
Charter Documents
of
Silver Ridge Homeowners' Association, Inc.

- Articles of Incorporation
 - By-Laws
- Declaration of Covenants, Conditions & Restrictions

DISCLAIMER: Note that this document is a re-formatted recreation of original documents recorded in the Public Records of Orange County, Florida. Every effort has been made to supply complete and accurate information. However, laws and regulations change, and information contained in this manual may be discontinued or expanded. SILVER RIDGE HOMEOWNERS' ASSOCIATION assumes no responsibility for its use, nor for any infringement of the property rights of parties which would result from such use. Before using this information, be sure to check its validity with the original prepared instrument received at time of purchase or the original recorded documents located in the Public Records of Orange County, Florida.

TABLE OF CONTENTS

<u>ARTICLES OF INCORPORATION OF SILVER RIDGE HOMEOWNERS' ASSOCIATION</u>	5
ARTICLE I. NAME.....	5
ARTICLE II. PRINCIPAL OFFICE.....	5
ARTICLE III. REGISTERED OFFICE AND REGISTERED AGENT.....	5
ARTICLE IV. PURPOSE AND POWERS OF THE ASSOCIATION.....	5
ARTICLE V. MEMBERSHIP.....	6
ARTICLE VI. VOTING RIGHTS.....	6
ARTICLE VII. BOARD OF DIRECTORS.....	7
ARTICLE VIII. DISSOLUTION.....	7
ARTICLE IX. DURATION.....	7
ARTICLE X. AMENDMENTS.....	7
ARTICLE XI. VA APPROVAL.....	7
ARTICLE XII. CONFLICTS.....	7
<u>BY-LAWS OF SILVER RIDGE HOMEOWNERS' ASSOCIATION</u>	8
ARTICLE I. NAME AND LOCATION.....	8
ARTICLE II. DEFINITIONS.....	8
Section 1.	8
Section 2.	8
Section 3.	8
Section 4.	8
Section 5.	8
Section 6.	8
Section 7.	8
ARTICLE III. MEETING OF MEMBERS.....	9
Section 1. Annual Meetings.....	9
Section 2. Special Meetings.....	9
Section 3. Notice of Meetings.....	9
Section 4. Quorum.....	9
Section 5. Proxies.....	9
ARTICLE IV. BOARD OF DIRECTORS.....	10
Section 1. Board of Directors.....	10
Section 2. Term of Office.....	10
Section 3. Nomination.....	10
Section 4. Election.....	10
Section 5. Removal.....	10
Section 6. Compensation.....	10
ARTICLE V. MEETING OF DIRECTORS.....	10
Section 1. Regular Meetings.....	10
Section 2. Special Meetings.....	11
Section 3. Quorum.....	11
Section 4. Action Without a Meeting.....	11
ARTICLE VI. POWERS AND DUTIES OF THE ASSOCIATION.....	11
Section 1. Powers.....	11
Section 2. Duties.....	12
ARTICLE VII. OFFICERS AND THEIR DUTIES.....	12
Section 1. Enumeration of Officers.....	12
Section 2. Election of Officers.....	13
Section 3. Term.....	13
Section 4. Special Appointments.....	13
Section 5. Authority to Sign Checks.....	13
Section 6. Resignation and Removal.....	13
Section 7. Vacancies.....	13

Section 8. Multiple Offices.....	13
Section 9. Duties.....	13
ARTICLE VIII. COMMITTEES.....	14
ARTICLE IX. BOOKS AND RECORDS.....	14
ARTICLE X. ASSESSMENTS.....	14
ARTICLE XI. CORPORATE SEAL.....	15
ARTICLE XII. AMENDMENTS.....	15
Section 1. Amendments.....	15
Section 2. Conflict.....	15
ARTICLE XIII. MISCELLANEOUS.....	15
<u>DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS</u>	16
ARTICLE I. DEFINITIONS.....	16
Section 1.....	16
Section 2.....	16
Section 3.....	17
Section 4.....	17
Section 5.....	17
Section 6.....	17
Section 7.....	17
Section 8.....	17
Section 9.....	17
Section 10.....	17
Section 11.....	17
ARTICLE II. RESERVATIONS, EXCEPTIONS, AND DEDICATIONS.....	18
Section 1. Recorded Subdivision Plats of the Subdivision.....	18
Section 2. Easements.....	18
Section 3. Title Subject to Easements.....	18
ARTICLE III. USE RESTRICTIONS.....	18
Section 1. Single Family Residential Construction.....	18
Section 2. Minimum Square Footage Within Improvements.....	19
Section 3. Sidewalks.....	19
Section 4. Location of the Improvements Upon the Lot.....	19
Section 5. Composite Building Site.....	19
Section 6. Prohibition of Offensive Activities.....	20
Section 7. Use of Temporary Structures.....	20
Section 8. Storage of Automobile, Boats, Trailers, Recreational Vehicles and Other Vehicles.....	20
Section 9. Mineral Operation.....	21
Section 10. Animal Husbandry.....	21
Section 11. Walls, Fences, and Hedges.....	21
Section 12. Visual Obstruction at the Intersections of Public Streets.....	21
Section 13. Lot Maintenance.....	21
Section 14. Signs, Advertisements, Billboards.....	23
Section 15. Maximum Height of Antenna.....	23
Section 16. Private Utility Lines.....	23
ARTICLE IV. ARCHITECTURAL CONTROL COMMITTEE.....	24
Section 1. Approval of Building Plans.....	24
Section 2. Committee Membership.....	24
Section 3. Replacement.....	24
Section 4. Minimum Construction Standards.....	25
Section 5. Term.....	25
Section 6. Variances.....	25
ARTICLE V. SILVER RIDGE HOMEOWNERS' ASSOCIATION.....	26
Section 1. Membership and Voting Rights.....	26
Section 2.....	26
Section 3. Not-For-Profit Corporation.....	26
Section 4. Bylaws.....	27

Section 5. Inspection of Records.....	27
ARTICLE VI. MAINTENANCE ASSESSMENTS	27
Section 1. Creation of the Lien and Personal Obligation of Assessments.....	27
Section 2. Purpose of Assessment	27
Section 3. Rate of Assessment.	28
Section 4. Maximum Annual Assessment.....	28
Section 5. Effect of Nonpayment of Assessments.	28
Section 6. Subordination of the Lien to Mortgages.	28
Section 7. Special Assessments.....	29
Section 8. Additions To Existing Property.....	29
ARTICLE VII. MAINTENANCE OF COMMON AREAS.....	30
Section 1. Walls.	30
Section 2. Retention Pond.....	30
Section 3. Entry Median.	31
ARTICLE VIII. GENERAL PROVISIONS	31
Section 1. Term.	31
Section 2. Conflict	31
Section 3. Severability.....	31
Section 4. FHA/VA Approval.....	31
<u>FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS</u> <u>FOR SILVER RIDGE.....</u>	<u>32</u>

ARTICLES OF INCORPORATION OF SILVER RIDGE HOMEOWNERS' ASSOCIATION

The undersigned incorporator of a corporation under the Florida Not-For-Profit Corporation Act hereby adopts the following Articles of Incorporation for such corporation.

ARTICLE I. NAME

The name of the corporation is Silver Ridge Homeowners' Association, Inc., hereinafter called the "Association."

ARTICLE II. PRINCIPAL OFFICE

The Principal office of the Association is located at 2502 Rocky Point Drive, Suite 900, Tampa, Florida 33607.

ARTICLE III. REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 252 Rocky Point Drive, Suite 900, Tampa, Florida, 33607, and the name of its initial registered agent at such address is David J. Evans.

ARTICLE IV. PURPOSE AND POWERS OF THE ASSOCIATION

This association is a not-for-profit corporation organized to provide for the maintenance, preservation, and architectural control of the Lots (as hereinafter defined) in the Silver Ridge Subdivision (as hereinafter defined) under the jurisdiction of the Association and to promote the health, safety, and welfare of the residents under the jurisdiction of the Association and any additions thereto as may hereafter be brought within the jurisdiction of this Association. This Association shall have power to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, hereinafter called the "Declaration", applicable to this property and recorded or to be recorded in the public records of Orange County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length and the terms used herein shall have the same meaning as in the Declaration;
- (b) fix, levy, collect, and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase, or otherwise) own, hold, improve, build on, operate, maintain, convey, sell., lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of the membership of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation, or annexation shall be initiated and approved by the Declarant when the Class B membership is larger than the Class A membership. At such time that Class A membership is larger than Class B membership, such merger, consolidation, or annexation shall require the assent of the Board of Directors of the Association;

(f) have and to exercise any and all powers, rights, and privileges that a corporation organized under the Florida Not-For-Profit corporation Act may now or hereafter have or exercise.

ARTICLE V. MEMBERSHIP

The membership includes every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association. The foregoing is not intended to included persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to Assessment by the Association.

ARTICLE VI. VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B members 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 equals the total votes outstanding in the Class B membership; or

(b) on January 1, 1995.

ARTICLE VII. BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association.

At the first annual meeting, the members shall elect three (3) directors for a term of three (3) years; one (1) director for a term of two (2) years; and one (1) director for a term of one (1) year.

At each annual meeting thereafter, the members shall elect a director or directors to fill any and all vacancies created by the expired term of a director or directors.

ARTICLE VIII. DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the membership of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE IX. DURATION

The period of duration of the Association shall be perpetual.

ARTICLE X. AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XI. VA APPROVAL

As long as there is a Class B membership, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, dissolution -or amendment of these Articles.

ARTICLE XII. CONFLICTS

In the case of any conflict between the By-laws and these Articles of Incorporation, the Articles shall control, and in the case of any conflict between the Declaration and these Articles of Incorporation, the Declaration shall control.

BY-LAWS OF SILVER RIDGE HOMEOWNERS' ASSOCIATION

ARTICLE I. NAME AND LOCATION

The name of the Corporation is Silver Ridge Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 2502 Rocky Point Drive, Suite 900, Tampa, Florida, 33607, but meetings of members and directors may be held at such places within Orange County, State of Florida, as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

Section 1.

"Association" shall mean and refer to Silver Ridge Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2.

"Declarant" shall mean and refer to General Homes- Florida, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 3.

"Declaration" shall mean and refer to the Declaration of Covenants, conditions, and Restrictions applicable to the properties recorded or to be recorded in Orange County, Florida, and any additions and supplements thereto.

Section 4.

"Lots" or "Lots" shall mean and refer to any plot of land shown upon any recorded map of the Properties.

Section 5.

"Member" shall mean and refer to those members entitled to membership as provided in the Declaration and Articles of Incorporation.

Section 6.

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

Section 7.

"Properties." shall mean and refer to that certain real property or properties described in the Declaration of Covenants, Conditions, and Restrictions and any additional properties that may hereafter be brought within the jurisdiction of the Association.

ARTICLE III. MEETING OF MEMBERS

Section 1. Annual Meetings.

The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of every year thereafter, at the hour of 7:30 P.M., at the principal office of the Association. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Notice of annual meetings shall not be required. The Board of Directors of said Association may change the meeting place of the annual meeting and subsequently notice of the annual meeting will be required to be mailed to all members.

Section 2. Special Meetings.

Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the membership.

Section 3. Notice of Meetings.

Written notice of each meeting of the Members shall be given by, or at the direction of the secretary or person authorized to call such meeting, by mailing a copy of such notice, postage prepaid, not less than fifteen (15) days or more than fifty (50) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. Notice of annual meetings shall not be required unless the place of the annual meeting is changed, as referred to in Section 1 above.

Section 4. Quorum.

The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By- Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies.

At all meetings of Members, each Member may vote in person or proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Proxies shall not be used in meetings of the Board of Directors.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. Board of Directors.

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association.

Section 2. Term of Office.

The initial directors of the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting. At said annual meeting, the members shall elect three (3) directors for a term of three (3) years, one (1) director for a term of two (2) years, and one director for a term of one (1) year.

Section 3. Nomination.

Nomination for election to the Board of Directors shall be made by a Nomination Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 4. Election.

Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 5. Removal.

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be elected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 6. Compensation.

No director shall receive compensation for any service he may render to the Association; provided, however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V. MEETING OF DIRECTORS

Section 1. Regular Meetings.

Regular meetings of the Board of Directors shall be held annually without notice, at such

place and hour as may be fixed from time to time by resolution of the Board. should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings.

Special meetings of the Board of Directors shall be held when called by the president of the Association or by any two (2) directors after not less than three (3) days notice to each director. Such notice may be waived at or prior to such meeting by unanimous consent of the Board.

Section 3. Quorum.

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without a Meeting.

Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all the members of the Board of Directors. Such consent shall be placed in the minute book of the Association with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI. POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Powers.

The Association, by and through its Board of Directors, shall have the following rights and powers:

- (a) suspend the voting rights and right to the use of any facilities or services provided by the Association of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (b) exercise on behalf of the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) declare the office of a Member of the Board to be vacant in the event such board Member shall be absent from three (3) consecutive meetings of the Board of Directors;
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and the terms of employment of

services; and

(e) to exercise such other rights and powers granted to it under the Declaration, the Articles of Incorporation, or these by- Laws.

Section 2. Duties.

It shall be the duty of the Association, by and through its Board of Directors, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote, at least ten (10) days prior to the annual meeting or special meeting;

(b) supervise all officer, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to fix the amount of the annual assessment against properties subject to the jurisdiction of the Association and take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;

(d) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(e) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificates shall be conclusive evidence of such payment;

(f) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned or leased by the Association; and

(g) cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers.

The officers of this Association shall be a president, who shall be at all times a member of the Board of Directors; a vice president; a secretary; and a treasurer; and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers.

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term.

The officers of this association shall be ejected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or become otherwise disqualified to serve

Section 4. Special Appointments.

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Authority to Sign Checks.

The Board, from time to time, may authorize any person or persons, who need not be officers or directors of the Association, to sign checks of the Association. Such agents may be authorized to sign singly or jointly, as the board in its discretion may decide. The Board may at any time rescind or revoke such authority granted to any person. Such authority may be given to a person or persons in conjunction with or in lieu of the authority of the treasurer to sign checks. In the absence of any appointments by the Board under this Section 5, the treasurer of the Association shall have sole authority to sign the association's checks.

Section 6. Resignation and Removal.

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7. Vacancies.

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8. Multiple Offices.

No person shall simultaneously hold both the offices of president and secretary. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 9. Duties.

The duties of the officers of the Association are as follows:

- (a) President. The President of the Association shall preside at all meetings of the

Board of Directors of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all promissory notes.

(b) Vice-President. The Vice President shall act in the place and instead of the President in the event of his absence, inability, or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of accounts, and keep accurate books and records of the fiscal affairs of the Association and make the same available for inspection by Members of the Association during normal business hours.

ARTICLE VIII. COMMITTEES

The Association may appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any action shall be added to the amount of such

assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the facilities or services provided by the Association or by abandonment of his Lot.

ARTICLE XI. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Silver Ridge Homeowners' Association": and within the center the word "Florida".

ARTICLE XII. AMENDMENTS

Section 1. Amendments.

The By- Laws may be amended, at a regular or special meeting of the Board of Directors, by a vote of a majority of a quorum of Board members present, except that the Federal Housing Administration and Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. Conflict.

In the case of any conflict between the Articles of Incorporation and these By. Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By- Laws, the Declaration shall control.

ARTICLE XIII. MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first year shall begin on the date of incorporation.

**DECLARATION OF COVENANTS, CONDITIONS &
RESTRICTIONS**

STATE OF FLORIDA

COUNTY OF ORANGE

This Declaration, made on the date hereinafter set forth by General Homes- Florida, Inc. a Delaware Corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property known as SILVER RIDGE, a Subdivision in Orange County, Florida described as follows:

All property located in Silver Ridge, Phase..., Subdivision, Orange County, Florida, according to the Map or Plat thereof recorded in the Plat Book...in the Public Records, of Orange County.

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations, and reservations upon and against Silver Ridge in order to establish a uniform plan for the development, improvement, and sale ,of such Subdivision, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said Subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes, and imposes upon the above described land in Silver Ridge Subdivision and declares the following reservations, easements, restrictions, covenants, and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision, which reservations, easements, restrictions, covenants, and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I. DEFINITIONS

Section 1.

"Architectural Control Committee" shall mean and refer to Silver Ridge Architectural Control Committee provided for in Article IV hereof.

Section 2.

"Association". shall mean and refer to SILVER RIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida Not-For-Profit Corporation, its successors and assigns.

Section 3.

"Common Areas" shall mean and refer to all property owned by the Association, if any, for the common use and benefit of the owners.

Section 4.

"Declarant" shall mean and refer to General Homes- Florida, Inc., a Delaware Corporation, and its successors and assigns, if such successors and assigns are so designated in writing by Declarant as the successors and assigns of all of Declarant's rights hereunder.

Section 5.

"FHA" shall mean and refer to the Federal Housing Administration.

Section 6.

"Lot" or "Lots" shall mean and refer to any portion of the Subdivision as described above and all plats or lots annexed pursuant to Section 7 of Article VI hereof.

Section 7.

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

Section 8.

"Plat" or "Plats" shall mean and refer to the plat or plats of the Subdivision recorded in the Public Records of Orange County, Florida and shall include any replats of the Subdivision as permitted by this Declaration.

Section 9.

"Properties" shall mean and refer to that certain real property hereinbefore described, subject to the reservations set forth herein and/or in the subdivision Plats, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 10.

"Subdivision" shall mean and refer to that certain real property hereinbefore described, subject to the reservations, easements, restrictions, covenants, and conditions set forth herein and in the Subdivision plats, and any additional properties which may hereafter be made subject of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.

Section 11.

"VA" shall mean and refer to the Veterans Administration.

ARTICLE II. RESERVATIONS, EXCEPTIONS, AND DEDICATIONS

Section 1. Recorded Subdivision Plats of the Subdivision.

The recorded Subdivision plats of the Subdivision, subject to the limitations as set forth therein, the streets and easements shown thereon, and all dedications, limitations, restrictions, and reservations shown on the recorded plats or replats of the Subdivision are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said Subdivision or any Lot or part thereof, whether specifically referred to therein or not.

Declarant shall have the right, but shall never be obligated, to resubdivide into Lots, by recorded Plats or in any other lawful manner, all or any part of the Subdivision contained within the boundaries of the Plat or Plats, and such lots as replatted shall be subject to this Declaration as if such Lots were originally included herein. Any such replat must comply with FHA and V A requirements.

Section 2. Easements.

Declarant reserves for public use the easements and right-of-way as shown on the recorded Subdivision plats of the Subdivision for the purpose of constructing, maintaining, and repairing a system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, and any other utility improvements Declarant sees fit to install in, across, or under the Subdivision. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be approved by the Federal Housing Administration ("FHA") or Veterans Administration ("VA"). Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees, or flowers, or any other property of the Owner of the land subject to said easements.

Section 3. Title Subject to Easements.

It is expressly agreed and understood that the title conveyed by Declarant to any of the Subdivision by contract, deed, or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm sewer, electric lighting, electric power, telephone, telegraph, or other utility purposes. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his Lot.

ARTICLE III. USE RESTRICTIONS

Section 1. Single Family Residential Construction.

No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only, and not to exceed two

(2) stories in height or 35 feet. Each such dwelling on a Lot shall have an attached or detached garage or carport for one (1) or more cars, but not more than three (3) cars, provided that the Architectural Control Committee may, in its discretion, permit the construction of a carport on a Lot and/or a garage for more than three (3) cars, such permission to be granted in writing as hereinafter provided. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for garage apartments or for apartment houses; and no Lot shall be used for business or professional purposes of any kind nor for any commercial or manufacturing purposes. No building of any kind shall ever be moved onto any Lot within said Subdivision, it being the intention that only new construction shall be placed and erected thereon, except with the prior written consent of the Architectural Control Committee.

Section 2. Minimum Square Footage Within Improvements.

Those lots described above as shown on the plat of Silver Ridge are restricted to a dwelling with a minimum of Twelve Hundred (1200) square feet of liveable area exclusive of open porches, terraces, patios and garages or carports.

Section 3. Sidewalks.

A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire fronts of all Lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner Lots. The plans for each residential building on each of said Lots shall include plans and specifications for such sidewalks and same shall be constructed and completed before the main residence is occupied..

Section 4. Location of the Improvements Upon the Lot.

No structure shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback lines shown on the recorded plats or replats; and those setbacks dictated by Orange County, Florida. However, in no instance shall a building be located nearer to the front property line than twenty-five (25) feet unless approved in writing by the Architectural Control Committee. The main residential structure shall not be located on any lot nearer than twenty-five (25) feet from the rear property line. Subject to the provisions of Section 5 below, no part of any house, building, carport or garage shall be located near than six (6) feet to an interior side lot line or twenty-five (25) feet to any exterior lot line on a corner lot. For the purposes of this section, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line.

Section 5. Composite Building Site.

Subject to the approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions

thereof into one or more building sites with the privilege of placing or construction improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than fifty- five (55) feet.

Section 6. Prohibition of Offensive Activities.

No activity, whether for profit or not, shall be carried on on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be, or may become, an annoyance or a nuisance to the Subdivision. This restriction is waived in regard to the normal sales activities required to sell homes in the Subdivision and the lighting effects utilized to display the model homes.

Section 7. Use of Temporary Structures.

No structure of a temporary character, whether trailer, basement, tent, shack, shed, garage, barn, other outbuilding or otherwise shall be maintained or used on any Lot at any time as a dwelling or for any other purpose: provided, however, that Declarant reserves the exclusive right to erect, place, and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing dwellings, and constructing other improvements in the Subdivision. Such facilities may include, but are not necessarily limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

Section 8. Storage of Automobile, Boats, Trailers, Recreational Vehicles and Other Vehicles.

No motor vehicle may be parked or stored on any part of any Lot, easement, common area, right-of-way unless such vehicle does not exceed either six feet six inches in height, or seven feet six inches in width, or twenty-one feet in length and is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, (the term "passenger vans" specifically exclude motor homes and recreation vehicles), motorcycles, pick-up trucks, or pick-up trucks with attached-bed campers, that are in operating condition, having current license plates, and are in daily use as motor vehicles on the streets and highways of the State of Florida and can be completely concealed within the garage, as built, of the dwelling in the subdivision in which the owner of such pick-up truck resides which do not exceed either six feet six inches in height, or seven feet six inches in width, or twenty-one feet in length.

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any Lot, easement, common area, right-of-way, or in the street adjacent to such Lot, easement, common area, or right -of -way, unless such object is concealed from public view inside a garage or other approved enclosure. The phrase "approved enclosure" as used in this paragraph shall mean any fence, structure, or other improvement approved by the Architectural Control Committee. If a complaint is received about a violation of any part of this Section, the Architectural Control Committee will be the final authority on the matter.

This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair, or maintenance of a dwelling or dwellings in the immediate vicinity. No visible parking of commercial vehicles except for temporary parking of service vans for the purpose of construction, repair or maintenance of a lot or dwelling.

Section 9. Mineral Operation.

No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be erected, maintained, or permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 10. Animal Husbandry.

No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other common household pets may be kept, provided that they are not raised, bred, or kept for commercial purposes. No more than two (2) of each specie of pet will be permitted on each Lot. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from a Lot, a pet must be on a leash at all times. It is the pet owner's responsibility to keep his or her Lot clean and free of pet debris and shall not permit the pet to cause debris on other Lots or on the common property.

Section 11. Walls, Fences, and Hedges

No hedges in excess of three (3) feet in height, and no walls or fences of any height shall be erected or maintained nearer to the front Lot line of a Lot than the plane of the front exterior wall of the dwelling on such Lot. No side or rear fence, wall, or hedge shall be more than eight (8) feet in height with the exception of privacy walls constructed by the Declarant which may be up to six (6) feet in height. All fences or walls must be constructed of ornamental iron, wood, or masonry at least six (6) feet in height, and no chain link fences shall be placed on any Lot without the express prior approval in writing of the Architectural Control Committee, except to enclose a swimming pool, and provided such chain link fence is not visible from any street. Any fence facing a public right-of-way or public easement must have its finished side facing such right-of-way or easement. All walls, fences, and hedges must meet zoning setback requirements dictated by Orange County, Florida.

Section 12. Visual Obstruction at the Intersections of Public Streets.

No object or thing shall be placed, planted, or permitted to remain on any corner Lot which object or thing obstructs one's line of sight at elevations between two (2) feet and eight (8) feet above the roadways and within twenty-five feet of any right-of-way intersection.

Section 13. Lot Maintenance.

The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, shall edge curbs that run along the Lot

lines, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements incident to construction of improvements thereon as herein permitted. All fences and walls which have been erected on any Lot by Declarant or otherwise shall be maintained in good repair by Owner, or occupant thereof, who shall promptly repair or replace the same in the event of partial or total destruction.

The drying of clothes in full public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, or other facilities where the rear yard or portion of the Lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. No Lot shall be used, or maintained as a dumping ground for rubbish.

Trash, garbage or other waste materials shall not be kept except in closed sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids attached. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view.

New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

In the event of a violation by the Owner or occupant of any Lot of any covenant, condition or restriction imposed upon the Owner or Lot in this Article III and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete the appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain or restore the Lot, the exterior of the dwellings, the fences and any other improvement located thereon. To the extent necessary to prevent rat or other infestation, diminish fire hazards, and accomplish any of the above-needed repairs, maintenance, and/or restoration, the Association shall have the right, through its agents and employees, to enter any dwelling or improvements located upon such Lot. The Association may enter onto any Lot and/or improvement and cut the weeds and grass, edge the lawn around the curb, cause to be removed garbage, trash and rubbish, or do any other thing necessary to secure compliance with this Declaration.

The Association may render a statement of charges to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Florida, shall become a part of the assessment payable by said Owners, and payment thereof shall

be secured by the maintenance lien hereinafter retained. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort, except for reckless or willful misconduct, in connection with the performance of the exterior maintenance and other work authorized herein.

In addition, the Association, its agents and employees, shall have the sole and exclusive right and responsibility to maintain, alter, or replace the wall running along the entire exterior boundary of the Subdivision (the "Outer Wall") even though such Outer Wall is owned by each respective Lot Owner upon whose Lot the Outer Wall is located. No Lot Owner may in any way alter this Outer Wall. The Association shall have the right to use the Orange County right-of-way easement boarding the Outer Wall or bordering any Lot on which the Outer Wall is located, as well as the right to enter onto any Lot, to so maintain, alter, or replace said Outer Wall.

Section 14. Signs, Advertisements, Billboards.

Except for signs owned by Declarant or by builders advertising their model dwellings during the period of original construction and dwelling sales, no sign, poster, advertisement, or billboard or advertising structures of any kinds other than a normal "For Sale" sign not to exceed five (5) square feet in total size may be erected or maintained on any lot in said Subdivision. Declarant, or its assigns, will have the right to remove any sign, poster, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or other tort, except for reckless or willful misconduct, in connection therewith or arising out of such removal.

Section 15. Maximum Height of Antenna.

No radio or television aerial wires or antenna, or satellite dishes of any kind, shall be maintained on any portion of any Lot that is visible from the front side of said Lot; nor shall any antenna or satellite dish of any style be permitted to extend above the roof line of the dwelling on said Lot, nor be located behind the back building line of said Lot. No antenna, wires, or satellite dish of any style shall be visible from the street which runs in front of said Lot or from the street which runs along the side of any corner Lot. A satellite receiving dish not higher than 4 feet above the ground at any time may be installed in the rear yard of any Lot if screened and enclosed by evergreen-type landscaping so as not to be visible from any street or any other Lot.

**see addendum*

Section 16. Private Utility Lines.

All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits unless otherwise approved in writing by the Architectural Control Committee.

ARTICLE IV. ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans.

No building, fence wall, or structure shall be commenced, erected, placed, or altered on any Lot, nor shall any exterior addition to our change or alteration therein be made, until the plans and specifications and a site plan describing the nature, kind, shape, height, and materials thereof, and showing the location of the same, have been approved in writing by the Architectural Control Committee as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards of the Architectural Control Committee. A copy of the plans and specifications and the site plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and site plans, together with such other documents as it deems appropriate, in such form and detail as it may determine in its sole discretion. The Architectural Control Committee shall have full, complete, and sole authority to approve construction of any improvements on any Lot, and its judgment shall be final and conclusive. The Architectural Control Committee shall also have full, complete, and sole authority to approve exterior color alterations or all existing or proposed structures in the Subdivision, and its judgment shall be final and conclusive.

Section 2. Committee Membership.

The Architectural Control Committee membership shall be initially composed of T .J. Dodson, Jack B. Hanson, and Lorraine C. McAnallen, who by majority vote may designate a representative to act for them. The address of the Committee is 1801 Lee Road, Suite 170, Winter Park, Florida 32789. At any time prior to transfer of the powers and duties of said Committee to the Association, the then record Owners of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. However, at such time as all of the Lots in the Subdivision have been sold by Declarant, the powers and duties of the Architectural Control Committee shall immediately vest in and be assigned to the Association, as will consideration of any matters pending before the Committee at that time, and the Architectural Control Committee, as established and maintained under the provisions of the preceding paragraph of this Section, shall thereafter exist only as a Committee of and within the Association under the control of the Association's Board of Directors.

Section 3. Replacement.

In the event of death or resignation of any member or members of said Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and site plans submitted or to designate a representative with like authority.

Section 4. Minimum Construction Standards.

The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound there by .

Section 5. Term.

The duties and powers of the Architectural Control Committee and of the designated representative, whether or not such duties and powers have been transferred to the Association as above provided, shall cease on and after ten (10) years from the date of this instrument. Thereafter, all duties and powers of the Committee shall cease and terminate; provided, however, that any time after January 1, 1984, whether or not the term of the Architectural Control Committee specified above shall have expired, by a two-thirds (2/3) vote of the members present and voting, the Board of Directors of the Association may assume or retain the duties and powers of the Architectural Control Committee, and thereafter the Board of Director of the Association shall have all of the duties and powers provided herein for the Architectural Control Committee.

Section 6. Variances.

Article III of this Declaration contains a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of particular restrictive covenants of this Declaration. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written requests for a description of the variances requested, plans, and specifications, site plans, and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the committee shall approve such request for a variance, the Committee may evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the Lot(s) relative to which such variance has been requested, and describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate fence height approved, or specifying the location, plans and specifications applicable to an approved carport), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's designated representative if one has been designated under the powers and duties contained in Section 2 above). Any request for a variance shall-be deemed to have been disapproved for the purposes hereof in the event of either:

- (a) written notice of disapproval from the Architectural Control Committee, or
- (b) failure by the Architectural Control Committee to respond to the request for variance.

In the event the Architectural Control Committee or any successor to the powers and duties thereof shall not then be functioning, or the terms of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control Committee in the way provided herein, the Board of Directors of the Association.

ARTICLE V. SILVER RIDGE HOMEOWNERS' ASSOCIATION

Section 1. Membership and Voting Rights.

Every Owner of a Lot subject to a maintenance charge assessment by the Association 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. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership.

Section 2.

The Association shall have two classes of voting membership:

Class A. Class A member(s) shall be the 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, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be entitled to three (3) votes for each Lot owned by it. 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, 1994

The Class A and Class B members shall have no rights as such to vote as a class, except as may be required by the Florida Not-For-Profit Corporation Act, and both classes shall vote together on all matters as one group.

Section 3. Not-For-Profit Corporation.

The Association shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said Association.

Section 4. Bylaws.

The Association may make whatever rules or Bylaws it may choose to govern the Association; provided, however, that said rules and Bylaws are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records.

The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE VI. MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Lot in the Subdivision is hereby subjected to an annual maintenance charge, and the Declarant, for each Lot owned within the Subdivision, 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 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 each Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by said successor.

Section 2. Purpose of Assessment.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subdivision and for the improvement and maintenance of any Common Area. The responsibilities of the Association shall include, by way of example but without limitation, at its sole discretion, any and all of the following: maintaining parkways and lakes, repair of walkways, bike paths, steps, entry gates, drainage facilities, and fountain areas, if any; maintaining rights-of-way, easements, esplanades and other public areas, if any; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, liens, covenants, restrictions, and conditions affecting the Subdivision; payment of all reasonable and necessary expenses in connection with the collection and administration of assessments and any other maintenance charge; employing policeman and watchmen; if desired, caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Association to keep the Subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the Subdivision. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 3. Rate of Assessment.

The maintenance charge on Class B Lots shall be a minimum of 50% of the assessment for Class A Lots per month and shall begin to accrue on a monthly basis on each such Lot on the date that this Declaration is recorded. The entire accrued charge (of said rate stated above per month) on each Lot shall become due and payable on the date such Lot converts from a Class B to a Class A Lot by reason of the Owner's purchase of a dwelling thereon, for the first year or any fraction thereof of ownership by an Owner, the assessment shall be the number of months the Lot has been occupied by an Owner times the monthly assessment rate, payable on January 1 for the preceding first year or fraction of the first year. After the first year, the maintenance charge will be collected annually in the amount of the annual assessment, payable on each January 1 for the preceding year. The rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Board of Directors of the Association as the needs of the Subdivision may, in the judgment of the Board of Directors of the Association, require; provided that such assessment will be uniform and in no event will such assessment of charge exceed \$5.00 per lot per month, or \$.60.00 per Lot per year, unless increased as provided below. The Association can collect special assessments as well as the annual charges above described whenever the members so vote.

Section 4. 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 \$5.00 per Lot, per month. 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 10% above the maximum assessment for the previous year without approval of two-thirds (2/3) of the Association membership. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. 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.

Section 5. Effect of Nonpayment of Assessments.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, for foreclose the lien against his Lot. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of any facilities or services provided by the Association or by abandonment of his Lot.

Section 6. Subordination of the Lien to Mortgages.

To secure the payment of any maintenance fund and all annual and special assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each deed (whether specifically stated therein or not) by which the Association, said lien to be enforceable through appropriate proceedings at law by the Association; provided, however, that each such lien shall be secondary, subordinate and

inferior to all liens, present and future given, granted and created by or at the instance and request of the Declarant and the Owner of any such Lot, to secure the payment of monies advanced on account of the purchase price and/or the construction maintenance charge or annual or special assessment accrued and unpaid prior to foreclosure of any such mortgage lien; and further provided that as a condition precedent to any proceeding by the Association to enforce its lien upon any Lot on which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, and shall contain a statement of the delinquent maintenance charges or annual or special assessments upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. The sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lien thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.

Section 7. Special Assessments.

In addition to the annual assessments authorized above for the purpose of construction, reconstruction, repair, or replacement of capital improvement in the Common Areas, including fixtures and personal property related thereto provided that any such assessment shall have the prior approval of two-thirds (2/3) of the votes of each class of members of the Association voting in person or by Proxy at a meeting duly called for such purpose.

Section 8. Additions To Existing Property.

Additional lands may become subject to this Declaration in the following manner:

(a) Additions by Declarant. Additional land contiguous to the Subdivision as described in Plat Book...in the Public Records of Orange County, may be annexed by the Declarant without the consent of the members of the Association within ten (10) years of the date of this instrument, provided that the FHA and V A determine that the annexation is in accord with the general plan heretofore approved by the FHA and V A. The Declarant, its successors and assigns, shall have the right to submit and make subject to this Declaration any further additional residential properties in future stages of the development of the Subdivision upon approval of the Board of Directors of the Association, and with FHA/V A approval. Any additions authorized under this and the succeeding subsections shall be made by filing an Amendment to this Declaration and an Annexation Agreement with respect to the additional property or properties which shall extend the covenants and restrictions of this Declaration to such property. Such amendment must impose an annual maintenance charge and assessment on the property covered thereby on a uniform, per Lot basis, substantially equivalent to the maintenance charge and assessment imposed by this Declaration, and may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional

lands.

(b) Other Additions. Upon the approval of the Board of Directors of the Association, in its sole discretion, the owner of any property who desires to make it subject to this Declaration and to subject it to the jurisdiction of the Association may file of record an Annexation Agreement and Amendment to this Declaration upon the satisfaction of the conditions specified in subsection (a) above.

(c) Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association. Alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration and all Supplemental Declarations, together with the covenants and restrictions applicable to the properties of the other association, as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

ARTICLE VII. MAINTENANCE OF COMMON AREAS

Section 1. Walls.

The Homeowners Association shall maintain and repair the wall constructed and fronting on Silver Star Road, as disclosed in the Plat of Silver Ridge Phase I. The Owners of the Lots upon which a portion of such wall has been constructed shall not take or allow to be undertaken any action which will damage such wall or undermine the lateral support of such wall. In the event that the need for maintenance or repair of the wall is caused through the willful or negligent acts of any Owner, or through the willful or negligent acts of the family, guests, or invitees of any Owner, the cost of such maintenance or repair shall be added to and become part of the assessment to which the Lot owned by such Owner is subject.

The Homeowners Association, and its agents, shall have the right to enter upon any Lot for the purpose of inspecting, maintaining or repairing the wall, and neither said Association nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry; provided, however, that in the event said Association or its agents shall cause damage to any Lot, the Association shall cause such Lot to be returned to its condition prior to such entry.

Section 2. Retention Pond.

The Homeowners Association shall have responsibility for maintaining the retention pond area, Tract "A", as disclosed by the Plat of Silver Ridge Phase I. Maintenance shall refer to the mowing and general upkeep required by the retention area to maintain the area as left by the Developer and required by Orange County, Florida.

Section 3. Entry Median.

The Homeowners Association shall have responsibility for maintaining the entry median and any entry signage, Tract "B", as disclosed by the Plat of Silver Ridge Phase I. Maintenance shall refer to the upkeep required to maintain the general area, signage, and landscaping as left by the Developer.

ARTICLE VIII. GENERAL PROVISIONS

Section 1. Term.

These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change or terminate this Declaration in whole or in part. The terms and provisions of this Declaration may be amended at any time when an instrument setting forth said changes and signed by those persons holding two-thirds (2/3) of the votes in the Association is placed on record in the Public Records of Orange County, Florida. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any Lot Owner to prosecute any proceedings at law of inequity against the person or persons violating or attempting to violate any such covenant of this Declaration and either to prevent him or them from going so far or to recover damages or other dues for such violations. The Association or Lot Owner who successfully prosecutes an action in law or in equity shall be entitled to recover from the defendant any and all costs, fees, and expenses, including attorney's fees, incurred by the Association and/or the Lot Owner in compelling compliance with this Declaration. Failure by any Owner or by the Association to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Conflict.

In the case of any conflict between the Articles of Incorporation of the Association and this Declaration, this Declaration shall control, and in the case of any conflict between the Bylaws of the Association and this Declaration, this Declaration shall control.

Section 3. Severability.

Invalidation of any section or sections herein by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. FHA/VA Approval.

So long as the Declaration, its successors and assigns, are in control of the Association, the following actions may require the prior approval of the FHA and/or the V A: annexation of additional properties, dedication of any Common Area, and amendment of this Declaration.

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SILVER RIDGE**

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Silver Ridge is made...by General Homes-Florida, Inc., a Delaware corporation ("Declarant").

WITNESSETH:

WHEREAS, the Declarant has executed a Declaration of Covenants, Conditions, and Restrictions for Silver Ridge and recorded in Official Records book of the public records of Orange County (the "Declaration"), with respect to the real property located in Orange County, Florida, and made a part hereof;

WHEREAS, Declarant and the other persons who are owners of Lots in Silver Ridge.

NOW, THEREFORE, Article 3, Section 15, is amended in its entirety to read as follows:

No radio or television aerial wires or antenna shall be permitted to extend above the highest point of the roof. Each antenna shall be located on the rear of the dwelling. No satellite dish shall be erected or installed on any Lot unless:

- a. such satellite dish is erected or installed and maintained solely within the imaginary lines drawn parallel from the rear side corners of the dwelling to the rear Lot line;
- b. no part of such satellite dish is erected or installed and maintained within 3 feet of the real Lot line;
- c. no part of such satellite dish extends above the highest point of the roof of the dwelling on the Lot; and
- d. the Architectural Control Committee has approved in writing the location and installation of the satellite dish prior to its construction.

WHEREAS, the Declarant wishes to Amend Article 3, Section 2 of the Declaration in its entirety to read as follows:

Those lots described above as shown on the plat of Silver Ridge are restricted to a dwelling with a minimum of one thousand (1,000) square feet of livable area, exclusive of open porches, terraces, patios and garages or carports.

Declarant acknowledges and agrees that the Declaration, as amended by the First Amendment shall run with the land and shall be binding upon them and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this First Amendment to Declaration of Covenants, Conditions, and Restrictions is made as of the date set forth above.