

Florida Rec Fee \$ 61.00  
 Doc Tax \$ \_\_\_\_\_  
 Int Tax \$ \_\_\_\_\_  
 Total \$ 61.00

Paid THOMAS H. LOCKER,  
 Orange County  
 Comptroller  
 By ASM  
 Deputy Clerk

WEDGEWOOD GROVES 2544759 ORANGE CO. FL.  
 10:37:20AM 06/24/86

GR3800 PG1206

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration"), made and entered this 24th day of June, 1986, by LEXINGTON DEVELOPMENT CORPORATION OF FLORIDA, INC., a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in the County of Orange, State of Florida, which is more particularly described as:

Plat of WEDGEWOOD GROVES, UNIT 1, according to the plat thereof as recorded in Plat Book 16, Page 144 of the Public Records of Orange County, Florida.

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community, and for the maintenance of the Common Areas, recreation areas and other common facilities within said properties, and to this end, desires to subject the Properties to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Properties and each Owner thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which could be delegated and assigned the powers of maintaining and administering the common facilities and areas, and administering and enforcing the Covenants and Restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Declarant has or will incorporate under the laws of the State of Florida, as a non-profit corporation, WEDGEWOOD GROVES HOMEOWNER'S ASSOCIATION, INC., the purpose of which will be to exercise the aforesaid functions.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants,

This instrument was prepared by:  
 F. VERNON BENNETT, ATTY.  
 BROAD AND CASSEL  
 Maitland Center - Fourth Floor  
 1051 Winderley Place  
 Maitland, Florida 32751

liens and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

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

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 Properties, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All areas shown on any recorded subdivision plat of the Properties, other than any portion thereof included in a Lot, or in a dedicated road or other dedicated easement area where a governmental or other entity has agreed to accept maintenance responsibility.

Section 5. "Lot" shall mean and refer to any dwelling unit site or plot of land shown on a recorded subdivision plat of the Properties, with the exception of the Common Area. The word Lot shall include both the platted site or plot of land, and the residence located thereon when same has been constructed.

Section 6. "Declarant" shall mean and refer to LEXINGTON DEVELOPMENT CORPORATION OF FLORIDA, INC., a Florida corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other 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 of the recreational facilities by a Lot Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 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 member. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded; and

(d) The right of individual Lot Owners to the exclusive use of parking spaces as provided in this Article.

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

Section 3. Easement for Encroachments. Each Lot and the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs of improvements constructed upon adjoining Lots, as designed or constructed by the Declarant or its designee. A perpetual easement shall exist for said encroachments, and for the maintenance of same, so long as they exist. In the event a structure on a Lot is partially or totally destroyed, and then rebuilt, the Owners of the portion of the Properties so affected agree that minor encroachments of

parts of the adjacent structures shall be permitted and that a perpetual easement for said encroachments and the maintenance thereof, shall exist.

Section 4. Easements for Utilities and Services. There is hereby created upon and under the Common Area, easements for ingress and egress, and for the installation, replacement, repair and maintenance of all necessary facilities for utilities services to the Property, including but not limited to water, sewer, gas, telephone and electricity, and a master television antenna system or cable television. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles and other necessary equipment and facilities on said property and to affix and maintain wires, circuits and conduits on, above, and under said property.

A perpetual easement is further granted to all police, fire protection, ambulance, mailmen and deliverymen, and all similar persons to enter upon the streets, drives and walkways on the Properties in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewer lines, electrical lines, water lines or other utilities may be installed or relocated on the Properties except as initially designed and approved by the Declarant or hereafter approved by the Association. Should any utility furnishing a service covered by the general easement herein provided, request a specific easement by separate recordable document, each Lot Owner by acceptance of a deed to a Lot agrees to execute such document.

Section 5. Easements for Privacy Walls. There is hereby created along the rear lot line of each Lot which shall abut a dedicated public right-of-way along the rear lot line, easements for ingress and egress, construction, maintenance and repair of such privacy walls, berms and landscaping as may be required from time to time in order to comply with the requirements of the City of Orlando. The Declarant, and the Association shall have the right to erect and maintain such privacy walls, berms and landscaping as may be required, provided, they shall be obligated

to restore the Lots to the condition existing prior to performing such maintenance.

Section 6. Construction and Sales. There is hereby reserved to the Declarant, its designees, successors and assigns, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots, easements over the Common Area for construction, utility lines, display, maintenance and exhibition purposes in connection with the erection of improvements and sale of Lots within the Properties; provided, however, that such use shall terminate upon the sale of all Lots; provided further, that no such use by the Declarant and others shall otherwise restrict the Owners in the reasonable use and enjoyment of the Common Area.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership Appurtenant to Lots. Every Owner of a Lot which is subject to assessment 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. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Lot 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 among themselves determine and in accordance with the Association's Bylaws, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member 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) On January 1, 1990.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, 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 agree, 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 also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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 and maintenance of the Common Area, and of the homes situated upon the Properties including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and a supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Seventy Four and No/100 Dollars (\$174.00) per Lot.

(a) 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 ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(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 above ten (10%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting called, the presence of members, in person or by proxy entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be a majority of all the votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. 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 7. 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 annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. 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 the rate of twelve (12%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. 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 or her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from



liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. Property subject to this Declaration dedicated to, and accepted by, a governmental entity shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE V

### EXTERIOR MAINTENANCE

Section 1. Maintenance and Repair of Lots. Each Lot Owner shall be required to: (1) keep that Lot Owner's Lot and the exterior of the improvements thereon in a clean, and well-maintained, orderly condition; (2) maintain the lawn and surrounding areas on that Owner's Lot in a neat and clean condition; (3) keep the grass cut; (4) keep the Lot free of trash, rubbish and items that would detract from the appearance of the Properties as a whole; and (5) keep all doors and windows in a good state of repair and maintenance. If any Lot Owner believes that another Lot Owner is not cleaning, maintaining and repairing that Owner's Lot, and the improvements thereon, in accordance with the foregoing standards, the complaining Lot Owner may submit the complaint to the Association for arbitration. The decision of the Association as to whether or not the demanded cleaning, repair, or maintenance shall be required to be performed shall be binding and final.

Section 2. Exterior Maintenance By the Association. In the event an Owner or Owners of any Lot or Lots in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lots and to repair, maintain, and restore the Lot or Lots and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot or Lots are subject, which sum shall be immediately due and payable to the Association.

## ARTICLE VI

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration whatsoever thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Committee (the "ARC") composed of three (3) or more representatives appointed by the Board of Directors. In the event the Board, or the Architectural Review Committee, fails to approve or disapprove such design, location, and plans and specifications within thirty (30) days after they have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Upon request from the Owner, the Secretary of the Association shall issue a certificate to that effect.

## ARTICLE VII

### GENERAL RESTRICTIONS

Section 1. Condition of Building and Grounds. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such Lot which would tend to impair the appearance of the community as a whole, or the specific area.

Section 2. Offensive Activity. No noxious or offensive activity shall be carried on upon a Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and, further, all domestic animals shall either be kept on a leash or kept within an enclosed area at all times.

Section 3. Signs. No commercial signs shall be erected or maintained on any Lot at any time, provided, the Owner thereof shall have the right to erect or place upon his Lot, one (1) "For Rent" or "For Sale" sign; provided further, that any such sign shall not exceed four (4) square feet in size, and that the design of any such sign shall be subject to review and approval by the Board of Directors or the Architectural Review Committee as provided in Article VI hereof.

Section 4. Garbage Disposal. Each Lot shall have receptacles for garbage, so as not to be generally visible from the road, or other garbage receptacles or similar facility in accordance with reasonable standards established by the Association.

Section 5. Trailers. No house or travel trailer, camper, boat or boat trailer, tent, barn, or other similar outbuilding or structure shall be placed on the Properties at any time, either temporarily or permanently, without the express written consent of the Association.

Section 6. Trees. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Association.

Section 7. Temporary Structures. No structure of a temporary character shall be placed upon the Properties at any time; provided, however, that this prohibition shall not apply to temporary shelters used by a contractor during the construction or repair of the improvements upon the Properties. Such temporary shelters may not, at any time, be used as residences or permitted to remain on the said property after completion of construction or repairs.

Section 8. Games and Play Structures. No basketball backboards or any other fixed games or play structures shall be located on the Properties, other than in the areas designated for such uses by the Association, if any. Tree houses or platforms of a like kind or nature shall not be constructed on any part of the Lot.

Section 9. Outside Installations. No radio or television signals nor any other form of electromagnetic radiation shall be

permitted to originate from any Lot which interferes with the reception of television or radio signals received upon any other Lot. No outside antenna for radio or television shall be constructed, erected or maintained at any time on any Lot.

Section 10. Clotheslines. No clotheslines shall be placed on the Properties at any time.

Section 11. Window Air Conditioning Units. No window air conditioning units shall be permitted upon the Properties.

Section 12. Mailboxes. No mailboxes or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on the Properties unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Board of Directors or the ARC. If and when the United States mail service, or the newspaper or newspapers involved, shall indicate a willingness to make delivery to wall receptacles attached to the residences, each Owner, upon the request of the Board of Directors, shall replace the boxes or receptacles previously employed for such purpose or purposes with approved wall receptacles attached to the residence.

Section 13. Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain on the Properties for a period in excess of forty-eight (48) hours. There shall be no major repair performed on any motor vehicle on the Properties. All vehicles shall have current license plates.

Section 14. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, or on the Properties, except for purposes of construction on such Lot, and shall not be stored for longer than that length of time reasonably necessary for the construction in which same is to be used.

Section 15. Household Pets. No Lot shall be used for 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. Provided, all household pets shall be kept on a leash at all times when not kept within an enclosed area.

#### ARTICLE VIII

##### GENERAL PROVISIONS

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions hereof, which shall remain 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 (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 during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any such amendment shall be recorded in the Public Records of Orange County, Florida.

Section 4. Annexation. Additional lands located in Orange County, Florida, within the real property described as follows:

##### LEGAL DESCRIPTION

Part of Section 5, Township 23 South, Range 30 East, Orange County, Florida, and being more particularly described as follows:

The South 565 feet of the SE 1/4 of the NW 1/4 (Less the W. 30 feet) and the NE 1/4 of the SW 1/4 (Less the N. 125 feet of the E. 415 feet and less the E. 30 feet thereof for right-of-way) in Section 5, Township 23 South, Range 30 East, Orange County, Florida.

may be annexed (i.e., subjected to the terms of this Declaration and brought within the jurisdiction of the Association) by the Declarant, without the consent of the members of the Association, within seven (7) years of the date of the recording of this Declaration, provided that the Federal Housing Administration and the Veterans Administration shall determine that the annexation is in accordance with the general plan heretofore approved by them or it, as the case may be. Thereafter, additional residential property may be annexed to the Properties only with the consent of two-thirds (2/3) of the Owners and members of the Association.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been sent when mailed, postage prepaid, to the last known address of the person or persons who appear as the Owner of the Lot on the records of the Association at the time of such mailing.

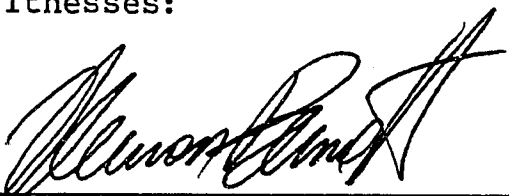
Section 6. Subdivision of Lots. No lot shall be subdivided, or boundaries changed, except with the written consent of the Association. In the event that any such replatting results in changing the boundaries of the Common Area, the Association shall deed such portion of the Common Area to the Declarant as is needed to replat the Lots, in exchange for the Declarant deeding an equal amount of acreage to the Association to be held and used as Common Area.

Section 7. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

- (a) Annexation of additional properties;
- (b) Dedication of Common Area;
- (c) Replatting of any Lots or changing the boundaries of the Common Area; and
- (d) Amendment of this Declaration of Covenants and Restrictions.

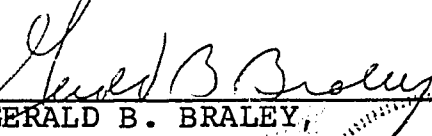
IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 24th day of June, 1986.

Witnesses:

  
\_\_\_\_\_  
G. Edward Clement

"Declarant"

LEXINGTON DEVELOPMENT CORPORATION OF FLORIDA, INC., a Florida corporation

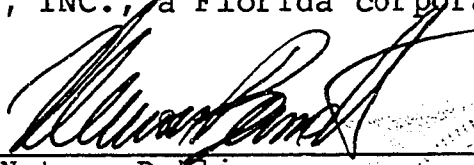
By:   
\_\_\_\_\_  
GERALD B. BRALEY,  
President

(CORPORATE SEAL)

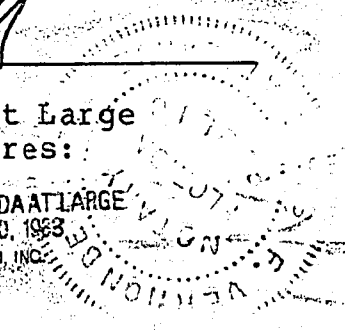


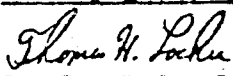
STATE OF FLORIDA            )  
                                      ) SS:  
COUNTY OF ORANGE        )

The foregoing instrument was acknowledged before me this 24th day of June, 1986, by GERALD B. BRALEY, as President of LEXINGTON DEVELOPMENT CORPORATION OF FLORIDA, INC., a Florida corporation, on behalf of the corporation.

  
\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 10, 1983  
BONDED THROUGH MUROSKI-ASHTON, INC.



**RECORDED & RECORD VERIFIED**  
  
County Comptroller, Orange Co., FL

OR3800 PG1220