

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
WYNDHAM AT LAKE WINTERSET
HOMEOWNERS ASSOCIATION, INC.

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THIS DECLARATION, is made this 3 day of October, 1995, by DGCF II, Inc., a Florida corporation (the "Developer" or "Declarant"), owner of all the right, title and interest, both legal and equitable, in and to certain lands more particularly described on the attached Exhibit "A" (hereinafter, the "Property").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Property described above, and any additional property which may by subsequent amendment be added to and subjected to this Declaration, 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 Property and be binding on all parties having any right, title and interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, except as provided below.

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ARTICLE I

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Definitions

Section 1. "Association" shall mean and refer to WYNDHAM AT LAKE WINTERSET HOMEOWNERS ASSOCIATION, INC., a Florida corporation, its successors and assigns. The "Board of Directors" of the Association shall be the elected body having its normal meaning under Florida corporation law.

Section 2. "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 any obligation. The term "Owner" shall also include the Declarant.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property described above.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) and the surface water management system owned by the Association for the common use and

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This Document Prepared By & Return to: 1
Michael S. Craig, Esquire of
PETERSON, MYERS, CRAIG, CREWS,
BRANDON & PUTERBAUGH, P.A.
P.O. Drawer 7608
Winter Haven, FL 33883-7608

enjoyment of the Owners. The Common Area to be owned and operated by Association at the time of conveyance of the first Lot is depicted on Exhibit "B" attached hereto and made a part hereof.

Section 5. "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 6. "Declarant" shall mean and refer to DGCF II, Inc. and its successors and assigns if such successors or assigns should acquire more than a majority of the remaining undeveloped Lots owned by the Declarant for the purpose of development, and notice of such transfer is made in writing from DGCF II, Inc. to the Association.

Section 7. "Security System" shall mean and refer to the walls, gates, guardhouse, guards, alarms, telecommunications, cables, fiber optics, and such other items as from time to time may be implemented by the Association in order to provide security for the subdivision. "Security System" shall also include the requirements, rules and regulations, established by the Association and as amended from time to time. Each Owner, by acceptance of a deed for a Lot, agrees to release the Association and the Officers and Directors of the Association from any liability arising out of, or resulting from, the design, construction and operation of the Security System. Every Owner shall be required to purchase at the Declarants or the Associations actual cost such sticker, electronic openers, decals, license plates and/or such other items as may be required for and by the Security System.

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of ingress and egress, use and enjoyment in and to the Common Area hereof 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 charge reasonable user fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities 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.

(c) 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 Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 75% of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area to the members of his family, his tenants or contract purchasers who reside on the Property.

Section 3. Amendment. This Article II shall not be amended without the written consent of Declarant so long as the Declarant owns any of the Property.

ARTICLE III

Membership and Voting Rights

Section 1. Every Owner 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 the Owners of each lot shall determine, but in no event shall more than one vote be cast with respect to any Lot. Any member who is delinquent in the payment of any charges duly levied by the Association against the Lot shall not be entitled to vote until all such charges together with any penalties as the Board of Directors of the Association may impose have been paid.

Class B. The Class B members shall consist of the Declarant and its successors and assigns 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 any 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) on December 31, 2001, or

(c) when Declarant, in its sole discretion, so determines.

ARTICLE IV

Rights and Obligations of the Association

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Section 1. Security System and Common Area. The Association, subject to rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and operation of the Security System and the Common Area (including all improvements, landscaping, furnishings and equipment related thereto, if any, and the surface water management system), and shall keep such Security System and Common Area well maintained, in good, operable, clean, attractive and sanitary condition, order and repair as it existed at the time construction and landscaping were completed by Declarant, pursuant to the terms and conditions of this Declaration and the Bylaws of the Association.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association may determine to be necessary or desirable for the proper maintenance and operation of the Security System and the Common Area, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. Association may obtain and pay for legal and accounting services necessary or desirable in connection with its operations or the enforcement of this Declaration.

Section 3. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board of Directors, acting on behalf of the Association, shall accept any real or personal property, leasehold or other property interests located within the Property conveyed to it by the Declarant.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5. Surface Water. The Association shall provide for the inspection of the surface water management system by a Florida registered professional engineer to assure that the system is properly operated and maintained.

Section 6. Road Maintenance. The Association shall be required as a common maintenance item to re-seal the roadways every

two and one-half years to maximize their useful life.

ARTICLE V

Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, all 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 Lot 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 Lot at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to implement and promote the security, recreation, health, safety and welfare of the residents of the Property and for the improvements, maintenance and operation of the Security System and the Common Area. Without limitation, the assessments shall also be used to staff and maintain the Security System, provide police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association and maintain roadways, landscaping, surface water management systems, retention areas, and other improvements on the boulevards, entrances, medians and all other dedicated areas within the Property. Additionally, the assessment shall be used to maintain street lights, roads, directional signs, informational signs identifying the subdivision, sign lighting and utilities within the Property, if necessary. The Association may, but shall not be obligated to, use assessments to improve and maintain property adjacent to the Common Area or the Property in order to improve or maintain the property values within the Property.

Section 3. Maximum Annual Assessments and Declarants Obligations to Pay Assessments.

(a) The initial maximum annual assessments, if any, against Owners other than Declarant shall be not more than six Hundred Dollars (\$600.00) per Lot. Declarant shall not be responsible to pay any assessment for Lots owned by Declarant until seventy-five

percent (75%) of the Lots have been conveyed by Declarant to third parties. On January 1 of the year immediately following the conveyance of seventy-five percent (75%) of the Lots by Declarant, Declarant shall commence paying an annual assessment for each Lot then owned by Declarant. Prior to the time that Declarant is obligated to pay an annual assessment, the total expenses of the Association incurred for the purposes set forth herein shall be paid from the annual assessments received by the Association from Owners other than Declarant. Any difference in the amount of total expenses of the Association and the amount collected from Owners other than Declarant shall be paid by Declarant so long as Declarant is not paying assessments for Lots owned by Declarant. There shall be no special assessments for capital improvements until Declarant begins paying assessments for Lots owned by Declarant. At any time, Declarant may elect to pay assessments for each Lot owned by Declarant rather than pay the difference between the amount collected by the Association and the total expenses of the Association.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year by a majority vote of the Board of the Association, without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) 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 such purpose.

(d) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum stated herein.

Section 4. Computation of Assessment. It shall be the duty of the Board of Directors of the Association to prepare a budget covering estimated costs of operating the Association during the coming year, which budget shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The budget shall become effective unless disapproved at a meeting by the majority of the Owners. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board of Directors fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

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 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, if any, 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 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all votes of all classes of membership shall constitute a quorum.

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 as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. 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 Non-Payment 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 the rate of eighteen percent (18%) per annum. The Association may bring an action at law or equity against the Owner personally obligated to pay the same or foreclose the lien against the Property. 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. All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of

their coming due.

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 assessment lien by 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.

Section 11. Mortgagees. Mortgagees are not required to collect assessments.

ARTICLE VI

Architectural Control

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The Developer shall have the responsibility of functioning as the Architectural Control Committee, hereinafter referred to as the "Committee", and enforcing the restrictions set forth in this Article prior to the formation of the Committee, which upon appointment, shall assume and shall be responsible for enforcement. Reference in this Article to Committee shall mean the Developer until the Committee is appointed. The following architectural, maintenance and use restrictions shall apply to each and every Lot or Lots or any other structure now or hereafter subject to this Declaration, however, the Committee may adopt such other and further rules and regulations as it deems necessary to carry out its functions and purposes hereunder, provided all such rules and regulations shall be filed with and made a part of the Association's minutes. In addition, the Committee has the right, but not the obligation, to grant waivers for minor deviations and infractions of this Declaration. The granting of any waiver for any portion of the Property may be given or withheld in the Committee's sole discretion and a prior grant of a similar waiver shall not impose upon the Committee the duty to grant new or additional requests for such waivers.

Section 1. Approval of Plans and Architectural Committee. For the purpose of further insuring the development of said land as a residential area of highest quality and standard, and in order that all improvements shall present an attractive and pleasing appearance from all sides of view, the Committee reserves the exclusive power and discretion to control and approve all of the buildings, structures and repairs and/or improvements on each Lot in the manner and to the extent set forth herein. No residence or other building, and no wall, utility yard, driveway, swimming pool,

swimming pool enclosure, playground equipment, basketball goal or other structure or repairs and/or improvements, regardless of size or purpose, whether attached to or detached from the main structure, shall be commenced, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation and approximate square footage, construction schedule, front, side and rear elevations and such other information as the Committee shall require, including, if so required, plans for the grading and landscaping showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Committee. All architectural, remodeling and/or landscape plans must be accompanied by site plans which show the siting of structures on each side of the building under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of said land or contiguous land. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same if in the sole opinion of the Committee a satisfactory remedy is possible. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed construction and of the materials of which the same are proposed to be built, the building plat upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require. The Architectural Committee is authorized to grant waivers to Owners in the event the strict application of these restrictions presents a bona fide hardship.

Section 2. Prerequisites. As a prerequisite to consideration for approval, and prior to beginning the alteration or improvement work contemplated, two (2) complete sets of plans and specifications must be submitted to the Committee. All structures constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of a licensed architect or other person found to be qualified by the Committee, and approved by the Committee. Upon giving written approval, construction shall be started and prosecuted to completion

promptly, and in strict conformity with such plans and specifications. The Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost.

The Committee shall have the right to charge a reasonable fee for receiving each application for approval of plans and specifications subsequent to initial construction and sale.

Section 2. Construction. All structures must be built to comply substantially with the plans and specifications as approved by the Committee and, before any structure can be occupied, it must be completely finished.

Until such time as Developer divests himself of all Lots within Wyndham at Lake Winterset (except for his primary residence), the Declarant shall appoint the members of the Committee to consist of not less than three (3) nor more than Seven (7) members which shall exercise authority granted herein and Developer shall have the right to assign the Committee to the Wyndham at Lake Winterset Homeowners' Association at any time. After the Developer divests himself of all Lots within Wyndham at Lake Winterset (except for his primary residence), the Committee shall be selected by a majority vote of the Board of Directors for their architectural, engineering and building knowledge and expertise. The Association, Declarant, the Committee, or any officer, employee, director or member thereof shall not be liable for damages to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association, Declarant or the Committee to recover any such damages. Subject to the conditions hereinafter set forth, the Association shall indemnify all members of the Committee or former members of the Committee against reasonable expenses, including attorney's fees, settlement payments, judgments and fines actually incurred by them in connection with the defense of any action, suit or proceeding, or threat or claim of such action, suit or proceeding, no matter by whom brought or in any appeal in which they or any of them are made parties or a party by reason of being or having been a member of the Committee, except in relation to matters as to which any such member of the Committee shall be adjudged and such action, suit or proceeding to be liable for willful misconduct. Expenses incurred by defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the Final Disposition of such

action, suit or proceeding, if authorized by the Board of Directors of the Association, upon receipt of an undertaking by or on behalf of the members of the Committee to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized herein. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a member of the Committee, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of the Articles of Incorporation of the Association.

Owner must complete construction in a timely manner, substantially in accordance with all plans and specifications approved by the Committee, including plans for Lot grading, building plans and specifications, landscaping plans, pool plans and any other plans for construction of any improvement on the Lot (the "Construction"). The Owner shall notify the Committee in writing when the Construction has been completed and the Committee shall, within ten (10) days of receiving such notice, make an inspection to verify compliance with the approved plans. Should the Committee or the Declarant determine that the Construction has not been completed in accordance with the approved plans and specifications, either the Committee or the Declarant shall notify the Owner in writing citing deficiencies and the Owner shall within fifteen (15) days after receipt of notice commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected. Should such Construction not be completed in a timely manner as determined by the Committee or the Declarant, or not be completed in accordance with the plans and specifications approved the Committee, the Committee or the Declarant shall have the right to seek specific performance of the Owner's obligations to complete the Construction as approved by the Committee; or in the alternative, shall have the right, but not the obligation, to enter upon the Lot and complete the Construction as approved, at the expense of the Owner, subject, however, to the following provisions. Prior to commencement of any work on a Lot, the Committee, or the Declarant, must furnish prior written notice to the Owner at the last address listed in the records of the Association for the Owner, notifying the Owner that unless the specified deficiencies are corrected within thirty (30) days, the Committee or the Declarant shall correct the deficiencies and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Committee or the Declarant shall have the right to enter in or upon any such Lot or to hire personnel to do so to complete the Construction as approved by the Committee. The cost of such work, including labor and materials shall be assessed against the Lot upon which such work is performed and the Association or the Declarant shall record a Claim of Lien against the Lot for the work performed, and it shall be a Lien and obligation of the Owner and shall become due and payable upon the

recording of the Claim of Lien and shall be enforced and collected as provided herein. The obligation to complete the Construction as approved and pay the Lien provided above shall be binding upon and enforceable against all current and future Owners of the Lot. Any attorneys fees or costs and any administrative costs incurred by the Committee or the Declarant in enforcing the provisions hereof, including attorneys fees and costs on appeal of any lower court decision, shall be payable by the Owner of the Lot, or the Owner's successors and assigns, and the Claim of Lien against the Lot shall further secure the payment of such sums. Upon completion of the Construction, or upon correction of deficiencies cited by the Committee or the Declarant, the Owner shall notify the Committee and the Declarant in writing to inspect the Lot. If the Committee and the Declarant determine that the Construction has not been completed in accordance with the approved plans and specifications, the Committee shall issue to the Owner a "Notice of Non-Compliance" in recordable form, executed by a majority of the members of the Committee with the corporate seal of the Association fixed. If the Owner shall not correct the deficiencies, the Notice of Non-Compliance may be recorded in the Public Records; if the deficiencies shall thereafter be corrected, the Notice of Non-Compliance shall be discharged by an instrument executed by the Committee in recordable form. After written demand by the Owner upon the Committee, failure to record a Notice of Non-Compliance after Construction completion and within 15 days of receipt of written demand, shall be conclusive evidence that the Construction as approved by the Committee has been completed in accordance with the approved plans and specifications.

The Committee shall also have exclusive jurisdiction over modifications, improvements, additions, or alterations (hereinafter referred to as "Alterations"), made on or to existing Lots or structures on said Lots, and the open space, if any, appurtenant thereto. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of a structure on a Lot or to paint the interior of his residential structure any color desired. In the event that the Committee fails to approve or to disapprove such plans or to request additional information reasonably required within thirty (30) days after submissions, the plans shall be deemed approved. Should the Committee or the Declarant determine that the Alterations have not been completed in accordance with the approved plans and specifications, either the Committee or the Declarant shall notify the Owner in writing citing deficiencies and the Owner shall within fifteen (15) days after receipt of notice commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected. Should such Alterations not be completed in a timely manner as determined by the Committee or the Declarant, or not be completed in accordance with the plans and specifications approved by the

Committee, the Committee or the Declarant shall have the right to seek specific performance of the Owner's obligations to complete the Alterations as approved by the Committee, or in the alternative, shall have the right, but not the obligation, to enter upon the Lot and complete the Alterations as approved, at the expense of the Owner, subject, however, to the following provisions. Prior to commencement of any work on a Lot, the Committee, or the Declarant, must furnish prior written notice to the Owner at the last address listed in the records of the Association for the Owner, notifying the Owner that unless the specified deficiencies are corrected within thirty (30) days, the Committee or the Declarant shall correct the deficiencies and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Committee or the Declarant shall have the right to enter in or upon any such Lot or to hire personnel to do so to complete the Alterations as approved by the Committee. The cost of such work, including labor and materials shall be assessed against the Lot upon which such work is performed and the Association or the Declarant shall record a Claim of Lien against the Lot for the work performed, and it shall be a Lien and obligation of the Owner and shall become due and payable upon the recording of the Claim of Lien and shall be enforced and collected as provided herein. The obligation to complete the Alterations as approved and pay the Lien provided above shall be binding upon and enforceable against all current and future Owners of the Lot. Any attorneys fees or costs and any administrative costs incurred by the Committee or the Declarant in enforcing the provisions hereof, including attorneys fees incurred by the Committee or Declarant to assist in enforcing these provisions prior to initiating legal action, to file and pursue a lawsuit, and fee and costs on appeal of any lower court decision, shall be payable by the Owner of the Lot, or the Owner's successors and assigns, and the Claim of Lien against the Lot shall further secure the payment of such sums.

Section 4. Setbacks. Minimum setback lines shown on the final Site Plan as required by Polk County of the Property are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. Setbacks may be staggered where appropriate so as to preserve important trees, and assure vistas of water and open areas. The Committee reserves the right to select the precise site and location of each Unit or other structure on each Lot, and to arrange the same in such manner and for such reasons as Committee shall deem sufficient. Setback provisions herein prescribed may be altered by the Developer whenever in his sole discretion the topography or configuration of any lot in said subdivision will so require.

Section 5. Building Construction Standards, Rules and Regulations. The following Building Construction Standards shall be strictly adhered to:

- (a) Finish exterior building materials shall be applied

consistently to sides of the exteriors of buildings. Recommended materials shall be brick, stone, stucco, wood (not plywood or similar material), or other approved natural material.

- (b) Finish exterior colors shall be applied consistently to all sides of the exteriors of the buildings. Color selections shall be harmonious with each other and with natural materials, all exterior wood must be painted or stained.
- (c) No alteration of ground elevation shall be permitted on any Lot which shall exceed one foot deviation from the ground elevation at the time of the platting of the subdivision, excepting driveways, pedestrian walkways and foundations.
- (d) Flat roofs shall not be permitted on the main portion of the structure provided, however, the Committee shall have discretion to approve such roofs on the main body of a building, if modern or contemporary in design. No build-up roofs shall be permitted, except on approved flat surfaces. All pitched roofs must have at least a 6/12 slope on the main body of the building. The composition of all pitched roofs is recommended to be cedar/cypress shake shingle (heavy hand split), slate, concrete, tile, or other composition approved by the Committee. A Minimum of 30 year Dimensional Architectural shingles are permitted only if approved in advance in writing by the Committee.
- (e) Any exposed portion of a chimney outside of the building shall be constructed solely of brick, stone, stucco, or wood. If the fireplace is a metal (self-insulated) type with a metal spark arrestor at the top of the chimney, this arrestor must have a cawling or surround of material approved in advance in writing by the Committee.
- (f) All mail boxes shall be of a common design approved by the Declarant; shall be purchased by Owner from Declarant at Declarant's cost at the time of the Lot closing; shall include only the surname and house number of resident; and shall be located at the street front of each homesite as prescribed by the United States Postal Service. Owner shall install and maintain such mail box as specified by the Committee.
- (g) All exterior lighting shall be consistent with the

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character established in Wyndham at Lake Winterset and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to concealed up-lighting or down-lighting and the style and type of lighting shall be compatible with the building designs and materials. No post lamps are permitted.

- (h) A basic landscaping plan and specifications for each homesite must be designed by a professional landscape designer or person of similar competence and must be submitted to and approved by the Committee. The landscape plan shall include no less than 5 shade trees in number. Shade trees shall have a minimum height of 10 feet and minimum spread of 6 feet at the time of transplanting on the homesite property. All yards must be sodded with St. Augustine grass or its equivalent to the rear line of each house and contain an underground irrigation system. Landscaping must be completed prior to occupancy, and must equal the lesser of 2% of the value of the Lot and residential improvement, or \$10,000.00 (excluding the cost of sodding and sprinkler system.).
- (i) Every Owner must employ a properly licensed general contractor to construct a residence on their Lot. An Owner may not act as their own contractor unless they are properly licensed, or are found to be qualified by the Committee, and comply with all of the provisions hereof, including pre-approval. All home builders must be pre-approved by the Committee. A \$1,500.00 deposit shall be placed with the Committee prior to the commencement of Construction to cover the cost of any repairs to roads, curbs or landscaping damaged as the result of Construction activities. The deposit, or balance thereof, shall be returned within 30 days of the issuance of the certificate of occupancy. All homes must be 100% completed prior to occupancy. Builders must have a least one dumpster per job site during Construction. Construction must be completed within 8 months of the initial footer inspection. Construction on the house shall be from sunrise to sunset, Monday through Saturday and no work may be conducted on Sunday. Builders must use designated construction entrances and follow such of Declarants additional rules or directions in effect at the time regarding access to the jobsite. Builders must install a four(4) foot wide concrete sidewalk along the Lot frontage

in a location and according to the specifications set forth by the Committee if required by the Committee or Declarant. Builders shall provide to the Declarant a signed and sealed foundation and final survey certified to Declarant and the Committee.

- (j) All driveways and parking areas shall have a decorative finish or trim, as approved by the Committee.

Section 6. Time for Construction and Right of Resale. If the Owner of a Lot, his or her heirs, successors or assigns do not erect a dwelling upon the Lot purchased within three years from the date of original purchase from the Developer, the Developer or the Association shall have the right of repurchasing the Lot at the price paid by the Owner plus interest at the rate of 6% per annum. If the Owner of a Lot desires to resale his Lot as improved or unimproved, within one year of Owner's purchase of the Lot from Declarant, Declarant's real estate affiliate shall have the exclusive right to list the Lot for resale for a period of six (6) months. If Declarant's real estate affiliate procures a purchaser, it shall be entitled to a commission of 6% percent, payable at closing. If the Declarant's real estate affiliate does not procure a purchaser for the Lot within the six (6) month period, Owner may employ the services of another realtor or broker to market the Owner's Property.

ARTICLE VII

Use Restrictions

Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Association, Committee, Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including actions to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other moneys for such violations. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorney's fees. Invalidation of any of these covenants by judgment or court order shall in no manner affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

Section 2. Residential Lots. All Lots included within the real estate to which these restrictions pertain shall be used as

residential Lots, no Lot may act as access to property outside of the subdivision and boat ramps are prohibited. No structure shall be erected, altered, placed or permitted to remain on any of said Lots, other than one single family dwelling unit not to exceed thirty-five (35) feet in height, and an attached two (2) car (minimum) side-entry garage, without the prior written approval by the Committee. Geometric dome houses, stilt houses, underground houses or prefabricated houses are not permitted. The minimum square footage for a home on a lakefront Lot shall be 3500 square feet of living area. The minimum square footage for a home on all other Lots, including inlet Lots, shall be 2500 square feet of living area. The ground floor of a two-story dwelling unit shall not be less than fifteen-hundred (1500) square feet of living area. Square footage of living area shall be measured by outside dimensions of all air conditioned space exclusive of garage, screened or unscreened porches and covered walkways, breezeways and approaches. All construction shall be of new materials. No exposed or painted concrete block, stucco brick, stucco stone or aluminum or vinyl siding shall be permitted. Lots may be divided only with the prior written approval of the Committee. No Lot or portion of any Lot may be used as access to property outside of, or adjacent to Wyndham at Lake Winterset.

Section 3. Set backs. No building shall be located upon any residential building Lot which is not in compliance with the County code set back requirements. Unless otherwise permitted by the Committee, canal Lots and Lots with the perimeter wall shall have a set back from the Lot line of ten (10) feet on each side. All other Lots shall have a set back from the Lot line of fifteen (15) feet on each side. All Lots shall have a set back of forty (40) feet on the front and driveways shall be set back at least three (3) feet from the Lot line.

Section 4. No Offensive Activity. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which constitutes a public nuisance.

Section 5. Other Structures. Unless otherwise specifically allowed or permitted under these covenants, no trailer, tent, shack, garage, barn, toolhouse or other outbuilding shall at any time be placed temporarily or permanently upon a Lot, nor shall any improvements be made to said Lot until and unless such Owner shall first obtain the written approval of the Committee. All tanks, air conditioners and other auxiliary equipment shall be enclosed or buried so that they may not be seen from adjacent Lots or Common Area.

Section 6. Fences. No fences shall be erected upon any Lot, except in connection with the enclosure of a pool. All such pool enclosures shall require approval by the Committee.

Section 7. Aerials: Antennas. No exterior radio aerials,

television antennas, satellite dishes or cable antennas shall be permitted. Mini discs (or dishes) of not greater than twenty-four inches in diameter may be permitted if placed in such a manner that they may not be seen from adjacent Lots or Common Area.

Section 8. Outdoor Clothes Drying. No outdoor clothes drying shall be allowed.

Section 9. Easements. The Declarant, for itself, and its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under (i) the Common Area; (ii) all easements of record as described on the plat of WYNDHAM AT LAKE WINTERSET recorded in Plat Book 100, Page 34, Public Records of Polk County, Florida. If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to the Lot Owner's easement. The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this Section so long as the Declarant shall own at least one (1) Lot within the Property. The Owners of the Lots subject to the privileges, rights, and easements referred to in this Section shall acquire no right, title or interest in or to any pipes, lines, equipment or facilities placed on, over or under the Property which is the sole and the exclusive Property of the Declarant and its successors and assigns. The Association (without undertaking the obligation) reserves a perpetual right on, over and under the Property to dispense pesticides and herbicides and take other action which in the opinion of the Association is necessary or desirable to control insects, vermin, nuisance vegetation and aquatic weeds.

Section 10. Parking. No parking facilities are allowed on any Lot except a concrete driveway with a minimum width of twelve (12) feet and designated guest parking approved by the Committee. No wheeled vehicles of any kind, boats or any offensive objects may be kept or parked in a state of disrepair on any Lot. Said vehicles, boats or objects may be so kept if completely inside a garage. Boats must be kept in a boat house (for waterfront Lots) that has been constructed according to the plans and specifications approved by the Committee or on a trailer within a garage. All vehicles including private passenger automobiles owned, leased, or otherwise in the control of a person residing in Wyndham at Lake Winterset must be garaged, and must not be parked on any street or in any driveway at any time during the day or night. Vehicles parked in an approved screened from view area qualify as being garaged. The sole exception to this restriction shall be that in the event there are more vehicles than garage stalls at any one home, the number of vehicles(s) exceeding the number of garage stalls may be parked in (first priority) approved guest parking places and if not available (second priority) driveways. The Board may from time to time promulgate further rules which restrict, limit or prohibit the use of any driveway or parking area which may

be in front of, adjacent to or part of any Lot as a parking place for personal passenger vehicles, commercial vehicles, trailers, recreational vehicles, self-propelled motor homes, motorcycles and boats. Such rules, if and when promulgated, shall have the same force and effect as if promulgated and initially made a part of this Declaration. Overnight parking or storage of trucks or commercial vehicles in excess of one-half ton rated capacity is prohibited. No unregistered or inoperable motor vehicles or trailer of any kind may be disassembled, serviced or repaired on the Property in such a manner as to be visible from any point on adjacent Lots, Common Area or the street.

The following initial restrictions have been adopted by the Board:

- (a) Prohibited Vehicle - No "Prohibited Vehicle" shall be parked or stored on any of the Common Areas or on any portion of a Lot which is visible from any of the Common Areas or from any road or other Lot within the Property. For purposes of this Section, a "Prohibited Vehicle" is:
- (i) a truck (except a 1/2-ton pick-up truck which has no camper top, bed enclosure or other appendage attached to it), delivery van, service van or bus;
 - (ii) a commercial vehicle (i.e., one not designed and used for normal personal/family transportation) and any vehicle bearing lettering, graphics or insignia is/are completely covered with a magnetic or other type covering of the same color as the vehicle;
 - (iii) a recreational vehicle (RV) including a camper, mobile and motor home, all terrain vehicle (ATV or ATC), except "4 x 4's" made by a recognized automobile manufacturer and not extensively remodelled; or any dune buggy or similar vehicle;
 - (iv) a trailer of any type;
 - (v) a boat unless kept in a garage; or
 - (vi) a derelict vehicle, including a vehicle with no current license plate or a vehicle incapable of self propulsion.

For purposes hereof, a "Prohibited Vehicle" shall not be deemed to be (even if generally described above) any commercial or public service vehicle present on the Property while performing services for or on behalf of the Owners.

(b) Non-resident/visitor parking. Non-residents and visitors to the Property shall not be permitted to park within the Property for longer than six (6) continuous hours in any one day except in driveways or designated guest parking areas associated with the Lots owned by the person(s) such visitor or non-resident is visiting. Non-residents and visitors shall not park overnight on the streets within the Property.

Section 11. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that each household may keep not more than three (3) household pets, provided that they are not kept, bred or maintained for any commercial purpose and are kept on a leash while outdoors.

Section 12. Architectural Control Committee Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Committee shall have the right and authority to waive such a violation.

Section 13. Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition within the garage or an approved walled or landscaped area free from public view. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the time frames set forth herein.

Section 14. Signs. No sign of any kind may be displayed to the public view on any Lot except signs used by the Declarant to advertise the Property during the initial construction and sales period and to designate the future homeowners of the particular Lot.

Section 15. Common Area. No improvements shall be constructed upon any portion of the Common Area without the approval of the Committee, and, so long as Declarant owns any Lots, the approval of the Declarant. These areas shall be maintained by the Association as open recreational areas and roadways as provided in the plats of the Property for the use and benefit of all Lot owners.

(a) No activities constituting a nuisance shall be conducted upon the Common Area.

(b) No rubbish, trash, garbage, or other discarded items shall be placed or allowed to remain upon the Common Area.

(c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Owners.

(d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the Property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. Said insurance policies shall be in the name of the Association and for the benefit of the Association members and Owners of record and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable.

(e) At all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Areas, shall require the approval of two-thirds (2/3) of the votes entitled to be cast.

(f) The common area cannot be mortgaged or conveyed without the consent of at least 2/3 of the Owners (excluding the Declarant).

Section 16. Property Maintenance. The Owner of any Lot shall be responsible for maintaining the grass in all drainage easements on their Lot and to the waters edge on those Lots fronting on a wet retention pond. Owners may not remove any trees planted by the Declarant without the prior written approval of, and subject to the conditions imposed by, the Committee. Yards shall be regularly mowed and edged with the streets and driveways cleared of any grass clippings by blower or broom. All buildings and other structures and each portion thereof shall at all times be well and properly maintained in good condition and repair by the Owner thereof. No windows shall be covered with aluminum foil or other materials not designed for such purpose. No bottles or other objects shall be placed on window sills so as to be visible from adjacent Lots or the Common Areas. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Committee, including landscaping, grass and shrubbery, or has damaged the Common Area, the Owner shall be notified and given ten (10) days in which to correct or abate the situation. If the Owner fails to do so, the Committee shall have

the right (although it shall not be required to do so) to enter upon said Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the buildings and other improvements located thereon at the sole cost of the Owner of said Lot. The cost of such repair, maintenance and restoration shall constitute a lien upon said Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of said lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of said Lot shall, by virtue of having acquired said Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to any first mortgage lien.

Section 17. Lawn Furnishings. Lawn furnishings such as bird baths, frog ponds, lawn sculpture, artificial plants, bird houses, rock gardens or similar types of accessories and lawn furnishings shall be placed on a location on the Lot where it is least visible from Common Areas and from other Lots and must be approved by the Committee prior to installation.

Section 18. Shallow Wells and Sprinklers. Subject to regulation by governmental agencies, wells may be put down by Owners for irrigation purposes. However, such wells shall be located on the rear portion of the subdivision Lot and out of public view. All irrigation pipe and sprinklers shall be located underground with the exception of sprinklers that are located in flower beds or other areas immediately adjacent to the residential structure. Subject to regulations of governmental agencies, owners of lakefront Lots on Lake Winterset may attempt to use lake water for irrigation and place all such irrigation pipe and other apparatuses underground or concealed or encased in some permanent structure approved by the Committee.

Section 19. Utilities and Security Systems. All residential utility service lines (including, without limitation, electricity, telephone, fiber optics and all types of radio and television lines, cables, etc.) to the Lots shall be underground, unless approved by Declarant or the Committee, provided however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Committee's sole discretion, deemed necessary. Each Lot must be connected to the Security System and the occupants shall strictly observe the requirements, rules and regulations of the Security System established by the Association as the same may be modified or amended from time to time.

Section 20. Go-Carts Etc. No go-carts, mini bikes, three wheelers, or four wheelers may be continuously operated in or on any Common Area, at any time. No mechanical power for boats is permitted on the interior lake except electric motors under one (1) horsepower. Motorcycles (except for off-road or dirt bikes which

are strictly prohibited) may use the roadways within the Property strictly for ingress and egress to and from an Owners residence to the public roadway systems.

Section 21. Window Air Conditioners. No window air conditioning units shall be installed without prior written approval of the Committee.

Section 22. Discharge into Water Bodies. Nothing other than storm water and irrigation waters may be discharged into any Lake, canal, pond, or other body of water located within or adjacent to the Property.

Section 23. Basketball Hoops. No basketball hoops or goals shall be erected on any portion of any of the Lots unless first approved by the Committee. Any such approval by the Committee is subject to revocation, if in the discretion of the Committee the basketball hoop or goal becomes an eyesore, is not properly maintained, or becomes undesirable for any reason.

Section 24. Open Burning. No open burning of wooden materials or vegetation generated by land clearing, the demolition of a structure, or open burning to reduce solid wastes is allowed unless approved by the Association.

ARTICLE VIII

FINES

In addition to all other remedies, in the sole discretion of the Board of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation, contained herein or promulgated pursuant to these Declarations provided the following procedures are adhered to:

- (a) Notice. The Association shall notify the proposed date on which such fine(s) shall become final, which date shall not be earlier than the next regularly scheduled Board meeting. Included in the notice shall be the date and time of the next Board meeting.
- (b) Hearing. The Owner may petition the Board in writing to appear at the next scheduled Board meeting at which time the Owner shall present reasons why the fine(s) should not be imposed. A written decision of the Board shall be submitted to the Owner not than later three (3) days after the date of the Board meeting. Failure of the Owner to contest any proposed fine(s) in accordance with these procedures shall constitute a waiver of his/her rights to further contest such proposed fine(s).

- (c) Fines. The Board may impose fines against any Lot as follows:
 - (i) First noncompliance or violation: a fine not in excess of One Hundred (\$100.00) Dollars.
 - (ii) Second noncompliance or violation: a fine not in excess of Five Hundred (\$500.00) Dollars.
 - (iii) Third and subsequent noncompliance or violation, or violations that are of a continuing nature: a fine not in excess of One Thousand (\$1,000.00) Dollars for each week of continued violation or noncompliance.
- (d) Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the fines.
- (e) Collection Fines. Fines shall be treated as a Special Assessment otherwise due to the Association, and as such will be a lien against the Owner's Lot.
- (f) Application of Fines. All monies received from fines shall be allocated as directed by the Board.
- (g) Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE IX

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 the Declaration. Failure by the Association or by an 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 manner affect any other provisions which shall in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) 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 during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. Any amendment of these covenants and restrictions which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

Section 4. HUD/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Department of Housing and Urban Development and the Veterans Administration: annexation of additional properties, mergers and consolidations, dedication of Common Area, mortgaging of Common Area, and amendment or dissolution of this Declaration.

Section 5. Construction and Sale. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area, such facilities and activities, as in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of such residences, including, but not limited to business offices, signs, model unit and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically, and without limitation, the right to use Lots owned by the Declarant as models and sales offices. This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section shall terminate not later than December 31, 1999.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 7. Captions. The captions of each Article and Section hereof as to the contents of each Article and Section, are inserted only for convenience and are in no manner to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.