

001536

Rec Fee \$ 5.00 MARTRA O. HAYNES
Add Fee \$ 7.00 Orange County
Doc Tax \$ _____ Comptroller
Int Tax \$ _____ By [Signature]
Total \$ 60.00 Deputy Clerk

DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR MYSTIC AT MARINERS' VILLAGE
COMMUNITY ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by Complete Interiors, Inc., a Florida Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Orlando, County of Orange, State of Florida, which is more particularly described on attached Exhibit "A".

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

335207 ORANGE CO. FL.
09/22/89 09/29/89

ARTICLE I

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DEFINITIONS

Section 1. "Association" shall mean and refer to Mystic at Mariners' Village Community Association, Inc., its successors and assigns.

Section 2. "Master Association" shall mean and refer to the Mariners' Village Master Property Association, Inc.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Property" shall mean and refer to that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

- Tract A Drainage and Buffer Easement (Retention Pond and Pine Buffer)
- Tract B Drainage Easement (Retention Pond)
- Tract C Recreation Area
- Tract D Drainage Easement (Retention Pond)
- Tract E Drainage Easement (Retention Pond)
- Tract F Drainage Easement (Retention Pond)
- Lot 54 Easement Lake Access Easement

Pursuant to the plat, MYSTIC AT MARINERS' VILLAGE as recorded in Plat Book 24 Pages 73 & 74, public records of Orange County, Florida.

[Handwritten signature and notes]
By [Signature]
Deputy Clerk
Assignment No. 2714

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Section 6 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 7 "Declarant" shall mean and refer to Complete Interiors, Inc., a Florida Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document as it may from time to time be amended.

ARTICLE II

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PROPERTY RIGHTS

Section 1. Obligations of the Association. The Association shall be responsible for determining desired maintenance and improvement projects related to the immediate vicinity of the entrance ways, and all Mystic at Mariners' Village entrance signs as well as all open space, the perimeter wall and other improvements located in such other areas within the Property subject to these restrictions as the Board may from time to time determine. The Association, subject to the rights of the Owners set forth in this Declaration, shall also be responsible for the protection of the 15' tree preservation easement and for determining the extent of the management and control of the easements, entranceways recreational area, perimeter wall, and any common area which the Community Association may acquire and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association may also undertake additional obligations upon adoption of a resolution by the Board of Directors which is approved by a vote of members of the Association having not less than two-thirds (2/3) of the total membership vote of the Association.

Section 2. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The Association retains the right to improve Tract C and provide active recreation such as a pool, spa and cabana, at a future date. The Association has the right to establish reasonable rules for the use of the recreational facility and shall be responsible for its maintenance.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4. All lots have one 6' side yard easement along the predetermined 10' side setback for utilities and also to allow each owner legal entry over and on his neighbor's property to gain access to the side of owner's house for repairs and painting.

Section 5. Lots 65 through 91 have a 60' rear building setback for two story houses and a 35' rear building setback for single story houses.

Section 6. Lots 65 through 91 have a 15' natural tree preservation buffer easement from the existing residential developments to the east and south of these lots. The trees CANNOT be removed or disturbed within this easement, however grass and landscaping can be planted around them.

Section 7. Lots 28, 29 and 30 have a 5' rear yard Landscape/Buffer Easement within the standard 7 1/2' rear yard utility and drainage easement on all lots.

Section 8. Lots 54 through 65 have a 50' Open Space - Drainage Easement at the rear of the lots. While the rear 50' of the platted lot is owned by the homeowner, it is owned in the form of a lakefront easement which allows access to the lake by others in Mariner' Village.

Section 9. Lots 1, 41, 42, 92, and 107 have a 10' Bufferyard B easement adjacent to the Michigan Street right-of-way. This 10' area will contain the subdivision perimeter wall and landscaping.

Section 10. Lots 13 - 17, lots 19 - 24 and lots 42 - 54 contain a 10' buffer easement at their rear lot line and lots 24 and 25 contain a 10' buffer easement at their east side property line adjacent to Frederica Drive.

Section 11. Lots 99, 112, and 124 contain an extra 15' drainage, utility, and access easement over and above the normal size of their lot. This easement area is owned by the homeowner and the grass shall be maintained with the rest of the lawn, but it shall not contain any obstructions such as shrubbery, trees fencing or structures.

Section 12. Lot 54 contains an extra 20' drainage, utility, and access easement. This area must be kept free of obstructions as it is the only access to Lake Porter for the residents of the Mystic at Mariners Village Community Association, and as such it shall be maintained by the Community Association. The Declarant may, at its option, provide appropriate fencing or landscaping to define the borders of this easement.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more

than one vote be cast with respect to any Lot.

Class B The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) three (3) years from the recording of this instrument.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Association, through its Board of Directors, shall have the power and authority to establish and collect, and each Owner of any Lot by acceptance of a deed, is deemed to covenant and agree to pay to the Association: (1) initiation fee, (2) annual assessments or charges, (3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The initiation fee, and annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. All liens created under this Declaration may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Areas.

Section 3. Initiation Fee At the time a lot is first represented by a Class A member, a one time initiation fee of \$75 shall be paid to the Association. Such fee shall be paid at the time of closing.

Section 4. Maximum Annual Assessment. Until January 1, 1991, the maximum annual assessment shall be one hundred and forty dollars (\$140.00) per Lot for the Mystic at Mariners' Village Community Association, and fifty dollars (\$50.00) per lot for the Mariners' Village Master Property Association, Inc, if Mystic at Mariner' Village contains a pool, spa and cabana. Without the pool, spa and cabana, the maximum annual assessment shall be seventy three dollars (\$73.00) per Lot for the Mystic at Mariners' Village Community Association, and fifty dollars (\$50.00) per lot for the Mariners' Village Master Property Association, Inc. The Mystic at Mariners' Village Community Association shall be responsible for the collection of dues for the Mariners' Village Master Property Owner's Association as well

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as it's own Association dues.

(a) From and after January 1, 1991, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1991, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 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 60 days following the preceding meeting.

Section 7 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the day upon which the Lot is conveyed by Declarant. Each lot's first annual assessment shall be adjusted according to the number of days remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot for the following year by November 1st of each year. Written notice of any increase in the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the

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due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and in any event shall file in the public records a Notice of Lien for Delinquent Assessments, and may foreclose the lien against the property to which the assessment relates. Such lien shall run with the land and bind subsequent owners with or without actual notice. Interest, costs and reasonable attorney's fees for such action or foreclosure shall be secured by such lien and may be recovered in such litigation by the Association. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board (hereinafter referred to as the "ARB") consisting of three (3) or more persons shall be appointed by the Board of Directors of the Association.

Section 2. Purpose The ARB shall regulate the external design, appearance, use, location and maintenance of the Property and of improvements thereon in such a manner so as to best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. Nothing herein shall give the ARB authority to regulate, control or determine external design, appearance, signage, use or location of parcels under construction, or to be constructed or marketed or sold by the Declarant, its successors or assigns. The Declarant hereby retains permanent control over all new construction in the subdivision.

Section 3. Conditions

(a) No improvements, alterations, repairs, change of paint colors, excavations, tree removal, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the ARB, except as otherwise expressly provided in the Declaration. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, or improved, altered, made or done, nor any color thereof shall be changed without the prior written approval of the ARB.

(b) Temporary houses, mobile homes, barns, skateboard ramp structures and satellite dishes are strictly prohibited. No other structures are permitted without the express written approval of the ARB. Said lots shall be used for single family residence purposes only and shall not be further subdivided. No streets, roads, or driveways shall be opened through said lots to serve adjoining property except as might have been previously provided for by plat or survey duly recorded or as might hereinafter be specified except as approved in writing by the ARB as hereinafter described.

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(c) The addition of any fencing, pool, or screened enclosure requires prior express written approval from the ARB after submission of written plans and specifications to the ARB. For all lots in this development, chain link fencing is strictly prohibited.

(d) No clearing, grading, building, fence, wall or other structure shall be erected, placed or altered on any lot or parcel until the proposed building plans, specifications, exterior color and/or finish, plot plan showing the proposed locations of such buildings or structure, drives and parking areas, and construction schedule shall have been approved in writing by the ARB, its successors and assigns. The ARB may base their refusal or approval of plans, location or specifications upon any reason, including purely aesthetic conditions, which in the sole discretion of the ARB shall be deemed sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the ARB. One (1) copy of all plans and related data shall be furnished to the ARB for its records.

(e) No lot or parcel of land shall be used as a dumping ground for garbage; nor shall any lot or parcel be used for the keeping or breeding of livestock animals or poultry of any kind, except that household pets may be kept, provided they are not kept for breeding or maintained for any commercial purpose. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

(f) No advertising signs, billboards or high and unsightly structures shall be erected on any lot or displayed to the public on any lot or parcel except after written permission of the ARB, its successors or assigns, is obtained. A sign may be used to advertise the property for sale or rent, however, the ARB shall have the authority to determine the size, style and color of any proposed sign permitted hereunder. Declarant is exempt from the ARB regulation. All approved signs shall be consistent with City of Orlando Sign Regulations.

(g) Owners and occupants of units shall not, as a matter of course, park owned or controlled vehicles on adjacent roads or streets, vacant lots, or yards or anywhere other than in garages or off street driveways. Boats, trailers, trucks, campers and vehicles with commercial markings are prohibited unless they are garaged or stored out of view behind adequate visual screening acceptable to the ARB. Personal use passenger vans with no commercial markings and which are no taller than 90" may be parked in the driveway. Based on condition, the ARB may withhold approval of undesirable vehicles. Prohibited vehicles must be garaged and may not be parked on any common areas, vacant lots, or elsewhere within the development.

(h) All houses must have provisions for at least one car to be parked in a roofed over enclosed space. Garages may not be enclosed to provide additional living area. The Declarant shall be allowed to have a maximum of four houses, at any one time, without enclosed space for one car, only as long as necessary for sales in the subdivision.

(i) If any improvements, alterations, excavations, or other changes are made which require the written approval of the ARB under the terms of this Section 3, and if written approval of such changes is not obtained from the ARB, the Owner of the Lot on which such unauthorized changes have been made shall, at the owner's expense and upon receipt of written direction of the Board of Directors, promptly restore the lot and the improvements located thereon to their previous condition. Such restoration shall include, without limitation, the removal

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of any building, fence, wall, ledge, shrub planting, signs, billboards, garbage containers, or other structure which requires the written approval of the ARB under the terms hereof.

(j) The Declarant shall be allowed to place a sign at the entrances to the subdivision, and on lots and houses for sale which shall not be under the review of the ARB. The Declarant shall not be obligated to maintain lots on which construction has not been completed and a Certificate of Occupancy issued. At the time of issuing a Certificate of Occupancy the Declarant shall be obligated to maintain the yards and grounds.

Section 4. Enforcement.

(a) The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the herein described properties. Enforcement of these covenants and restrictions shall be by the Association by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any lot to enforce any lien created hereby; and the failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

(c) The grounds of each lot (whether the completed home is vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his lot (whether the completed home is vacant or occupied) in a neat and attractive condition, the ARB or its authorized agents or successors and assigns may, after ten (10) days send notice to such owner, enter upon such lot and have the grass, weeds, and other vegetation cut, debris removed, when, and as often as, the same is necessary in its judgement, and may have dead trees, shrubs and other plants removed therefrom. Such owner shall be personally liable to the ARB for the cost of any cutting, removing of debris, clearing and maintaining described above and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by the ARB by any appropriate proceeding at law or in equity. All costs incurred by the ARB on behalf of such owner shall be charged to the owner with a minimum fee of \$50.00 per visit. Notice given as hereinabove provided shall be sufficient to give the ARB or its designated committee, or its successors and assigns, the right to enter upon any such lot and perform the work required. Entry for the purpose of performing the required shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday. Said permanent charge and lien shall be subordinate to the lien of any first mortgage and shall be foreclosable as provided herein.

(d) Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by Declarant in deeds of conveyance as provided above, and Declarant shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

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(c) The failure of the ARB to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such terms, covenants, condition, provisions or agreements. The acceptance of performance of anything required to be performed with the knowledge of the breach of a term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by the ARB.

(f) Zoning regulations applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive provision shall apply. Any ARB approval shall be subject to the owner securing an appropriate building permit, as may be required.

Section 5. Procedures. In the event the ARB fails to approve, modify, or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse ARB decision to the Board of Directors who may reverse or modify such decision by a two-thirds (2/3) vote of the Directors.

ARTICLE VI

USE OF PROPERTY

Section 1. Protective Covenants

(a) Residential Use All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing to a single family, subject to all of the provisions of the Declaration.

(b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or its occupants.

(c) Restriction of Further Subdivisions. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such lot, nor any easements or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(d) Fence and Wall Restrictions. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line, except the approved perimeter subdivision wall. Fencing or wall improvements shall require ARB approval.

(e) Other Restrictions. The ARB may adopt general rules to implement the purpose set forth in Article V, Section 2 and interpret the covenants in the Section, including but not limited to rules to regulate animals, antennas, signs, storage and the use of recreational vehicles, storage and use of machinery, use of outdoor drying lines (clothes lines), trash containers, planting, maintenance and removal of vegetation on the properties. Such general rules may be amended by a two-thirds (2/3) vote of the ARB, following a public hearing for which due notice has been provided to members of the Association and pursuant to an affirmative vote of two-thirds (2/3) of the Board of Directors. All such general rules and any subsequent

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amendments thereto shall be placed in the Book of Resolutions and shall be available for inspection and review by any Owner at any reasonable time. The rules of the ARB shall not contravene any provisions of this Declaration.

(f) Exceptions. The ARB may issue temporary permits to except any prohibitions expressed or implied by this Section, provided the applicant for such exception can show good cause and acts in accordance with adopted guidelines and subject to other recorded declarations superior in time to this Declaration.

Section 2. Maintenance of Property. Each Owner shall keep all Lots owned by him and all improvements thereon, in good order and repair and free of debris including, but not limited to the seeding, watering, and mowing of all yards, including easements, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner, and upon a two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such lot, and shall carry a minimum per visit fee of \$50.00.

Section 3. Encroachments. In the event any portion of any structure encroaches on any lot line as a result of construction, reconstruction or repair by Declarant, or as a result of shifting, settlement or movement of any portion of the Property, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

Section 4. Changes Affecting Drainage. No lot Owner, without the express prior written consent of the ARB and the Declarant or the City of Orlando Engineering Department, shall construct any improvements or make any changes to a Lot which shall have the result of changing, altering or affecting the natural or artificial water courses, canals, ditches, swales, ponds or drainage of the Property, and all construction, grading and landscaping shall conform to the drainage requirements set forth on the final engineering for the Property.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

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Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended if approved by not less than two-thirds (2/3) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. 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 Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address for the person who appears as owner on the records of the Association.

Section 7. Waiver of minor violations. Declarant, its successors or assigns, reserves the right to waive any violations of the covenants contained in the Declaration, in the event Declarant shall determine, in its sole discretion, that such violations are minor or dictated by the particularities of a particular lot configuration or topography.

Section 8. Attorney's Fees In the event any action shall be brought under the terms of this instrument, the prevailing party in such litigation shall be entitled to an award of costs, expense, and reasonable attorneys fees in addition to any other award for damages made by such court with respect to this instrument.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set her hand and seal this 28th day of August, 1989.

DECLARANT:
COMPLETE INTERIORS, INC.

WITNESS:

Sandra M. Kuhl
Barbara Kogn

By: Linda C. Clark
Linda C. Clark, President

STATE OF FLORIDA
COUNTY OF SEMINOLE

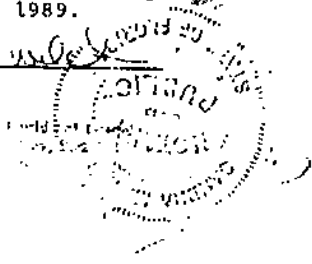
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I HEREBY CERTIFY, that on this day, before an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Linda C. Clark, to me known to as the President of Complete Interiors, Inc. a Florida Corporation, and to me known to be the person described in and who executed the foregoing instrument, and she acknowledge before me that she executed the same.

Witness my hand and official seal in the County and State last aforesaid the 28th day of August, 1989.

Sandra M. Kuhl
Notary Public

DCCR/PA/S



MYSTIC AT MARINERS' VILLAGE
A REPLAT OF LOTS H-1 & H-2, MARINERS VILLAGE
SECTION 4, TOWNSHIP 23 SOUTH, RANGE 30 EAST
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION

LOT H-1, MARINERS' VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGES 96 AND 99, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, RUN S. 00°00'22"E., ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 280.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S. 00°00'12"E., ALONG SAID EAST LINE, 1100.00 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN S. 89°55'05"W., ALONG THE SOUTH LINE OF SAID NORTH 1/2, A DISTANCE OF 1040.95 FEET; THENCE RUN N. 24°11'04"E., 1321.83 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MICHIGAN STREET, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 299.00 FEET AND A TANGENT BEARING OF S. 60°11'19"E. AT SAID POINT; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN STREET, 299.95 FEET THROUGH A CENTRAL ANGLE OF 21°59'03" TO THE POINT OF TANGENCY; THENCE RUN N. 81°59'36"E., 125.00 FEET TO THE POINT OF BEGINNING.

AND ALSO LOT H-2, MARINERS' VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGES 98 AND 99 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SEC. 4, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, RUN S. 89°54'30"W., ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 940.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S. 81°54'30"W., ALONG SAID NORTH LINE, 1191.80 FEET; THENCE RUN S. 00°00'30"E., 100.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MICHIGAN STREET, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 969.40 FEET AND A TANGENT BEARING OF N. 81°54'30"E. AT SAID POINT; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, 198.09 FEET THROUGH A CENTRAL ANGLE OF 25°05'00" TO THE POINT OF TANGENCY; THENCE RUN S. 45°00'22"E., ALONG SAID NORTHERLY RIGHT OF WAY LINE, 250.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 747.00 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, 586.67 FEET THROUGH A CENTRAL ANGLE OF 49°00'00" TO THE POINT OF TANGENCY; THENCE RUN N. 81°59'36"E., ALONG SAID NORTHERLY RIGHT OF WAY LINE, 50.00 FEET TO POINT OF CURVATURE OF CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 95.00 FEET; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, 94.40 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE POINT OF TANGENCY; THENCE RUN N. 00°00'22"W., ALONG SAID WESTERLY RIGHT OF WAY LINE OF FREEDRA DENVE, 354.91 FEET; THENCE RUN S. 81°54'30"W., 300.00 FEET; THENCE RUN N. 00°00'22"W., 340.00 FEET TO THE POINT OF BEGINNING.

THE AVERAGE OF THE ABOVE DESCRIBED PARCELS IS 54.22 ACRES, MORE OR LESS.

OR 4119PG1547

EXHIBIT "A"

ORIGINAL RECEIVED IN MICROFILM "AS IS"

JOINDER AND CONSENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THE UNDERSIGNED hereby certifies that it is the holder of a mortgage, lien or other encumbrance upon the following described property:

MYSTIC AT MARINERS' VILLAGE, AS RECORDED IN PLAT BOOK 24 PAGE 1314 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

and that the undersigned hereby joins in and consents to the Declaration of Covenants, Conditions and Restrictions of the lands described above by the owner thereof and agrees that its mortgage, lien or other encumbrance, which is recorded in Official Records Book 4109, Page 518 of the Public Records of Orange County, Florida, shall be subordinated to the Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its undersigned officer this 20th day of September, 1989.

Signed, sealed and delivered in the presence of:

Raymond J. Wilks
Alvin Martin

CAPITAL BANK,
a Florida Banking Corp.

Name: David H. Promoff
David H. Promoff
Title: Senior Vice President

Attest By: Mary Lu Nealey
Mary Lu Nealey
Title: Assist. Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DADE

PERSONALLY appeared before me, the undersigned authority, DAVID H. PROMOFF and MARY LU NEALEY well known to me and known by me to be the SR. VICE PRESIDENT AND ASSIST. VICE PRESIDENT, respectively, of CAPITAL BANK, and acknowledged before me that they executed the foregoing Joinder and Consent on behalf of CAPITAL BANK as its true act and deed, and that they were duly authorized so to do.

WITNESS my hand and official seal, this 20th day of September, 1989.

Nancy L. Masten
Notary Public

This Instrument was prepared by and should be returned to:

SANDI WELD
Complete Interiors, Inc.
435 Douglas Avenue
Altamonte Springs, FL 32714

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 22, 1990

RECORDED 9-22-1989 11:52 AM
Mack L. Hagan
Equity Corporation, Orange Co., FL

ORIGINAL RECEIVED IN MICROFILM "AS IS"

FILED
MAY 22 PM 2 53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF

MYSTIC AT MARINERS' VILLAGE
COMMUNITY ASSOCIATION, INC.

In Compliance with the requirements of Florida Statutes Chapter 617, the undersigned have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is MYSTIC AT MARINERS' VILLAGE ASSOCIATION INC. hereinafter called the "Association" or the "Corporation".

ARTICLE II

The principal office of the Association is located at 435 Douglas Ave., Altamonte Springs, Florida 32714.

ARTICLE III

DAVID MEADOWS, whose address is 435 Douglas Ave., Altamonte Springs, Florida 32714, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and Common Area within that certain tract of property described and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration Of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in Orange County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) 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;

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

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) 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 two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) three (3) years from the recording of this instrument.

ARTICLE VII

The affairs of this association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

David Meadows ✓ 435 Douglas Ave.
Altamonte Springs, FL 32714

Sandi Weld ✓ 435 Douglas Ave.
Altamonte Springs, FL 32714

Cindy Arvai 5 ✓ 435 Douglas Ave.
Altamonte Springs, FL 32714

At the first annual meeting, the members shall elect three directors for a term of one year, and at each annual

meeting thereafter the members shall elect three directors.

ARTICLE VIII

OFFICERS

The officers of the Association shall be elected by the Board of Association, in accordance with the By-Laws of the corporation and, under the direction of the Board, shall carry out those duties assigned to them by the By-Laws. The officers shall consist of a President, a Vice President, a Secretary and a Treasurer. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. In addition, the Directors may provide for such other officers, agents, supervisory personnel or employees of the corporation as they shall see fit, none of whom need be a member of the Association. Such officers shall hold office at the pleasure of the Board or until their successors are duly elected and qualified. The names of the officers who are to serve until the first election by the Board are as follows:

David Meadows	President
Sandi Weld	Vice President
Cindy Arvai	Secretary and Treasurer

ARTICLE IX

BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors and may thereafter be altered, amended, added to or rescinded by the Board at any regular or special meeting thereof, provided, however, that so long as Declarant, its successors or assigns, remains a voting member of this Association, no amendment to the By-Laws will be effective without Declarant's, its successors or assigns express written joinder and consent.

ARTICLE X

AMENDMENT

These Articles of Incorporation may be amended from time to time by resolution adopted by a majority of the Board of Directors and approved by a vote of this Association, or approved in writing by two-thirds (2/3) of the entire membership of this Association; provided, however, that so long as Declarant, its successors or assigns, remains a voting member of this Association, no Amendment to these Articles of Incorporation will be effective without Declarant's, its successors and assigns, express written joinder and consent.

ARTICLE XI

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. 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. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XII

DURATION

The corporation shall exist perpetually.

ARTICLE XIII
PHA/VA APPROVAL

FILED
1989 MAY 22 PM 2:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, mergers and consolidations, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this Florida, we, the undersigned, have executed these Articles of Incorporation this 18th day of May 1989.

David Meadows
DIRECTOR
Sandra M. Weld
DIRECTOR
Cindy L. Arvai
DIRECTOR

STATE OF FLORIDA
COUNTY OF SEMINOLE

Before me, the undersigned authority, this day personally appeared David Meadows, Sandra M. Weld, and Cindy L. Arvai to me well known and known to me to be the individuals described in and who executed the foregoing Articles of Incorporation of Mystic at Mariners' Village Community Association, Inc. and they acknowledged before me that they executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Seminole County, Florida, this day of , 1989.

Paul M. Werninger
Notary Public
My commission expires Feb. 27, 1990
Notary Public, State of Florida at Large
My Commission Expires Feb. 27, 1990

CERTIFICATE DESIGNATING PLACE OF BUSINESS OF DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of chapter 48.091, Florida statutes, the following is submitted, in compliance with said Act:

First, That Mystic at Mariners' Community Association, Inc. desiring to organize under the laws of the State of Florida with its registered Florida Office, as indicated in the Articles of Incorporation at City of Altamonte Springs, County of Seminole, State of Florida has named David Meadows, located at 435 Douglas Avenue, Altamonte Springs, County of Seminole, State of Florida, as its agent to accept service of process with this state.

ACKNOWLEDGEMENT

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

BY David Meadows
David Meadows

BY-LAWS

OF

MYSTIC AT MARINERS' VILLAGE
COMMUNITY ASSOCIATION, INC.

ARTICLE I

The name of the corporation is MYSTIC AT MARINERS' VILLAGE COMMUNITY ASSOCIATION INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 435 Douglas Avenue, Altamonte Springs, Florida 32714, but meetings of members and directors may be held at such places within the State of Florida, County of Seminole or Orange, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Association shall mean and refer to MYSTIC AT MARINERS' VILLAGE COMMUNITY 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 and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Public Records of Orange County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7 o'clock, P.M. If the day for the annual meeting of the member is a legal holiday, the meeting will be held at the same hour on the first

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-tenth (1/10) 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 three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year.

Section 3. Removal. Any director, other than the Declarant may be removed from the Board, with or without cause, by a 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. Nomination for election to the Board of Directors shall be made by a Nominating committee. Nominations may also be made for the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. 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. Such nominations may be made from among members or non-members.

Section 2. Selection. Election to the Board of Directors shall be by secret written ballot. At such election 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

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 meeting 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, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the class A members who are entitled to vote;

(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 at least thirty (30) days 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 within thirty (30) days after 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 for 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 area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this association shall be a president and vice-president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the board and of the member; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Review Board, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. 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 which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, and there shall be a late penalty of Five (5%) Percent of the total assessment due plus Twelve (12%) Percent interest per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Mystic at Mariners' Village Community Association, INC. corporate seal.

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, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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.

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, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Mystic at Mariners' Village Community Association Inc., have hereunto set our hands this 18th day of May, 1989.

[Signature]
DIRECTOR
[Signature]
DIRECTOR
[Signature]
DIRECTOR

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Mystic at Mariners' Village Community Association, Inc., a Florida non-profit corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the board of Directors thereof, held on the 18th day of May, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 18th day of May, 1989.

[Signature]
Secretary

BY:L

FIRST AMENDMENT TO THE
ARTICLES OF INCORPORATION
FOR MYSTIC AT MARINERS' VILLAGE
COMMUNITY ASSOCIATION, INC.

THIS FIRST AMENDMENT to the Articles of Incorporation for Mystic at Mariners' Village Community Association, Inc., adopted May 18, 1989, is made this ___ day of March, 1990, by Complete Interiors, Inc., hereinafter referred to as "Declarant".

WHEREAS Declarant still retains title to each of the lots at Mystic at Mariners' Village as recorded in Plat Books 24 Pages 73 and 74, public records of Orange County, and;

WHEREAS the St. John River Water Management District has required the following changes to the above mentioned Declaration, and;

WHEREAS Article X allows for the amendment of the Articles of Incorporation for Mystic at Mariners' Village Community Association, Inc. as recorded in OR Book 4119, Page 1536, Orange County Public Records,

WHEREAS the Board of Directors have hereby adopted this amendment at a meeting held on March 5, 1990.

THEREFORE

Article IV, Paragraph (e) shall be revised to add the following language: "In the event of intended transfer or dedication, prior thereto, the responsibility for the operations 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. Johns River Water Management District in writing.

Article IV, Paragraph (f) shall be added with the following language: Operate, maintain and manage the surface water management systems and shall assist in the enforcement of the restrictions and covenants contained herein.

IN WITNESS WHEREOF, the undersigned, being an officer duly authorized, has hereunto set their hand and seal this ___ day of March, 1990.

WITNESS:

MYSTIC AT MARINERS' VILLAGE
COMMUNITY ASSOCIATION, INC.

Lucy Kressler

Sandi Weld
Sandi Weld, Vice President

Julius J. [Signature]

Prepared by and returned to:
Cindy Aponte
4350 Dodgins Avenue
Kissimmee Springs, FL 32714

Rec Fee \$ 5.00 MARTHA O. HAYNIA
 Add Fee \$ 1.00 Orange County
 Doc Tax \$ 0.00 Comptroller
 Int Tax \$ 0.00 By MOH
 Total \$ 6.00 Deputy Clerk

3377345 ORANGE CO. FL.
 1144100AM 12/04/89
 0413701917

Rec Fee \$ 2.00
 Add Fee \$ 1.00
 Doc Tax \$ 0.00
 Int Tax \$ 0.00
 Total \$ 3.00

AMENDED
 FIRST AMENDMENT TO THE
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR MYSTIC AT MARINERS' VILLAGE
 COMMUNITY ASSOCIATION, INC.

MARTHA O. HAYNIA
 Orange County
 Comptroller
 By MOH
 Deputy Clerk

Article XII, Section 3
 and Article I, Section 8

WHEREBY Article I, Section 8 allow for the amendment of the Declaration, this is to amend the Declaration of Covenants, Conditions and Restrictions for Mystic at Mariners' Village Community Association, Inc. as recorded in OR Book 4119, Page 1536, Orange County Public Records as follows:

Article II, Section 2 (b) has been revised to add the following language: The right of the Association to dedicate, mortgage or convey all or any part of the Common Area to any entity or lender for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, mortgage or conveyance shall be effective unless an instrument agreeing to such has been signed by 2/3rds of each class of members and recorded.

Article IV, Section 4 has been revised to add the following language: The failure to pay assessments does not constitute a default under an insured mortgage. Mortgagees are not required to collect assessments.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set her hand and seal this 29th day of November, 1989.

WITNESS:
Roberta J. Martin
Cindy Arvai

DECLARANT:
 COMPLETE INTERIORS, INC.
Linda C. Clark
 Linda C. Clark, President

3407136 ORANGE CO. FL.
 04.06.00PM 12/14/89

STATE OF FLORIDA
 COUNTY OF SEMINOLE

04141PG1630

I HEREBY CERTIFY, that on this day, before an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Linda C. Clark, to me known to as the President of Complete Interiors, Inc., a Florida Corporation, and to me known to be the person described in and who executed the foregoing instrument, and she acknowledged before me that she executed the same.

Witness my hand and official seal in the County and State last aforesaid this 29th day of November, 1989.

Sandra M. Wald
 NOTARY PUBLIC
 My Commission Expires
 Nov. 8, 1991
 Bonded thru Agent's Notary Brokerage

MV/PA/10

Prepared by and return to:

Cindy Arvai
 Complete Interiors, Inc.
 435 Douglas Avenue
 Altamonte Springs, FL 32714
 (407) 862-3203

RECORDED & FILED
 Martha O'Haynia
 County Comptroller, Orange Co., FL

RECORDED & FILED
 Martha O'Haynia
 County Comptroller, Orange Co., FL

Rec Fee \$ 5.00 MARTHA O. HAYNES
 Add Fee \$ 1.00 Orange County
 Doc Tax \$ _____ Comptroller
 Int Tax \$ _____ By MAH
 Total \$ 6.00 Deputy Clerk

3377245 ORANGE CO., FL.
 11:46:00AM 12/04/89

OR413761917

FIRST AMENDMENT TO THE
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR MYSTIC AT MARINERS' VILLAGE
 COMMUNITY ASSOCIATION, INC.

WHEREBY Article I, Section 2 allows for the amendment of the Declaration, this is to amend the Declaration of Covenants, Conditions and Restrictions for Mystic at Mariners' Village Community Association, Inc. as recorded in OR Book 4119, Page 1536, Orange County Public Records as follows:

Article II, Section 2 (b) has been revised to add the following language: The right of the Association to dedicate, mortgage or convey all or any part of the Common Area to any entity or lender for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, mortgage or conveyance shall be effective unless an instrument agreeing to such has been signed by 2/3rds of each class of members and recorded.

Article IV, Section 4 has been revised to add the following language: The failure to pay assessments does not constitute a default under an insured mortgage. Mortgagees are not required to collect assessments.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set her hand and seal this 29th day of November, 1989.

WITNESS: _____
 DECLARANT: COMPLETE INTERIORS, INC.

Richard Martin
Cindy Arvai

Linda C. Clark
 Linda C. Clark, President

STATE OF FLORIDA
 COUNTY OF BEMINOLE

I HEREBY CERTIFY, that on this day, before an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Linda C. Clark, to me known to as the President of Complete Interiors, Inc., a Florida Corporation, and to me known to be the person described in and who executed the foregoing instrument, and she acknowledged before me that she executed the same.

Witness my hand and official seal in the County and State last aforesaid this 29th day of November, 1989.

Janet M. [Signature]
 Notary Public
 My Commission Expires: _____
 Notary Public, State of Florida at Large
 My Commission Expires Nov. 8, 1991
 Banded thru Agent's Notary Brokerage

MV/PA/10

Prepared by and return to:

✓ Cindy Arvai
 Complete Interiors, Inc.
 435 Douglas Avenue
 Altamonte Springs, FL 32714
 (407) 862-3203

RECORDER & CLERK OFFICE
 Martha Haynes
 Comp Comptroller, Orange Co., FL

SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MYSTIC AT MARINERS' VILLAGE
COMMUNITY ASSOCIATION, INC

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions and Regulations for Mystic at Mariners' Village Community Association, Inc. is made this 20th day of February, 1990, by Complete Interiors, Inc., hereinafter referred to as "Declarant".

WHEREAS Declarant still retains title to each of the lots at Mystic at Mariners' Village as recorded in Plat Book 24 Pages 73 and 74, public records of Orange County, and;

WHEREAS the St. John River Water Management District has required the following changes to the above mentioned Declaration, and;

WHEREAS Article I, Section 2 and Article VII, Section 1 allow for the amendment of the Declaration of Covenants, Conditions and Restrictions for Mystic at Mariners' Village Community Association, Inc. as recorded in OR Book 4119, Page 1936, Orange County Public Records,

NOW THEREFORE,

Article I, Section 2 shall be revised to add the following language: "Surface Water Management Systems" shall mean the combination of structures and impoundments that provide drainage, water storage, conveyance or other surface water management capabilities.

Article IV, Section 2 shall be revised to add the following language: The assessments shall be used for the maintenance and repair of the surface water management systems including, but not limited to, retention areas, drainage structures and drainage easements.

Article VI, Section 2 (a) shall be revised to add the following language: The Association shall be responsible for the maintenance, operation and repair of the surface water management systems. Maintenance of the surface water management systems shall mean the exercise of practices which allow the systems to collect, convey, channel, hold, inhibit, or divert the movement of stormwater as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction to the surface water management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

Article VI, Section 2 shall be renamed to Section 2 (b).

Article VII, Section 1 shall be revised to add the following language: The St. John 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 surface water management system.

Prepared by ~~web-ster~~
Therese N. Taylor
435 Douglas Avenue
Altamonte Springs, FL 32714
(407) 862-2201

3476711 ORANGE CO, FL
03/12/90 03/12/90

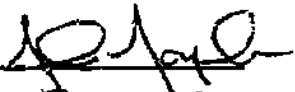
SEE PAGE 2
448 Pgs 1
Dw 1st 1
Lot Tax \$
Total \$
10.50
By **ND**
Deputy Clerk
10.50
MARTHA G. MARINER
Orange County
Clerk

Article VII, Section 5 shall be revised to add the following language: Any amendments to the Declaration of Covenants, Conditions and Restrictions which would affect the surface water management system, including the water management portions of the common area, must have the prior approval of the St. John River Water Management District.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set her hand and seal this 22nd day of February, 1990.

WITNESS:

DECLARANT:
COMPLETE INTERIORS, INC.



Gladys Aponte
STATE OF FLORIDA
COUNTY OF SEMINOLE


Linda C. Clark, President

I HEREBY CERTIFY, that on this day, before an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Linda C. Clark, to me known as the President of Complete Interiors, Inc., a Florida Corporation, and to me known to be the person described in and who executed the foregoing instrument, and she acknowledged before me that she executed the same.

Witness my hand and official seal in the County and State last aforesaid this 22nd day of February 1990.

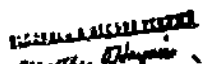



Notary Public
My Commission Expires:

NOTARY PUBLIC, DAN DE ALBINA AT LARGE
MY COMMISSION EXPIRES MAY 28, 1992
BOARD: JOHN MCCLELLAN & ASSOCIATES

Return to: Complete Interiors
Gladys Aponte
435 Alameda Ave
Altamonte Springs
Fla. 32714

OR4168PG3611


Notary Public
My Commission Expires: 5/28/92