

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

Florida
Rec Fee \$ 53.00
Doc Tax \$
Int Tax \$
Total \$ 53.00

THOMAS H. LOCKER,
Orange County
Comptroller
By KSL
Deputy Clerk

FOR

2612233 ORANGE CO. FL.
02:11:40PM 10/03/86

SURREY RIDGE

COMMUNITY ASSOCIATION, INCORPORATED OR3825 PG2700

This DECLARATION, made as of August 6, 1986 by
COMPLETE INTERIORS, INC., a Florida corporation, hereinafter
referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain
property in the County of Orange, State of Florida, which is
more particularly described in Exhibit "A" attached hereto;
and

WHEREAS, Declarant has created upon said property
a planned community with permanent landscaping and other
community facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the
preservation and enhancement of the property values,
amenities and opportunities in said community and for the
maintenance of the properties and improvements thereon, and
to this end desires to subject the real property described in
Exhibit "A", together with such additions as may hereafter be
made thereto, to the covenants, restrictions, easements,
charges and liens hereinafter set forth, each and all of
which is and are for the benefit of said property and each
owner thereof; and

WHEREAS, Declarant has deemed it advisable, for
the efficient preservation of the values and amenities in
said community, to create an agency to which should be
delegated and assigned the powers of owning, maintaining and
administering the community properties and facilities and
administering and enforcing the covenants and restrictions
and collecting and disbursing the assessments and charges
hereinafter created, and promoting the recreation and welfare
of the residents; and

NOW, THEREFORE, the Declarant declares that the
real property described in Exhibit "A", and such additions
thereto as may hereafter be made, is and shall be held,
transferred, sold, conveyed and occupied subject to the
covenants, restrictions, easements, charges and liens
(sometimes hereinafter referred to as "covenants and
restrictions") hereinafter set forth, 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.

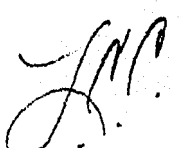
ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the
Surrey Ridge Community Association, Inc., its successors and
assigns.

Section 2. "The Board of Directors" and the "Board" shall
refer to the Board of Directors of the Association.

Prepared by: Sandi Weld
Complete Interiors, Inc.
435 Douglas Avenue
Altamonte Springs, FL 32714



Return to: Clerk to ECC - 5th FL - County Admin. Bldg. - Aurora

Section 3. "Member" shall mean and refer to all those who are members of the Association as provided in Article IV, Section 1 below.

Section 4. "Common Area" shall mean all real property (including the improvements thereon) described in Exhibit A, excluding all roads, 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 Tracts A, C, and D as recorded in Plat Book 18, Pages 58, 59, Public Records of Orange County.

Section 5. "Declarant" shall mean and refer to COMPLETE INTERIORS, INC., a Florida Corporation, its successors and assigns.

Section 6. "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.

Section 7. "Existing property" shall mean and refer to that certain real property located in Orange County, Florida and more particularly described in Exhibit "A". "Properties" shall mean and refer to the existing property and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 8. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 9. "Lot" shall mean and refer to that portion of the platted lot suitable for a building site for one living unit.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of 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 11. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Declarant, which extends the provisions hereof to such other property as may be brought within the ambit of this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The existing property shall hereafter be held, transferred, sold, conveyed, occupied and used subject to this Declaration. Added properties may become subject to this Declaration in the following manner:

(a) Additions by the Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of the declaration any additional properties provided that such additions are brought within the scheme of this declaration within three (3) years of the date of recording of this instrument.

Section 2. Additions to Existing Property. The additions authorized under this and the succeeding subsection shall be made by filing of recorded a supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property and provided that the FHA and VA have determined that the annexation is in accord with the general plan heretofore approved by them.

(a) Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property.

ARTICLE III

PROPERTY RIGHTS IN EASEMENTS

Section 1. Obligations of the Association. The Association shall be responsible for determining desired maintenance and improvement projects related to the immediate vicinity of any entrance ways, and all entrance signs as well as the perimeter wall and other improvements located in the 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 determining the extent of the management and control of the Easements, Entranceway, Recreational Area and 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. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the recreational facility (Tract "C") and the conservation areas (Tracts "A" and "D") established in the future, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the areas addressed in this article.

(b) The right of the Association to suspend the voting rights and right to use areas addressed in this article, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the recreational facility and drainage retention/conservation tracts to the members of his family, his tenants or contract purchasers who reside on the property.

Section 4. Subdivision Wall/Fence Easement. Lots 1, 47-50 and Tract "C" are subject to an easement for a perimeter wall which will run eight feet wide (8') along the length of the rear property lines.

Section 5. Special Subdivision Easements. The common areas, Tracts "A", "C", and "D" shall be owned and maintained by the Community Association. Development rights in Tracts "A", and "D" are hereby dedicated to Orange County, Florida.

Section 6. Drainage Easement. Lots 26 through 31 are subject to a thirty foot (30') wide drainage easement along the rear of the property line as defined on the record plat. Since this area is reserved for underground drainage piping, no swimming pools shall be allowed to be installed in this easement. Subject to written Architectural Review Board approval, as defined in Article VI, above ground improvements may be considered.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every fee owner of a Lot which is subject to assessment shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities to hold an interest merely as security for the performance of an obligation.

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: 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 V

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 therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The 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 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 Properties, and for the improvement, management, and maintenance of Common Areas and management of the Association.

Section 3. 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 which is maintained by the Association according to the provisions hereof, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Rate of Assessment. The annual and special assessments will be collected from all Class A members semi-annually, due on January 1st and July 1st and shall be fixed at a uniform rate for each lot as determined by the Board of Directors. Notwithstanding the provisions of this section, the Declarant agrees that it shall be bound to pay to the Association any shortfalls that may result from dues not yet owed on unsold lots for a period of 12 months following the date of closing of the first unit sale. Thereafter declarant reserves the right to either extend this provision for up to two additional years, or to commence paying assessments on developed and unsold lots.

Maximum Assessment. The maximum annual assessment shall not exceed \$120.00 in the Association's first year in which a Lot is sold from Declarant to an Owner other than Declarant. The first year assessment or a prorata

portion thereof shall be calculated at the time each unit is sold. Thereafter, the annual assessment may be increased by the Board of Directors; however, the maximum permitted assessment for any given assessment period shall be no more than fifteen (15) percent more than the previous year's assessment. Any assessment increase greater than fifteen (15) percent more than the previous year's assessment shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. The maximum permitted assessment for any given assessment period shall be no more than fifteen (15) percent more than the previous year's assessment. In the event the Board of Directors elect not to increase the annual assessment as provided in this section, the annual assessment for the prior year shall continue for the ensuing year.

Section 5. Date of Commencement of Annual Assessments:

Due Dates: The annual assessments provided herein shall commence on the day upon which the Lot is conveyed by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Prior to January 1st of each year the Board of Directors shall determine the amount of the annual assessment against each Lot. In the event the Board elects not to re-assess, the annual assessment for the prior year shall continue for the ensuing year. Written notice of all annual and special assessments shall be sent to all Owners. 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 6. 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 due date at a rate to be established annually by the Board of Directors but not to exceed the highest rate allowed by law. 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, except in relation to mortgages as provided in Section 7 of this Article. 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 any recreational facility or drainage retention /conservation tract, or abandonment of his Lot.

Section 7. Subordination of Lien to Mortgage. 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 become 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 VI

ARCHITECTURAL CONTROL

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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 Properties 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, use of location or Parcels of land or lots under development, to be developed, or dwellings under construction, or to be constructed or marketed or sold by the Declarant, his successors or assigns.

Section 3. Conditions.

(a) No improvements, alterations, repairs, change of paint colors, excavations, 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.

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

(d) The perimeter wall will run along the rear lot lines of Tract "C", Lot 1 and Lots 47-50. The rear of these lots has an easement reserved, 8 feet in width, for Community Association access for maintenance of said wall. No additional fencing will be allowed along the rear of these lots which would obstruct the decorative value of this perimeter wall. Side yard fencing on these lots will be allowed with express written approval from the ARB.

(e) 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. Refusal or approval of plans, location or specifications may be based by the ARB 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.

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(f) 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.

(g) 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.

(h) 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 strictly prohibited unless they are garaged. Personal use vans with no commercial markings which are no taller than 90" may be parked in the driveway, with prior express written approval from the ARB for each individual vehicle. Based on condition of the vehicle, the ARB may withhold approval of undesirable vans. Prohibited vehicles may not be parked on any easements, vacant lots, tracts, or elsewhere within the development.

(i) All houses must have provisions for 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 two houses, at any one time, without enclosed space for one car, only as long as necessary for sales in the subdivision.

(j) 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 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.

(k) The Declarant shall be allowed to place a sign at the entrance to the subdivision. Signs on lots and houses for sale and 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 vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, the ARB or its authorized agents or successors and assigns may, after ten (10) days notice to such owner, enter upon such lot and have the grass, woods, and other vegetation cut, debris removed, when, and as often as, the same is necessary in its judgment, 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 work required shall be only between the hours of 7:00 am and 6:00 pm 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) Invalidity 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.

(e) 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 not be deemed a waiver of such breach, and no waiver by the ARB of any 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.

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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 VII

USE OF PROPERTY

OR3825 PG2709

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 a Living Unit 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 Restrictitons. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building front yard set back line, except the approved perimeter subdivision wall.

(e) Other Restrictions. The ARB may adopt general rules to implement the purpose set forth in Article VI, 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, 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 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 procedures and subject to other recorded declarations superior in time to this Declaration.

Section 2. Maintenance of Property. To the extent that exterior maintenance is not provided for in any other Declaration, each Owner shall keep all Lots owned by him and all improvements therein or thereon, in good order and

repair and free of debris including, but not limited to the seeding, watering, and moving of all lawns, 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 Properties 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 Living Unit encroaches on any common area or any common area on any Living Unit as a result of construction, reconstruction, or repair by Declarant, or as a result of shifting, settlement or movement of any portion of the Properties, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a 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.

Section 3. Amendment. The covenant 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 by an instrument signed by members of the Association having not less than two - thirds of the total membership vote. Any amendment must be recorded.

Section 4. 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 member or owner on the records of the Association.

Section 5. 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 6. Attorney's Fees. In the event any action shall be brought by the Declarant, its successors or assigns, or by the Association, or any owner for the purpose of enforcing the provisions contained in this Declaration, it is expressly understood and agrees that all costs, including reasonable attorney's fees, incurred by any moving party in such legal proceedings which result in the successful enforcement hereof, shall be borne in full by the defendant in such proceedings.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6th day of August, 1986.

COMPLETE INTERIORS, INC.

WITNESS:

DECLARANT

Christine Scott

Donna S. Asmus

BY:

Linda C. Clark

STATE OF FLORIDA

COUNTY OF SEMINOLE

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 the 6th day of August, 1986.

Sandra M. Weld
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Oct. 27, 1987

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JA

EXHIBIT "A"

SURREY RIDGE

DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 31 EAST, RUN N89°43'29"W, A DISTANCE OF 662.02 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE N00°22'21"E, A DISTANCE OF 496.33 FEET TO THE NORTH LINE OF THE SOUTH 3/8 OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE S89°44'18"E, ALONG SAID NORTH LINE, A DISTANCE OF 451.54 FEET TO A POINT ON THE WEST LINE OF THE EAST 210.00 FEET OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE S00°19'01"W, ALONG SAID WEST LINE, A DISTANCE OF 1.43 FEET TO THE NORTH LINE OF THE SOUTH 495.00 FEET OF SAID EAST 210.00 FEET; THENCE S89°43'29"E, ALONG SAID NORTH LINE, A DISTANCE OF 210.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 31 EAST; THENCE N00°19'01"E, ALONG SAID WEST LINE, A DISTANCE OF 497.97 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE S89°04'23"E, A DISTANCE OF 662.19 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 1/2; THENCE S00°14'55"W, A DISTANCE OF 332.05 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE S88°58'54"E, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 888.74 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF DEAN ROAD; THENCE S12°11'34"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 875.16 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1125.50 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE N89°24'14"W, ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTH 1125.50 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1077.19 FEET TO A POINT ON THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE N00°14'11"E, ALONG SAID WEST LINE, A DISTANCE OF 195.91 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE N88°47'59"W, A DISTANCE OF 663.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 41.991 ACRES MORE OR LESS.

RECORDED & RECORD VERIFIED

Thomas H. Lock
County Comptroller, Orange Co., FL

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