

## AMENDMENT TO INITIAL ASSOCIATION RULES AND REGULATIONS FOR LITTLE CREEK DEVELOPMENT

Whereas, that certain Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Little Creek Development was recorded at Official Records Book 2611, Page 1227, Public Records of Seminole County, Florida; and

WHEREAS, a Schedule "A" containing the initial Association Rules and Regulations for Little Creek Development were attached to said Declaration; and

WHEREAS, Section 8.4 of said Declaration states that the Board of Directors of the Little Creek Homeowners Association, Inc. has the right to amend or modify said Rules and Regulations in whole or in part;

WHEREAS, Rule 13 of the initial Association Rules and Regulations for Little Creek Development was previously amended at Official Records Book 3271, Page 1642, Public Records of Seminole County, Florida.

NOW, THEREFORE, the initial Rules and Regulations are further amended as follows:

1 . A new Rule 27 is hereby added to read as follows:

27. Owners shall be responsible for the maintaining dwelling exterior, fencing and other permanent structures on their Lot. Roofs shall be free of **mildew and stains** and shall be in good repair. Exterior of dwelling shall be free of mildew and stains, chipped and/or faded paint and shall be in good repair. Driveways and walkways shall be free of stains and in good repair. Fences shall be free of mildew and stains and in good repair. Yards shall be green, healthy and free of weeds, Lawns shall be mowed, edged, trimmed and the clippings disposed of properly.

2. A new Rule 28 is hereby added to read as follows:

28. Owners shall obtain approval prior to painting the exterior of the dwelling. Colors shall be in keeping with the color palate maintained by the Association.

3. Rule Number 10 is amended to read as follows:

10. Overnight parking of all passenger vehicles shall be in driveways, garages or in other areas designated by the Board. Overnight parking of all other vehicles ~~and recreational equipment~~ shall be in garages, or in areas designated by the Board for such parking and in accordance with guidelines established by the Board. "Overnight" is defined as the period from sunset to sunrise. Recreational equipment shall be stored in the garage at all times when not in immediate use. Such guidelines may exempt the Developer or builders and construction personnel from this provision. No buses, tractor trailers, or semi-trucks shall be parked on The Properties except for delivery purposes. Except for emergency repairs, no Owner of a Lot shall repair or restore any vehicle, boat or trailer upon any portion of The Properties except in those areas which may be designated by the Board for such purposes.

4. Rule Number 13 is hereby amended to read as follows:

13. No chain link fences shall be permitted on any properties of the Little Creek Community or any portion thereof, except during construction by Developer. No other fence, wall or other structure shall be erected on any Lot, except as originally installed by Developer or its affiliates or as approved by the Board. Further, no hedge shall be planted except as approved by the Board. In considering any request for the approval for a hedge or other landscaping, the Board shall give due consideration to the possibility of same obstructing the view from any adjoining Lot or Common Area and may condition its approval on the hedge or other landscaping being kept to a specific height by the Association.

No fence, wall or hedge shall be installed so as to obstruct any pedestrian, landscaping or similar easement over any Lot, nor shall it encroach into a front yard or side yard setback. ~~All fences and walls shall be painted to match the exterior of the home on said Lot.~~

### **CERTIFICATE OF AMENDMENT**

I hereby certify that the above amendments to the initial Association Rules and Regulations for Little Creek Development were adopted at a duly called meeting of the Board of Directors held on the 18<sup>th</sup> day of September 2001.

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Karen DeNoya, President  
28210r-Strand Circle  
Oviedo, Florida 32765

**DELETION INDICATED BY STRIKE-OUT, NEW TEXT INDICATED BY UNDERLINE**

STATE OF FLORIDA  
COUNTY OF SEMINOLE

FOREGOING instrument was acknowledged before me this 6<sup>th</sup> day of October, 2001 by Karen DeNoya, who is personally known to me or produced identification (type of identification produced) Military ID card.

James W Parker  
My Commission DD003807  
Expires February 22,2005

\_\_\_\_\_  
Notary Public-State of Florida  
Stamp or Seal:

This Instrument Was Prepared By:  
Richard E. Larsen, Esq.  
Larsen & Associates, P.A.  
34 East Pine Street  
Orlando, Florida 32801  
(407) 841-6555

**DELETION INDICATED BY ~~STRIKE-OUT~~, NEW TEXT INDICATED BY UNDERLINE**

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR  
LITTLE CREEK DEVELOPMENT**

WHEREAS, the ANDEN GROUP OF FLORIDA, a Florida general partnership, as original developer, executed that certain Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Little Creek Development at Official Records Book 2611, Page 1227, Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration");

WHEREAS, LITTLE CREEK ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership, is the successor Developer of the Little Creek Development pursuant to Section 1.9 of the Declaration;

WHEREAS, HERITAGE DEVELOPMENT SOUTH, INC., a Florida Corporation, is the sole general partner of LITTLE CREEK ASSOCIATES LIMITED PARTNERSHIP and Gary E. Jahraus has been authorized to execute this Amendment on behalf of said corporation pursuant to the Board directive attached hereto as Exhibit "A."

WHEREAS, Section 12.5 of the Declaration provides that the Developer may amend, change or add to the Declaration as long as it holds title to any lot affected by the Declaration;

WHEREAS, LITTLE CREEK ASSOCIATES LIMITED PARTNERSHIP holds title to at least one lot affected by said Declaration.

NOW, THEREFORE, the Declaration of Covenants, Restrictions, Reservations and Easements for Little Creek Development is hereby amended as follows:

1. Article VII, Section 7.1 (a)(ii) shall be deleted in its entirety and is replaced by the following:

(ii) Each contributing lot, upon which a dwelling unit shall not yet have been constructed shall have assigned a value of one (1.00).

2. Article VII, Section 7.4 is hereby deleted in its entirety and is replaced by the following:

**Section 7.4 - Date of Commencement of Annual Assessments: Due Dates.**

The annual lot assessments provided for in this Article VII shall commence on the first day of the month next following the day such lot has been conveyed by Developer, on which date such lot shall become a Contributing Unit.

The annual assessments shall be payable in monthly installments or annual or quarter-annual installments if so determined by the Board of Directors of the Association. The assessment amount may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment shall be for the calendar year, but the amount of any assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment under Section 7.3 hereof shall be fixed in the Board resolution authorizing such assessment.

3. Article VII, Section 7.5 is hereby deleted in its entirety and is replaced by the following:

**Section 7.5 - Setting of Assessment.** The Board of Directors shall fix the annual assessment pursuant to the budgetary requirements of the Association as further set forth in this Article VII.

4. The second paragraph contained in Article V11, Section 7.7, is deleted in its entirety and is replaced by the following:

If any installment of an assessment is not paid within thirty (30) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid), and all sums due shall bear interest from the dates when due until paid at the highest rate allowed by law, and personally obligated to pay the same or may record a claim of lien against the property on which the assessments and late charges are unpaid, or pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action shall be added to the amount of such assessments, interest and late charges, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

5. Article VIII, Section 8.3 is hereby deleted in its entirety and is replaced by the following:

**Section 8.3 - Fines.** In addition to all other remedies, the Association may impose a fine or fines upon an owner, tenant, guest, invitee or employee for failure to comply with this Declaration, or any rule or regulation promulgated hereunder, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the owner or other party of the infraction or infractions. Included in the notice shall be the date and time of a special hearing at which the fine or fines will be addressed. Such notice shall be provided to the offending party at least fourteen (14) days prior to such hearing.

(b) Hearing: The hearing as set forth above shall be before a committee of at least three (3) members of the Association appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve of a proposed fine or suspension, it may not be imposed.

(c) Penalties: The Association may impose a fine against the offending party in an amount not to exceed \$50.00 per easement violation.

(d) Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition of the fine.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article VII hereof.

(f) Nonexclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

6. Article X, Section 10.1 is hereby deleted in its entirety and is replaced by the following:

**Section 10.1 - Requirement of Board Approval.** Except for buildings and other structures and improvements constructed, installed or placed by or with approval of Developer; landscaping, plantings, signage and other features by or with the approval of Developer; and additions, alterations, modifications and changes to any of the foregoing by or with the approval of Developer (collectively "Developer Improvements"), which Developer Improvements are not subject to the approval of the Board, no improvement or structure of any kind, including, without limitation, any building, basketball goal, wall, fence, swimming pool, tennis court, or screen enclosure, shall be erected, placed or maintained on any portion of The Properties; no landscaping or planting shall be commenced or maintained upon any portion of The Properties; and no addition, alteration, painting, modification or change to any such improvement, structure, landscaping or planting shall be made without prior written approval of the Board.

7. Article XII, Section 12.10 is hereby deleted in its entirety and is replaced by the following:

**Section 12.10- Rules and Regulations.** All Lot Owners shall comply with the rules and regulations adopted and amended from time to time by the Board of Directors. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration and shall relate to the overall development of the Property, and shall not in any way diminish the powers of self-government of the Association. Nothing in this Declaration shall exempt the properties, owners, or the Association from any applicable governmental regulations.

8. Paragraph 7 of SCHEDULE A- INITIAL ASSOCIATION RULES AND REGULATIONS FOR LITTLE CREEK DEVELOPMENT is hereby deleted in its entirety and is replaced by the following:

7. No satellite dish antenna greater than one (1) meter in diameter shall be erected or permitted on any lot. The following types of antennas will be allowed on Lots, subject to the prior approval of the Board:

- a) Satellite dish or similar dish type antennas less than one (1) meter in diameter;
- b) Antennas (other than satellite dish antennas) designed to receive television broadcast signals.

The Board may require these antennas to be screened from view, subject to Local, State and Federal Law or Regulations.

9. Paragraph 13 of SCHEDULE A- INITIAL ASSOCIATION RULES AND REGULATIONS FOR LITTLE CREEK DEVELOPMENT is hereby deleted in its entirety and is replaced by the following:

13. No chain link fences shall be permitted on any properties of the Little Creek Community or any portion thereof, except during construction by Developer. No

other fence, wall or other structure shall be erected on any Lot, except as originally installed by Developer or its affiliates or as approved by the Board. Further, no hedge shall be planted except as approved by the Board. In considering any request for the approval for a hedge or other landscaping, the Board shall give due consideration to the possibility of same obstructing the view from any adjoining Lot or Common Area and may condition its approval on the hedge or other landscaping being kept to a specific height by the Association.

No fence, wall or hedge shall be installed so as to obstruct any pedestrian, landscaping or similar easement over any Lot, nor shall it encroach into a front yard or side yard setback. All fences and walls shall be painted to match the exterior of the home located on said Lot.

IN WITNESS WHEREOF, Little Creek Associates Limited Partnership executes this First Amendment to the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Little Creek Development on the date as set forth below.

LITTLE CREEK ASSOCIATES,  
LIMITED PARTNERSHIP, a  
Michigan limited partnership

By: HERITAGE DEVELOPMENT SOUTH,  
its General Partner

\_\_\_\_\_  
Witness (Print name)

\_\_\_\_\_  
Witness (Print name)

By: \_\_\_\_\_  
Gary Jahraus, its Agent

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me this 25<sup>th</sup> day of July, 1997 by Gary Jahraus, who is personally known to me or produced identification (type of identification produced)

Notary Public-State of Florida

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR  
LITTLE CREEK DEVELOPMENT**

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR LITTLE CREEK DEVELOPMENT was executed on April 1, 1993, and was recorded at Official Records Book 2611, Page 1227, Public Records of Seminole County, Florida (hereinafter referred to as the "Original Declaration");

WHEREAS, the original Declaration placed certain covenants and restrictions on property within the Little Creek Development located in Seminole County, Florida, including the creation of the "LITTLE CREEK HOMEOWNER'S ASSOCIATION, INC.";

WHEREAS, Sections 2.2 and 2.4 of said original Declaration allow the developer to annex additional property to the properties which are already subject to the covenants and restrictions contained in the original Declaration;

WHEREAS, LITTLE CREEK ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership, is the successor "Developer" of the LITTLE CREEK DEVELOPMENT as defined in Section 1.9 of the original Declaration;

WHEREAS, HERITAGE DEVELOPMENT SOUTH, INC., a Florida Corporation, is the sole general partner of LITTLE CREEK ASSOCIATES LIMITED PARTNERSHIP and Gary E. Jahraus has been authorized to execute this Supplemental Declaration on behalf of said corporation pursuant to the Board directive attached hereto as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the provisions contained in the original Declaration, this Supplemental Declaration of Covenants, Restrictions, Reservations and Easements for Little Creek Development is adopted as follows:

- 1) The property described on attached Exhibit "B" constitutes additional properties which are hereby annexed into and become a part of the "properties" described in Section 1.22 of the original Declaration;
- 2) It is the intention of the Developer that the property as described on attached Exhibit "B" is to be subject to, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, reservations, charges and liens as set forth in the original Declaration or any amendments which may, from time to time, be made thereto;
- 3) At the time of the recording of this Supplemental Declaration, the additional properties set forth on Exhibit "B" have not been platted. It is anticipated that these additional properties will be platted in the future and that said platting will result in the creation of 356 additional "lots" as that term is defined in Section 1.16 of the original Declaration. For all purposes and requirements as set forth in the original Declaration, the additional properties shall be deemed to consist of 356 lots unless or until the additional properties are platted. At the time of said platting, the actual number of lots created by said plats shall control.

IN WITNESS WHEREOF, the undersigned, as Developer, does hereby make this Supplemental Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Little Creek Development, and has caused this Supplemental Declaration to be executed in its name, on the day and year as set forth below.

LITTLE CREEK ASSOCIATES,



LIMITED PARTNERSHIP, a  
Michigan limited partnership

By: HERITAGE DEVELOPMENT SOUTH,

\_\_\_\_\_  
Witness (Print name)

its General Partner

\_\_\_\_\_  
Witness (Print name)

By: \_\_\_\_\_  
Gary Jahraus, its Agent

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me this 7<sup>th</sup> day of October, 1996  
by Gary Jahraus, who is personally known to me or produced identification (type of identification  
produced)

Notary Public-State of Florida

CONSENT IN LIEU OF SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF  
HERITAGE DEVELOPMENT SOUTH, INC.

Pursuant to Section 607.0321, Florida Statutes, the undersigned, constituting all of the members of the Board or Directors of Heritage Development South, Inc., a Florida corporation (the "Corporation") hereby adopt and approve the following resolutions by written consent, in lieu of holding a special meeting of the Board of Directors of the Corporation;

WHEREAS, the Corporation has entered into a Purchase and sale Agreement dated as of the 30th day of August, 1995, as amended, by and between William Brandt, as State Court Receiver, as Seller, and the Corporation, as Purchaser, as assigned to Little Creek Associates Limited Partnership, a Michigan limited partnership, as Purchaser, concerning the purchase of certain parcels of land in the "Little Creek" Planned Unit Development, Seminole County Florida, as more particularly described in Exhibit A to the purchase and Sale Agreement; and

WHEREAS, in conjunction with the acquisition contemplated in the Purchase and Sale Agreement, and by separate resolution of the Board of Directors of the Corporation, the Corporation, as sole general partner of Little Creek Associates Limited Partnership, a Michigan limited partnership (the "Partnership"), has been authorized to enter into all documents listed on Exhibit "A" attached hereto and incorporated to consummate the transactions contemplated herein (the "Documents"); and

WHEREAS, David L. Treadwell, as President of the Corporation, has been authorized and directed to execute the foregoing Documents and any and all instruments and perform all acts as aforesaid, in the name of the Corporation and on behalf of the Corporation and under its corporate seal, as the sole general partner of the Partnership; and

WHEREAS, the board of Directors contemplates that David L. Treadwell may not be available, or that it may be impractical or inconvenient for David L. Treadwell, to execute all of the foregoing Documents and instruments in connection with the foregoing, and, therefore, the Board of Directors desires to authorize Gary E. Jahraus to execute the foregoing Documents and instruments, and perform all acts as aforesaid, as sole general partner of the Partnership, to the extent they are not executed or performed by David L. Treadwell in the name of the Corporation and on behalf of the Corporation and under its corporate seal, as the sole general partner of the Partnership;

EXHIBIT "A"

NOW, THEREFORE, BE IT RESOLVED that Gary E. Jahraus be and is hereby authorized and directed to execute any and all of the Documents on behalf of the Corporation and under its corporate seal, as the sole general partner of the Partnership, to the extent they are not executed or performed by David L. Treadwell in the name of the Corporation and on behalf of the Corporation and under its corporate seal, as the sole general partner of the Partnership; and

FURTHER RESOLVED, that the officers of the Corporation are authorized to take whatever actions that may be necessary to effectuate the foregoing and the Secretary is hereby authorized and directed to place this Consent document in the minute book of the Corporation.

IN WITNESS WHEREOF, the undersigned members of the Corporation's Board of Directors have executed this Consent as of the 17<sup>th</sup> day of April, 1996.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS AND EASEMENTS FOR  
LITTLE CREEK DEVELOPMENT**

THIS DECLARATION is made this 1<sup>st</sup> day of April, 1993, by THE ANDEN GROUP OF FLORIDA, a Florida general partnership, hereinafter referred to as Developer," which declares that the real property described in Article II, which is owned by the Developer, is subject and shall be hold, transferred, sold, conveyed and occupied subject to the. covenants, conditions, restrictions, easements, reservations, charges and liens hereinafter set forth.

**ARTICLE I - DEFINITIONS**

The following words used in this Declaration (unless the context shall prohibit) shall have the following meanings:

**Section 1.1** "Articles" shall mean the Articles of Incorporation of the Association.

**Section 1.2** "Assessments" shall mean a share of the Association Expenses required for the payment of the Association Expenses which from time to time are assessed against the Lots and Lot Owners, commencing from the time each Lot becomes a Contributing Lot.

**Section 1.3** The "Association" shall mean and refer to Little Creek Homeowner's Association, Inc., a Florida corporation not for profit, and its successors and assigns.

**Section 1.4** "Association Expenses" shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Lots and the owners thereof, together with allocations to the Reserve Fund.

**Section 1.5** "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

**Section 1.6** "Bylaws" shall mean the Bylaws of the Association.

**Section 1.7** "Common Property" or "Common Properties" shall mean and refer to (i) those tracts designated as Common Property or Common Properties an any recorded subdivision plat or plates of the Properties dedicated or deeded to the Association, (ii) the primary drainage system (as hereinafter defined), (iii) all landscaping and improvements lying within the public ways, (iv) all Easement Areas as defined I Sections 4.2, 4.5 and 4.9 hereof, (v) entry features or signs erected by the Developer to identify Little Creek, (vi) any landscaping and walls installed by the Developer or the association in any Common Property, (viii) the Conservation Easement Areas an defined in Article VI hereof, and (ix) all such similar items, areas, easements or properties which may be added by supplemental declarations regardless of whether any such items are capable of being legally described or lie within dedicated areas or easement; together with all future additions thereto, and together with the landscaping and any improvements thereon, as well as much other property, both real and personal, acquired by the Association by purchase, gift, lease or otherwise. It is also the intention of the Developer to designate portions of the lands on recorded subdivision plats of The Properties as Parks or Common Properties and to convey fee simple title to such Park or Common Property or Common Properties to the Association. The Association shall be responsible to maintain, repair and replace the Common Property or Common Properties as hereinafter provided. Developer shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Common Property or Common Proportion such facilities, if any, as the Developer deems appropriate. The timing And phasing of all such construction, if any shall be within the sole discretion of the Developer.

**Section 1.8** "Declaration" or "Declaration of Covenants and Restrictions" or "Covenants and Restrictions" shall mean the Declaration of Covenants, Conditions and Restrictions.

**Section 1.9** "Developer" shall mean The Anden Group of Florida, a Florida general partnership, its successors and assigns, only if the Instrument by which such successor or Assignee assumes the interest of The Anden Group of Florida in this development expressly provides that such successor or assignee shall become the Developer hereunder. A builder, contractor, or other person which purchases one or more Lots for the purpose of constructing dwelling units shall not be deemed to be a "Developer."

**Section 1.10** "Lot Owner" or "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties.

**Section 1.11** "Easement" or "Easement Areas" shall mean and refer to all of the various easements and easement areas as designated on any recorded subdivision plat or plats of the Properties, but, does not include or refer to those areas specifically so designated only for utility easement areas.

**Section 1.12** "First Mortgage" means any mortgage constituting a lien prior in dignity to all other mortgages encumbering the same Lot.

**Section 1.13** "Home" means any single family residential dwelling constructed or to be constructed on or within a Lot.

**Section 1.14** "Institutional Mortgagee" means (a) any lending institution having a first mortgage lien upon a Lot including any of the following institutions; a Federal or State Savings and Loan or Building and Loan Association, or bank or real estate investment trust, or mortgage banking company doing business in the State of Florida; or (b) any "Secondary Mortgage Market Institution including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot; or (c) any pension or profit-sharing funds qualified under the Internal Revenue Code; or (d) any and all investing or lending institutions, or the successor and assigns of such lenders (herein referred to as the "Lenders") which has loaned money to Developer to acquire, or construct improvements upon, The Properties and which holds a mortgage upon any portion of the Properties securing such a loan.

**Section 1.15** "Little Creek" means the multiphased residential development known as "Little Creek," of which the properties are a part, and which are the subject of the Planned Unit Development Restrictions for residential development.

**Section 1.16** "Lot" shall mean and refer to any lot on the various recorded subdivision plats of portions of The Properties, which plats are now of record in Seminole County, Florida, or may be recorded in the future, and which plats are designated by Developer by recorded instrument to be subject to these covenants and restrictions and any lot shown upon any resubdivision of any such plat, with the exception of the Common Properties, and of any lands to be used for schools, utilities or government uses.

**Section 1.17** "Member" shall mean and refer to all those owners who are members of the Association as provided in Section 3.1 and Section 3.2 hereof.

**Section 1.18** "Mortgage" means any recorded mortgage, Deed or Trust or other instrument transferring any interest in one or more Lots as security for the performance of the Lot.

**Section 1.19** "Occupant" shall mean the person or persons other than the Lot Owner in possession of an obligation.

**Section 1.20** "Planned Unit Development Restrictions" or "PUD Restrictions" shall mean and refer to all of the provisions, restrictions, requirements, plans, commitments and responsibilities incurred or imposed upon the Developer by The City Of Oviedo, Florida in:

- (1) The Development Agreement between the City and the Developer, adopted by the City on December 5, 1988 and accepted by the City on December 27, 1988; and
- (2) That Conditional Use Permit numbered 024-90, issued to Developer by the City on June 4, 1990; and
- (3) The "Preliminary Plan for Little Creek Planned Unit Development, City of Oviedo, Florida. April, 1990" comprised of twelve (12) sheets, as prepared by Commonwealth Engineering Associates, Inc. as its Job Number 100-08-201, including all Notes as set forth thereon.

**Section 1.21** The "Primary Drainage System" shall mean and refer to the Surface Water Management System as is from time to time permitted by the St. John's River Water Management District, and generally consisting of, but not limited to:

The combination of all storm water retention/detention ponds and area overflow weirs, culverts, swales, water control structures, and impoundments, together with all related easements, structures, facilities and appurtenances; but does not include the Secondary Storm Water Collection Systems generally consisting of inlets, pipes, manholes and other conveyance systems which discharge storm waters into the Primary Drainage System.

**Section 1.22** "The Properties" or "Properties" shall mean and refer to the initial real property, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedure hereinafter set forth.

**Section 1.23** "Reserve Fund" shall mean and refer to the monies allocated by the Association, out of Regular Assessments, and maintained in a separate bank account, for the payment of the cost and replacements of improvements to the Common Property.

**Section 1.24** "Rules" means any rules or regulations duly adopted by the Association in accordance with the Bylaws.

**Section 1.25** "Special Assessment" shall mean and refer to any assessment imposed against all Lot Owners equally for an expense which is not contained in the Association budget.

**Section 1.26** "Surplus" shall mean the excess of all receipts of the Association from the Lot Owners and any other income accruing to the Association over and above the amount of the expenses of the Association.

The foregoing definitions shall be applicable to this Declaration and also shall be applicable to the Articles of Incorporation and Bylaws of the Association, unless otherwise expressly provided herein or therein.

**ARTICLE II – PROPERTY SUBJECT TO THIS DECLARATION**  
**ADDITIONS THERETO**

**Section 2.1 – Legal Description.** The initial real property which in and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Seminole County, Florida and is more particularly described as:

Lots 90 through 120 inclusive, lots 131 through 149 inclusive, and Tracts A, B, C, D, E, and F of LITTLE CREEK PHASE I-A, a subdivision according to the Plat thereof as recorded in Plat Book 46, upon Pages 39 through 44 inclusive, of the Public Records of Seminole County, State of Florida

- and -

Lots 1 through 29 inclusive, lots 84 through 89 inclusive, lots 121 through 130 inclusive, lots 150 through 162 inclusive, lots 175, 176, 202, 203, 204, and Tract A of LITTLE CREEK PHASE I-B, a subdivision according to the Plat thereof as recorded in Plat Book 46, upon Pages 45 through 47 inclusive, of the Public Records of Seminole County, State of Florida.

all of which real property and all additions thereto are herein referred to collectively as “The Properties.” The Developer may from time to time bring other land under the provisions hereof by recorded Supplemental Declarations and thereby add to The Properties. It shall not be necessary for the Developer to obtain the consent of any other person (including, without limitation, Lot Owners or the Association) to approve or consent to the addition of lands to The Property subject to this Declaration.

**Section 2.2 – Additional Property.** The Developer shall have the right, for a period of ten (10) years after the date of the recording of this Declaration, from time to time and within its sole discretion, to annex to the existing Properties additional property, including properties now or hereafter acquired by it and property of others which is either abutting the existing properties (including additions thereto) or so situated that its addition will be consistent with the uniform scheme for development as determined in the sole discretion of the Developer. It is the present intention of the Developer that all residentially zoned real property within Little Creek shall eventually be made a part of The Properties and accordingly, reference herein to The Properties should be deemed to be reference to all of Little Creek where such reference is intended to include property other than described in Section 2.2 hereof. Nothing herein, however, shall obligate Developer to add to the initial portion of The Properties, to develop future portions of Little Creek under such common scheme, nor to prohibit the Developer from rezoning and changing the PUD Restrictions and plans with respect to such future portions and/or additional or other property to Little Creek and The Properties under a common scheme of development. Such additional properties are to be all or portions of the real property more particularly described upon the ordinance and Development order as described and referred to in Section 1.20 of this Declaration, and is subject to the determination by the Veterans Administration or the Federal Housing Administration that such annexation is in accordance with the general plan of development heretofore approved by either of them.

**Section 2.3 – Other Additions.** Additional lands may also be annexed to the existing properties upon the consent of not less than sixty-seven percent (67%) of each class of Members of the Association, at a regular meeting of the Association or at a special meeting duly called for such purpose, together with all governmental approvals, if any, as required by law.

**Section 2.4 – Supplemental Declaration.** Any such additions as authorized Section 2.2 or Section 2.3 herein above shall be made by the filing of record of one or more supplemental declaration with respect to the additional properties. A supplemental declaration shall contain the following:

- (a) A reference to this Declaration;
- (b) Identification of the Developer of the supplemental declaration;

(c) An expression of intent to submit the real property described therein to be a portion of the Properties under this Declaration and to the uniform scheme of development of this Declaration and to the jurisdiction of the Association;

(d) A statement that the real property that is the subject to the supplemental declaration constitutes additional properties which are to become a part of The Properties which are the subject matter of this Declaration; and

(e) A description of that portion (if any) of the additional property that is to constitute Common Property or Common Properties in accordance with the provisions hereof.

In addition, a supplemental declaration may contain such additions to or modifications of the provisions hereof applicable to the additional property that may be necessary to reflect the different character, if any, of the additional property that is the subject of the supplemental declaration. Any such supplemental declaration shall become effective upon being recorded in the aforesaid Public Records.

### **ARTICLE III – MEMBERSHIP AND VOTING RIGHTS**

**Section 3.1.** Every record owner of a Lot shall be a Member of the Association. There shall be one person, with respect to each Lot, who shall be entitled to vote at any meeting of the Lot Owners and such person shall be known (and is hereinafter referred to) as "Voting Member" provided, however where a single home is situated on a Lot or more than one Lots, the Lot Owner shall only have one vote in the Association for each Lot owned, and further provided the Owner(s) an unimproved Lot(s) shall be entitled to one vote for each Lot owned. If a Lot is owned by more than one person, the owners of said Lot shall designate one of them as the Voting Member, or in the case of a corporate Lot Owner, an officer or an employee thereof shall be the Voting Member. Designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the Bylaws of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Transfer of Lot ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

**Section 3.2.** The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all owners as defined in Section 2.1, with the exception of the Developer as defined in this Declaration (as long as the Class B membership shall exist and thereafter the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 3.1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) Class B. The Class B member shall be the Developer. The Class B Member shall be entitled to one (1) vote for each Lot owned by the Developer, plus (2) votes for each vote which the Class A members are entitled to cast from time to time; provided that the Class B membership shall cease and terminate upon the happening of either of the following events, whichever occurs earlier:

(1) Four (4) months after the sale and conveyance of seventy-five percent (75%) of the Lots developed or to be developed in Little Creek; or

(2) Ten (10) years after the date of the recording of the Declaration in the Public Records of Seminole County, Florida; or



(3) At any time prior to that date at the election of the Developer.

(c) Notwithstanding the foregoing or anything contained in this Declaration to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Association until the occurrence of either of the events set forth in Section 3.2 (b) (1), (2) or (3) hereinabove. Whereupon the then existing Class A Members shall be obligated to elect the Board and assume control of the Association.

**Section 3.3 – Mergers.** Upon a merger or consolidation of the Association with another similar association, 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 merger; provided, however, that such merger shall have been adopted by receiving at least sixty-seven percent (67%) of the votes of each class of members voting at a regular meeting or special meeting duly called for such purpose, are entitled to cast. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property, together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the Property.

#### **ARTICLE IV – PROPERTY RIGHTS IN THE COMMON PROPERTIES**

**Section 4.1 – Ownership.** The Common Properties shall be conveyed or assigned to the Association for the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of The Properties in the manner specified herein. When all improvements proposed by Developer to be constructed within The Properties have been completed and conveyed to purchasers (if applicable), or sooner at Developer’s option exercisable from time to time as to any portion or all of the Common Properties, the Developer, or its successors and assigns, shall convey, assign and/or transfer the record fee simple title or such rights, title and interest as shall then be owned by it to the Common Properties (except those areas lying within dedicated areas) to the Association, free and clear of any mortgages, and the association shall accept such conveyance and/or assignment, holding title and interest for the Owners as stated in the preceding sentence. Beginning upon the date the Common Properties are deeded and/or, assigned to the Association, the Association shall be responsible for the maintenance and operation of all Common Properties in a continuous and satisfactory manner without cost to the general taxpayers of the city of Oviedo, the St. John’s River Water Management District, or of Seminole County, Florida. It is intended that all real estate taxes against the Common Properties shall be proportionately assessed against and payable as part of the taxes of the Lots within The Properties. However, in the event, that any such taxes are assessed directly against the Common Properties, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property thereon belonging to the Association. Developer shall have the right from time to time to enter upon the Common Properties during periods of construction of any facilities on the Common Properties that Developer elects to build, and Developer shall have the right to use the Common Properties for sales, displays and signs during the period of construction and sales of all of the land owned by Developer within The Properties.

**Section 4.2 – Members’ Easement.** Each Member of the Association, and each tenant, agent and invitee of such member, shall have a permanent and perpetual easement for the use and enjoyment of all Common Properties in common with all other such Members of the Association, their tenants, agents and invitees.

The rights of use and enjoyment are hereby made the subject to the following superior rights:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Properties and facilities in compliance with the provisions of this Declaration, the PUD Restrictions and with the restrictions on the plats or portions of The Properties from time to time recorded by Developer.

(b) The right of the Association to suspend the voting rights and right to use the Common Properties and facilities of an owner and his designees for any period during which any assessment against his Lot or Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(c) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Properties.

(d) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Properties and all facilities at any time situated thereon, including the right to fine Members as provided in Section 8.3 hereof. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(e) Developer, its successors and assigns, shall have the right to permit persons other than Members and designated persons to use certain portions of The Properties and any recreational facilities that may be constructed thereon under such terms as Developer, its successor and assigns, may from time to time desire. In addition, the employees of the Developer shall have the right to use all Common Properties, including recreational facilities, as long as the Developer owns any portion of The Properties. The right to use and enjoyment of the Common Property and facilities thereon shall extend to each permitted user's immediate family who reside with him, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

(f) All of the easements, terms, provisions, and agreements as set forth in the Developer Agreement between Developer and a private service company for the furnishing to the Property of adequate sewage collection and disposal services.

(g) All of the restrictions, requirements, terms and provisions relating thereto as set forth in the Planned Unit Development Restrictions.

**Section 4.3 – Easement Appurtenant.** The Easements provided in Sections 4.2 and 4.5 hereof shall be appurtenant to and shall pass with the title to each Lot.

**Section 4.4 - Maintenance.** The Association shall at all times maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Properties, any and all landscaping and other improvements features situated on the Common Properties (upon completion of construction by Developer), except utilities. All such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Without limiting the generality of the foregoing, the Association shall assume all of Developer's responsibility to the City of Oviedo, the St. John's, River Water Management District, and Seminole County, Florida, of any kind with respect to the Common Properties, including, but not limited to, the entry features, and the Primary Drainage Systems and shall indemnify Developer and hold Developer harmless with respect thereto. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VII, and shall be assessed against all Lots as provided for in Article VII hereof. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Properties or abandonment of his right to use the Common Properties.

**Section 4.5 – Easement Grant and Restrictions.** The Developer does hereby give and grant unto the Association, a perpetual easement for the use, development, installation, maintenance and care of all landscaping, walks, walls and signage or other improvement features upon and within the Easement Areas shown on the plats of the Properties as from time to time recorded by the Developer, together with full right and authority of the Association, its officers, agents and/or employees to enter upon such Easement Areas for the installation, maintenance, removal, replacement, care and treatment of all walks, walls, signage and landscaping thereon as it may deem necessary and proper.

All walls, walks, signage, landscaping, trees, grass, plants and plant material or other improvement features for the development of such Easement Areas shall be installed, developed, replaced and maintained by the Association in accordance with the requirements and standards of the City of Oviedo, Florida.

Initially, such landscape buffer easement areas are to be left in their natural state, and all walls, walks, signage, landscaping, trees, grass, plants and plant material, or other improvement features for the development of such easement areas shall be installed, developed, replaced and maintained by the Association only when directed to do so by the City of Oviedo, Florida, and then in accordance with the requirements and standards of the City of Oviedo, Florida.

Subsequent to the conveyance by the Developer of any lot upon which an easement has been placed, the following restrictions and prohibitions shall become in full force and effect and binding upon and enforceable against all subsequent lot owners, to-wit:

(a) No additional or further building, walls, structures, or improvements of any kind shall be built, created, erected or placed within the Easement Areas.

(b) The Association shall have the right to remove, clear and keep clear all such buildings, walls, structures or materials from and out of and away from the Easement Areas.

(c) No lot owner will in any manner destroy, damage, remove, deface or interfere with any landscaping, plants or plant materials, trees or grass or existing fences, walls or other improvements which have been placed upon or established by the Developer and/or the Association within the Easement Areas.

(d) No lot owner shall in any manner obstruct, impede or interfere with the rights and duties of the Association as to such Easement Areas and its rights of ingress and egress thereto.

The areas designated as "Common Areas" upon the Little Creek Final Master Plan (as identified in Section 1.20 hereof) shall include conservation and water retention areas, and are restricted to prohibit the construction of any habitable structures and to allow pedestrian walks and access for the maintenance of such Primary Drainage System and Conservation Areas.

**Section 4.6 – Utility Easements.** There is hereby created a blanket easement upon, across, over, through and under the Properties for ingress and egress, installation, replacement, repair, and maintenance of all individual utility services that are or may be specifically required by the individual lots. Utilities shall be service lines and systems including, but not limited to water, sewer, re-use water, gas, telephone, electricity, television cable or communication lines and systems. This blanket easement shall not be construed to permit drainage systems, water mains, re-use water mains, sanitary sewer mains, and/or other main utility transition systems to be installed in areas not covered by a specific easement for such uses in such areas. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said Property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of all buildings, providing such company restores disturbed areas to the

condition in which they were found. This easement shall in no way affect any other recorded easements on said premises. Public and private utilities may be installed underground in the Common Properties when necessary for the service of The Properties or other lands within The Properties, and the use of all sewage utility easements shall be in accordance with the applicable provisions of the Developers Agreement therefore.

**Section 4.7 – The Association’s Easement.** For the purposes of performing the duties and obligations of the Association and determining the compliance of any owner with the Declaration, authorized agents, employees or independent contractors, shall have the right, after reasonable notice to any owner, to enter upon any Lot at reasonable hours of any day to perform such duties, obligations and inspections, to provide maintenance to said Lot, or to obtain access to another Lot to which maintenance is to be supplied.

**Section 4.8 – Access Easements.** Fire, police, health, utility, drainage, sanitation and other public or private service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Properties and the Lots.

**Section 4.9 – Easements Created by Plat.** The Property is subject to certain maintenance, landscape, walkway, wall, utility, drainage, conservation and flowage easements (collectively the Platted Easements"), which are from time to time set forth on the recorded subdivision plat of the Properties, as will be recorded in the Public Records of Seminole County Florida. The Association shall be responsible for the maintenance of the Platted Easements which are located in the Common Areas to the extent that such Platted Easements are not maintained by a governmental authority or public or private utility company.

**Section 4.10 – Supremacy Reservations.** Notwithstanding any other provision of this Declaration, the Developer reserves the right to convey to any governmental entity or agency title to or an easement over all or any portion of the Easement Areas as will be located and identified upon any recorded subdivision plat or plats of the Property.

## **ARTICLE V – PRIMARY DRAINAGE SYSTEM AREAS**

### **Section 5.1 – Maintenance.**

(a) Without limiting the generality of the provisions of Section 4.4 hereof, the Common Properties and Primary Drainage System Areas shall be maintained, operated and repaired by the Association, beginning upon the date that such areas are conveyed or assigned by the Developer to the Association, in a continuous and satisfactory manner without cost to the general taxpayers of the City of Oviedo, The St. John’s River Water Management District, and Seminole County, Florida, and without direct expense to the owners of the Lots upon which the Easements and Primary Drainage System Areas are situated or abut, except for their share of the general common expenses. The Owners of the respective Lots shall be responsible for the payment of any taxes that may be assessed against the Common Properties and Primary Drainage System Areas which are included within the boundaries of each such Lot. All work pursuant to this section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VII. Except as provided herein to the contrary, such assessment shall be against all Lots equally. No Owner may waive his right to use or otherwise escape liability for assessments for such maintenance under this section.

(b) Additionally, such repair, maintenance, operation and reconstruction by the Association shall also include but not be limited to;

- (i) The periodic moving of all grass areas and the care and replacement of all other types of landscaping thereon.

- (ii) Making a careful inspection of the Primary Drainage System at least once each year, and after each major storm event in the area, to ascertain that it is functioning and operating in accordance with the terms and conditions of the storm water permit issued therefor, by the St. John's River Water Management District. And in the course of such inspections to repair and correct any clogging, erosion or other repairs or reconstruction as are found to be necessary.
- (iii) Maintenance of the Primary Drainage Systems shall mean the exercise of practices which allow the stems to collect, convey, channel, hold, inhibit, or divert the movement of storm water as permitted by the St. John's River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction to the Primary Drainage Systems shall be a permitted, or if modified an approved, by the St. John's River Water Management District.

(c) No structure, fence or landscaping that interferes with the flow or retention of storm water and no refuse shall be placed upon or allowed to remain on any part of a Lot within any easement areas for storm water drainage or retention, and the storm water drainage and retention areas, including drainage swales or retention areas, shall not be filled or otherwise charged so as to alter or block the flow or the quantity of water. Owners of Lots within which any easement for storm water drainage or retention lies shall be responsible for the maintenance of such areas to permit this flow and retention of water in accordance with the approved storm water drainage and retention system plan required. If any owner shall fail to comply with any part or all of the restrictions contained herewith, to assess and collect the cost thereof and shall have a lien upon the Lot upon which the work was performed all in accordance with the provisions of Article VII, governing the collection of assessments.

**Section 5.2 – Limitation on Use.** The Easement Areas shall be, used for the purposes as set forth and permitted in Section 4.5, hereof, and for installation and maintenance of underground public utilities, and shall not be used by the Owners of the respective Lots for parking or for any other purposes. No driveway access or vehicular access shall be permitted to any Lots across any Landscaping or Pedestrian Areas, except for access to the sale model areas of the Developer.

## **ARTICLE VI – CONSERVATION EASEMENT AREAS**

**Section 6.1.** "Conservation Easement" or "Conservation Easement Areas" shall mean and refer to all the areas so designated as such upon any recorded Subdivision Plat or Plats of the Properties, and as declared in the certain Conservation Easement Grant heretofore given by Developer to St. John's River Water Management District (the "District"), being recorded in Official Records Book 2398, upon Pages 0294 through 0302, of the Public Records of Seminole County, Florida, subject to the use of these areas for the purposes for which they are so restricted. The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Easement in favor of the Developer, the Association, the District, and the City of Oviedo, Florida, for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this Conservation Easement, each of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the Developer, the District, and/or the City of Oviedo, Florida, to wit:

- (a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the surface of the conservation Easement Areas; and
- (b) The dumping or placing of soil or other substances or materials as landfill, or the dumping or placing of trash, waste or unsightly or offensive materials; and

(c) The removal or destruction of tress, shrubs or other vegetation from the Conservation Easement Areas; and

(d) The excavation, dredging in or removal of loan, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas; and

(e) Any use which would be detrimental to the retention of the Conservation Easement Areas in their natural condition; and

(f) Acts or uses detrimental to such retention of land or water areas.

The Conservation Easement hereby created and declared shall be perpetual.

The Developer, its successors and assigns and/or the Association, the District or the City of Oviedo, Florida shall have the right and easement to enter upon the Conservation Easement Areas at all times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Developer, and all subsequent owners of any Lot or tract upon which there is located any Conservation Easement shall be responsible for the periodic removal of trash and other debris which may accumulate on such Easement Parcel.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this paragraph may be enforced by the Developer, the District, by the Association and/or the City of Oviedo, Florida by proceedings at law or in equity including, without limitation, actions for injunctive relief.

All rights and obligations arising hereunder are appurtenances and covenants running with the lots, which include any such Conservation Easement Area and shall be binding upon, and shall inure to the benefit of the Developer, and its successors and assigns, the District, to the Association and to the City of Oviedo, Florida. Upon conveyance by the Developer to third parties of any lots and tracts affected hereby, the Developer shall have no further liability or responsibility hereunder.

## **ARTICLE VII – ASSOCIATION COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Section 7.1 – Creation of the Lien and Personal Obligation of the Assessments.** Except as provided in Section 7.8 hereof, the Developer, for each Lot owned by it within The Properties, hereby covenants and agrees, and 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, shall be deemed to covenant and agree, to pay to the Association annual assessments or charges for the maintenance, operation, management and insurance of the Common Properties as provided in Articles IV and V hereof, including but not limited to, the Easement and Primary Drainage System Areas, and other items described herein as Common Properties, including such reasonable reserves as the Association may deem necessary, and special assessment as provided in Section 7.3 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such Lot from time to time. All assessments, both regular and special, shall be imposed against all Lots within The Properties and those that may in the future be subject to liens of the Association (except as provided herein with respect to charges or assessments which are made against one or more Lots to the exclusion of others).

Determining Amount of Assessment: The anticipated operating budget for each calendar or fiscal year shall be set forth in a budget ("Budget") prepared by the Board of Directors. The total anticipated operating expenses for the Association to undertake its duties and obligations as set forth in this Declaration shall be apportioned among the contributing Lots to determine the individual lot assessments as follows:

(a) There shall be assigned to each contributing lot A "Value" in accordance with the following:

- (i) Each contributing lot which is a detached single family home on a lot shall be assigned a value ("Value") of one (1.00); and
- (ii) **SEE AMENDMENT.**

(b) The individual assessment for each contributing lot shall be the product arrived at by multiplying total anticipated operating expense reflected by the Budget, by a fraction, the numerator of which is the value assigned as aforesaid and the denominator of which shall be the total of all value assigned to all contributing lots.

**Section 7.2 – Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for maintenance, operation, management and insurance of the Common Properties and the Primary Drainage System, including, but not limited to, retention areas, drainage structures and drainage easements, as provided in Article V hereof, for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as wooded recharge areas, and to promote the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with them (if applicable) and their guests and tenants.

**Section 7.3 – Capital Improvements.** Funds in excess of \$5,000.00 in any one case which are necessary for capital improvements relating the Common Properties and which have not previously been collected as reserves or are otherwise available to the Association may be levied as special assessments by the Association upon approval by a majority of the Board of Directors of the Association and upon approval of 66-2/3% favorable vote of Members voting at a meeting or by ballot as may be provided by the Bylaws of the Association, against Lots in the manner specified in Section 7.1 hereof.

**Section 7.4 – Date of Commencement of Annual Assessments; Due Dates.** - SEE AMENDMENT.

**Section 7.5 – Maximum Annual Assessment.** - SEE AMENDMENT.

**Section 7.6 – Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall at that time, prepare a roster of the Lots, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment, except as to emergency assessments.

The Association shall upon request, and only in connection with any sale or mortgaging of any Lot, furnish to any Owner liable for an assessment a certificate in writing, signed by the Treasurer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through the action of its Board of Directors shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Lots for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms or Associations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Article of Incorporation and Bylaws

**Section 7.7 – Collection of Assessment, Effect of Non-payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association.** If the Assessments are not paid on the dates when due (being the dates specified in Section 7.4 hereof), then such charges, interest and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the appropriate Lot, which shall bind such Lot in the hand of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successor in title and recourse may be had against either or both.

SEE AMENDMENT FOR PARAGRAPH 2.

In addition to the rights of collection of assessments stated in this Section 7.7, any and all person acquiring the title to or the interest in a Lot as to which the assessment is delinquent, including. Without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitle to the occupancy of such Lot or the enjoyment of the Common Properties until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provision of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 7.8 of this Article.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association.

Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owners.

**Section 7.8 – Subordination of the Lien.** The lien of the assessment provided for in this Article VII shall be subordinate to tax liens and to the lien of any mortgage recorded prior to recordation of a claim of lien which mortgage encumbers any Lot and is in favor of any institutional mortgagee and is now or hereafter placed upon a portion of The Properties subject to assessment; provided, however, that any institutional mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any institutional mortgages acquiring a dead in lieu of foreclosure, and all persons claiming by, through or under any such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 7.8 shall be deemed to be an assessment divided among, payable by and a lien against all Lots as provided in Section 7.1 of this Article VIX, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for assessments of the either sub-associations which may be referred to in Declarations of Restrictions and Protective Covenants recorded with respect to certain Lots.



**Section 7.8 – Effect on Developer.** Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot or undeveloped property within The Properties, the Developer shall not be liable for assessments against such Lots, provided that Developer funds an amount equal to the amount of operating expenses (exclusive of reserves and management fees) incurred during such period of time not produced by assessments receivable from other Members of the Association. Developer may at any time from time to time commence paying assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits, but may at any time thereafter and from time to time again elect to follow the procedure specified in the preceding sentence. When all Lots within The Properties are sold and conveyed to Purchasers, the Developer shall have no further liability of any kind to the Association for the payment of assessments or deficits.

**Section 7.10 – Conveyance; Dedication.** All Lots and other Properties conveyed or dedicated to and accepted by a local governmental authority and Common Property, shall be exempt from the assessments created herein, except that no Lot devoted to dwelling use shall be exempt from these assessments.

**Section 7.11 – Trust Funds.** The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments shall at all times be kept and maintained in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

**Section 7.12 – Notice and Quorum for Any Action Authorized Under Sections 7.3 and 7.5.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.3 and 7.5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7.13 – Real Estate Taxes.** In the event the Common Property and facilities owned by the Association are taxed separately from the parcels deeded to Lot owners, the Association shall include such taxes as a part of the general assessment. In the event the Common Property and facilities owned by the Association are taxed as a component of the value of the property owned by each Lot Owner, it shall be the obligation of each Lot Owner to promptly pay such taxes prior to then becoming a lien upon the Property.

## **ARTICLE VIII – RULES & REGULATIONS**

**Section 8.1 – Compliance by Owners.** Owner and his tenants, guests, invitees, and agents shall comply with any and all rules and regulations adopted by the Association as contemplated in Sections 4.2, 8.4 and 12.10 hereof.

**Section 8.2 – Enforcement.** Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Association shall have the right to suspend voting rights and use of Common Properties as specified in Section 4.2 hereof.

**Section 8.3 – Fines.** - SEE AMENDMENT.

**Section 8.4 – Initial Rules and Regulations.** Attached hereto as Schedule A are the initial rules and regulations of the Association which are incorporated herein by reference and which may be modified, in whole or in part, at any time by the Board. Any such modification shall only become effective upon its recordation in the Public Records of Seminole County, Florida.

## **ARTICLE IX – RESIDENTIAL UNIT CATEGORIES**

**Section 9.1 – Land Use and Building Types.** Each Lot is restricted to the use of a single family, its household servants and guests, exclusively for residential purposes. Only one home may be built upon each Lot. No portable or temporary buildings, mobile homes, recreation vehicle, tents, shacks, or barns may be placed constructed upon a Lot. Temporary use of Lots by the Developer for sales displays, parking lots, sales offices and storage areas shall be permitted until the last Lot in sold. No building shall be erected, altered, placed or permitted to remain on any Lot other than as set forth above, except for such accessory buildings and improvements authorized by the applicable ordinances of the City of Oviedo, Florida.

**Section 9.2 – Changes to Homes and Lots.** No owner shall make or permit any modification or alteration to the exterior of any Home or construct any wall or other structure on a Lot, except with the prior written consent of the Board, as is provided for in Article X of this Declaration, which consent may be withheld by the Board for purely aesthetic reasons.

### **Section 9.3 – Specific Restrictions.**

(a) All lots are zoned, restricted and platted for one detached, single-family dwelling, and the principal building to be constructed an all lots shall have a minimum building lot line set-backs, as follows:

- (i) As to those lots which under the Planned Unit Development Restrictions are shown as zoned RMD and are to be portions of the proposed subdivisions of Little Creek Phases 3A and 3B, all of which are, located south and east of realigned Lockwood Road, building lot line set-backs of twenty feet (20') from the front lot line, twenty feet (20') from the rear lot line, and five feet (5') from each such lot side lines, except on corner lots where the side yard set-backs on the street side shall be twenty feet (20') from the street side lot line.
- (ii) As to all other lots which under the Planned Unit Development Restrictions are shown as zoned RLD, all of which are located north and west of realigned Lockwood Road, building lot line set-backs of twenty-five feet (25') from the front lot line, twenty-five feet (25') from the rear lot line, and seven and one-half feet (7 1/2') from each such lot side lines, except on corner lots where the side yard set-back on the street side shall be twenty-five feet (25') from the street side lot line.

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

(c) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Common Properties, nor shall oil wells, tracks, tunnels, mineral excavations or shafts be permitted upon or in the Common Properties. No

derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Common Properties.

(d) No Lot may be subdivided except when a Lot being subdivided is added to both adjoining Lots. In such manner, no Lot shall be created that shall be smaller than any existing Lot. Two or more Lots may be combined in order to build one Home thereon.

(e) Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, its transferees, or its or their contractors or sub-contractors from doing or performing on all or any part of The Properties actually owned or controlled by Developer, its transferees, or its or their contractors or sub-contractors as the case may be, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of The Properties, including, without limitation;

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

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

(3) Temporary uses authorized by the City of Oviedo, Florida, by Developer of model homes, sales displays, parking lots, construction trailer, sales trailers, sales offices and other offices, or any one or combination of such uses shall be permitted until permanent cessation of such uses takes place; or

(4) Maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of The Properties in parcels;

(5) Provided, however, that operations being conducted under subparagraphs (2), (b), (C) and (d) immediately above shall be permitted upon only those parts of The Properties owned or controlled by the party causing, or conducting said operations. As used in this Section, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

(f) Each portion of The Properties will be subject to and the Association and each Owner will conform to, comply with and observe (i) all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the City of Oviedo and any and all other governmental and public authorities and boards or officers of the same relating to such Properties, any improvements thereon, or the use thereof, and no illegal or immoral purpose or use shall be permitted on such Properties; and (ii) all of the requirements, provisions, and restrictions of the Planned Unit Development Restrictions.

## **ARTICLE X – ARCHITECTURAL CONTROL**

In order to preserve the values and appearance of Little Creek, the following restrictions upon The Properties are hereby established:

**Section 10.1 – Requirement of Board Approval.** SEE AMENDMENT.

**Section 10.2 – Method of Obtaining Board Approval.** In order to obtain the approval of the Board, two (2) complete sets of plans and specifications for proposed construction and landscaping shall

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

**Section 10.3 – Approval or Disapproval by the Board.** Board shall have the right to refuse to approve any proposed plans or specifications which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the Board shall be in writing and shall be sent to the Board and the respective Lot owner, as applicable. In the event the Board fails to approve or to disapprove in writing any proposed plans and specifications within thirty (30) days after submission to the Board of such plans and specifications and any and all other reasonably requested information and materials related thereto than said plans and specifications shall be deemed to have been approved by the Board and the appropriate written approval delivered forthwith.

**Section 10.4 – Board to Adopt Rules and Regulations.** The Board shall promulgate such further rules, regulations, criteria and standards as it deems necessary and shall adopt a schedule of reasonable fees for the processing of applications to the Board.

**Section 10.5 – Appointment of Architectural Committee.** By resolution the Board may assign and delegate all or any portion of its duties and responsibilities under this Article X to an architectural committee appointed by the Board for such period of time as the Board shall provide for in such resolution.

## **ARTICLE XI – RIGHTS OF INSTITUTIONAL MORTGAGEES HOLDING FIRST MORTGAGES**

**Section 11.1 – Mortgagee's Rights.** For so long as any first mortgage upon any Lot, institutional Mortgagee shall, hold a first mortgage upon any Lot, or shall be the owner of a Lot, such Institutional Mortgagee shall have the following rights,

(a) To be given timely notice of any condemnation loss or any casualty loss which affects a material portion of The Property or any Lot encumbered by that Institutional Mortgagees mortgage;

(b) To be given timely notice of any default in the performance by an owner, whose Lot is encumbered by that Institutional Mortgagee's mortgage, of any obligation under the Declaration, Articles, Bylaws or Rules, as well as any delinquency in the payment of Assessments, which remain unpaid for a period of sixty (60) days;

(c) To be given timely notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) To pay taxes or other charges which are in default and which may or have become a charge or lien against the Common Areas; to pay overdue premiums on hazard insurance policies, or to secure new hazard insurance coverage on the lapse of a policy, for the Common Areas; and the Institutional Mortgagee making such payments shall be owed immediate reimbursement from the Association.

**Section 11.2 – Effective Date of this Article.** The provisions of this Article XI shall be applicable only after the Institutional Mortgagee shall have served written notice upon the Association identifying the Lots which it owns or upon which it holds a first mortgage, identifying such mortgage(s), and designating the place to which notices are to be sent by the Association.

## **ARTICLE XII – GENERAL PROVISIONS**

**Section 12.1 - Duration.** The covenants, conditions, restrictions, reservations and easements of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Developer, the Association, any subassociation or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owner of sixty-seven percent (67%) of the Lots agreeing to revoke said covenants as been recorded. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

In the event of termination, dissolution or final liquidation of the Association, prior thereto, the responsibility for the operation and maintenance of the surface water management systems will be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be accepted by the St. John's River Water Management District in writing.

**Section 12.2 - Notice.** Any notice or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid to: (i) any Owner, at the address of the person whose name appears as the owner on the records of the Association at the time of such mailing and in the absence of any specific address, at the address of any Lot owned by such owner; and (ii) the Association, at 210 Alafaya Woods Boulevard, Suite B, Oviedo, Florida 32765, or such other address as the Association shall hereinafter notify Developer and the Owners of in writing; and (iii) Developer at 110 Alafaya Woods Boulevard, Suite B, Oviedo, Florida 32765, or such other address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for Developer as reflected by the Association records.

Upon receipt by the Association from any Institutional Mortgagee of a copy of a mortgage held by such Institutional Mortgagee on a Lot, together with written request therefor from such Institutional Mortgagee, the Association shall timely send to such Institutional Mortgagee the following:

(a) A copy of any notice of a meeting of the Association or of the Board which is thereafter sent to the owner of such Lot; and

(b) A copy of any financial statement of the Association which is thereafter sent to the Owner of such Lot; and

(c) Written notice of any termination by the Association of any professional management of the Recreation Parcels or Association Property, and the assumption by the Association of the self-management of such areas; and

(d) Thirty (30) days prior written notice of cancellation or termination by the Association of any policies of insurance covering the Recreation Parcels or The Properties or any Improvements

thereof, or any fidelity bonds of the Association for its officers, directors, or employees as well as copies of any notice of cancellation by others received by the Association with respect thereto; and

(e) Written notice of any damage or destruction to the improvements located on the Common Properties or The Properties which give to net insurance proceeds therefor being available for distribution to the Owners of the Contributing Units encumbered by the mortgage of such Institutional Mortgagee and

(f) Written notice of any condemnation of eminent domain proceeding or proposed acquisition arising therefrom with respect to the Common Properties or The Properties; and

(g) Written notice of any material amendment to, or the abandonment or termination of, this Declaration in accordance with the terms hereof.

The failure of the Association to send any notice of any such Institutional Mortgagee shall not have any effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

**Section 12.3 – Incorporation of Little Creek Documents.** Any and all deeds conveying a Lot, or any other portion of The Properties shall be conclusively presumed to have incorporated herein all of the terms and conditions of the Little Creek Documents, including, but not limited to, this Declaration, whether or not the incorporation of the terms and conditions of the Little Creek Documents is specifically set forth by reference in such deed, and acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of the Little Creek Documents.

**Section 12.4 - Enforcement.** Enforcement of these covenants, provisions and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, condition, reservation or easement either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Association, the Developer, any sub-association or any Owner to enforce any covenant, restriction, condition, reservation or easement herein contained shall in no event be deemed a waiver of the right to do so thereafter. These remedies shall be cumulative of all other remedies provided by law.

Additionally, the St. John's 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 and operation of the Primary Drainage System.

**Section 12.5 - Amendment.** In addition to any other manner herein provided for the amendment of this Declaration, the reservations, conditions, covenants, restrictions, easement, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of any instrument executed by the Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, by approval at a meeting of Owners holding not less than sixty-seven percent (67%) of the votes of the membership of the Association, provided that so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer affects its interest. Any amendment of this Declaration shall, as is provided for in the PUD Restrictions, be subject to final approval of the City Council of the City of Oviedo, Florida, before they become effective.

Any amendment to this Declaration which would affect the Primary Drainage System, including the water management portions of the common areas, must have the prior approval of the St. John's River Water Management District.

**Section 12.6 - Condemnation.** In the event all or part of the Common Property owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting such property. The Owners may, by a vote of eighty percent (80%) of the total voting power hereunder, agree to distribute the proceeds of any condemnation or taking by eminent domain, and if the Lot Owners shall not so agree, such proceeds shall be added to the funds of the Association.

**Section 12.7 - Subordination.** Developer and the Association agree that their respective interest, as provided for in this Declaration, shall be and are subordinated to the lien, encumbrance and operation of any existing (as of the date hereof) mortgages encumbering any portion of the Total Property and any additional or replacement or subsequent mortgages obtained by Developer for the purpose of financing the construction of improvements to take place upon any portion of the Total Properties. While the provision of this paragraph self-operative, the Association nevertheless agrees to execute such instruments in recordable form as may be necessary or appropriate to evidence the foregoing subordination of its interests to any such mortgages and shall do so forthwith upon request of the Developer.

**Section 12.8 – Effect of PUD Restrictions and Other Documents Filed with City of Oviedo, Florida.** The PUD Development Plan and Restrictions of Little Creek and other related documents which are on record in the offices of the City of Oviedo, Florida, and other applicable governmental agencies, shall have the effect, and only the effect, described in the rules and regulations of the City. The PUD Development Plan and related documents constitute part of the public controls imposed by the City on developers, owners, residents and users of the property and shall not create nor be intended to create any private property or contract rights in the owners and permittees on the property, except as such rights may be created expressly by separate contracts, deeds and other documents, including this Declaration.

**Section 12.9 – FHA/VA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

**Section 12.10 – Rules Regulations.** SEE AMENDMENT.

**Section 12.11 – Legal Fees.** Any and all legal fees, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provision or this Declaration, regardless of whether such enforcement requires Judicial actions, shall be assessed by (either general or special assessment) against the collectible from the Lot Owner against whom such action was taken and shall be a lien against such Owner's Lot in favor of the Association.

**Section 12.12 – Action Without Meeting.** Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

**Section 12.13 - Interpretation.** The Board of Directors shall have the right to determine all questions rising in connection with this Declaration, and to construe and interpret its provisions and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan improvements.

The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Property as an integral portion of Little Creek.

**Section 12.14 – Authorized Action.** All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors in the manner provided for in the Bylaws of the Association, unless the terms of this instrument provide otherwise.

**Section 12.15 - Severability.** In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for much period of time and to such extent as may be permitted by law.

**Section 12.16 – Attorneys’ Fees.** Any provision in this Declaration for the collection or recovery of attorneys, fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys’ services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

**Section 12.17 – Limitation of Actions.** Notwithstanding anything in this Declaration to the contrary, neither the Association nor any Owner shall be permitted to bring suit against the Developer or its officers, directors, employees or agents for any reason whatsoever.

**Section 12.18 - Withdrawal.** Anything herein to the contrary notwithstanding, Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of The Properties from the provisions of this Declaration.

**Section 12.19 - Conflict.** This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles shall take precedence over the Bylaws.

**Section 12.20 - Invalidity.** The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Declaration which shall remain in full force and effect.

**Section 12.21 – Gender and Number.** The use of masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

**Section 12.22 – Effective Date.** This Declaration shall become effective upon its recordation in the Seminole County Public Records.

**Section 12.23 – Law to Govern.** This Declaration shall be construed in accordance with the laws of the State of Florida, both substantive and remedial.



IN WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby make this Declaration of Covenants, Conditions, Restrictions and Easements for Little Creek Development and has caused this Declaration to be executed in its name, on the day and year first above written.

signed, sealed and delivered  
in the presence of

THE ANDEN GROUP OF FLORIDA  
a Florida general partnership

By: RODRICK BUILDERS, INC.  
A Florida corporation  
General Partner

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

By: \_\_\_\_\_  
Richard A. Barber  
Its President

\_\_\_\_\_  
(Signature)

(Corporate Seal)

\_\_\_\_\_  
(Print)

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of April, 1993, by Richard A. Barber, as President of RODRICK BUILDERS, INC. a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

NOTARY PUBLIC:

Sign: \_\_\_\_\_

PRINT: \_\_\_\_\_

State of Florida at Large

My commission Expires:

Commission No./Serial No: \_\_\_\_\_

(Seal)

## SCHEDULE A

### INITIAL ASSOCIATION RULES AND REGULATIONS FOR LITTLE CREEK DEVELOPMENT

The ownership is concerned with the excellence in design and harmony of character of the building sites to provide compatibility for the entire Little Creek Community. These rules and regulations will be administered by the Board with the goal of maintaining and enhancing the inherent value of each Lot.

1. The Common Properties and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefor; nor shall any carts, bicycles, carriages, motor vehicles, chairs, tables or any other similar objects be stored thereon.

2. Employees of the Association are not to be sent out by Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

3. No motor vehicle which cannot operate on its own power shall remain in Little Creek community for more than twenty-four (24) hours, and no repair of vehicles shall be made therein with the exception of concealed inside the garage. Absolutely no in street repairs. All motor vehicles shall carry a current year's license tag registration and be maintained in proper operating condition so as not to be a nuisance by noises, exhaust, emissions, or otherwise.

4. No Owner or Occupant shall make or permit any disturbing noises in the Little Creek community and facilities by himself or his family, servants, employees, agents, renters, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner or Occupant shall play or permit to be played any musical instrument nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in the Little Creek community in such a manner as to disturb or annoy other residents. No Owner or Occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

5. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Little Creek community with the exception of "rent" or "for sale" signs. Temporary signs (i.e., garage sales, yard sales) may be posted by the Owner for a period not to exceed five (5) days; Owner is responsible for sign removal.

6. No buses, tractor trailers, semi trucks, trucks, commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers, horse trailers (herein "Vehicle" or "Vehicles") shall be permitted to be parked or to be stored at any place in Little Creek community. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, nor to any of the Developer's vehicles. Temporary exceptions to this rule will be granted by the Board. Such definition of "commercial vehicles" shall include, but not be limited to, trucks or vans in excess of three-quarter (3/4) ton, truck-tractors, semi-trailers and commercial trailers.

Any vehicle parked in violation of these rules and regulations or other restrictions contained herein or in the foregoing Declaration, as they may be amended, may be towed by the Association at the sole expense of the owner of such Vehicle if such Vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the Vehicle. The Association shall not be liable to the owner of such Vehicle for trespass, conversion or otherwise, nor guilty of any

criminal act, by reason of such towing, and once the notice of violation posted, neither its removal nor failure of the owner to receive it shall be grounds for relief of any kind.

7. SEE AMENDMENT.

8. Children will be the direct responsibility of their in parents or legal guardians, including full supervision of them while within the Little Creek community and including full compliance by them of these rules and regulations and all other rules and regulations of the Master Association. Loud noises will not be tolerated.

9. All motor vehicles shall carry a current year's license tag registration and be maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions, or otherwise. All motor vehicles, including, but not limited to, automobiles, trucks, trail bikes, motorcycles, and dune buggies, shall be driven only upon paved streets; no motor vehicles shall be driven on pathways or upon unpaved areas (except that golf carts may be used upon pathways so designated by the Board).

10. Overnight parking of all passenger vehicles shall be in driveways, garages or in other areas designated by the Board. Overnight parking of all other Vehicles and recreational equipment shall be In garages, or in areas designated by the Board for such parking and in accordance with guidelines established by the Board. Such guidelines may exempt the Developer or builders and construction personnel from this provision. No buses, tractor-trailers, or semi-trucks shall be parked on The Properties except for delivery purposes. Except for emergency repairs, no owner of a Lot shall repair or restore any vehicle, boat or trailer upon any portion of The Properties except in those areas which may be designated by the Board for such purposes.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided they do not become a nuisance or annoyance to any other owner. No pet shall be permitted outside of its Owner's Lot unless attended by an adult and on a leash not more than six feet (6') long. Said pets shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes. In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Areas. No dogs or other pets shall be permitted to have excretions on any Common Areas, and owners shall be responsible to clean up any such excretions. For the purposes hereof, "household pets" shall mean dogs, cats, domestic birds, and fish.

12. No outdoor clotheslines or other clothes drying devices shall be permitted, and no clothing shall be hung outside, unless such device or clothing cannot be seen from the front of a Lot or from any part of the Common Areas.

13. SEE AMENDMENT.

14. No garbage, refuse, trash or rubbish shall be deposited or kept on any Lot except in containers specifically manufactured for such purpose and in such areas as may be designated for such purpose by the Board provided however, that the requirements of Seminole County and the City of Oviedo for disposal or collection of trash and garbage shall be complied with.

15. All public or private transmission and service wiring for electrical, gas, telephone, and cable television communications services and service lines must be install and buried underground, where permitted, in accordance with applicable codes that may be imposed.

16. Except for the areas reserved for roads, driveways, walks, shrubbery and other garden-type plants, and areas of natural vegetation and trees to be retained, all lots shall be sodded from the backside of the street curb to and including all of the area within the lot lines.

17. No obnoxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done on a Lot which may be or may become an annoyance or nuisance to another Owner. Nothing shall be done or maintained on any Lot which may or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, who shall render a decision in writing, which decision shall be dispositive of such dispute or question.

18. The personal property of Owners must be stored in their respective dwelling units.

19. No garbage cans, supplies, milk bottles or other articles shall placed on the exterior portions of any dwelling unit or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from or on the dwelling unit, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the dwelling unit or Lot.

20. No carports shall be constructed on any Lot, and no canvas, pipe or other types of carport shall be placed in front of a garage.

21. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any dwelling unit, on a Lot or on the Common Areas, except for use in barbecuing.

22. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his dwelling unit.

23. All public or private transmission and service wiring for electrical, gas, telephone, and cable television communications services and service lines must be install and buried underground, where permitted, in accordance with applicable codes that may be imposed.

24. Every Owner and occupant shall comply with these rules and regulations as not forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of Common Properties in the event of failure to so comply. In addition to all other remedies in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or Bylaws, as provided in the Declaration.

25. All structures must be substantially completed in accordance with the plans and specifications approved by the Board or any architectural committee as set forth in Article IX of the Declaration, within twelve (12) months after commencement of construction, except that the Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

26. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, or to institutional first mortgagees, or to the original builders of new homes upon the Lots, until such homes are sold to individual owners, nor to the Lots owned by either the Developer, original home builders or such mortgagees. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall

be permitted (but not required) to grant temporary relief not to exceed three (3) days to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

**ARTICLES OF AMENDMENT  
TO THE ARTICLES OF INCORPORATION  
OF  
LITTLE CREEK HOMEOWNER'S ASSOCIATION, INC.  
A FLORIDA CORPORATION NOT FOR PROFIT  
(DOCUMENT NUMBER N39970)**

The Articles of Incorporation of Little Creek Homeowner's Association, Inc. (the "Corporation") are hereby amended pursuant to the provisions of Section 617.017 and 617.016, Florida Statutes as follows:

The following Amendments to the Articles of Incorporation of the Corporation were adopted by the Board of Directors of the Corporation on January 28, 1991.

These Articles of Amendments are made by the Corporation's Directors only as no members had been admitted, at this time.

AMENDMENT NO. 1:

Article II thereof is hereby amended, by adding thereto an additional Section, to be known as Section 8, reading as follows:

Section 8. The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. John's River Water Management District Permit No. 4-117-0269A requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

AMENDMENT NO. 2:

Section 4 of Article III thereof is hereby amended to read as follows:

Section 4. The Association shall levy and collect adequate assessments for the costs of maintenance and operation of the surface water or stormwater management system, and shall fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

AMENDMENT NO. 3:

Article V thereof is hereby amended to read as follows:

**ARTICLE V - CORPORATE EXISTENCE**

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in Perpetuity.

AMENDMENT NO. 4:

Article XIII thereof is hereby amended to read as follows:

**ARTICLE XIII - DISSOLUTION**

The Association may be terminated, dissolved, or liquidated, other than incident to a merger or consolidation, with the assent given in writing and signed by not less than sixty-seven percent (67%) of each class of members, and by sixty-seven percent (67%) of the holders of first mortgages on lots. Upon termination, dissolution or liquidation of the Association, other than incident to a merger or consolidation, assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for this Association was created and the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42-027, F.A.C., and be approved by the St. John's River Water Management District prior to such termination, dissolution or liquidation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposed.

This Amendment made this 10th day of April, 1991, by all of Subscribers of the Articles of Incorporation of Little Creek Homeowner's Association, Inc., pursuant to authority as provided in Article XIV - Section I thereof, and Florida Statute 617.017(1) as now amended.

\_\_\_\_\_  
David R. Barber (SEAL)

\_\_\_\_\_  
Ted Reynolds (SEAL)

\_\_\_\_\_  
Elaine Aviles (SEAL)

STATE OF FLORIDA  
COUNTY OF SEMINOLE

BEFORE ME, a Notary Public authorized to take acknowledgements in the State and County set forth above, personally appeared DAVID R. BARBER, TED REYNOLDS AND ELAINE AVILES, to me well known and known to me to be the individuals described in and who executed the foregoing Articles of Amendment, and who acknowledged to and before me that they executed such instrument for the purpose and intents therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the state and County aforesaid this 10th day of April, 1991.

Patricia A. Danforth  
Notary Public, State of Florida

My Commission Expires:

**ARTICLES OF INCORPORATION  
OF  
LITTLE CREEK HOMEOWNER'S ASSOCIATION, INC.  
(A Corporation Not for Profit)**

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not for Profit, we, the undersigned, hereby associate ourselves into a corporation not for profit for the purpose and with the powers hereinafter mentioned; and to that and we do, by these Articles of Incorporation, set forth the following:

ARTICLE I - NAME

The name of this corporation shall be LITTLE CREEK HOMEOWNER'S ASSOCIATION, INC. For convenience, the corporation shall be herein referred to as the "Association," whose present address until changed is: 110 Alafaya Woods Boulevard, Suite B, Oviedo, Florida 32765.

ARTICLE 11 - PURPOSES

The purposes for which this Association is organized are not pecuniary gain or profit to the members thereof, but the specific objects and purposes for which it is formed are:

Section 1. Those objects and purposes as are authorized by the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for LITTLE CREEK Planned Unit Development recorded (or to be recorded) in the Public Records of Seminole County, Florida, as hereafter amended or supplemented from time to time (herein the "Declaration").

Section 2. To be the "Association" for the operation of a planned residential community known as LITTLE CREEK, and as such Association to operate and administer said community and carry out the functions and duties of said Association as set forth in the Declaration.

Section 3. To preserve the values and amenities in LITTLE CREEK and to maintain the common properties thereof for the benefit of the owners who become members of the Association.

Section 4. To promote the health, safety and welfare of the residents within LITTLE CREEK, together with any additions thereto as may hereafter be brought within the jurisdiction of this Association.

Section 5. To operate, maintain and manage the Primary Drainage System and to assist in the enforcement of all restrictions and covenants contained in the Declaration applicable thereto.

Section 6. The Association in not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any member or individual person, firm or corporation.

Section 7. All definitions set forth in the Declaration are incorporated herein by this reference.

ARTICLE III - POWERS

In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or Bylaws, may be exercised by the Board of Directors of this Association:

Section 1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the Bylaws, or the Declaration above identified. The Association shall also have all of the powers necessary to implement



the purposes of the Association as set forth in said Declaration and to provide for the general health and welfare of its membership.

Section 2. The Association shall have the power to contract for the professional management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Declarant) the powers and duties of the Association, except those which require specific approval of the Board of Directors or members.

Section 3. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended and extended from time to time as therein provided.

Section 4. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

Section 5. Acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, mortgage, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

Section 6. To borrow money for any purpose as may be limited in the Association Bylaws.

Section 7. Dedicate, sell or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by sixty-seven percent (67%) of each class of members, agreeing to such dedication, sale or transfer.

Section 8. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional property and common area, provided that any such merger, consolidation or annexation shall have the assent of sixty-seven percent (67%) of each class of members.

Section 9. To manage, control, operate, maintain, repair and improve common property and facilities and property subsequently acquired by the Association or any property owned by another, for which the Association by rule, regulation, covenant or contract has a right or duty to provide such services.

Section 10. To enforce covenants, conditions, restrictions, rules or regulations affecting any property to the extent that the Association may be authorized to do so under the Declaration, these Articles or the Bylaws, and to operate, maintain and manage the Articles or the Bylaws, and to operate, maintain and manage the Primary Drainage System within the LITTLE CREEK Planned Unit Development.

Section 11. To engage in activities which will actively enforce and promote the common interests of all owners of Lots within the LITTLE CREEK development.

Section 12. To enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, within the Association or with any other association, corporation or any other entity or agency, public or private.

Section 13. To adopt, alter or amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, that such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

Section 14. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law and the powers specified in each of the Sections of this Article III are independent powers, not to be restricted by reference or to inference from the terms of any other paragraph or provision of this Article III.

#### **ARTICLE IV - MEMBERS**

The qualifications of members, the matter of their admission to membership, the termination of such membership and voting by members shall be as follows:

Section 1. Every record owner of a Lot shall be a Member of the Association. There shall be one person, with respect to each Lot, who shall be entitled to vote at any meeting of the Lot Owners and such person shall be known (and in hereinafter referred to) as a "Voting Member." If a Lot is owned by more than one person, the owners of said Lot shall designate one of them as the Voting Member, or in the case of a corporate Lot Owner, an officer or an employee thereof shall be the Voting Member. Designation of the Voting Member shall be made, as provided by and subject to, the provisions and restrictions set forth in the Bylaws of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Transfer of Lot ownership either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

Section 2. Membership shall be established by the record acquisition of fee simple title to a Lot whether by conveyance, devise, judicial decree, or otherwise, and the membership of any party shall be automatically terminated upon his being divested of his fee ownership in any Lot, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Lots or who may own a fee simple interest in two or more Lots so long as such parties shall retain title to at least one Lot.

Section 3. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to their Lot. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration and in the Bylaws which may be hereafter adopted.

Section 4. The Association shall have two classes of voting membership:

1. Class A. Class A Members shall be all owners as defined in Sections 1 and 2 of this Article IV with the exception of the Declarant as defined in the Declaration, herein referred to as the "Declarant" (as long as the Class B membership shall exist and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

2. Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to one (1) vote for each Lot owned by Declarant, plus two (2) votes for each Lot which the Class

A members are entitled to cast time to time, provided that the Class B membership shall cease and terminate upon the happening of either of the following events, whichever occurs earlier:

(a) Four (4) months after the sale and conveyance of seventy-five percent (75%) of the Lots developed or to be developed in the LITTLE CREEK Planned Unit Development;

(b) Ten (10) years after the date of the recording of the Declaration in the Public Records of Seminole County, Florida; or

(c) At any time prior to that date at the election of the Declarant.

Section 5. The Bylaws of the Association shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if 33-1/3% of the total number of votes entitled to be cast by members in good standing shall be present or represented at the meeting.

#### **ARTICLE V – CORPORATE EXISTENCE**

The term for which this Association is to exist shall be perpetual.

#### **ARTICLE VI – PRINCIPAL OFFICE AND RESIDENT AGENT**

The principal office of the Association shall be located at 110 Alafaya Woods Boulevard, Suite B, Oviedo, Florida 32765, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. In compliance with Section 617.023, Florida Statutes, David R. Barber in designated Resident Agent of the Association upon whom service of process may be served and 110 Alafaya Woods Boulevard, Suite B, Oviedo, Florida 32765, as the office to be maintained for that purpose, provided that such Resident Agent and office may be changed from time to time as the Board of Directors of the Association may determine.

#### **ARTICLE VIII - OFFICERS**

Section 1. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. The officers of the Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election of officers, for the removal from office of officers, for filling vacancies and for the duties of the officers. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy. The President and Vice President shall be elected from among the membership of the Board of Directors but no other officer need be a Director. The same person May hold two offices, the duties of which are not incompatible; provided, however, that the offices of President and Vice President shall not be held by the same person nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

#### **ARTICLE VIII - FIRST OFFICERS**

The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of Directors and thereafter until successors are duly elected and have taken office, shall be as follows:

President	David R. Barber
Vice President	Ted Reynolds
Secretary	Elaine Aviles
Treasurer	Elaine Aviles

#### **ARTICLE IX – BOARD OF DIRECTORS**

Section 1. The property, business and affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of directors including an annual meeting.

Section 2. The Declarant shall appoint the directors of the Association as follows:

(a) The Declarant shall have the right to appoint all the Directors until the occurrence of either of the events set forth in Article IV, section 4-2(a), (b) or (c) hereinabove.

(b) After the Declarant no longer has the right to appoint any Directors under sub-section (a) of this Section 2, then and only then shall the Directors be elected by the Members of the Association.

Section 3. Directors may be removed and vacancies on the Board filled in the manner provided by the Bylaws, however, any Director appointed by the Declarant may only be removed by the Declarant and any vacancy on the Board of a Directors appointed by the Declarant shall be filled by the Declarant.

Section 4. The names and addresses of the initial Board of Directors of the Association, who shall hold office until such time as their successors are appointed or elected, or until removed, shall be as follows:

David R. Barber	110 Alafaya Wood Boulevard, Suite B Oviedo, Florida 32765
Ted Reynolds	110 Alafaya Wood Boulevard, Suite B Oviedo, Florida 32765
Elaine Aviles	110 Alafaya Wood Boulevard, Suite B Oviedo, Florida 32765

Section 5. All directors shall be members of the Association residing in LITTLE CREEK Planned Unit Development, or shall be authorized representatives, officers, or employees or corporate members of the Association, or appointees of the Declarant.

#### **ARTICLE X - BYLAWS**

The Bylaws of the Association consistent with these Articles of Incorporation shall be adopted by the first Board of Directors, and may be altered, amended or rescinded in the manner provided for the Bylaws.

#### **ARTICLE XI – TAX EXEMPTION**

No part of the net earnings of the Association shall inure to the benefit of or be distributable to its Directors, officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payment and distributions in furtherance of the purposes and powers set forth in Articles II and III hereof. If determined by the Board of Directors, the Association shall qualify as a corporation exempt from Federal Income Tax under Section 528 of the Internal Revenue Code of 1954 or the corresponding provision to any future Internal Revenue law.

## **ARTICLE XII - INDEMNIFICATION**

Section 1. 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 director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by him in connection with such action, suit or proceeding unless (a) it is determined a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably 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 reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section I above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent 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.

Section 4. Any indemnification under Section 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the members.

Section 5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, both as to action in his official capacity while holding such office or otherwise and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was, serving at the request at the Association as director, officer, employee or agent of another corporation, partnership, joint venture trust or, other enterprise, against any liability asserted against his and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify his against such liability under the provisions of this Article.

### **ARTICLE XIII - DISSOLUTION**

The Association may be dissolved, other than incident to a merger or consolidation, with the assent given in writing and signed by not less than sixty-seven percent (67%) of each class of members, and by sixty-seven percent (67%) of the holders of first mortgages on Lots. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created, and the responsibility for the operation and maintenance of the Primary Drainage System shall be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be accepted by the St. John's River Water Management District. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval on dissolution pursuant to the provisions of Florida Statute 617.05.

### **ARTICLE XIV - AMENDMENTS**

Section 1. Prior to the recording of the Declaration, these Articles of Incorporation may be amended by an instrument, in writing, signed by all of the subscribers to these Articles of Incorporation or their successors stating the Article number and the manner of its amendment and filed in the office of the Secretary of State of the State of Florida with a certified copy of each such amendment attached to these Articles of Incorporation upon its recordation with the Declarations.

Section 2. After the filing of the Declaration these Articles of Incorporation may be amended in the following manner:

A. Notice of the subject matter of the proposed shall be included in the notice of any meeting at which such proposed amendment is considered.

B. Resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being so proposed it must be submitted to the membership for approval and thereupon receive such approval. Such approval must be by affirmative vote of at least sixty-seven percent (67%) of the entire membership.

C. Any number of amendments may be submitted to the members and voted by them at any one meeting.

D. If all of the Directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment or amendments to these Articles be adopted, then the amendment or amendments shall thereby be adopted as though the above requirements have been satisfied.

E. So long as the Declarant appoints a majority of the Directors of the Association, Declarant shall be entitled to unilaterally amend these Articles and the Bylaws, and no vote of the members including, but not limited to, any vote amending these Articles or the Bylaws, shall be effective without the written consent and joinder of the Declarant. Furthermore, no amendment shall make any changes

which would in any manner affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, unless Declarant joins in the execution of such amendment.

F. Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law.

Section 3. In case of any conflict between these Articles of Incorporation and the Bylaws, these Articles shall control and in case of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

#### **ARTICLE XV – ADDITIONAL APPROVALS**

As long as there in a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration, to-wit:

Annexation of additional properties;  
Mergers and consolidations;  
Mortgaging of common area;  
Dedication of common area;  
Dissolution and amendment of these Articles.

#### **ARTICLE XVI - SUBSCRIBERS**

The names and street addresses of the Subscribers to these Articles of Incorporation are as follows:

David R. Barber	110 Alafaya Woods Boulevard, Suite B Oviedo, Florida 32765
Ted Reynolds	110 Alafaya Woods Boulevard, Suite B Oviedo, Florida 32765
Elaine Aviles	110 Alafaya Woods Boulevard, Suite B Oviedo, Florida 32765

#### **ARTICLE XVII - SEVERABILITY**

Invalidation of any one of these Articles or Sections of Articles by judgment or court order shall in no way effect any other provisions which shall remain in full force or effect.

IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of Florida, we the undersigned, constituting the Subscribers and incorporators of this Association, have executed those Articles of Incorporation this 5th day of September, 1990.

\_\_\_\_\_(SEAL)  
David R. Barber

\_\_\_\_\_(SEAL)  
Ted Reynolds

\_\_\_\_\_(SEAL)  
Elaine Aviles

STATE OF FLORIDA  
COUNTY OF SEMINOLE

BEFORE ME, a Notary Public authorized to take acknowledgements in the State and County set forth above, personally appeared DAVID R. BARBER, TED REYNOLDS AND ELAINE AVILES, to me well known and known to me to be the individuals described in and who executed the foregoing Articles of Amendment, and who acknowledged to and before me that they executed such instrument for the purpose and intents therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the state and County aforesaid this 5th day of September 1990.

Patricia A. Danforth  
Notary Public, State of Florida

My Commission Expires:

ACCEPTANCE BY RESIDENT AGENT

Having been named to accept service of process for the above stated nonprofit corporation, at the place designated in Article VI of these Articles of Incorporation, the undersigned hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes of the State of Florida relative to the proper and complete discharge of his duties.

DATED this 5th day of September, 1990.

\_\_\_\_\_  
David R. Barber, Registered Agent



**BY-LAWS**  
**OF**  
**LITTLE CREEK HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE I**

NAME: The name of the corporation is LITTLE CREEK Homeowners Association, Inc., hereinafter referred to as the "Association".

**ARTICLE 11**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to LITTLE CREEK HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements recorded at Official Records Book 2611, Page 1227, Public Records of Seminole County, Florida, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Property" shall be defined as set forth in the Declaration.

Section 4. "Lot" shall be defined as set forth in the Declaration.

Section 5. "Owner" shall be defined as set forth in the Declaration.

Section 6. "Declarant" shall mean and refer to The Anden Group of Florida, its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements, and any supplemental Declarations or additional Declarations applicable to the Properties recorded in the Public Records of Seminole County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in said Declaration(s).

**ARTICLE III**

**MEETING OF MEMBERS**

Section 1. Annual Meetings. The Association shall hold an annual meeting of the membership in each year on a date and at an hour to be set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such

member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section. 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### **ARTICLE IV**

##### **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of directors, who must be members of the Association. The Board shall determine the number of directors, which shall never be less than three (3).

Section 2. Term of Office. At the first annual meeting at which the members are entitled to elect Board members, one director shall be elected for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect the appropriate number of directors for a term of two years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### **ARTICLE V**

##### **NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Subsequent to the termination of the Class B membership, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall be appointed by the Board and shall consist of three (3) members of the Association, who may also be Board members. A new Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election of the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

1) fix the amount of the annual assessment against each Lot in advance of each annual assessment period;

2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

3) foreclose the lien against any property for which assessments are not paid after the due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Property to be maintained.

## **ARTICLE VIII**

### **OFFICERS AND THEIR DUTIES**

The Officers and their duties shall be as enumerated in the Articles of Incorporation.

## **ARTICLE IX**

### **COMMITTEES**

The Association shall appoint a nominating Committee as provided in these ByLaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## **ARTICLE X**

### **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## **ARTICLE XI**

### **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments. If an owner fails to pay the installment of an assessment when due, such assessment shall then become delinquent and the entire balance of the assessment for the year for which such assessment was made shall then become immediately due and payable together with interest thereon and cost of collection thereof, and shall thereupon become a continuing lien on the Lot that shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment was levied.

If the assessment is not paid the Association may at any time thereafter bring an action to foreclose the lien against the Lot in like manner as a foreclosure of a mortgage on real property and/or a

suit on the personal obligation against the owner. There shall be added to the amount of such assessment all costs associated with the collection of the assessment(s), including reasonable attorneys' fees. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Property or abandonment of his Lot.

## **ARTICLE XII**

### **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words:

LITTLE CREEK HOMEOWNER'S ASSOCIATION, INC. a not-for-profit Florida Corporation.

## **ARTICLE XIII**

### **AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 3. As long as there is a class B membership, no amendment to these By-Laws shall be valid without the consent of declarant, its successors or assigns.

Section 4. As long as there is a class B membership, no amendment to these By-Laws shall be valid without HUD/VA approval.

## **ARTICLE XIV**

### **MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

IN WITNESS WHEREOF, the Board of Directors of the Little Creek Homeowner's Association, Inc. hereby adopts these By-Laws at a duly held meeting of the Board of Directors on the 29th day of July, 1997.

Lisa Thompson  
Witness  
Print Name: Lisa Thompson

David L. Treadwell  
President  
Print Name: David L. Treadwell

Ernest J. Walker  
Witness  
Print Name: Ernest J. Walker

Lisa Thompson

Lori E. Koenig

Witness  
Print Name: Lisa Thompson

Secretary  
Print Name: Lori E. Koenig

Ernest J. Walker  
Witness  
Print Name: Ernest J. Walker

STATE OF MICHIGAN  
COUNTY OF WAYNE

THE FOREGOING instrument was acknowledged before me this 29th day of July, 1997 by David L. Treadwell, who is personally know to me or produced Identification (type of identification produced) \_\_\_\_\_.

Cheryl A. Dolan  
Notary Public-State of Michigan  
Stamp or Seal:

STATE OF MICHIGAN  
COUNTY OF WAYNE

THE FOREGOING instrument was acknowledged before me this 29th day of July, 1997 by Lori E. Koenig, who is personally know to me or produced Identification (type of identification produced) \_\_\_\_\_.

Cheryl A. Dolan  
Notary Public-State of Michigan  
Stamp or Seal