children, pets, swimming pools, sight distance of intersections, utility connections, television antennas, garages, driveways and walkways, building design, roofs, building materials, set back lines, fences and walls. These matters are set out by way of illustration only and shall not limit the authority of the board of directors to promulgate and enforce other residential planning criteria.

Section 2. Warning. The residential planning criteria substantially affect the Lots, the size, nature, style and quality of improvements that may be constructed on them, and certain other matters. Any person contemplating the purchase of any part of the Property should examine the residential planning criteria carefully. A copy of the residential planning criteria adopted by the board of directors shall be made available to any Owner, prospective purchaser of a Lot, or mortgagee upon written request of an officer or director of the Association. If there is a conflict between the provisions of this Declaration and the residential planning criteria, the provisions of this Declaration shall control to the extent of the conflict.

Section 3. Approval of Construction or Alteration. No building, fence, wall, pavement or other structure may be constructed or maintained or its exterior altered on the Property or the Common Area unless the plans and specifications for the construction or alteration have been submitted in writing to and approved in writing by the board of directors or by an architectural review committee composed of three or more people appointed by the board of directors ("ARC"). Plans and specifications will be approved only if they comply with this Declaration and the residential planning criteria. If the board of directors or the ARC fails to approve or disapprove plans and specifications within thirty days after they have been submitted and received by the board or by the ARC, then such plans and specifications will be deemed to have been approved as submitted.

All structures for which no notification of noncompliance has been mailed by certified mail to the record Lot Owner as of the date of recording of this Declaration shall be deemed to comply with, and to have obtained the approval of, the ARC.

ARTICLE VII

GENERAL RESTRICTIONS

The following restrictions are imposed in addition to those

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that may be imposed by the residential planning criteria.

Section 1. Animals. No animals, fowl or reptiles shall be kept on or in Lots, other than birds kept as pets in cages and domestic dogs and cats kept in enclosed areas. Dogs and cats shall not be allowed off of their owner's Lot except on a leash. No pets or other animals, fowl or reptiles may be kept, bred or maintained for a commercial purpose.

Section 2. Condition of Residence and Lot. Owners shall not permit unclean or unsightly conditions to exist on their Lot that tend substantially to decrease the beauty of the Property. This restriction shall apply before, during and after any construction on the Lot.

Section 3. Fencing of Paths. No fences shall be erected on or across bicycle or pedestrian paths.

Section 4. Easements. Easements for the installation and maintenance of utilities and drainage facilities on, over, above and under portions of the Property are dedicated to the public in the recorded Plats, and easements previously recorded in the Public Records of Seminole County, Florida. All of these easements are incorporated herein by this reference thereto. Within these easements, no structure, planting or other materials shall be placed or permitted to remain that may damage or interfere with the installation, operation and maintenance of such utility services or that may change the direction of or retard the flow of water through drainage channels in the drainage easements.

Section 5. Offensive Activity. There shall be no obnoxious or offensive activity on a Lot nor shall any act be done that is substantially likely to embarrass, discomfort, annoy or be a nuisance to people resident on the Property. There shall not be maintained on Lots any plants, animals or devices or things of any sort, the normal activity or existence of which is substantially likely to be obnoxious, dangerous, unsightly, or unpleasant or to diminish the enjoyment by Owners of their Lots.

Section 6. Garbage Disposal. Lots and residences constructed on them shall have trash and garbage recepticals located in a screened area not visible from the road or buried underground or shall have similar facilities constructed and situated according to standards which the board of directors of the Association may adopt from time to time.

Section 7. Sewage. Prior to the commencement of construction of a single family dwelling on a Lot, provision shall be made for the disposal of sewage by connection with the sewer mains of the Declarant, its assigns, or the entity Declarant may contract with for providing sewage disposal service to the Property. No individual sewage disposal system or septic tank shall be constructed on any Lot or serve to dispose of sewage from any Lot.

Section 8. Vehicles other than Automobiles. No house or travel trailer, truck, camper, boat trailer, boat or commercial or similar vehicle shall be parked on the Property, the Common Area, or any of the dedicated streets in the Property at any time, either temporarily or permanently, except when stored in an enclosed garage and not visible from the streets.

Section 9. Storage Recepticals. Storage recepticals for fuel and other similar materials shall be located either within the residence constructed on a Lot, within a screened area in the residence on a Lot which is not visible from the streets, or shall be buried underground, and otherwise shall comply with reasonable standards established or to be established by the board of directors of the Association.

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Section 10. Waterwells. Prior to the commencement of construction of a residence on a Lot, provision shall be made for obtaining water by connection with the water mains of the Declarant, its assigns, or the entity Declarant may contract with for the service of providing water to the Property. No individual or private potable waterwells may be drilled or maintained on a Lot, except for use exclusively to water a lawn on a Lot.

Section 11. Trees. Trees measuring six inches or more in diameter at three feet above ground level shall not be cut or removed from a Lot without the prior written consent of the board of directors unless the trees are located on the Lot within six feet of the residence or its proposed location.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce any restrictions, conditions, covenants, or reservations now or hereafter imposed by this Declaration or the residential planning criteria, as they may be modified or amended from time to time, by any proceeding at law or in equity. Failure of the Association or any Owner to enforce the restrictions, conditions, covenants, reservations or criteria shall not be deemed a waiver of the right to enforce them.

Section 2. Severability. The invalidation of any of the terms of this Declaration or the residential planning criteria by court order shall not affect the validity of any other terms thereof and such other terms shall remain in full force and effect.

Section 3. Duration and Termination. This Declaration and all covenants, conditions, restrictions and other matters contained herein shall run with and bind the Property until June 19, 1996, and thereafter shall be automatically extended without further notice or act for successive periods of ten years unless an instrument signed by the then-Owners of two-thirds of the Lots has been recorded agreeing to terminate this Declaration. Such termination shall not become effective unless made and recorded three years in advance of the effective date of such termination and unless written notice thereof is given to each Owner of a Lot at least ninety (90) days prior to such effective date.

Section 4. Annexation.

(a) Additional real property may be annexed to the Property from time to time hereafter with the consent of two-thirds of the Members then in existence.

(b) The annexation of real property under (a) above shall be accomplished by the recordation on the public records of a consent to such annexation executed by two-thirds of the Members then in existence.

Section 5. Amendment. This Declaration may be amended from time to time within twenty years after the date on which it is recorded by an instrument signed by the Owners of not less than ninety percent of the Lots and thereafter by an instrument signed by the Owners of not less than seventy-five percent of the Lots. A termination under Section 3, above, shall not be considered an amendment under this Section 5. Notwithstanding the foregoing in this Section, this Declaration may be amended for the purpose of causing this Declaration to comply with the requirements of mortgage insurance or guaranty programs of the Federal Housing Administration or the Veterans Administration based upon written directions from either such Administration, and the residential planning criteria may be amended by a majority vote of the board of directors of the Association.

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Section 6. Owner's Restrictions. An Owner, without the prior written consent of the board of directors, shall not impose any additional covenants, conditions or restrictions on a Lot.

Section 7. Notices. Any notice required to be sent to a Member under this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Member that appears on the records of the Association.

Section 8. Execution in Counterparts. This Declaration may be executed in counterparts, each of which constitutes an original, and all of which taken together shall constitute a single Declaration. For purposes of recording this Declaration, only the original signature pages need be attached to the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed, its signature attested and its corporate seal affixed by its duly authorized officers.

Signed, sealed and delivered in the presence of:

SABAL POINT PROPERTIES, INC.

[Signature]
Maurice B. Ueber

By: A. Walter Temple, Jr.
President

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF ORANGE

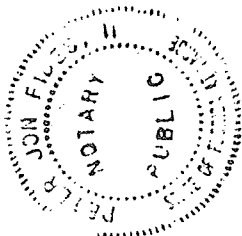
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared A. WALTER TEMPLE, JR. and PRESIDENT, well known to me to be the PRESIDENT of SABAL POINT PROPERTIES, INC., the corporation named in the foregoing instrument, and that he acknowledged executing the same 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 this 9th day of March, 1983.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 8, 1984
Bonded thru Troy Fair Insurance Co.



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