

Florida
Rec Fee
Doc Tax
Int Tax
Total

Paid 37.00
By THOMAS H. LOCKER,
Orange County
Comptroller
Deputy Clerk

2759689 ORANGE CO. FL.
01:54:40PM 05/06/87

OR3884 PG2076

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth by The Jones Company, a Missouri Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

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

Manors at Butler Bay, Phases I and II, as developed on the real property described on Exhibit "A" attached to this Declaration.

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

ARTICLE I

DEFINITIONS

Section 1. "Homeowners Association" shall mean and refer to THE MANORS at BUTLER BAY ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to The Manors at Butler Bay, Phases I and II.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Homeowners Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties with the exception of the Common Area.

Section 6. "Designated Tract" shall mean the area designated on the plat of the Properties as Tracts "B", "C", "D", "E" and "F".

Section 7. "Declarant" shall mean and refer to The Jones Company, a Missouri corporation, and also its successors and assigns if such successor or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area and in and to the Designated Tracts which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Homeowners Association to charge reasonable admission and other fees for the use of any recreational

This instrument was prepared by: Larry W. Toler
The Jones Company Suite 1196
370 Whoooping Loop
Altamonte Springs, FL 32701

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facility situated upon the Common Area,

(b) The right of the Homeowners Association to suspend the voting rights and right to the use of 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 and

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

Section 2. Owner's Use of Lot. Use of Lots shall be limited to residential purposes.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

Section 2. The Homeowners 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 owner. 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, 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 six (6) 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, 1992.

ARTICLE IV

COVENANTS 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 thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners 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 continuing lien upon the property against which each such assessment is made; provided, however, no such assessment shall be a lien on the land until such lien is recorded in the public records of Orange

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County, Florida. Each such assessment, together with interest, costs and reasonable attorneys' 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 Homeowners Association shall be used exclusively, except as hereinafter provided in Section 11., 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 Designated Tracts, except for Tracts E and F, conservation areas whose development rights are dedicated to Orange County, Florida.

Section 3. Assessment Allocation. Assessments shall be levied as to each Lot on the basis of the class of membership as hereinafter set forth. The assessment for the Class B membership for any vacant Lot or any Lot superimposed with an unoccupied, unsold living unit structure shall be twenty-five percent (25%) of the annual assessment for a Class A member.

Section 4. Maximum Annual Assessment. Until January 1, 1989 the maximum annual assessment by the Homeowners Association for each Lot shall be Two Hundred Dollars (\$200.00) per lot. From and after January 1, 1989, the maximum annual assessment of the Homeowners Association may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the Class A members who are voting in person or by proxy, at a meeting of the Homeowners Association duly called for this purpose. The Board of Directors may fix the annual assessments at any amount not to exceed the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Homeowners 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 been approved by two-thirds (2/3) of each class of members who are voting in person or by proxy at a Homeowners Association meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4. or 5. shall be sent to all members of the Homeowners Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or of proxies of each class entitled to cast sixty percent (60%) of all the votes of each class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots within each class of membership and may be collected on a monthly, quarterly, or annual basis.

Section 8. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein as to the Homeowners Association shall commence as to all Lots on the first day of the month following the conveyance to the Homeowners Association of the Common Area, or on the first day of the month following the conveyance to the Homeowners Association of the Designated Tracts, whichever occurs first. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Homeowners Association 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 of the Homeowners Association. The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of that association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Homeowners Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Homeowners Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by Florida Law. The Homeowners Association may bring an action at law 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 of the Designated Tracts, as the case may be, or abandonment of his Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to a reasonable attorney's fee, including attorneys' fees for appellate proceedings.

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

Section 11. Lot and Exterior Maintenance. In the event an Owner of any Lot in the Properties shall fail to maintain his Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Homeowners Association, after approval by two-thirds (2/3) vote of the Board of Directors and thirty (30) days' written notice to the Owner, shall have the right, through its agents and employees, to enter upon said parcel and to repair, clear, trim, maintain, and restore the Lot 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 is subject, which shall be due and payable thirty (30) days from the date said assessment is made.

ARTICLE V

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 therein be made until the plans and specifications showing the nature, kind, shape, height, materials, 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 Homeowners Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Prohibition. No dwelling, dwelling house, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration,

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and all such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Board.

Section 2. Only Residential Purposes. No Lot shall be used in whole or in part for anything other than residential purposes, except for model residential dwelling units which may be maintained by the builder or developer only for purposes of the sale of residential dwellings. Except for the model residential dwelling units, no trade, traffic or business of any kind, whether professional, commercial, industrial or manufacturing or other non-residential use shall be engaged in or carried on upon the Properties, or any part thereof, nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the Properties or adjacent Properties.

Section 3. Single-Family Residential Use. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling and appurtenant out buildings or structures as may be suitable and necessary for the purpose for which said Lot is permitted to be used. This section shall not prohibit model residential dwelling units as allowed in Section 2.

Section 4. Subdivision. No Lot shall be subdivided or split by any means whatsoever into any greater number of residential plots nor into any residential plot or plots of smaller size without the express written consent of the Homeowners Association's Board of Directors.

Section 5. Occupancy Before Completion. No building or structure upon the Properties shall be occupied until the same is approved for occupancy by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants.

Section 6. Distance Between Dwellings. The distance between dwellings shall be a minimum of thirty (30) feet.

Section 7. Maintenance and Repair. All dwellings, structures, buildings, out buildings, walls, driveways and fences placed or maintained on the Properties or any portion thereof shall at all times be maintained in good condition and repair.

Section 8. Completion of Construction. All exterior construction and paint and stain finishing for which plans and specifications are required herein to be submitted to the Homeowners Association's Board of Directors for approval shall be completed within six (6) months from the date of approval for said approval to remain in force and effect, unless said Board shall grant a greater period of time to complete said construction or shall grant an extension of said six-month period.

Section 9. No Temporary Buildings. No tent, shack, trailer, house trailer, basement, garage, or other out buildings shall at any time be used on any Lot as a residence temporarily or permanently and no building or dwelling of a temporary character shall be permitted, except as follows: Buildings necessary for construction or sales taking place on the Properties and not intended to be used for living accommodations may be erected and maintained on the property only during the course of construction and sales.

Section 10. Ground Maintenance.

(a) Grass, hedges, shrubs, vines and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Properties in the vicinity thereof or to the occupants of any such property in such vicinity.

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(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used within three (3) months after the construction of buildings or structures upon the Lot on which the material is stored.

Section 11. Fences, Walls, Hedges, Mass Planting of any Type.

(a) No fence, wall, hedge, or mass planting of any type exceeding a height of six (6) feet above the finished graded surface of the ground upon which it is located, shall be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Homeowners Association's Board of Directors.

(b) No hedge or mass planting of any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the Homeowners Association's Board of Directors.

Section 12. Animals, Birds and Fowl. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. In the event of dispute as to the reasonability of the number of such cats, dogs or household pets kept upon the Properties, the decision and opinion of the Homeowners Association's Board of Directors shall control.

Section 13. Laundry. No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.

Section 14. Exterior Light Fixtures. No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents of adjacent properties.

Section 15. Boat and Vehicle Storage. No automobile, truck, trailer, boat trailer, or other vehicle, and no boat of any kind shall be parked, left, or stored upon any Lot which is a nuisance or eyesore to the community. Whether such vehicles are a nuisance or eyesore shall be the sole determination of the Homeowners Association's Board of Directors. As a guideline, no trucks larger than a pickup truck shall be permitted to be parked in the residential house area of the Properties for a period of more than four (4) hours unless the same is present and necessary in the actual construction or repair of buildings on the land. No vehicle of any type shall be permitted in the Properties unless the same has a current license tag in accordance with the laws of the State of Florida. No junk or abandoned vehicles of any type shall be permitted in the Properties. Vehicles shall include, without limitation, motorcycles.

Section 16. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. It is important that the banks, swales, and berms constituting a part of the lakes, swales and drainage canals located within the Properties remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales and banks lie within a Lot, the Owner of that lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale,

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drainage canal or other portion of said lake, drainage canal or system which adjoins said Owner's Lot.

Section 17. Excavations. No excavations for stone, gravel, and dirt or earth shall be made on any portion of the Properties; except for the construction of dwellings, walls, foundations, structures and other appurtenances, plans and specifications for which excavations have been approved by the Homeowners Association's Board of Directors. Excavations may be made for swimming pools and landscaping without said Board approval, subject to this Declaration of Covenants.

Section 18. Signs. Except for Declarant's signs and as otherwise permitted by the Homeowners Association's Board of Directors, no sign of any character shall be displayed or placed upon any Lot or living unit except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed six (6) square feet in size, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot or living unit.

Section 19. Refuse. No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. Trash containers must be tied or closed at all times and kept from view by the public or residents within the vicinity. Said containers shall not be placed at streetside for removal of refuse prior to the evening before the announced pickup time. Said containers must be returned to the utility yard or enclosure within eight (8) hours after announced pickup time.

Section 20. Nuisances. No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 21. Preservation and Maintenance of Slopes, Banks and Swales. No person shall reconstruct, damage or destroy, open, reduce, remove, alter, modify or install anything or improvement within, over or upon any bank, slope or swale without first obtaining written approval from the Homeowners Association's Board of Directors. No construction or excavation in the proximity of any canal, bank, slope or swale, shall be permitted which, in the opinion of the particular Board of Directors, would impair the stability of the slopes in said area.

Section 22. Open Burning.

(a) Open burning of wooden materials or vegetation generated by a land clearing operation or the demolition of a structure is allowed if said open burning takes place fifty (50) yards or more from any occupied building or public highway and is performed between 6:00 A.M. and one (1) hour before sunset, or at other times when the approval of the proper governmental officials has been received.

(b) Open burning to reduce solid waste on occupied residential premises is not permitted.

Section 23. Swimming Pools. Swimming Pools may be constructed on any lot provided that access to them from outside the Lot is controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Board.

Section 24. Preservation of Existing Trees. No existing tree greater than six (6) inches caliper, measured four and one-half (4½) feet above the ground, shall be removed from any Lot for any reason except disease or unless said tree directly interferes with the erecting or placing of the living unit and approved improvements on said Lot.

Section 25. Right to Inspect. The Homeowners Association's Board of Directors may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance,

construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Homeowners 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 Homeowners 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. In any action for enforcement brought hereunder, the prevailing party shall be entitled to a reasonable attorneys fee including attorneys' fees through appellate proceedings.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in nowise affect any other provisions 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 percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less seventy-five percent (75%) of the Lot Owners. Notwithstanding the foregoing, this Declaration may be amended prior to January 1, 1992 by the Declarant so long as the Declarant is entitled to at least fifty percent (50%) of the votes. Any amendment must be recorded.

Section 4. Encroachments. In the event that any residential dwelling shall encroach upon any of the Common Area, Designated Tracts or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area or Designated Tract shall encroach upon any Lot, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 24th day of March, 1987.

Signed, sealed and delivered The Jones Company in the presence of:

Bernice M. Pascher
Jammy Kendall

By: Larry W. Toler
Vice President "DECLARANT"

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STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me personally appeared Larry W. Toler, Vice President of The Jones Company, a Missouri corporation, to me known to be the individual and officer described in and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized and that the official seal of said corporation is duly affixed thereto, and the same is the free act of said corporations.

WITNESS my hand and official seal this 24th day of March, 1987

Notary Public, State of Florida at Large
My Commission Expires June 26, 1990
Bonded thru Huckleberry, Sibley &
My Harvey Insurance and Bonds, Inc.

Bernice M. Pascher
Notary Public
STATE OF FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN SECTIONS 6 AND 7, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AND INCLUDING PORTIONS OF THE REPLAT OF METCALF PARK, AS RECORDED IN PLAT BOOK "Q", PAGE 18, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT "A", HOMEOWNERS RECREATION AREA, BUTLER BAY - UNIT ONE, AS RECORDED IN PLAT BOOK 11, PAGES 92, 93 AND 94, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING A POINT ON THE NORTHERLY RIGHT OF WAY OF PARK AVENUE AS IT NOW EXISTS; THENCE RUN $N30^{\circ}41'40''W$ ALONG THE EASTERLY LINE OF SAID TRACT "A" 395.90 FEET TO THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE $N87^{\circ}54'26''W$ ALONG THE NORTHERLY LINE OF SAID TRACT "A" 308.39 FEET; THENCE $N02^{\circ}51'17''E$ 655.01 FEET TO A POINT LYING $N88^{\circ}15'00''W$ 656.98 FEET FROM THE SOUTH $\frac{1}{4}$ CORNER OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE $N01^{\circ}11'12''E$ 1300.86 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WINDERMERE ROAD; THENCE RUN ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: $S88^{\circ}38'04''E$ 44.92 FEET; THENCE $S87^{\circ}42'31''E$ 519.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 673.31 FEET AND A CENTRAL ANGLE OF $07^{\circ}56'11''$; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE 93.26 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 849.98 FEET AND A CENTRAL ANGLE OF $07^{\circ}54'00''$; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE 117.20 FEET TO THE POINT OF TANGENCY; THENCE $S87^{\circ}40'20''E$ A DISTANCE OF 2069.11 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE SEABOARD COASTLINE RAILROAD; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY OF WINDERMERE ROAD RUN $S10^{\circ}27'59''W$ ALONG SAID WESTERLY RIGHT OF WAY 519.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1490.98 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY 85.07 FEET THROUGH A CENTRAL ANGLE OF $03^{\circ}16'09''$ TO THE NORTHEAST CORNER OF AN ORANGE COUNTY, FLORIDA SCHOOL BOARD PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 1708, PAGES 267 AND 268, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG SAID SCHOOL BOARD PROPERTY THE FOLLOWING COURSES AND DISTANCES: $N87^{\circ}11'23''W$ 570.56 FEET (570 FEET MORE OR LESS PER DEED); THENCE $S34^{\circ}48'40''W$ 400.00 FEET; THENCE $S18^{\circ}40'17''E$ 810.35 FEET TO THE SOUTHWEST CORNER OF SAID SCHOOL BOARD PROPERTY, ALSO BEING A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY OF PARK AVENUE AS IT NOW EXISTS; THENCE LEAVING SAID SCHOOL BOARD PROPERTY RUN ALONG SAID NORTHERLY RIGHT OF WAY OF PARK AVENUE THE FOLLOWING COURSES AND DISTANCES: $S60^{\circ}38'17''W$ 270.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 257.52 FEET AND A CENTRAL ANGLE OF $41^{\circ}44'33''$; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE 187.61 FEET TO THE POINT OF TANGENCY; THENCE $N77^{\circ}37'10''W$ 207.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 853.51 FEET AND A CENTRAL ANGLE OF $43^{\circ}04'30''$; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 641.67 FEET TO THE POINT OF TANGENCY; THENCE $S59^{\circ}18'20''W$ 586.44 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 103.556 ACRES, MORE OR LESS.

OR 3884 PG 2084

RECORDED & RECORD VERIFIED
Thomas H. Laska
 County Comptroller, Orange Co. FL

AMENDED and RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (herein "Amended and Restated Declaration") made this 9th day of February, 1988 by J. E. JONES CONSTRUCTION COMPANY, a Missouri Corporation (herein "Declarant").

2947231 ORANGE CO. FL.
02:39:20PM 02/18/88

RECITALS:

OR3958 PG3606

A. The Jones Company executed that certain Declaration of Covenants, Conditions and Restrictions (herein "Declaration") recorded May 6, 1987 in Official Records Book 3884, page 2076 of the Public Records of Orange County, Florida.

B. The Declarant reserved the right to amend the Declaration so long as it was entitled to 50% of the votes and is so desirous of amending certain of the provisions thereof.

C. The Jones Company is a fictitious name under which the Declarant does business and is not a corporate entity.

D. The Declarant desires to amend and restate the Declaration.

Now therefore, in consideration of the premises and of other good valuable and sufficient considerations the Declaration is amended and restated as follows:

1. The above Recitals are hereby incorporated herein verbatim by reference.

2. The Declaration is amended by deleting the name "The Jones Company," and in its place and stead inserting "J. E. Jones Construction Company."

3. That Article VII Section 3. shall be amended by deleting the words "ninety percent (90%)" therefrom and by substituting in its place and stead "seventy five percent (75%)."

4. That the following amendments to the Declaration are hereby made:

(a) That the third and fourth lines of the first Whereas Clause on page 1 of the Declaration are deleted and the following inserted in its place and stead:

"Manors at Butler Bay, Phase I as recorded in Plat Book 19, pages 90 and 91 and Phase II as recorded in Plat Book 21 pages 28, 29 and 30 all of the Public Records of Orange County Florida.

(b) That Section 6 of Article I is hereby deleted and the following placed in its stead:

"Section 6. "Designated Tract" shall mean the areas designated on the Plat of Phase I as Tracts "B", "C", "D" and "E" and "F" and the areas designated on the Plat of Phase II as Tracts "A", "C", "D" and "E".

RETURN TO CLERKS OFFICE - O.C.C. - 5TH FLOOR, CO. ADMIN. BUILDING - ROY

Rec Fee \$ 9.00 THOMAS H. LOCKER,
Add Rec \$ 1.50 Orange County
Doc Tax \$ — Comptroller
Int Tax \$ — By RLK 1
Total \$ 10.50 Deputy Clerk

1050

(c) That Section 2 of Article IV is hereby deleted substituting in its place and stead the following:

"Section 2". Purpose of Assessments. The assessments levied by the Homeowners Association shall be used exclusively, except as hereinafter provided in Section 11., to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Areas, and Designated Tracts, except for Tracts E and F, of Phase I which are conservation areas whose development rights are dedicated to Orange County, Florida and except for Tract A and B of Phase II which are dedicated as shown by the Plat for Phase II."

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5. That all of the other terms and conditions thereof other than changed herein shall remain the same and all terms and conditions of the Articles and Bylaws as defined therein shall be changed to conform to this Amended and Restated Declaration.

6. That the Declaration is (as amended hereby) hereby restated and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name by its duly authorized officer the day and year set forth above.

Signed, sealed and delivered in the presence of:

J. E. JONES CONSTRUCTION COMPANY, a Missouri Corporation

Robbie Starfield
Jessie Napier

By: *Larry W. Toler*
LARRY W. TOLER,
Vice President and
Assistant Secretary

STATE OF FLORIDA
CITY OF ORANGE

The foregoing instrument was acknowledged before me, this 9th day of February, 1988 by LARRY W. TOLER, as Vice President and Assistant Secretary of J. E. JONES CONSTRUCTION COMPANY, a Missouri Corporation on behalf of said corporation.

RECORDED & RECORD VERIFIED
Thomas H. Locke
County Comptroller, Orange Co., FL

Jessie J. Napier
Notary Public, State of Florida
Notary Public, State of Florida
My Commission Expires Jan. 22, 1989
Bonded Thru Froy Rain - Insurance, Inc.

THIS INSTRUMENT WAS PREPARED BY
~~AND SHOULD BE RETURNED TO:~~

Larry W. Toler
J.E. JONES CONSTRUCTION COMPANY
370 Whooping Loop
Suite 1196
Altamonte Springs, Fl. 32701

OR3958 PG3607