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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
MARINERS' VILLAGE

THIS DECLARATION made this 20th day of June, 1985,
by FLETCHER LAND CORPORATION, a Florida corporation (hereinafter
sometimes called "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property
in Orange County, Florida, which is more particularly described
on Exhibit "A" attached hereto and made a part hereof (the
"Property") and intends to develop the Property as a Planned
Development to be known as MARINERS' VILLAGE (hereinafter ref-
erred to as "Mariners' Village"); and

WHEREAS, Developer desires to subject the Property to certain
mutual and beneficial restrictions, covenants, terms, conditions
and limitations (hereinafter for convenience sometimes referred
to collectively as "Covenants") for the benefit of such Property
and any owners of all or part thereof.

NOW, THEREFORE, Developer does hereby proclaim, publish and
declare that the Property shall be held, conveyed, hypothecated or
encumbered, rented, used, occupied and improved subject to the
Covenants which shall run with the land and shall be binding upon
Developer and upon all parties having or acquiring any right, title
or interest in and to the Property or any portion thereof.

ARTICLE I

DEFINITIONS

SECTION 1. The following words when used in these Covenants
or any Supplemental Covenants (unless the context shall prohibit),
shall have the following meanings:

(a) "Association" shall mean and refer to Mariners'
Village Master Property Owner's Association, a non-profit
corporation organized pursuant to Chapter 617 of the
Florida Statutes, and its successor or assigns; or, upon
merger or consolidation with another corporation or corp-
orations, the corporation surviving such merger or resulting
from such consolidation.

(b) "Property" shall mean and refer to the Plat of
Mariners' Village, as recorded in Plat Book 15, Pages
98-99, Public Records of Orange County, Florida.

(c) "Common Property" or "Common Properties" shall
mean and refer to the following properties or interests
therein located within the Plat of Mariners' Village, said
Plat consisting of Tracts A, B, C, D, E, F, G, H-1, H-2 and
J, according to the Plat of Mariners' Village as recorded
in Plat Book 15, Pages 98-99, Public Records of Orange
County, Florida, said Tracts being hereinafter referred to
by their letter of designation, without reference to the
Plat:

BRADFORD & FLETCHER
P.O. BOX 375 ORLANDO, FLA. 32802

BRADFORD & FLETCHER
ATTORNEYS AT LAW

THIS INSTRUMENT WAS PREPARED BY:
RICHARD L. FLETCHER, JR.
BRADFORD & FLETCHER
ORLANDO, FLORIDA 32802

80 EAST LIVINGSTON STREET
ORLANDO, FLORIDA 32801

1. Buffer, Utilities and Drainage Easement located within Tracts E and H-2. (Said easement being approximately 100' in width)

2. Utility and Drainage Easement located within the southeast portion of Tract H-2.

3. Utility and Drainage Easement located within the southwesterly portion of Tract B.

4. Thirty (30) foot drainage easement located approximately along the East 30' of the North 438.40 feet of Tract H-1.

5. Tract J located at the northwesterly corner of Tract G, which Tract shall serve as a lift station site.

6. Ten (10) foot by thirty-five (35) foot Utility and Drainage Easement located at the northeasterly corner of Tract F.

7. Median strip and adjacent parkways of Michigan Avenue from South Conway Road to the easterly boundary of the Property.

8. The parkway along the westerly line of the Fredrica Drive extension to the southerly boundary of the Orlando Utilities Commission Parcel.

9. Mariners' Village project identification easements to be located at the northwesterly corner of Tract A and the northeasterly corner of Tract H-1. These easements shall be specifically delineated by grant of easement from the Developer to the Association (hereinafter sometimes referred to as "Project Identification Easements") and shall be described as follows: (subject to relocation within Tracts A and H-1 with the consent of the Association and the affected Tract Owner (A or H-1), provided the area of such easement shall not be diminished).

(a) Within Tract A: The North 50' of the West 50' thereof;

(b) Within Tract H-1: The West 50' of the East 110' of the North 50' thereof.

10. Twenty foot (20') drainage and utility easement (and entrance islands to be constructed therein) between Tracts B and E as shown on the Plat.

(d) "Tract" shall mean and refer to those certain Tracts or Parcels designated as A, B, C, D, E, F, G, H-1 and H-2 on the Plat of Mariners' Village.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Tract; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article VI, Section 6.1 below.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located

in Orange County, Florida and is more particularly described as follows, to-wit:

MARINERS' VILLAGE, according to the plat thereof as recorded in Plat Book 15, Pages 98199.
Public Records of Orange County, Florida.

ARTICLE III

MUTUALITY OF BENEFIT AND OBLIGATION

The Covenants are made for the mutual and reciprocal benefit of each and every Tract and are intended to create mutual equitable servitudes upon each of said Tracts in favor of the other such Tracts; to create reciprocal rights between the respective owners of said Tracts; and to create privity of contract and estate between the grantees of said Tracts, their heirs, successors and assigns.

ARTICLE IV

COMMON PROPERTY

The Common Property described in Section 1.1 (c) above has been so designated for common maintenance by the Association either because such easements or Tract serve the common good of the Mariners' Village Development or because such easements or Tract were required by the City of Orlando in order to obtain the requisite Planned Development zoning. As such, such areas are declared the common maintenance responsibility of all Tract owners within Mariners' Village. The following shall delineate the nature of the Common Property and/or the rights of the Owners with respect thereto:

SECTION 4.1 Buffer, Utility and Drainage Easement: The Buffer, Utility and Drainage Easements (being approximately 100' in width) lying within Tracts E and H-2 shall be for the following purposes:

To provide a buffer area between the Mariners' Village Development and the Dover Estates Subdivision to the North, it being intended that no structures (other than drainage facilities) shall be constructed within said easement areas. In no event shall the designation of the easement as a "buffer" area be deemed to grant unto the Owners of Tracts other than E and H-2 any right of recreational use thereof. Further, the Owners of the underlying fee title to said easement areas shall be entitled to utilize said areas for drainage of their respective parcels provided that any drainage facilities to be constructed thereon shall be first approved in writing by the Developer and shall be the sole maintenance responsibility of the respective Tract Owner. Finally, said easements shall be for the additional purpose of providing utility easements and drainage from Michigan Avenue or from any other Tract approved by the Association.

SECTION 4.2 Lift Station Site: Tract J is a lift station site and shall be conveyed by Developer to Association.

SECTION 4.3 Project Identification Easements: The Project Identification Easements described in Section 1.1(c)(9) shall be landscaped by Developer and Mariners' Village identification signage and landscaping shall be constructed thereon by Developer at its cost and expense. Maintenance thereof, including landscaping, lighting, irrigation, if any, and other maintenance expenses shall be the responsibility of the Association.

SECTION 4.4 Utility and Drainage Easements within Tracts B and H-2: The Utility and Drainage Easements located on the Plat within Tracts B and H-2 are for the benefit of the entire Mariners' Village Development; provided, however, the respective Owners of

Tracts B and H-2 may reconfigure said easements with the written consent of the Association. In order to accomplish such reconfiguration, the respective Tract Owners shall submit appropriate revised drainage plans for the development of their respective Tracts to the Association for its written approval. Upon receipt of such approval, said Tract Owners shall thereupon submit the appropriate documentation to the City of Orlando for abandonment of the existing easement within the respective Tracts and dedication of the proposed revised easement area. However, in the event of such reconfiguration, the maintenance responsibility of such easement area shall, at the option of the Association, become the sole responsibility of the respective Tract Owner or such responsibility shall be apportioned equitably, said apportionment to be determined in the sole discretion of the Association. Once responsibility has been apportioned, no changes therein shall be made without mutual consent of the Association and Owner.

SECTION 4.5 Median Strips and Adjacent Parkways: The median strips and adjacent parkways described in Section 1.1(c) 7 and 8 are within publicly dedicated rights of way. The maintenance of these areas is the primary responsibility of the City of Orlando; provided, however, in order to maintain the high quality of the Mariners' Village Development and assure first class maintenance of such areas, these areas shall be maintained by the Association unless otherwise determined by a vote of 80% of the Members of the Association at a meeting duly called for such purpose.

SECTION 4.6 Other Drainage or Utility Easements Shown on the Plat but not Described on Section 1.1(c): Such drainage and/or utility easements shall be maintained by the Owner of the respective parcel within such easement exists unless the maintenance thereof shall be the responsibility of the Orlando Utilities Commission or other grantee thereof, or unless such responsibility shall be assured by the Association by written assumption agreement.

ARTICLE V

COVENANT FOR ASSESSMENTS

SECTION 5.1 Creation of Lien for Assessments: All Tracts shall be subject to a continuing lien for assessments levied by the Association in accordance with the provisions of the Covenants. The annual assessments and charges, and, when properly authorized in accordance with Section 5.4 (c), special assessments for capital improvements, together with interest thereon and the costs of collection thereof (including reasonable attorneys' fees) as hereinafter provided, shall be a charge on and shall be a continuing lien upon the Tracts against which each such assessment or charge is made. All Tracts shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all the terms and provisions of the Covenants applicable to Tracts, including, but not limited to, the continuing lien herein described.

SECTION 5.2 Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting Mariners' Village and maintaining the Common Properties including, but not limited to:

(a) Payment of operating expenses of the Association;

(b) Maintenance, improvement and operation of the Common Properties, including, but not limited to, maintenance and replacement of landscaping, payment of insurance premiums, maintenance of street lighting, sign lighting, irrigation equipment, fire hydrants, overall storm water and drainage system, waste water pump stations, street lighting and sign lighting;

(c) Payment of all property taxes and insurance premiums upon the Common Properties or any replacements or additions thereto;

(d) Operation and maintenance of the package sewer treatment facility described in the Developer's Agreement recorded in Official Records Book 3609, Page 1633, Public Records of Orange County, Florida;

(e) Establishing a maintenance and repair reserve account for all Common Properties;

(f) Doing all and any other thing necessary or desirable in the judgment of the Board of Directors of the Master Association to keep the Mariners' Village Development neat and attractive or to preserve or enhance the value of the Tracts therein, or to eliminate fire, health or safety hazards.

SECTION 5.3 Apportionment of Assessments to Tracts: Any assessment, duly assessed by the Association, shall be borne by each Tract Owner in the following percentages:

<u>TRACT</u>	<u>PERCENTAGE</u>
A	11.52%
B	9.02%
C	16.26%
D	9.96%
E	13.07%
F	8.38%
G	22.54%
H-1	5.87%
H-2	3.38%
J	0%

SECTION 5.4 Original, Annual and Special Assessments:

(a) Original Assessment: The original assessment shall be the sum of Three Thousand (\$3,000.00) Dollars per Tract to be paid to the Association by each Purchaser at the time of closing of the purchase of the Tract.

(b) Annual Assessment: The Association shall determine on January 1st of each year the annual assessment for the current year, shall levy the annual assessment against each Tract responsible for the payment of the same, and as soon as practicable, shall notify the Member owning or representing the ownership of each Tract of the amount and the date on which the assessment shall be due. The Association shall establish the annual assessments, the date on which the same shall be paid, including whether payable in advance, monthly, semi-annually, or in such other instalments as it deems appropriate. Where there is a condominium association or subdivision association representing any group of owners, the Association may, at its option, collect the assessment payable by each Tract from the Association to which such Owners belong instead of collecting the same from the Owners individually. The Association shall, for a reasonable administrative charge not exceeding \$10.00, on written request of any Owner or Member or their mortgagee, furnish a certificate signed by an officer or duly authorized agent, setting forth the assessments levied against the Tract and whether the same have been paid.

(c) Special Assessments:

(1) For General Purposes: In addition to the original and annual assessments, the Association may levy in any

assessment year a special assessment, applicable to that year. Said assessment shall be levied by the Association for any major repair or replacement of a capital improvement and shall not exceed the sum of Two Thousand (\$2,000.00) Dollars per Tract.

(2) For Special Purposes: In addition to the original and annual assessments and in addition to the special assessment for general purposes, the Association may, upon the vote of sixty percent (60%) of the members (including the Class A Members), levy a special assessment for special purposes. Said special purposes shall be so designated in the notice of the meeting of the members at which said special assessment shall be presented to the membership for a vote.

SECTION 5.6 Subordination of Lien to Mortgages: A lien of any assessment or charge authorized in these Covenants with respect to any Tract is hereby made subordinate to the lien of any mortgage made by a generally recognized institutional lender (which term shall include the lien of the Mortgage to Pine Acres, Inc. dated and recorded June 27, 1984 in O.R. Book 3522, Page 2717, Public Records of Orange County, Florida) on such Tracts, or any portion of said Tract (including individual subdivision lots, condominium units, patio homes, etc.) so long as all assessments and charges levied against said Tract falling due on or prior to the date such mortgage is recorded have been paid. The sale or transfer of any Tract or portion thereof pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure.

SECTION 5.7 Effect of Non-payment of Assessments; Remedies of the Association: Any assessment not paid within thirty (30) days after the due date, as established by the Association, shall bear interest from the due date at the highest rate allowed by law. The Association may bring an action to foreclose the lien against the affected Tract or portion thereof or may commence collection proceedings personally against the delinquent Owner or both. No Owner may waive or otherwise escape liability for the assessments by sale or abandonment of the Tract owned by him.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

SECTION 6.1 Every Owner of a Tract (except Tract J) shall, by virtue of such ownership, be entitled to designate one (1) member of the Association. In the event a Tract shall be owned by more than one person or by more than one entity, or by a combination of these, then such persons or entities (in a manner determined by them) shall designate their common representative to be the Member representing said Tract; provided, however, in the event a condominium association, subdivision association or other property owner's association shall be formed with respect to an entire Tract, then within ninety (90) days subsequent to activation of such Association, a representative shall be duly designated by such Association as the Member to represent such Tract. Membership shall be appurtenant to and may not be separate from the ownership of a Tract.

SECTION 6.2 Classes of Membership:

(a) The Class A Members shall be all persons or entities owning Tracts and designated as described in Section 6.1 above.

(b) The Class B Member shall be the Developer.

The Class B membership shall terminate when (a) the Class B Member so designates in writing delivered to the Association, (b) on June 1, 1992, or (c) the date when the Class B Member owns no unimproved property (i.e. property upon which no certificate of occupancy has been issued), which ever shall first occur.

SECTION 6.3 Voting Rights: When entitled to vote, each Tract shall be entitled to one vote.

SECTION 6.4 Class B to Have Sole Voting Privileges: Until such time as the Class B membership terminates, the Class B Member shall be vested with the sole voting rights in the Association, and the Class A membership shall have no voting rights except on such matters as to which the Covenants, Articles of Incorporation, or the By-laws of the Association specifically require a vote of the Class A Members.

ARTICLE VII

ARCHITECTURAL CONTROL

SECTION 7.1 Other than the improvements constructed upon the Property by the Developer, no structure or improvement, including without limitation, landscaping and landscaping devices, buildings, fences, walls, swimming pools, boathouses, docks, aerials, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any portion of the Property nor shall any addition to or change or alteration therein be made until the plans, specifications and locations of the same shall have been SUBMITTED TO AND APPROVED IN WRITING, as to harmony of external design, location in relation to surrounding structures and topography, by the Architectural Review Committee (ARC) established by the Board of Directors of the Association. The approval or disapproval of the ARC shall be dispositive and shall take precedence over the approval, if any, of any property owner's association for the area in which any such portion of the Property is located; provided, however, the ARC may by certificate in recordable form delivered to the Property Owner's Association for a specific Tract within Mariners' Village decline to exercise such architectural control and specifically cede all or part of such control to the particular Property Owner's Association with respect to improvements to be constructed in such Tract.

SECTION 7.2 Procedures: Upon receipt of two sets of the plans, specifications and locations described in Section 7.1 above, the ARC shall, within thirty (30) days thereafter, either approve or disapprove any such preliminary plans. Failure by the ARC to deliver written notice disapproving said preliminary plans shall be deemed approval by the ARC.

SECTION 7.3 Theme: Mariners' Village is planned as a high quality mixed-use development which will provide a variety of housing opportunities, carefully designed private open space and recreation, and distinctive shopping and office facilities. Landscaping of each Tract shall be required in order to create an effective landscape theme which is essential for the general continuity and ultimate livability of Mariners' Village. It is intended that such theme shall include buffers, screens, berms and

street trees and will utilize the existing vegetation, lake and ponds on site to the fullest advantage in order to create focal points and enhance natural and manmade vistas, provide shade for parking areas and enhance views from both residences and offices. This "theme" shall be further re-enforced by architecture, signage and lighting requirements throughout the Mariners' Village Development. Further, each Tract shall be identified by signage on which the words "at Mariners' Village" are prominently displayed. For example, the development upon a Tract might be designated as "the Anchor at Mariners' Village."

ARTICLE VIII

PACKAGE SEWER TREATMENT FACILITY

Developer is constructing a temporary package sewer treatment facility upon Parcel H-1, with potential for expansion upon a portion of Parcel G. Such facility shall serve the sewage disposal needs of Mariners' Village until capacity is available from the City of Orlando and connection to such system is completed. It is anticipated that such connection will take place within calendar year 1987. Upon completion of such package sewer treatment facility and upon obtaining all permits for operation thereof, such facilities shall be leased to the Association for a base rental of One Hundred Twenty (\$120.00) Dollars per year. In such lease, Developer shall hold and save the Association harmless from and shall reimburse the Association for any operational shortfall; further, any operational profit from plant operations shall be paid to Developer as additional rental upon termination of the lease as herein provided. The Association shall maintain and operate the facility until such time as the facility will be connected to the City's sewer system at which time the lease shall terminate in its entirety and Developer shall dismantle the facility at its sole cost and remove the same from the Property within ninety (90) days after such connection. During the term of the lease, the Association shall charge monthly charges to the respective users at a rate equal to the rate then in effect and being charged by the City of Orlando or the Orlando Utilities Commission.

ARTICLE IX

USE RESTRICTIONS

SECTION 9.1 Nuisances: Nothing shall be done on any portion of the Property which may become an annoyance or nuisance to the Owners of the Property or adjacent properties. In the event of any question as to what may be or may become a nuisance, such question may be submitted to the Association for a decision in writing, which decision shall be final and shall prevail over any decision rendered by the directors of any condominium or other property owner's association as to such question.

No weeds, underbrush or other unsightly growth shall be allowed to grow or remain upon any of the Property and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon; and, in the event the Owners thereof shall fail or refuse to keep the property free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon the Property and remove same at the expense the Owner and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in 'walled-in' areas so that they may not be visible from the adjoining properties.

SECTION 9.2 Temporary Structures: No temporary buildings nor any tents, trailers, vans, shacks, tanks or temporary or

accessory buildings or structures shall be erected or permitted to remain on any of the Property without the prior written consent of the Developer or the Association.

SECTION 9.3 Drainage: No changes in elevation of any Tract shall be made which will cause undue hardship to any adjoining Tract with respect to natural run off of storm water or which shall result in any alteration of the drainage system for the Property and the land adjacent to or near the Property, or which in the sole opinion of the Developer, shall in any way affect the drainage system for the benefit of the Property and lands adjacent to the Property without the prior written consent of the Developer.

SECTION 9.4 Trees: No tree or shrub, the trunk of which exceeds six (6) inches in diameter, at two feet above natural grade, shall be cut down, destroyed or removed from the Property without the prior express written consent of the Association.

SECTION 9.5 Animals: All animals shall be kept under control by the Owner and leashed when upon the Property. Animals shall be kept for the pleasure of Owners only and not for any commercial breeding use or purposes. If, in the discretion of the Association, any animals shall become dangerous or an annoyance or nuisance to other Owners or destructive of wildlife or property, they may not thereafter be kept upon the Property.

SECTION 9.6 Restrictions, Covenants Running with the Property: The agreements, covenants and conditions set forth in this Article shall constitute an easement and servitude upon the Property and every part thereof, and shall run with the Property and shall inure to the benefit of and be enforceable by the Developer and/or the Association and/or the Owners and failure to enforce any restrictions, covenants, conditions, obligations reservations, rights, powers or charges hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to such breach or violation occurring prior or subsequent thereto. Failure to enforce such violation shall not, however, give rise to any liability on the part of the Developer and/or the Association with respect to parties aggrieved by such failure.

SECTION 9.7 Remedies for Violation: Violation or breach of any condition, restriction or covenant contained in this Article shall give the Developer and/or the Master Association and/or Owners in addition to all other remedies the right to proceed at law or in equity to compel compliance with the terms of such conditions, restrictions or covenants and to prevent the violation or breach of any of them and the expense of such litigation shall be borne by the then violating Owner or Owners of the Property, provided such proceedings result in a finding that such Owner was in violation of these restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Developer and/or Association in seeking such enforcement and all costs of such enforcement action shall constitute part of the annual assessment against such Owner and be enforceable as a lien upon the Property of such Owner. The invalidation by any Court of any of the restrictions contained in this Article shall in no way effect any of the other restrictions, but they shall remain in full force and effect.

SECTION 9.8 Other Restrictions and Covenants: It is recognized that other restrictions and covenants may be imposed upon the individual Tracts within Mariners' Village by the Owner or Owners thereof. To the extent that such additional covenants and restrictions are not inconsistent with the covenants and restrictions contained in this Article, such covenants and restrictions shall be fully valid and effective and enforceable in accordance with the terms and conditions thereof.

The Northwest 1/4 of the Southwest 1/4; the Northeast 1/4 of the Southwest 1/4, less the North 390 feet of the East 360 feet thereof; and the North 1/2 of the Southeast 1/4 of the Southwest 1/4; all in Section 4, Township 23 South, Range 30 East, Orlando, Orange County, Florida;

and

The South 1/2 of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4, *Section 5, Township 23 South, Range 30 East, less therefrom:*

Beginning at the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 23 South, Range 30 East, run North 00 degrees 05 minutes West 480 feet along the West boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 5; thence East 410.03 feet parallel with the South boundary of said Northeast 1/4 of the Southeast 1/4; thence South 45 degrees 00 minutes East 169.91 feet; thence South 00 degrees 05 minutes East 359.85 feet to a point on said South boundary of the Northeast 1/4 of the Southeast 1/4; thence West 530 feet to the point of beginning. (LESS: the South 30 feet and the West 30 feet thereof);

and also less the West 30 feet thereof for Road Right-of-Way; and

Beginning at the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 5, Township 23 South of Range 30 East, thence run East to the Northeast corner of said Southeast Quarter of the Southeast Quarter, thence South 7-1/2 chains, thence West 20 chains, thence North 7-1/2 chains to the beginning; less the West 30 feet thereof for road right-of-way; all in Section 5, Township 23 South, Range 30 East, Orlando, Orange County, Florida;

The same being more particularly described as follows:

Beginning at the Northwest corner of the Southwest 1/4 of Section 4, Township 23 South, Range 30 East, Orlando, Orange County, Florida; thence N.89°54'30"E., (Bearings based on plat of DOVER ESTATES THIRD ADDITION, Plat Book 4, Pages 119 and 120, Orange County, Florida), along the North line of the Southwest 1/4 of Section 4 for 2283.65 feet to the West line of the East 360 feet thereof; thence S.00°00'22"E. along said West line for 390.00 feet; thence N.89°54'30"E. along the South line of the North 390 feet of said Southwest 1/4 for 360.00 feet; thence S.00°00'22"E. along the East line of said Southwest 1/4 for 1596.60 feet; thence S.89°55'25"W. along the South line of the North 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 4, for 1322.98 feet; thence N.00°01'38"E. along the West line of said North 1/2 of the Southeast 1/4 of the Southwest 1/4 for 662.08 feet; thence S.89°55'07"W. along the South line of the Northwest 1/4 of the Southwest 1/4, Section 4, for 1322.59 feet; thence S.00°03'38"W. along the East line of the Southeast 1/4 of Section 5, Township 23 South, Range 30 East for 495.00 feet; thence N.89°56'20"W. for 1298.52 feet to the East right-of-way line of Conway Road; thence N.00°12'18"W. along said East right-of-way line for 495.00 feet to the South line of the Northeast 1/4 of the Southeast 1/4, Section 5; thence N.00°05'53"E. along said East right-of-way line for 30.00 feet; thence S.89°56'21"E. for 500.11 feet; thence N.00°18'02"W. for 330.90 feet; thence N.44°58'54"W. for 169.93 feet; thence S.89°55'49"W. for 377.48 feet to the East right-of-way line of Conway Road; thence N.00°05'53"E. along said East right-of-way line for 845.25 feet to the South line of the Southeast 1/4 of the Northeast 1/4, Section 5; thence N.00°01'25"E. along said East right-of-way line for 660.26 feet; thence N.89°57'48"E. along the North line of the South 1/2 of the Southeast 1/4 of the Northeast 1/4, Section 5, for 1298.16 feet; thence S.00°07'49"E. along the East line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4 for 663.90 feet to the Point of Beginning.

Containing 166.335 acres, more or less.

RECORDED & RECORD VERIFIED

EXHIBIT "A"

Thomas H. Lister

County Comptroller, Orange Co., Fla.

ARTICLE X

GENERAL PROVISIONS

SECTION 10.1 Duration and Amendment: The covenants shall run with and bind the Property subject thereto and shall remain in effect and inure to the benefit of and be enforceable by the Association and can be changed, modified, amended, altered or terminated only by duly recorded written instrument executed by the President and Secretary of the Association upon an affirmative vote (i) during the time there are two classes of members, by the Class B member, or (ii) after Class B membership terminates, by two-thirds (2/3) vote of the Members.

SECTION 10.2 Notices: Any notice required to be sent to any person pursuant to any provision of the Covenants will be effective when such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or at such other address as may be furnished to the Secretary of the Association. The effective date of the notice shall be the date of the mailing.

SECTION 10.3 Severability: Whenever possible each provision of the Covenants shall be interpreted in such manner as to be effective and valid, but if any provision of the Covenants or the application thereof to any person or to any property shall be prohibited or held invalid such prohibition or invalidity shall not effect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of the Covenants are declared to be severable.

SECTION 10.4 Disputes and Construction of Terms: In the event of any dispute arising under the Covenants, or in the event of any provision of the Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Association. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice and the Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who noted their interest.

SECTION 10.5 Assignment of Developer's Rights: Developer reserves the right to assign all or any portion of its rights and privileges under the Covenants pro tanto, to any other person or entity, who acquires all or any portion of the Property.

SECTION 10.6 Right to Change Zoning: Developer reserves the right to apply for modification of the PD Ordinance effecting the Property in the manner provided the applicable law, notwithstanding the different densities in zoning at the time of the purchase of a Tract by an Owner; provided, however, no such modification of the Planned Development Ordinance shall in any manner change or modify the zoning of any Tract sold by Developer.

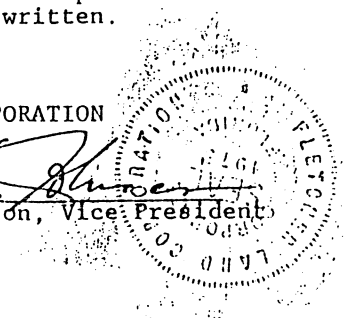
IN WITNESS WHEREOF, the Developer has caused these presents to be executed as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

Robert L. Johnson
Sara Ann Joseph

FLETCHER LAND CORPORATION

By: Robert L. Johnson, Vice President



STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing Declaration of Covenants and Restrictions was acknowledged before me this 20th day of April, 1985, by ROBERT L. JOHNSON, Vice President of FLETCHER LAND CORPORATION, a Florida corporation.

Sara Ann Johnson
Notary Public

My Commission Expires

Notary Public State of Florida at Large
My Commission Expires Feb. 2, 1986

J O I N D E R

The undersigned is the owner and holder of a certain mortgage affecting all or a portion of the subject property, said mortgage being recorded in Official Records Book 3649, Page 63, of the Public Records of Orange County, Florida. Said mortgagee hereby joins in this Declaration of Covenants and Restrictions for the purposes of subjecting said mortgage to these said Declaration of Covenants and Restrictions.

Signed, sealed and delivered
in the presence of:

William J. [Signature]
Sara Ann Joelyn [Signature]

MARINERS VILLAGE LIMITED,
a Florida Limited Partnership,

By: FLETCHER COMMUNITIES, INC.,
a Florida corporation,
General Partner,

By: *Robert L. Johnson [Signature]*
Robert L. Johnson, Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

THIS IS TO CERTIFY, that on June 20, 1985,
before me, an officer duly authorized to take acknowledgments in
the State and County aforesaid, personally appeared ROBERT L. JOHNSON,
Vice President of Fletcher Communities, Inc., a Florida corporation,
General Partner of Mariners Village Limited, a Florida Limited
Partnership, to me known to be the person described in and who
executed the foregoing Joinder and Consent to Dedication in the
presence of two subscribing witnesses freely and voluntarily and
under authority duly vested in him.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on
the above date.

Sara Ann Joelyn [Signature]
Notary Public

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires Feb. 2, 1986

J O I N D E R

The undersigned is the owner and holder of a certain mortgage affecting all or a portion of the subject property, said mortgage being recorded in Official Records Book 3522, Page 2717, of the Public Records of Orange County, Florida, and assigned by Assignment of Mortgage dated March 23, 1985 and recorded March 26, 1985 in Official Records Book 3622, Page 146, of the Public Records of Orange County Florida. Said mortgagee hereby joins in this Declaration of Covenants and Restrictions for the purpose of subjecting said mortgage to these said Declaration of Covenants and Restrictions.

Signed, sealed and delivered
in the presence of:

Kelly K. Searcy
Mark W. Smith

Jerome A. Willner, Trustee
Jerome A. Willner, Trustee

STATE OF FLORIDA
COUNTY OF ORANGE

THIS IS TO CERTIFY, that on June 11, 1985
before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared JEROME A. WILLNER, Trustee, to me known to be the person described in and who executed the foregoing Joinder and he acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Kelly K. Searcy
Notary Public
My Commission Expires: 7/1/88
Notary Public, State of Florida
My Commission Expires March 3, 1988
Bonded thru Tropic Fair - Insurance, Inc.

J O I N D E R

The undersigned is the owner and holder of certain mortgages affecting all or a portion of the subject property, said mortgages being recorded in Official records Book 3536, Page 2031, of the Public Records of Orange County, Florida, and Official Records Book 3649, Page 76 of the Public Records of Orange County, Florida. Said mortgagee hereby joins in this Declaration of Covenants and Restrictions for the purpose of subjecting said mortgages to these said Declaration of Covenants and Restrictions.

Signed, sealed and delivered
in the presence of:

SUN BANK/NORTH FLORIDA, a
National Association

By: Terry E. Pate

Rebecca A. Jussup
M. W. Hub
STATE OF FLORIDA
COUNTY OF ORANGE

THIS IS TO CERTIFY, that on June 3, 1985, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared TERRY E. PATE VICE PRESIDENT of SUN BANK/NORTH FLORIDA, a National Association, to me known to be the individual described in and who executed the foregoing Joinder and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

M. W. Hub
Notary Public

My Commission Expires 9-5-87

MARINERS' VILLAGE

SECTIONS 4 & 5, TOWNSHIP 23 SOUTH, RANGE 30 EAST
ORLANDO ORANGE COUNTY FLORIDA

SHEET 2 OF 2

MRI ARI CONDO
C.B. 3, PGS 2-18

DOVER ESTATES
2ND ADDITION
PG. 2, PG. 14

SEE THE GRASSY AREA AT MARINERS' VILLAGE, A CONDOMINIUM, COULD BECOME A FUTURE RESIDENTIAL TRACT
SEE THE CENTER OF MARINERS' VILLAGE PLAT IS PAGE 15, A REPLAT OF TRACT A
SEE THE GRASSY AREA AT MARINERS' VILLAGE, A CONDOMINIUM, COULD BECOME A FUTURE RESIDENTIAL TRACT
SEE THE GRASSY AREA AT MARINERS' VILLAGE, A CONDOMINIUM, COULD BECOME A FUTURE RESIDENTIAL TRACT
SEE THE GRASSY AREA AT MARINERS' VILLAGE, A CONDOMINIUM, COULD BECOME A FUTURE RESIDENTIAL TRACT
SEE THE GRASSY AREA AT MARINERS' VILLAGE, A CONDOMINIUM, COULD BECOME A FUTURE RESIDENTIAL TRACT

