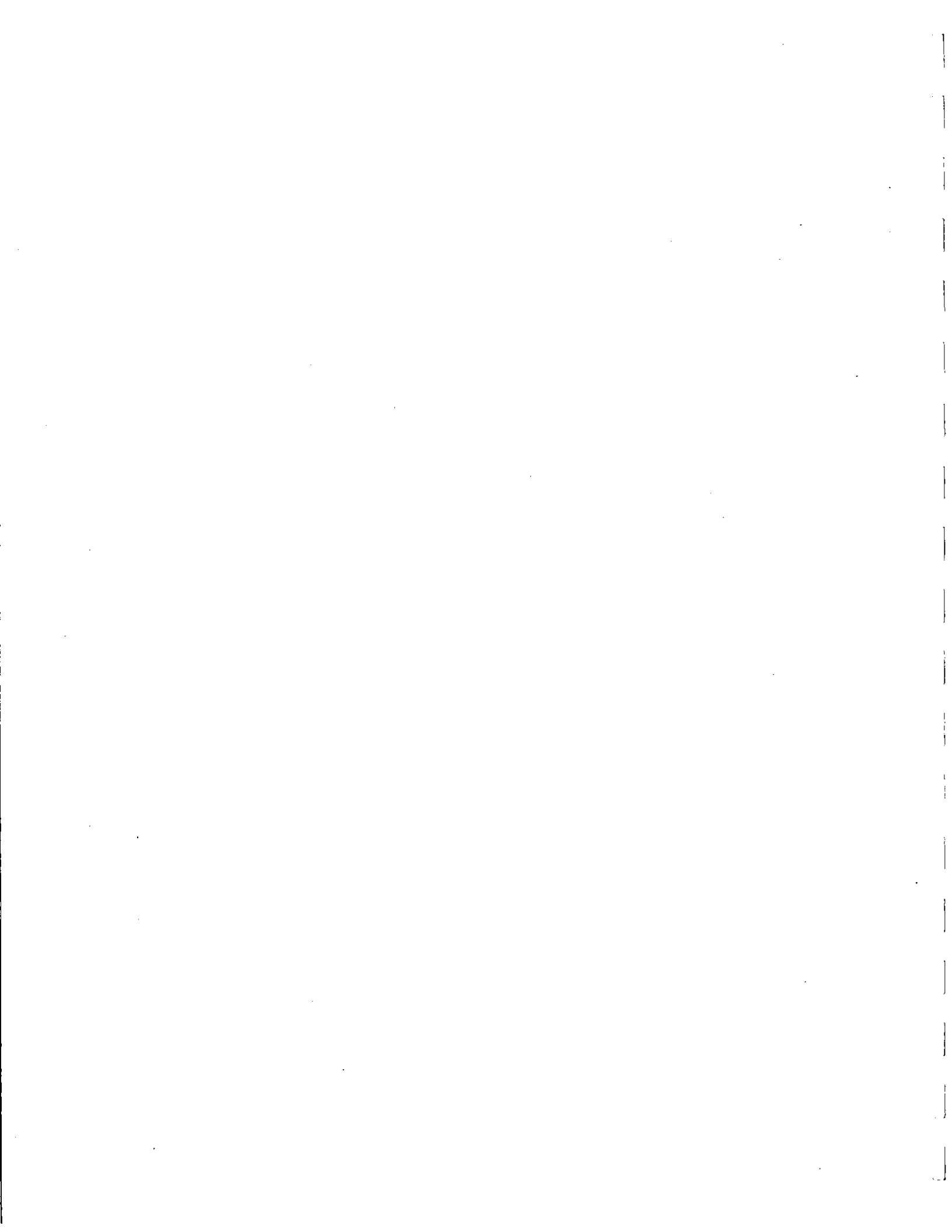


*Declaration of Covenants
and Restrictions
for
Porter Place*

*Compliments of Impressions Realty
and Ruby Davis 407-896-6777*



Minutes
and
By Laws

OF

INCORPORATED UNDER THE LAWS OF

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of PORTER PLACE HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on March 28, 1991, as shown by the records of this office.

The document number of this corporation is N42880.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
9th day of April, 1991.



CR2EO22 (2-91)

Jim Smith

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

FILED

OF

1991 MAR 28 AM 11: 10

PORTER PLACE HOMEOWNERS ASSOCIATION, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Florida Statute 617, the undersigned, who is a resident of the state of Florida and who is of full age, this day acknowledges, makes and files with the Secretary of State these articles for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE I

NAME. The name of the corporation is PORTER PLACE HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

PRINCIPAL PLACE OF BUSINESS/MAILING ADDRESS. The principal place of business of this corporation shall be located at 2466 E. Michigan Street Orlando, Florida, or at such other place or places as may be designated from time to time by the Board of Directors.

ARTICLE III

INITIAL REGISTERED AGENT. Jerrell M. Davis, 2466 E. Michigan Street, Orlando, Florida, is appointed registered agent for service of process of this corporation, subject to the right of this corporation to change the name of the registered agent in the manner provided by the laws of the State of Florida.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION. This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide maintenance and preservation to the common areas within that certain property described as Porter Place and to promote the health, safety and welfare of the residents within the said Porter Place subdivision and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose 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 the said Porter Place and 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;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or 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 upon, 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 each class of memberships, mortgage, pledge, deed in trust, or hypothecate any or all of this real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the memberships.

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area;

(g) have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation law of the State of Florida by law may now or hereafter have exercise.

ARTICLE V

MEMBERSHIP. Every Owner, including the Developer shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing ownership interest, each Owner accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of the Declaration, the Articles of Incorporation, and the By-Laws and other rules and regulations of the Association. In addition to the foregoing, the family, guests, invitees and tenants of said Owners shall, while in or on the property, abide and be bound by the provisions of the Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

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 Developer, Porter Place, Inc., and shall be entitled to one (1) membership 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 member shall be the Developer, Porter Place, Inc., and shall be entitled to three (3) membership votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On May 31, 1995.

VOTING MEMBERS. Only Voting Members shall be entitled to cast votes at Association meetings on matters pertaining to the Association, including the election of members of the Board of Directors, amending the Declaration, the Articles of Incorporation and the By-Laws of the Association, and all other matters which may be brought before the Association membership.

ARTICLE VII

BOARD OF DIRECTORS. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than five (5), who need not be members of the Association so long as there exists Class B Membership. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Jerrell M. Davis	2466 E. Michigan Street Orlando, Florida 32806
C. John Rolls, III	2195 Springslanding Blvd. Longwood, Florida 32779
Timothy Bates	2454 E. Michigan Street Orlando, Florida 32806

At the annual meetings the members shall elect the Directors for the next ensuing year.

The Developer shall be entitled to appoint one (1) member of the Board of Directors of the Association ("Board") for as long as the Developer is the owner of any of the Properties, pursuant to Article IV, Section 3 of the Declaration. While the Developer is entitled to representation of the Board, whether the Developer exercises that right to appointment or not, the Board or the Association shall have no authority to, and shall not, undertake any action which shall:

(a) prohibit or restrict in any manner the sales and marketing program of the Developer or any Owner;

(b) make any special or individual assessment against or impose any fine upon the Developer's property within Porter Place or upon the Developer;

(c) authorize or undertake any litigation against the Developer;

(d) change the membership of the Architectural Review Committee or diminish its powers as stated herein;

(e) alter or amend any Declaration, any subsequent amendment thereto, the Articles or By-Laws of the Association;

(f) terminate or cancel any contracts of the Association entered into while the initial Board was in office;

(g) terminate or waive any rights of the Association under the Declaration;

(h) convey, lease, mortgage, alienate or pledge any easements of Common Area of the Association;

(i) accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association;

(j) terminate or cancel any easements granted hereunder or by the Association;

(k) terminate or impair in any fashion any easements, powers or rights of the Developer hereunder;

(l) restrict the Developer's right of use, access and enjoyment of any of the Properties; or

(m) cause the Association to default on any obligation of it under any contract or this Declaration, unless the Developer consents in writing to the prohibited action. The

Developer's consent shall be exercised by its appointee on the Board or other person designated to so act by the Developer.

ARTICLE VIII

OFFICERS AND THEIR DUTIES. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. The following named persons shall serve as officers until the first election of officers is conducted by the Board of Directors:

President:	Jerrell M. Davis
Vice-President:	C. John Rolls, III
Vice-President:	Timothy Bates
Secretary:	Jerrell M. Davis
Treasurer:	Jerrell M. Davis

ARTICLE IX

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

ARTICLE X

COMMENCEMENT/DURATION. The Corporation shall commence as of the filing of these Articles with the Secretary of State and shall exist perpetually.

ARTICLE XI

AMENDMENTS. Except as provided in Article VII, amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire votes of the Association.

ARTICLE XII

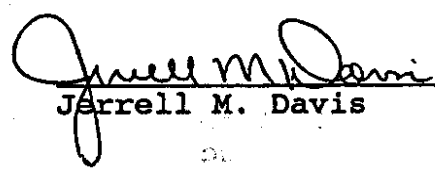
BY-LAWS. The Bylaws shall be adopted by the Directors at their first meeting. The Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy. In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and the Bylaws, the Declaration shall control.

ARTICLE XIII

INCORPORATOR. The name and street address of the Incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Jerrell M. Davis	2466 E. Michigan Street Orlando, Florida 32806

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, the incorporator of this Association, have executed these Articles of Incorporation this 25th day of MARCH, 1991.

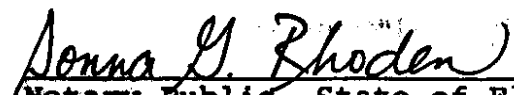


Jerrell M. Davis

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Jerrell M. Davis to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the county and state named above this 25th day of March, 1991.



Notary Public, State of Florida
at Large
My Commission Expires:

PORTER.ART

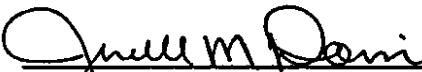
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOVEMBER 02, 1994
BONDED THRU ASHTON AGENCY INC.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In compliance with Chapter 617.023, Florida Statutes, the following is submitted:


That Porter Place Homeowners Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at City of Orlando State of Florida, has named Jerrell M. Davis, located at 2466 E. Michigan Street, City of Orlando, State of Florida, as its agent to accept service of process within Florida.

The street address of the registered office and the street address of the business of the registered agent are identical.



Jerrell M. Davis, Incorporator
Dated: 25 MARCH 91

Having been named to accept service of process for the above-stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.



Jerrell M. Davis, Registered Agent
Dated: 25 MARCH 91

FILED
1991 MAR 28 AM 11:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BYLAWS

OF

PORTER PLACE HOMEOWNERS ASSOCIATION, INC.

ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is PORTER PLACE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located 2466 E. Michigan Street, Orlando, Florida 32806, but meetings of members and directors may be held at such places within the State of Florida, County of Orange, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Architectural Review Board" shall refer to the committee(s) established by the Board of Directors and described in Article VIII of the Declaration.

Section 2. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association as they may exist from time to time.

Section 3. "Association" shall mean and refer to PORTER PLACE HOMEOWNERS ASSOCIATION, INC., its successor and assigns.

Section 4. "Board of Directors" or "Board" shall be the governing body of the Association having its normal meaning under Florida law.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Orange County Comptroller, Orange County, Florida in Official Records Book 4315, Pages 4413 through _____, on August 14, 1991, as amended from time to time.

Section 7. "Developer" shall mean and refer to Porter Place, Inc., its successors and assigns if successors or assigns should acquire more than one undeveloped Lot from the Developer for the purposes of development.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. Notwithstanding the fact that one residential structure occupies two lots as shown on the plat of Porter Place, "Lot" shall refer to each lot as shown on said plat, together with the half of the structure located on said lot.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 10. "Notice" shall mean delivery of any document by mail with postage prepaid to the last known address according to the records of the Association of the person or entity who appears as Owner in the records of the Association. If unavailable from the records of the Association, notices to an Owner will be sent to a tenant of Owner occupying the dwelling on the lot. Notice to one of two or more Owners shall constitute notice to all Owners.

Section 11. "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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 13. "Surface Water Management System" or "Stormwater Management System" shall mean and refer to the plan and system for the flow, retention and drainage of surface water on and over the Properties approved by the St. Johns Water Management District, together with all drainage easements and improvements constructed as a part of such system.

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 each year thereafter, at the hour of 5:00 p.m. 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.

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 one-fourth (1/4) of all of the memberships votes entitled to vote.

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 the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) 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, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of memberships entitled to cast, or of proxies entitled to cast, one-third (1/3) 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 Bylaws. If, however, such quorum shall not be present or represented at any meeting, the memberships 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 be represented.

Section 5. Proxies. At all meetings of members, each membership may vote in person or by 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.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors of at least three (3) but not more than five (5) directors, who need not be members of the Association so long as there is a Class B membership.

Section 2. Term of Office. The first Board of Directors named in the Articles of Incorporation shall serve until the first annual meeting of the members. At the annual meeting, the members shall elect the directors for a term of one year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the memberships of the Association. In the event of death, resignation or removal of a director, his successor shall be

selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating 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 2. 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 exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Annual Meetings. The annual meeting of the Board of Directors shall be held on March 1st of each year immediately following the annual meeting of the members. If the day for the annual meeting of the Board of Directors is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly 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 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three (3) directors, after not less than three (3) days notice to each director.

Section 4. 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, except as may be otherwise provided by law. The Directors shall act only as a Board, and the individual Directors shall have no power as such.

Section 5. Annual Report. The Board of Directors, after the close of the fiscal year, shall submit to the members a report as to the condition of the Association and its property and shall submit also an account of the financial transactions of the past year.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a membership during any period in which such membership 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;

(c) exercise for 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;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f) shall levy and collect on behalf of the Association adequate assessments against the members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

Section 2. Duties. It shall be the duty of the 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 memberships (votes) who are entitled to vote;

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which annual assessment may be increased or decreased during each year provided that the total assessment per Lot for each year shall not exceed the maximum annual assessment then in effect;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period and the effective date of each adjustment, provided, that failure to timely send said notification shall not invalidate any such annual assessment or adjustment thereto;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same or to take such other action as the Board deems suitable.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, 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 an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) operate, maintain and manage the surface water or stormwater management system in a manner consistent with the St. Johns River Water Management District permit no. 40-095-0236 M requirements and applicable District rules; and

(i) shall assist in the enforcement of the restrictions and covenants contained herein.

Section 3. Restrictions. The Developer shall be entitled to appoint one (1) member of the Board of Directors of the Association ("Board") for as long as the Developer is the owner of any of the Properties, pursuant to Article VI, Section 3 of the Declaration. While the Developer is entitled to representation of the Board, whether the Developer exercises that right to appointment or not, the Board or the Association shall have no authority to, and shall not, undertake any action which shall:

(a) prohibit or restrict in any manner the sales and marketing program of the Developer or any Owner;

(b) make any special or individual assessment against or impose any fine upon the Developer's property within Porter Place or upon the Developer;

(c) authorize or undertake any litigation against the Developer;

(d) change the membership of the Architectural Review Committee or diminish its powers as stated herein;

(e) alter or amend any Declaration, any subsequent amendment thereto, the Articles or By-Laws of the Association;

(f) terminate or cancel any contracts of the Association entered into while the initial Board was in office;

(g) terminate or waive any rights of the Association under the Declaration;

- (h) convey, lease, mortgage, alienate or pledge any easements of Common Area of the Association;
- (i) accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association;
- (j) terminate or cancel any easements granted hereunder or by the Association;
- (k) terminate or impair in any fashion any easements, powers or rights of the Developer hereunder;
- (l) restrict the Developer's right of use, access and enjoyment of any of the Properties; or
- (m) cause the Association to default on any obligation of it under any contract or this Declaration, unless the Developer consents in writing to the prohibited action. The Developer's consent shall be exercised by its appointee on the Board or other person designated to so act by the Developer.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create. The Secretary and the Treasurer may be the same person.

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 elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or 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. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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 6. 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 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) Subject to the direction of the Board of Directors, the president shall be the chief executive officer of the corporation; shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; shall co-sign all checks and promissory notes and shall perform such other duties as from time to time may be assigned to him by the Board.

Vice-President

(b) The vice-president shall act in the place and stead 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 or the President.

Secretary

(c) 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.

Treasurer

(d) 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 account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. If required by the Board, he shall give a bond for the faithful discharge of his duties in such sum as the Board may require. He shall cause an annual audit of the books of the Association to be made by a public accountant at the completion of each fiscal year.

Subordinate Officers

(e) The President, with the approval of the Board of Directors, may appoint such other officers and agents as the Board may deem necessary, who shall hold office at the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Board, 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 X

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 a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each membership 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 highest rate permitted by Florida law, and the Association may bring 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 such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: PORTER PLACE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, Florida, 1991.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of quorum of memberships present in person or by proxy.

Section 2. 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 XIV

MEMBERSHIPS

Section 1. Qualifications. Only lot owners in Porter Place or additions brought within the jurisdiction of the Association shall be members of this corporation. When two (2) or more persons are the joint owners of real property in Porter Place, or additions brought within the jurisdiction of the Association, all such persons shall be members.

Each lot shall be entitled to one (1) membership (vote). Where a lot is owned by more than one person, 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.

Whenever a member shall cease to own real property in Porter Place or additions brought within the jurisdiction of the Association, such member shall automatically be dropped from the membership of the corporation.

Section 2. Members. A member shall have no vested right, interest, or privilege of, in, or to the assets, functions, affairs or franchises of the corporation, or any right, interest, or privilege which may be transferable or inheritable, or which shall continue after his membership ceases or while he is not in good standing.

Section 3. Manner of Admission. Every person buying a lot in Porter Place, or additions brought within the jurisdiction of the Association, shall become a member and have a membership in the Association upon the acquisition of his lot.

Section 4. Memberships Not Transferable. No membership may be sold, assigned, or transferred, voluntarily or by Will or by operation of law.

Section 5. Termination of Memberships. Each membership shall cease when the member sells, assigns, transfers or otherwise disposes of his lot in Porter Place or additions brought within the jurisdiction of the Association.

Section 6. Annual Maintenance Assessment. Every membership shall be required to pay an annual assessment, the amount of which shall be determined by the Board of Directors and may be changed from year to year by the Board of Directors or by the members. Annual assessments for new memberships shall be prorated from the date of ownership is acquired to the last day of the year.

ARTICLE XV

LOSS OF PROPERTY

Section 1. Liability. The Board of Directors shall not be liable or responsible for the destruction of, loss of, or damage to the property of any member or the guest of any member, or visitor, or other persons.

ARTICLE XVI

MAINTENANCE CHARGES

Section 1. Fees. The Board of Directors shall have the right and power to subject the properties to an annual assessment which assessment shall constitute the annual assessment provided for in the Declaration of Covenants, Conditions and Restrictions. It shall be the duty of the Board of Directors to enforce and implement the provisions of the Declaration of Covenants, Conditions and Restrictions.

Section 2. Use of Funds. The funds raised by dues and assessments may be used for the following purposes:

(a) For lighting, improving and maintaining the streets and dedicated right-of-way areas maintained for the general use of the owners and occupants of land included in such subdivision.

(b) For the maintenance and repairs of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

(c) For collecting and disposing of garbage and rubbish.

(d) For employing security guards; and

(e) For doing any other things necessary or desirable, in the opinion of the Board of Directors, to keep the property neat and in good order and eliminate fire hazards, or which in the opinion of the Board of Directors may be of general benefit to the owners or occupants of the land included in Porter Place or additions brought within the jurisdiction of the Association.

Section 3. Certificate and Liens. Upon request, the corporation shall furnish to any owner or mortgagee or person interested a certificate showing the unpaid maintenance charges against any lot or lots.

ARTICLE XVII

MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Porter Place Homeowners Association, have hereunto set our hands this 14th day of AUGUST, 1991.

Signed, sealed and delivered
in the presence of:

Charles J. Miller
Roland Dubé

Jerrell M. Davis (SEAL)
Jerrell M. Davis

J. Christopher Walker

Cheri J. Miller

J. Christopher Walker

Cheri J. Miller

C. John Rolls, III

(SEAL)

C. John Rolls, III

Timothy Bates

(SEAL)

Timothy Bates

STATE OF FLORIDA
COUNTY OF ORANGE

Before me personally appeared Jerrell M. Davis to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 1ST day of August, 1991.

B. Robin Scott

Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 1, 1993
BONDED THROUGH ASHTON AGENCY, INC.

STATE OF Florida
COUNTY OF Orange

Before me personally appeared C. John Rolls, III to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 14 day of August, 1991.

Cheri J. Miller

Notary Public

My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires:
July 23, 1994

STATE OF FLA
COUNTY OF ORANGE

Before me personally appeared Timothy Bates to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 15th day of August, 1991.



Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 1, 1993
BONDED THROUGH ASHTON AGENCY, INC.

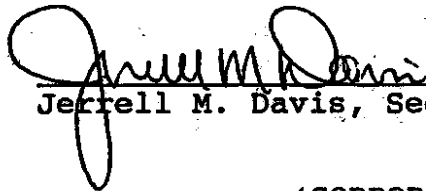
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the PORTER PLACE HOMEOWNERS ASSOCIATION, a Florida corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 14th day of AUGUST, 1991.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 14th day of AUGUST, 1991.



Jerrell M. Davis, Secretary

PORTER.BYL

(CORPORATE SEAL)

MINUTES OF ORGANIZATIONAL
MEETING OF THE BOARD OF DIRECTORS OF
PORTER PLACE HOMEOWNERS ASSOCIATION, INC.

The Organizational Meeting of the Board of Directors of Porter Place Homeowners Association, Inc. was held at the office of the Corporation, Orlando, Florida, on the 14th day of AUGUST, 1991.

All of the directors were either present in person and waived notice as a prerequisite to the proceedings herein recorded, or have indicated their consent to these proceedings by the signing hereof.

The meeting was called to order and the proposed Bylaws were presented. Following discussion and on motion duly made, seconded and carried the following resolution was adopted:

RESOLVED, that the Bylaws, a copy of which is presented to this meeting, be, and they hereby are, approved and adopted as the Bylaws of this corporation.

Nominations for officers of the corporation were made and on motion duly made, seconded and carried, the following officers were elected to hold office until their successors have been elected and qualified, or as otherwise provided in Article VIII of the Bylaws:

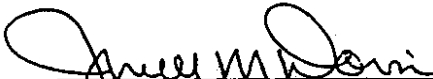
President	Jerrell M. Davis
Vice-President	C. John Rolls, III
Vice-President	Timothy Bates
Secretary	Jerrell M. Davis
Treasurer	Jerrell M. Davis

On motion duly made, seconded and carried the following action was taken:

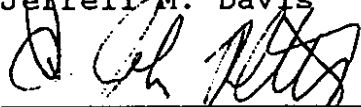
1. A seal, bearing the words and figures shown by the impression on the margin hereof, was adopted as the common corporate seal of the corporation. The officers of the corporation were, however, authorized to use such other seal as may, from time to time, be necessary or expedient.

2. First UNION was designated as the depository for the funds of the corporation and the resolutions relating to the banking authorization attached hereto were adopted.

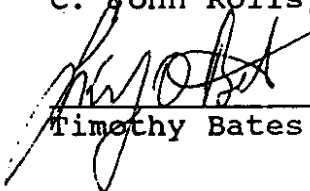
There being no further business to come before the meeting, it was adjourned.



Jerrell M. Davis



C. John Rolls, III



Timothy Bates

12-1-88

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PORTER PLACE

RETURN TO CLERK OF BCC - 4TH FLOOR COUNTY ADMINISTRATION CENTER - JEANENE

Prepared By:

JERRELL M. DAVIS
2466 East Michigan Street
Orlando, FL 32806
(407)896-2062

3853312 Orange Co. FL.
08/14/91 09:20:17am

OR4315 PG4413

Rec Fee \$	<u>145.00</u>	MARTHA O. HAYNIE,
Add Fee \$	<u>18.50</u>	Orange County
Doc Tax \$	<u> </u>	Comptroller
Int Tax \$	<u> </u>	By <u>JKK</u>
Total \$	<u>163.50</u>	Deputy Clerk

163.50

**DECLARATION OF COVENANTS
AND RESTRICTIONS FOR PORTER PLACE**

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THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR PORTER PLACE (the "Declaration") is made as of 5 APRIL, 1991, by PORTER PLACE, INC. a Florida Corporation (the "Developer").

W I T N E S S E T H

Whereas, the Developer desires to create in the real estate subdivision platted as Porter Place, a residential community with common facilities for the benefit of said community; and

Whereas, the Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of streets, retention pond, drainage pipes, landscape buffers, and subdivision walls, any entrance facility, other common facilities and other portions of the Properties and improvements thereto; and, to this end, desires to subject Porter Place to covenants, restrictions, easements, charges and liens set forth herein, for the benefit of Porter Place and each Owner thereof; and

Whereas, the Porter Place Homeowners Association, Inc., a Florida not for profit corporation, has been incorporated for the purpose of exercising said function for Porter Place and

Whereas, the Owners of the real property in the above reference subdivision are all members of the Porter Place Homeowners Association, Inc.; and

Whereas, this Declaration relates to the following described property:

SEE EXHIBIT "A"

Now, therefore, the Declaration of Covenants and Restriction for Porter Place shall read as follows and the property described above shall be held, sold and conveyed subject to these restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the land described above, and shall be binding on all parties having any right, title or interest in the subdivision or any part thereof, and shall inure to the benefit of each thereof..

ARTICLE I--DEFINITIONS

Section 1. The following words in this Declaration (unless the context shall require otherwise) shall have the following meanings:

(a) "Association" shall mean the Porter Place Homeowners Association, Inc.

(b) "Builder" shall mean a properly licensed person or entity, who in its normal course of business, or otherwise as an Owner, purchases a Lot for the purpose of constructing a Living Unit thereon for resale or builds upon an Owner's Lot.

(c) "Common Property" shall mean those areas of land intended to be devoted to the general use and enjoyment of the Owners of The Properties, including Infrastructure (as

DECLARATION OF COVENANTS
AND RESTRICTIONS FOR PORTER PLACE

defined herein), landscape buffers, any subdivision walls, and any entrance facility.

(d) "Developer" shall mean Porter Place, Inc. a Florida Corporation, and its successors, legal representatives and agents. It is specifically acknowledged that Developer status may be transferred by a recorded document executed by Porter Place, Inc. .

*See
Amendment*

(e) "Infrastructure" shall mean drainage pipes, retention ponds, and other water control facilities, roads, sidewalks, pathways, alleys, and all other improvements which are not otherwise provided for herein as (1) Utilities, (2) privately owned portions of Living Units, (3) Common Property, (4) publicly owned or dedicated facilities, or (5) other items.

(f) "Living Unit" shall mean any portion of a building or single family structure situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(g) "Lot" shall mean those areas of land shown on any recorded subdivision map of The Properties, with the exception of Common Property heretofore defined. The word Lot shall also include the Living Unit located thereon when a dwelling has been constructed on the Lot.

(h) "Member" shall mean all those Owners or others or others who are Member of the Association as provided in "Membership", under Article IV, Section I of this Declaration.

(i) "Owner" shall mean the record (including the Developer), whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties. However, no person or entity who holds such title to a Lot merely as mortgagee holding a security for the performance of any obligation shall be an Owner, unless and until such mortgagee has acquired title pursuant to foreclosure or any transaction in lieu of foreclosure. The term "owner" shall not mean a Builder (other than Developer) who in its normal course of business purchases any Lot for the purpose of constructing a Living Unit thereon for resale, unless that builder occupies or allows occupancy of a Living Unit (other than in connection with a currently pending sale), in which case it shall be an Owner for so long as it holds title to the Property.

(j) "The Properties" shall mean the Subject Property and which term shall also mean any additional subdivision, undivided land, improvements, or other facilities or rights of any nature added or joined to the Subject Property by replatting or otherwise made subject to this Declaration.

(k) "Subject Property" shall mean Porter Place according to the Plat thereof as recorded in the Public Records of Orange County, Florida.

(l) "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of

**DECLARATION OF COVENANTS
AND RESTRICTIONS FOR PORTER PLACE**

discharges from the system, as permitted pursuant to Chapters 40C-4, or 40C-42, F.A.C.

(m) "Utilities" shall mean water, electricity, gas, and telephone lines and connections, and any other public or private utilities now or hereafter existing, nonexclusively including satellite or cable television or other electronic devices.

**ARTICLE II--PROPERTY SUBJECT TO THIS DECLARATION
AND ADDITIONS THERETO**

Section 1. Property Subject to Declaration. The Subject Property is and shall be, held transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions To This Existing Property. No other contiguous lands, nor lands obtained by a merger or consolidation of the Association, nor unplatted additions in accordance with the General Plan of Development, if any, shall be added or made a part of the Subject Property without the consent of the majority of the Board of Directors of the Association and the consent of the Developer. If such consent is obtained, lands shall be added in accordance with a written Agreement between the Board of the Directors of the Association and the Developer.

Article III--DEVELOPER — See Amendment

Porter Place, Inc., a Florida Corporation, is and shall be the Developer of the Subject Property unless and until such time as one of the following events occur:

- (a) The Developer owns no Lot in the Properties; or
- (b) The Developer resigns in writing to the Board of Directors; or
- (c) The Developer sells or otherwise transfers, or assigns (voluntarily or by operation of law) all of its Developer rights and notifies the Board of Directors of the Association in writing of said Assignment.

In the event that Porter Place, Inc., should cease to be the Developer for any of the above stated reasons, the Association, or the Transferee or Assignee in the event of a transfer or assignment, shall be responsible for the duties and obligations of the Developer of Porter Place.

**ARTICLE IV--MEMBERSHIP AND VOTING RIGHTS IN THE
ASSOCIATION**

Section 1. Membership.

Every Owner, including the Developer shall be a member of the Association, and by acceptance of a deed or other instrument evidencing ownership interest, each Owner accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of the Declaration, Articles of Incorporation and the By-Laws and other rules and regulations of the Association. In addition to the foregoing, the family, guests, invitees and tenants of said Owners shall, while in or on the property, abide and be bound by the

**DECLARATION OF COVENANTS
AND RESTRICTIONS FOR PORTER PLACE**

provisions of the Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 2. Voting Rights.

There shall be two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Developer, Porter Place, Inc., and shall be entitled to one (1) membership 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 member shall be the Developer, Porter Place, Inc., and shall be entitled to three (3) membership votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On May 31, 1995. — *See Amendment*

Section 3. Board of Directors.

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than five (5), who need not be members of the Association so long as there exists Class B Membership. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
Jerrell M. Davis	2466 E. Michigan Street Orlando, FL 32806
C. John Rolls, III	2195 Springslanding Blvd. Longwood, FL 32779
Timothy Bates	2454 E. Michigan Street Orlando, FL 32806

At the annual meetings the members shall elect the Directors for the next ensuing year. The Developer shall be entitled to appoint one (1) member of the Board of Directors of the Association ("Board") for as long as the Developer is the owner of any of the Properties. While the Developer is entitled to representation of the Board, whether the Developer exercises that right to appointment or not, the Board or the Association shall have no authority to, and shall not, undertake any action which shall:

- (a) prohibit or restrict in any manner the sales and marketing program of the Developer or any Owner;
- (b) make any special or individual assessment against or impose any fine upon the Developer's property within

Porter Place or upon the Developer;

(c) authorize or undertake any litigation against the Developer;

(d) change the membership of the Architectural Review Committee or diminish its powers as stated herein;

(e) alter or amend any Declaration, any subsequent amendment thereto, the Articles or By-Laws of the Association;

(f) terminate or cancel any contracts of the Association entered into while the initial Board was in office;

(g) terminate or waive any rights of the Association under the Declaration;

(h) convey, lease, mortgage, alienate or pledge any easements of Common Area of the Association;

(i) accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association;

(j) terminate or cancel any easements granted hereunder or by the Association;

(k) terminate or impair in any fashion any easements, powers or rights of the Declarant hereunder;

(l) restrict the Developer's right of use, access and enjoyment of any of the Properties; or

(m) cause the Association to default on any obligation of it under any contract or this Declaration, unless the Developer consents in writing to the prohibited action. The Developer's consent shall be exercised by its appointee on the Board or other person designated to so act by the Developer.

ARTICLE V-- PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Use of Common Property.

Subject to the provisions of Section 3 of this Article, every Member shall have a right and easement of enjoyment in and to the Common Property if any shall be acquired or created by the Owners or the Association and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Property.

The Developer may retain the legal title to the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same. The Developer may convey to the Association certain items of the Common Property and retain others. To illustrate, the Developer may, at its discretion, immediately convey all landscaped beautification areas, street lights, or such other items to the Association upon completion of same without conveying to the Association certain other Common Property. Notwithstanding any provision herein to the contrary, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey all Common Property located within The Properties when the Developer has legally conveyed to Owners other than itself one hundred percent (100%) of the Lots within The Properties.

Section 3. Extent of Members' Rights.

The rights and easements of enjoyment created hereby shall be subject to the following:

**DECLARATION OF COVENANTS
AND RESTRICTIONS FOR PORTER PLACE**

(a) The right of the Developer and the Association in accordance with the Articles and By-Laws, to borrow money for the purpose of improving the Common Property, and in aid thereof, to mortgage the Common Property; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure; and

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the Enjoyment right of any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, and

(d) Other rights and obligations of Members, the Developer and the Association, as set forth in this Declaration or the Association's Articles and By-Laws.

ARTICLE VI--EASEMENTS

Section 1. Restrictions and Maintenance.

Easements for installation and maintenance of Utilities and Infrastructure (including drainage facilities) are reserved as shown on recorded plat of Porter Place, as may be amended, for access and usage by the Developer, the Association, and utility provider and repair companies. Within these easements, no structure, plantings, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow of drainage channels in the easements. The easement areas on Lots and all improvements in them shall be maintained continuously by the Owners of the Lots to the highest standards, except for those improvements for which a public authority or utility company is responsible.

Section 2. Developer's Rights and Duties.

Easements over the Subject Property for the installation and maintenance of Utilities and Infrastructure as shown on the recorded plat of the Subject Property are hereby reserved by the Developer, its successors and assigns, together with the right to grant and transfer the same. In the event that the Developer or its successors and assigns enters upon a Lot or any portion of the Properties in furtherance of foregoing, it shall be obligated to repair such Lot and restore it to its condition prior to such entry.

ARTICLE VII--COVENANT FOR ASSESSMENTS

Section 1. Types of Persons or Entities to be Assessed.

(a) Any and all Owners shall be subject to assessment.

(b) The Developer shall not be subject to any assessments. However, if its Developer status is lost, the Developer shall still be considered an Owner as to all the Lots to which it is the record owner of the fee simple title, but shall only pay one half (1/2) of any assessment levied against it, and in no event more than half (1/2) of the assessment for other lots in Porter Place for each lot the Developer owns.

AND RESTRICTIONS FOR PORTER PLACE

Section 2. Creation of the Lien and Personal Obligation of Assessments; Interest Rate and Late Charge Upon Delinquency.

Each Owner of any Lot by acceptance of a Deed therefor, whether or not so expressed in such Deed or other conveyance, hereby covenants and agrees to pay the Association: (1) an original assessment; (2) the annual assessments; and (3) any special assessments for capital improvements. Such assessments are to be fixed, established and collected from time to time as hereinafter provided. All such assessments and costs of collection thereof, together with interest thereon, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot when the assessment fell due.

If any such assessments (or installments thereon) are not paid when due, they become delinquent and together with cost of collection thereof including court costs and attorneys fees and interest on both, shall become a continuing lien on the Lot. The Association may cause a lien to be recorded in the Public Records giving notice to all persons that the Association is asserting a lien upon the Lot for the unpaid assessments, and costs, and interest thereon. Such administrative costs, to the extent not readily determinable shall be covered by a five percent (5%) late charge which shall automatically apply without notice and be due and payable, on the tenth (10th) day after the due date of any payment not timely made. Any greater actual amount of administrative costs incurred shall be due and payable upon the sending of notice thereof. Costs shall also bear interest from the date payable, at the highest legal rate.

If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the highest rate of interest allowed by the laws of the State of Florida, and the Association may bring an action at law against the Owner or Builder obligated to pay the same, and foreclose the lien against the Lot, and the stated interest shall be accrued on the sum of such assessment together with the costs of the action, including legal fees, whether or not judicial proceedings are involved, and also legal fees and costs incurred on any appeal of a lower court decision.

Section 3. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and the value and utility of the property of the residents of The Properties and, in particular, for the improvement and maintenance of properties, services and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed, or furnished, which are devoted to the purpose and related to the use and enjoyment of the Common Property and of the Living Units situated upon The Properties, including, but not limited to:

- (a) Payment of operating expenses of the Association;
- (b) Maintenance of any rights-of-way for the benefit of the Subject Property;
- (c) Maintenance, improvement and operation of drainage

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easements and systems;

(d) Management, maintenance, improvement and beautification of parks, lakes, ponds, buffer strips, and recreation areas and facilities and all other Common Property, including common walls and fences, and landscaping in common areas, which shall be the obligation of the Association, and improvements thereon;

(e) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the Association.

(f) Repayment of funds and deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Association;

(g) Enforcing the recommendations, opinions and determinations of the Architectural Review Board.

(h) Doing any other thing necessary or desirable, in the judgement of the Association, to keep The Properties neat and attractive or to preserve or enhance the value of the Properties neat and attractive or to preserve or enhance the value of The Properties, or to eliminate fire, health or safety hazards, or, which in the judgement of the Association, may be of general benefit to the Owners.

Section 4. Original Assessment. — *See Amendment*

The Original Assessment shall be One Thousand and Zero Hundredths Dollars (\$1,000.00) per Living Unit and shall be paid by the initial Owner of a particular Living Unit directly to the Association at the time of closing; that is, the first time a Living Unit is sold to the first purchaser, that new Owner is obligated to pay the Original Assessment. The Association may use all or any part of said sum for the purposes set forth in Section 3 of this Article. The Developer may at his option pay or give credit for this original assessment to the purchaser as described above.

Section 5. Annual Assessment. — *See Amendment*

The Annual Assessment for the year commencing August 1, 1991, shall be One Thousand Dollars (\$1,000.00) per Lot, payable in annual installments of that amount without interest unless in default. Payments are due and payable annually thereafter or as the Porter Place Homeowners Association directs. This Annual Assessment shall be in addition to the Original Assessment and shall be prorated to the date of purchase by the initial Owner, and any partial monthly installment shall be due and payable at closing by the Owner or Builder. Said assessment shall be paid directly to the Association and to be held in accordance with these provisions. The Developer has the authority to waive, give credit for or pay this annual assessment on a lot by lot basis as the developer desires without modifying the Annual Assessment requirements on other lots.

Section 6. Special Assessments for Capital Improvements.

In addition to all other assessments herein authorized, the Association may levy a Special Assessment in any assessment year applicable to that year only. However, any such assessment exceeding the annual assessment then in effect shall require the approval by a majority vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice which shall be sent to all Owners at least thirty (30) days in advance and..

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shall set forth the purpose of said meeting. Each Owner shall be obligated to pay each Special Assessment which may be made for the purpose of any defraying, in whole or part, the cost of any construction or reconstruction, or unexpected repair or replacement of any capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto.

If practical, the Association shall provide or seek financing such Special Assessments in a manner to allow the members to pay equal monthly installments (with or without balloon) but such installments shall not extend beyond sixty (60) months without majority approval by the Members.

Section 7. Adjustment to Assessments. — *See Amendment*

(a) The Association shall send written notice to the Owners setting forth any adjustment in the amount of any assessment except the Original Assessment, which may only be amended as provided in this Declaration. Such notice must be sent at least thirty (30) or more days prior to the next payment date of the assessment.

(b) The Board of Directors of the Association generally may, after consideration of current maintenance costs and future needs, adjust any assessment, once each year, to a lesser amount than the assessment then in effect or up to twenty-five percent (25%) above the assessment then in effect. Nevertheless, if in any given year, after considering the above factors, an adjusted assessment shall be determined to be necessary in excess of one hundred twenty-five percent (125%) of the current assessment, notice of same may be sent sixty (60) or more days before due, stating it is partly subject to the Owners' possible vote as described next. Then, upon written application by twenty-one (21) days after receipt of notice of such adjustment, as provided above, the Board shall call a special meeting of the Owners within thirty (30) days, upon not less than ten (10) days' written notice to each Owner. At such special meeting said assessment shall be considered and the previous assessment shall be charged to the Owners only upon the approval by a majority vote of Owners who are voting in person or by proxy at said meeting.

Section 8. Developer Assessments.

Notwithstanding any provision herein to the contrary, the assessments rights and obligations of the Developer, as set forth in Article VII, shall not be amended in any way without the written approval of the Developer, except that any such assessment may be adjusted by up to a twenty-five percent (25%) increase over the Assessment of the Previous year as provided in Section 7 of this Article VII.

Section 9. Quorum for any Action Authorized by this Article 9 and 10.

The quorum required for any action authorized by this Article shall be as follows:

At the first meeting called, the presence of Members, or of proxies, entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set

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forth in this Article VII, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 10. Certificate of Payment.

The Association shall, upon written demand at any time, furnish to any Owner liable for one or more assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessments therein stated to have been paid.

Section 11. Subordination of Association Lien to Mortgages.

The Lien of the Assessments provided for herein or any other lien by the Association shall be forecloseable only by judicial process, and shall be absolutely subordinate, junior and inferior to the lien of any institutional lender's or the Developer's first mortgage now or hereafter placed upon any lot or liability for any assessment now or hereafter due and payable. See Article VIII, Section 10 herein.

Section 12. Exempt Property.

The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated to and accepted by any local public authority and devoted to public use; (b) all Common Property as defined in Article I, section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption; and (d) all property owned by the Developer. Notwithstanding any provisions in this Section, no land, lot or improvement devoted to dwelling use shall be exempt from said assessments, charges, or liens, except as provided in this Declaration.

ARTICLE VIII--ARCHITECTURAL REVIEW BOARD

Section 1. General.

No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration be made to any previous improvement on a Lot, until the plans and specifications showing the nature, kind, shape, height, color, materials, location and all aspects of the same shall have been submitted to and approved in writing, as to the harmony of external design and location in relation to surrounding structures and topography, by the Architectural Review Board as herein defined.

Section 2. Membership of ARB.

(a) A committee within the Association know as the "Architectural Review Board", sometimes referred as the "ARB", shall consist of designees of developer. The ARB shall maintain this composition until Developer, regardless of whether or not it owns any lots, in Developer's sole discretion, determines that it no longer has an interest (nonexclusively including a mortgage, unsecured debt, or other financial interest, or a nonfinancial interest) in

Porter Place or the Association. At such time as the Developer resigns control, all members of the ARB shall then be appointed by the Board of Directors of the Association and shall serve at the pleasure of the Board. Consent of the Developer, as long as it retains the Developer status, is required to amend or alter the number of members of the ARB, which is presently hereby set as three (3) members. The initial members shall be designated by the Developer in a letter to the President of the Association when the services of the ARB become necessary. A quorum of the ARB shall be a majority. No decision of the ARB shall be binding without a quorum present and a two-thirds (2/3) affirmative vote by the Members present.

(b) Developer, for so long as it, in its sole discretion, has any interest in Porter Place Development, shall have the power to remove any member of the ARB, with or without cause.

Section 3. Planning Criteria.

In order to give guidelines to Owners and Builders concerning construction and maintenance of Living Units, the listing titled ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") has been provided for the Subject Property. A copy of the current Planning Criteria is attached as Exhibit A. The Subject Property shall be held, transferred, sold, conveyed and occupied subject to the attached Planning Criteria which may be amended from time to time by the ARB and the same, as may hereafter be amended, are hereby incorporated in and made a part of this Declaration.

Section 4 Duties.

The ARB shall have the following duties and powers:

(a) The ARB shall amend from time to time the Planning Criteria, or waive minor violations of the Planning Criteria, at the discretion of the ARB. Any amendment shall include any and all matters considered appropriate by the ARB. In its sole judgement, the ARB shall have the power to resolve any conflicts that may arise in interpreting the Planning Criteria, and has the power to modify, suspend, alter, delete, or amend the Planning Criteria. The ARB shall determine, from time to time, the suitability of restrictions or guidelines that may have become obsolete, or otherwise inappropriate.

(b) The ARB shall consider whether to approve all buildings, fences, walls, pools or other structures which shall be commenced, erected or maintained upon The Properties and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, color, height, material type, and location of the same and shall approve or deny the same in writing as to the harmony of the external design and location in relation to surrounding structures and topography.

(c) The ARB shall consider whether to approve or deny any other buildings plans and specifications, Lot grading and/or landscaping plans.

(d) The ARB may require to be submitted to it for approval any and all samples of building materials proposed as well as any other data or information deemed necessary to reach its decision.

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(e) The ARB shall require each Owner to submit four (4) sets of plans and specifications to the ARB prior to obtaining a building permit; two (2) sets (if approved) shall be returned to the Owner within fifteen (15) working days. One (1) set shall be given to the Developer, and one (1) set shall be retained by the ARB.

Failure to receive an approved set within fifteen (15) working days after submittal of same to the ARB shall be deemed a denial by the ARB. The Owner may then elect to meet with a representative of the ARB to determine if changes may be made to the plans and specifications as submitted that would then be acceptable to the ARB for approval. If this is possible, the amended plans and specifications may then be resubmitted for approval. If the plans and specifications are such that the ARB cannot conceive of any approval due to mere changes, then completely redesigned sets of plans and specifications must be submitted for consideration by the ARB and the approval/denial process shall begin again.

Once an approved set of plans is obtained, the work contemplated must be timely performed substantially in accordance with the plans and specifications as approved. All approvals of plans or specifications must be evidenced by the signatures of at least two members of the ARB or one signature and ARB seal on the plans and/or specifications and shall be presumptive proof of the approval by the ARB of such plans and/or specifications.

(f) For any of the above, all of the conclusions and the opinions of the ARB shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc., is not consistent with the planned development of The Properties or contiguous lands thereto, then the ARB shall have complete discretion to disapprove said plan and prevent construction, by injunction or any other legal remedy, if necessary. The ARB may (but is not required to) issue conditional approval, clearly stated as such and indicating the general nature of the condition, requiring resubmission.

(g) While the Developer remains in control of the ARB, no fee will be charged for the approval of Plans and/or specifications for new homes. The ARB shall have the power to set and subsequently modify reasonable fees for the building approvals and review of the applications. Subsequent homeowners desiring to submit plans for modifying existing homes shall pay a processing fee of \$25. The ARB shall have control of all funds paid to it for the processing fee, and shall use such funds in its discretion in accordance with its duties, including reasonable compensation to ARB members. No accounting as to such funds is required to be given to the Association by the ARB.

Section 5. Initial Construction of a Living Unit.

The Owner who initially constructs the Living Unit must complete such construction in a timely manner and substantially in accordance with all plans and specifications approved by the ARB, including plans for Lot grading, building plans and specifications, landscaping plans, pool plans and any other plans for construction of any improvement on the Lot (the "Construction"). The Owner shall notify the ARB in writing when the Construction has been completed and

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the ARB shall, within ten (10) days of receiving such notice, make an inspection to verify compliance with the approved plans.

Should the ARB or the Developer determine that the Construction has not been completed in accordance with the approved plans and specifications, the ARB shall notify the Owner, or Builder, in writing, citing the deficiencies, and the Owner or Builder shall within fifteen (15) days after receipt of such notice commence correction of the deficiencies, and continue in an expeditious manner until all deficiencies have been corrected or the issues resolved.

Should such Construction not be completed in a timely manner as determined solely by the ARB, or not be completed in accordance with the plans and specifications approved by the ARB, the ARB, the Board of Directors of the Association, or the Developer, shall have the right to seek specific performance by the Owner or Builder, to complete the Construction as approved by the ARB; or in the alternative, to enter upon the Lot and complete the Construction as approved at the expense of the Owner, subject, however, to the following provisions. Prior to commencement of any work on a Lot, the Association, the ARB or the Developer must furnish prior written notice to the Owner at the last address listed in the records of the Association or the Owner to complete the construction within said 15 day period of time. The ARB shall have the right to enter in or upon any such Lot or to hire personnel to do so to complete the Construction as approved by the ARB. The cost of such work, including labor and materials, shall be assessed against the Lot Owner by the Association, the ARB or the Developer when such work is performed, and the Association, the ARB or the Developer may record a Claim Of Lien against the Lot for the work performed. The amount claimed shall be a lien upon the lot and an obligation of the Owner, due and payable upon the recording of the Claim of Lien, and may also be enforced and collected in the same manner as for the assessment pursuant to the Article VIII herein. The rights of the Association shall include the right to impose a lien against the Subject Lot and foreclose thereon, and the right to collect said charge as a personal obligation of the Owner. Such rights are subject, however, to the provisions of Section 11 of Article VII and Section 10 of this Article VIII in connection with subordination of the lien to certain mortgages and the exemptions set forth therein. Should the ARB, Developer or the Board of Directors of the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and collection costs incurred (including the ARB's and Association's administrative costs), whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner, and secured by the Claim of Lien. The ARB, the Developer and the employees, shall not be liable to any Owner or Builder for any damages or injury to the property or person of the Owner by actions related to these Covenants and Restrictions, unless caused by gross negligence of the ARB, Developer or the Board of Directors. The provisions of this Section are not intended to modify or supersede any rights and/or remedies contained in any agreement between Developer and a Builder or any contract between Developer and an Owner.

Section 6. Certificate Of Approval.

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Upon completion of the Construction, or upon correction of the deficiencies cited by the ARB or the Developer, the Owner or Builder shall notify the ARB in writing to inspect the Lot. In addition, the Owner or Builder shall provide a Lot survey certified by a Florida Registered Surveyor showing all improvements, including foundations if represented by the ARB. If the ARB determines that the Construction has been completed in accordance with the approved plans and specifications, the ARB shall issue to the Owner, or Builder, a "Certificate of Approval" executed by one (1) of the members of the ARB, with ARB seal.

Until such time as a Certificate of Approval is issued, the current Owner and all future Owners of the Lot shall be obligated to complete the Construction as approved by the ARB. The issuance of a Certificate of Approval shall be conclusive evidence that the Construction as approved by the ARB has been completed, but shall not excuse the Owner from the requirement that future changes to such plan be submitted to and approved by the ARB.

Section 7. Faulty Construction.

If at any time during the course of construction the ARB, in its sole discretion, determines that the construction fails to comply in any manner with these Covenants and Restrictions, or the Planning Criteria, then the ARB may, by delivering a Stop Work Order, immediately force the Builder or Owner to cease work on the Lot. At that time, it shall be incumbent upon the Owner or Builder to secure written Revocation of the Stop Work Order, from two Members of the ARB, prior to any further construction on the Lot. The Owner or Builder shall secure such Revocation by satisfying the ARB that it will cure any deficiencies in construction to the satisfaction of the ARB, and henceforth comply with these Covenants and Restrictions and the Planning Criteria. Such Stop Work Orders may be recorded, in the discretion of the ARB. The Stop Work Order may be specifically enforced, and all costs and reasonable attorneys' fees of the ARB in said enforcement shall be paid by Owner or Builder.

Section 8. Alteration of Existing Living Unit. The Owner who makes exterior additions to, or changes or alterations to, any improvement, or who constructs any new improvements on the Lot after the initial construction and receipt of a Certificate of Approval as described in Section 6 above complete all such work (the "Alterations") in a timely manner, and substantially in accordance with all plans and specifications approved by the ARB. The Owner shall notify the ARB and the Developer, in writing, when the Alterations have been completed and the ARB shall, within ten (10) days of receiving such notice, make inspections to verify compliance with the approved plans.

Should the ARB or Developer determine that the Alterations have not been completed in accordance with the approved plans and specifications, the ARB or the Developer shall have all the same rights and obligations as provided in Section 5 of this Article to assure completion of the Alterations.

If correction of the deficiencies is not commenced within fifteen (15) days, or if such correction is not continued thereafter in an expeditious manner, the ARB, the Developer, or the Board of Directors of the Association, shall be entitled to record in the Public Records a "Notice of Non-Compliance" setting forth the fact that the Owner has not

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completed the Alterations in accordance with the approved plans and specifications and that the ARB, Developer, or the Board of Directors of the Association, has the right to seek legal action to force the Owner or any grantee of the Owner, to complete the Alterations in accordance with the plans and specifications. Said "Notice of Non-Compliance" shall contain the legal description of the Lot. Once recorded, the "Notice of Non-Compliance" shall constitute a notice to all potential purchasers from the Owner and assignees or purchasers from the Builder that the ARB or the Developer has the right to enforce completion of the Alterations against the Owner, or any grantee of the Owner. Should the Alterations not be completed in a timely manner as determined by the ARB or the Developer, or should the correction of the deficiencies not be commenced within fifteen (15) days after notice and continue thereafter in an expeditious manner until completion, or should the alterations not be completed in accordance with the plans and specifications approved by the ARB, the ARB shall have the same rights and obligations as provided in Section 5, of this Article to enter the Lot and make such corrections or modifications, and to cause a Lien to be recorded in the Public Records to give notice that the Owner, or Builder, owes the Association for the cost of such corrections or modifications.

Once the ARB determines that the Alterations have been completed in accordance with the approved plans and specifications, the ARB or the Developer shall issue to the Owner a Certificate of Approval in recordable form, which shall make reference to the recorded "Notice of Non-Compliance", and be executed by a majority of the members of the ARB with the corporate seal of the Association affixed. The recording of the Certificate of Approval in this instance shall be conclusive evidence that the Alterations as approved by the ARB have been completed but shall not excuse the Owner from the requirement that future changes, modifications or alterations be submitted to and be approved by the ARB.

Section 9. Enforcement Against Builders or Owner.

Either the ARB or the Developer may utilize any available legal or equitable remedies against any Builder or Owner or other party who violate provisions of these Covenants and Restrictions.

Section 10. Subordination of ARB Lien to Mortgages.

Any Claim of Lien recorded by the ARB for assessments or otherwise shall be absolutely subordinate, junior and inferior, to the lien of any first mortgage issued to an institutional lender or the Developer, either prior to commencement of the Construction or Alterations, or thereafter. This subordination shall not relieve the Owner or any future Owners from liability or the other provisions of this Article VIII. See Article VII, Section 11 herein.

Section 11. Subsequent "Certificate of Approval" Not Necessary Unless "Notice of Non-Compliance" Recorded.

Notwithstanding anything herein to the contrary, the provisions of Section 5 and 6 herein shall be applicable to initial construction and the recording of a "Certificate of Approval". It will not be necessary for an Owner to obtain and record a "Certificate of Approval" for any Alterations

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unless a "Notice of Non-Compliance" is recorded in the Public Records in accordance with Section 7 herein.

Section 12. Enforcement of Planning Criteria.

In addition to the other duties set forth above, the ARB, along with the Developer and the Association, shall have the right and obligation to enforce any and all provisions hereof relating to Planning Criteria, which may be amended from time to time by the ARB or the Association. Should any Owner fail to comply with the requirements hereof, or of the Planning Criteria, after thirty (30) days written notice, the ARB, the Developer, or the Association shall have the right to enter upon the Lot, make such corrections or modifications as are deemed necessary, or to remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. The ARB, the Developer, or the Association may cause a lien to be recorded in the Public Records, collect costs or incur liabilities in the manner provided in Section 5 of this Article VIII. Any complaints by Owners about enforcement of Planning Criteria or Restrictions should be in writing to the chairman of the ARB and the President of the Association.

Section 13. Indemnification.

(a) Subject to the conditions set forth below, the Association shall indemnify all members of the ARB or former members of the ARB against reasonable expenses, including attorney's fees, settlement payments, judgments and fines actually incurred by them in connection with the defense of any action, suit or proceeding, or threat or claim of such action, suit or proceeding, no matter by whom brought or in any appeal in which they or any of them are made parties by reason of being or having been a member of the ARB, except in relation to matters as to which any such member of the ARB shall be judged in such action, suit or proceeding to be liable for willful misconduct.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, if authorized by all members of the non-interested members of the Board of Directors of the Association, upon receipt of a signed agreement by or on behalf of the person so benefited to repay such amount if it shall ultimately be determined that he or she is not to be indemnified by the Association as authorized herein.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a member of the ARB, against any liability asserted and incurred in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify such member against such liability under the provisions of the Articles of Incorporation of the Association.

Section 14. The Board of Directors of the Association.

The Board of Directors of the Association shall agree to follow and help to enforce any and all recommendations, opinions and determinations of the ARB in any capacity available to it, unless the Board unanimously votes against the recommendations, opinions or determinations of the ARB.

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ARTICLES IX--EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance.

The exterior yard and general vacant lot and living unit maintenance and mowing shall be the responsibility of each owner. The Common Property maintenance shall be the responsibility of the Association. The Association shall have the right and authority to establish a maintenance business or subcontract the work for mowing of all grass, both common and private within Porter Place. The purpose of this work will be to insure all grass is mowed on a proper schedule and order, thereby leaving a good appearance throughout the subdivision. Work will be performed at a cost basis to the owners and may also include swimming pool maintenance, vehicle washing and the staffing of the security guard. Exceptions to mowing by the Association will be approved on a case by case basis upon the owners written request (for example, the owner's children may do the mowing) and the association may approve the request but stipulate it be done to coincide with the day that adjoining lots are being mowed by the Association. This maintenance work by the Association will increase the "private" subdivision status, enhancing security, reducing traffic and overall be less expensive for the owners for the same service if contracted directly. The Association has the right and authority to determine if a lot or living unit is not being maintained properly and in accordance with established Porter Place standards. If the Association desires to do maintenance work accordingly, the Association must furnish fifteen (15) days prior written notice to the Owner if the maintenance problem involves yard work and thirty (30) days' prior written notice if the maintenance involves structural or other exterior work. Notice must be given to the Owner at the last address listed in the Association's records for said Owner, and at any other last known address, notifying the Owner that unless certain specified repairs or maintenance are made within said fifteen (15) or thirty (30) day period the Association shall make said repairs and charge same to the Owner. Upon the failure of the Owner to act within the required period of time the Association shall have the right to enter in or upon any such Lot or to hire personnel to do so to make necessary repairs or maintenance as are so specified in the above written notice. In this matter the Association shall have the right to paint, repair, remove, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, walls, shrubs, grass, walks, pools, machinery and appliances, fences, garbage containers, vehicles (air, land, or water), and other exterior items.

Section 2. Assessment of Cost.

The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed and shall be due and payable within ten (10) days after notice thereof is sent, and shall be deemed to be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article VII hereof; and, as part of such annual assessment or charge shall become due and payable in all respects as provided in Article VII hereof, including, but not limited to, interest thereon and the right of the Association to record a lien against the Lot for the cost of the maintenance along with interest, any attorneys' fees including appellate proceedings and costs and administrative fees and collection costs. The Board of

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Directors of the Association, when establishing the annual assessment against each Living Unit for any assessment year as required under Article VII hereof, may add thereto the estimated cost of grouping or class of Lots, but shall thereafter make such adjustment with the Owner, or Builder, as is necessary to reflect the actual cost thereof.

Section 3. Surface Water or Stormwater Management System.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns Water Management District.

ARTICLE X-- RESTRICTIVE COVENANTS

The Subject Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Developer, each and every Owner and Builder, and their respective heirs, personal representatives, successors and assigns, as follows:

Section 1. Land Use.

(a) No Lot shall be used except for residential purposes. No building shall be erected upon any Lot without the prior approval thereof of the ARB as set forth herein. There shall only be one Living Unit per Lot except to the extent servants quarters may be legally permitted on the Lot provided the ARB has given prior approval. No Owner may subdivide his Lot, for any reason whatsoever. The ARB and Developer may approve the construction of one Living Unit for two lots combined or three lots combined for the building of two Living Units.

(b) No business, or any noxious or offensive activity, shall be carried on upon the Lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.

(c) No cows, cattle, horses, hogs, poultry or any other animals shall be raised or kept on The Properties, other than domestic dogs, cats and any other standard house pet.

(d) No dogs, cats or other permitted pets (as determined from time to time by the ARB) will be allowed to run loose on The Properties. All dogs, cats, and other permitted pets must be kept inside the Living Unit or within a walled area or walked on a leash. No runs for dogs or other animals shall be permitted.

Section 2. Living Unit Quantity and Size.

No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed thirty-five (35) feet in height above the building grade, except the following permitted buildings, subject to the ARB's discretionary approval. Such permitted buildings may include garage, swimming pool enclosure, guests quarters, greenhouse, storage room and/or tool room. Unless

OR 4315 PG 4433

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approved in advance by the ARB, both as to the use as well as the location and architectural design, no such buildings may be constructed separate and apart from the Living Unit. Any Living Unit shall have a minimum of two thousand two hundred (2200) square feet of heatable living area, exclusive of open porches or garages. The Developer and the ARB reserve the right to reduce or increase the 2200 square foot size by as much as ten (10) percent on a case by case basis.

Section 3. Building Location.

Approval for the location of any Living Unit on a Lot must be obtained from the ARB prior to the commencement of any construction.

The location of any building on any Lot shall comply with the following:

(a) The Living Unit shall be located a minimum of thirty (30) feet from the front Lot line, eight (8) feet from the side Lot lines, twenty (20) feet on side street Lot lines, and thirty-five (35) feet from the rear Lot line. *See Amendment*

(b) Front building setbacks shall vary on abutting Lots a maximum of five feet, unless an exception is approved by the ARB.

(c) All house plans submitted to the ARB must show a lot survey showing site location of proposed structures, with footings noted, demonstrating the exact proposed front, side and rear setbacks, as well as driveway and sidewalk locations. All submissions shall be drawn to scale.

Section 4. Certain Prohibitions; ARB Authority. — *See Amendment*

The following are strictly prohibited: window air-conditioning units, vehicle repair (land, sea or air), exterior television, radio or electronic antennas and satellite dish antennas. The ARB shall have the authority from time to time to include within its promulgated residential planning criteria other restrictions or clarifications on the foregoing and regarding such matters as restrictions or prohibitions as to "for sale" signs, mailboxes, structures, nuisances, garbage and trash disposal, removal of trees, gutters, easements, game and play structures, swimming pools, sight distance at intersections, utility connections, driveway construction, and such other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria for residential planning criteria promulgated by the ARB, set forth in Exhibit A hereto, as may be amended from time to time. However, once the ARB promulgates certain restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies or changes same and/or promulgates new restrictions as set forth by the ARB.

Section 5. Association Rights.

The Association shall have the rights set forth in Section 4 above, at such time as Developer may elect but no later than the time scheduled in Article III.

ARTICLE XI-- ADDITIONAL COVENANTS AND RESTRICTIONS.

No Lot Owner (other than the Developer), without the prior

**DECLARATION OF COVENANTS
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written approval of the Board of Directors of the Association, and in accordance with Article XII of the Declaration, may impose any additional covenants or restrictions on any part of the Subject Property.

ARTICLE XII--AMENDMENT.

Section 1. General Requirements.

A. Developer Approval Required. No amendment as indicated in this Article XII shall be effective or valid, unless (a) no party has Developer status as indicated in this Declaration, or (b) the Developer consents to the amendment in writing.

B. Amendment Provisions; Vote Required. Reference is made to the provisions relating to assessments and amendments thereof, as set forth in Section 7 of Article VII of this Declaration. Any other provisions, covenants or restrictions herein may be amended in accordance with this Article XII. By a majority Vote, the Members of the Association may change or amend any provision hereof, except as above mentioned, in whole or part.

C. Procedure. A proposed amendment may be instituted by the Developer, the ARB, the Association, or by a petition signed by fifteen (15%) percent of the Members. A written copy of the proposed amendment shall be furnished to each Member at least thirty (30) days but not more than ninety (90) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting.

The amendment approved by a majority vote of the Members shall be executed by the President and Secretary of the Association and recorded in the Public Records. The recorded amendment shall contain a recitation that (1) sufficient notice was given as set forth herein; (2) the Members approved the amendment by a majority vote either in person at the meeting or in writing before or after the meeting, but before the recording of the amendment; and (3) Developer approval in writing was obtained, or was not required. Said restrictions shall be conclusive as to all parties, and all persons of any nature whatsoever shall have full right to rely upon said recitations in such recorded amendment without the necessity of any Members executing the amendment.

Section 2. Amendment by Developer.

While the developer controls the Association, namely, while it still has Developer status in accordance with Article III of this Declaration, the Developer reserves and shall have the sole right to amend these covenants and restrictions in any manner. Any amendment by the Developer shall not be deemed to retroactively place a previously approved structure in violation of this Declaration as to any Lot, unless the Owner of the Lot joins in such amendment by executing the document to be recorded in the Public Records or executes a separate instrument to be recorded in the Public Records.

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Add Amendment

**DECLARATION OF COVENANTS
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ARTICLE XIII-- DURATION

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Developer, and their respective legal representatives, heirs, successors and assigns until amended, modified or terminated according to the terms hereof.

ARTICLE XIV--Enforceability

Section 1. Enforcement of Provisions.

If any person, firm, corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, an individual, Owner, the ARB (as appropriate), or the Association, to maintain a proceeding in any court of competent jurisdiction against any party so violating or attempting to violate, or failing to comply with any covenants or restrictions for the purpose of (1) recovering damages against such party, (2) preventing or enjoining all or any such violations or attempted violations, or (3) requiring compliance with any covenants or restrictions. Should the Developer, an individual Owner, the ARB, and/or the Association be required to enforce any provision hereof, the reasonable administrative and collection costs incurred, and the reasonable attorneys' fees and costs incurred prior or during trial and appeal of such judicial proceedings, shall all be collectable from the party against which enforcement is sought. The remedies contained in this provision shall be construed as cumulative and not exclusive of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, any individual Owner, the ARB, or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 2. Separability of Provisions.

The invalidation of any provision of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 3. Notices.

Any notice required to be sent to any Member or other Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the record of the Association at the time of such mailing, and to any other address of record.

**DECLARATION OF COVENANTS
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ARTICLE XV-- LIABILITY OF ASSOCIATION.

The Association, the Developer, and their Directors and Officers, former Directors and Officers, and members or former members of all committees appointed by the Board of Directors or the Developer, shall not be liable for any action or omission, by any of them, unless they shall be judged in any action, suit or proceeding to be liable for willful misconduct. No Member or Owner may collect any judgement against any of them unless they shall be judged guilty of willful misconduct.

**ARTICLE XVI -- DEVELOPERS AGREEMENT;
CERTAIN COUNTY ACCESS EASEMENTS**

Section 1. Requirements for and by Developer's Agreement.

The Properties shall contain Infrastructure, Utilities, and/or Common Property containing other improvements, (collectively referred to in this Article as the "COMMON IMPROVEMENTS") which will not be dedicated to ORANGE COUNTY, FLORIDA (a political subdivision of the State of Florida) or to the use and enjoyment of the general public but will be privately owned by the Developer and/or the Association and/or Owners. As a condition of permitting the privately owned COMMON IMPROVEMENTS, it is required by ORANGE COUNTY, FLORIDA pursuant to a Developer's Agreement and/or similar requirements, as may be amended from time to time, that the Developer provide for certain services, funds, indemnification and/or similar requirements, as may be amended from time to time, that the Developer provide for certain services, funds, indemnification and/or other considerations, actions, omissions, restrictions, conditions or other matters as to the Properties. A substantial part or all of such matters are contemplated to be or become the primary responsibility of the Association. Accordingly, it is hereby provided that, upon written request by the Developer prior to or within twenty-four (24) months or any longer reasonable period after the incurrence by the Developer of any damages of any nature by virtue of the foregoing, the Association shall indemnify, defend, preserve, protect and hold harmless the Developer from same, including attorneys fees (at the appellate level or otherwise) for the determination, protection or enforcement of the Developer's rights under the Developer's Agreement or these Declarations, as to the foregoing. Without limiting the generality of the foregoing, the following shall also be subject to the above provisions.

A. First Year of Maintenance by Developer and thereafter by Association. The Developer is required by ORANGE COUNTY, FLORIDA to maintain the COMMON IMPROVEMENTS referred to above for one (1) year following their completion, notwithstanding any provision herein for any earlier maintenance by the Association, as to which the Developer shall be indemnified as indicated above. Also, after said year the Association is required by ORANGE COUNTY, FLORIDA to assume all obligation for the maintenance and upkeep of the COMMON IMPROVEMENTS described above, and by this provision shall be deemed to do so unless the Developer shall so act for and on behalf of the Association, to be indemnified as indicated above.

AND RESTRICTIONS FOR PORTER PLACE

B. Deposit of Year's Assessments with Association by Developer. The Developer is required to deposit with the Association an amount of money equal to the total annual homeowner's fees which would be collected from the Owners of 100% of the Lots, before the Developer shall be relieved of its duty to maintain the COMMON IMPROVEMENTS indicated above, and for which the Developer shall be indemnified as set forth above.

C. Indemnification of County. The Developer is required to indemnify ORANGE COUNTY, FLORIDA as to certain matters relating to the COMMON IMPROVEMENTS referred to above, as to which the Developer will be indemnified by the Association as indicated above. Also, once the responsibility for maintaining the Improvements has shifted to the Association, then the Association shall indemnify and hold the County harmless from all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level), resulting from or relating to the use, construction, or maintenance of the Improvements.

Section 2. Access Easements Required by County.

A. Drainage System Emergency Access. The Developer hereby grants and dedicates to ORANGE COUNTY, FLORIDA emergency access easements over, and by Common Property to, the private drainage systems for emergency maintenance purposes in the event inadequate maintenance of the drainage system creates a hazard to the public health, safety and general welfare. Recording of this dedication shall not be deemed to impose any obligation, burden, responsibility or liability upon the County to enter upon the subject property and take any action to repair or maintain the drainage system.

B. Certain Other Necessary Access. Reference is made to the provisions in the attached Architectural Review Board Planning Criteria, EXHIBIT A, hereto, for easements for public or private Utilities installation and repair. The Developer also hereby grants and dedicates to governmental fire protection services, police and other agencies, and, to the extent currently approved by the Association, to delivery, pick-up or other private companies providing necessary services to the Properties or Owners, perpetual non-exclusive ingress and egress easements over the private road system.

IN WITNESS WHEREOF, The Developer, Porter Place, Inc., has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of the day and year first above written.

Signed, sealed and deliver in the presence of:

John Brown
Donna G. Rhoden

PORTER PLACE, INC.
a Florida Corporation

By: Jerrell M. Davis
Jerrell M. Davis
President



DECLARATION OF COVENANTS
AND RESTRICTIONS FOR PORTER PLACE

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerrell M. Davis, President of Porter Place, Inc., a Florida corporation named as Developer in the foregoing Declaration, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of April, 1991.

Donna M. Phodan
Notary Public

My Commission Expires
NOTARY PUBLIC STATE OF FLORIDA AT LARGH
MY COMMISSION EXPIRES NOVEMBER 02, 1994
BONDED THRU ASHTON AGENCY INC

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LEGAL DESCRIPTION

EXHIBIT "A"

That part of the Northeast Quarter of Section 6, Township 23S., Range 30E., Orange County, Florida described as follows:

Beginning at the intersection of the South Right-of-Way line of Kaley Avenue, A 60.00 foot Right-of-Way, and the East Right-of-Way line of Bumby Avenue, a 60.00 foot Right-of-Way; Thence South 00 degrees 31 minutes 13 seconds West, along said East Right-of-Way line, 1267.82 feet to the North Right-of-Way line of Grant Street, a 60.00 foot Right-of-Way; Thence South 89 degrees 42 minutes 22 seconds East, along said North Right-of-Way line, 1253.41 feet to the West Right-of-Way line of Peel Avenue, a 80.00 foot Right-of-Way; Thence North 00 degrees 30 minutes 08 seconds East, along said West right-of-Way line, 1267.76 feet to the South Right-of-Way line said of Kaley Avenue; Thence North 89 degrees 42 minutes 13 seconds West, along said South Right-of-Way line, 1253.01 feet to the point of beginning. Containing 36.47 Acres more or less.

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PAGE 1

SELLER

BUYER

James M. Davis

ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA
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EXHIBIT B

to Declaration of Covenants and Restrictions for Porter Place is made as of 5th OF APRIL, 1991.

The following are minimum guidelines ONLY and the ARB can require more stringent requirements or can waive these guidelines, as it determines, in the best interest of the Porter Place community.

1. Building Type and Location.

No Building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed thirty-five (35) feet in height, with a minimum of two thousand two hundred square feet of heatable living area, exclusive of open porches and garages. Each living area shall have a private and closed garage for not less than two (2) standard size cars. All storage rooms or tool rooms attached to the ground floor of such garage must be approved by the ARB as to use, location and architectural design. No garage, swimming pool enclosure, servants quarters (if legally permitted), greenhouse, tool or storage rooms, or any other structure may be constructed separate and apart from the Living Unit, nor can any structure be constructed prior to the Living Unit unless approved by the ARB.

The location of any Building on any Lot shall comply with the following:

(a) The Living Unit shall be located a minimum of thirty (30) feet from the front Lot line, eight (8) feet from the side Lot lines, twenty (20) feet on side street Lot lines, and thirty-five (35) feet from the rear Lot line.

*See
Remarks*

(b) Front setbacks shall vary as approved by the ARB.

(c) All house plans submitted to the ARB shall have a Lot boundary showing site location of proposed structures, and the exact proposed front, side and rear setbacks, as well as driveway and sidewalk locations. All submissions shall be drawn to scale.

2. Roofs and Ceilings.

Flat roofs shall not be permitted unless specifically approved by the ARB. Approval for flat roofs may be granted for rear covered porches and parts of the main body of a Living Unit if determined to compliment the home's design.

The composition of all pitched roofs shall be concrete or clay tile, asphalt fiberglass shingle or other compositions as approved by the ARB. All pitched roofs must have a minimum of a 4/12 slope.

The minimum interior ceiling height of all structures shall be 8'0" throughout except bath areas and dropped soffits.

3. Garages.

All primary garage door entries shall be equipped with automatic garage door opening devices. Each Living Unit must include a garage a minimum size of at least twenty (20) feet by twenty-four (24) feet. No carports shall be permitted,

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unless specifically approved by the ARB. Side entry garages are desirable, however, the ARB will consider the lot size and house style in their approval process.

4. Driveway Construction.

All Living Units shall have a paved driveway constructed of concrete or materials as may be approved by the ARB. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and meet original construction standards.

5. Exterior Materials.

The ARB shall approve all exterior building materials. Eight inch (8") struck joint concrete block shall not be permitted on the exterior of any Living Unit detached structure or fence. The ARB shall not permit the use of artificial or imitation wood, brick, or stone.

6. Signs.

Only one informational "Open House or For Sale" sign, as designed by the Porter Place Homeowners Association, or the developer will be permitted to be displayed. The user of the sign shall pay for the cost of said sign. No other real estate signs will be permitted without written approval by the ARB.

7. Game and Play Structures.

All game or play structures of any nature shall be located in a completely walled back yard so their view is not seen from the street or adjoining property.

8. Fences. — *See Amendment.*

No chain link, wood, vinyl, or similar type fence material shall be permanently installed in Porter Place unless approved by the ARB. Wrought iron or aluminum fences around pool decks may be approved by the ARB. Construction of temporary fences for safety, security, or other similar type uses shall be permitted for the minimum amount of time necessary. All temporary fences shall require ARB approval prior to their installation.

9. Privacy Walls.

All privacy walls constructed in Porter Place shall comply with the following:

A. All privacy walls shall be concrete block construction with a stucco and paint finish on all sides except the privacy walls constructed by the Developer. These walls shall be of stucco and paint finish on the inside of the wall only, with the outside (public street side) left with the manufacture finish.

B. All construction and maintenance of said walls shall be strictly subject to the rules and regulations as determined by the ARB from time to time.

C. All privacy walls built between adjacent lots within Porter Place shall be constructed as per ARB approval. These walls shall be constructed solely on the Owners property.

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D. Structural elements of privacy walls shall be perpetually maintained by the Owners of said property, at their expense.

E. All privacy walls shall be cosmetically and structurally maintained perpetually as directed by the ARB. The cost of said cosmetic maintenance shall be borne by the property owner that will be benefited where said maintenance has been requested.

10. Land Clearing.

Provided prior construction plan approval has been obtained from the ARB all tree removal and land clearing shall not require any further approval. All materials resulting from the clearing of any lot shall be disposed of as soon as possible and may not be stored upon any properties within Porter Place.

11. Landscaping.

A detailed landscaping plan for each Living Unit must be submitted to and approved by the ARB prior to commencement of any landscaping. As guidelines for the required landscaping plan to be submitted to and approved by the ARB, the plan should show cypress mulching, shrubbery, flowers, and other similar plantings, with a cost for labored material of not less than three thousand dollars (\$3,000.00). This required landscaping shall specifically not include the cost of sod, irrigation system, and trees required by both the ARB and any other governmental authority.

All living units shall also be subject to the following:

A. Each Living Unit shall also be required to have at least two (2) trees, a minimum of 8' in height and 34" in diameter, planted and maintained in the front yard of each Lot. The type of tree submitted shall be subject to ARB approval.

B. Irrigation must be provided to the edge of the curb or lot lines for all landscaped or sodded areas. A concealed automatic sprinkler system shall be installed for this purpose and shall be maintained so as to provide year-round full coverage of all open areas.

C. All sodding in Porter Place shall be restricted to Floratam (*Stenotaphrum scundatum* Floratam). The ARB, in its sole discretion, shall reserve the right to change sod type from time to time.

12. Swimming Pools.

Any swimming pool to be constructed on any Lot shall be subject to the requirements of the ARB, which include, but are not limited to the following:

A. All pools shall be built in accordance with all applicable governmental requirements.

B. Only pools of concrete or gunite construction shall be permitted. No fiberglass, vinyl lined or above ground pools are permitted.

C. All pools shall be constructed in the ground and concrete retaining walls may be permitted around the fill

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dirt surrounding pools constructed as necessary.

D. The screening of pools shall be approved by the ARB and any such screening generally should not be visible from the street in front of the Living Unit, and must be constructed of aluminum and screening material in a style, color and design to compliment the Living Unit without adversely affecting the abutting property or Porter Place in general.

E. In the event an owner of a Living Unit does not desire a screen enclosure, then a painted wrought iron or aluminium fence shall be installed around the pool deck area in a style, color and type approved by the ARB. An exception to this is when the back yard is fully enclosed with a privacy fence that is a minimum of five feet high and meets local safety codes for pools.

13. Garbage and Trash Disposal.

No Lot shall be used or maintained as a dumping or storage area for rubbish, trash, or other waste or construction material. All Living Units shall have a designated area for trash containers so that they may not be seen from the street or abutting property. On designated trash pick-up days, plastic or disposable bags may be left at the curb, however should damage or incident occur that allows trash to be spread or not picked up, the Owners of said Living Unit's trash shall immediately clean the area and take actions to prevent recurrence. No burning of trash or other waste materials shall be permitted upon any Lot once the Living Unit has been completed.

14. Undesirable Structures.

No structure of a temporary or permanent character shall be constructed or installed unless approved by the ARB. Prohibited items are clotheslines, communication equipment, satellite dishes, aluminium storage sheds, antennas, shacks, barns or similar type outside structures. The Developer may construct any facility or structure deemed necessary, at its sole discretion.

15. Exterior Lighting.

All exterior lighting fixtures which can affect the public view and abutting property owners, shall be subject to ARB approval.

16. Model Homes.

The developer reserves the right to designate certain Living Units in conjunction with the Owners/Builders of the Unit as a model home, office center, sales center, or other similar type of purpose units.

17. Vehicles and Repair.

The parking of any recreational, special purpose, or non-operational air, land, or water vehicles as determined by the ARB, shall not be permitted within Porter Place unless said vehicles are within an enclosed garage or behind a privacy fence. No commercial vehicle of any nature shall be permitted to be parked upon any Lot or street on any regular basis.

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No vehicle repair of any nature, except for very minor or emergency purposes, shall be permitted in open driveways or on streets within Porter Place. No unlicensed or inoperable vehicle of any nature shall be permitted to remain in Porter Place within sight of any street or other Lot.

18. Obstruction and Maintenance of Easements.

No Lot Owner or any other party shall obstruct or cause to be obstructed any easement within Porter Place so as to restrict the purposes of use for said easement was granted. All easements shall be perpetually maintained to the highest standard by the Owners of the Lots the Easements shall fall upon.

19. Air-Conditioning Units, Pool Equipment, Irrigation Pumps, etc.

No air-conditioning units of any nature whatsoever, pool equipment, spa equipment, irrigation pumps, pool heaters, or other mechanical equipment or accessories shall be placed on the front of any Living Unit. Equipment that is placed to the side or rear of any Living Unit shall be screened with permanent masonry building materials or landscaping so it cannot be seen or heard from any street, or adjacent Living Unit, from any angle.

20. Chimneys.

Any exposed portion of a chimney outside of the Living Unit shall be constructed solely of Brick, Stone, or Stucco. If the chimney has a metal spark arrestor at the top of the chimney, this arrestor must have a cowl or surrounding made of materials approved by the ARB. Exposed metal chimneys are not allowed.

21. Mailboxes. — *See Amendment*

Mailboxes shall be permitted in Porter Place shall be subject to the rules and regulation of the United States Post Office.

22. Vegetable Gardens.

Vegetable gardens shall be permitted provided they are behind privacy walls and not seen from the streets or abutting property.

23. Window Air-Conditioning Unit.

No window or wall-mount air-conditioning units shall be permitted on any Living Unit.

24. Windows.

All windows in Living Unit must be either wood or aluminum with the color of the finish being either bronze or white. No steel or aluminum color awning or casement windows shall be permitted and no mirrored glass finish shall be permitted in windows unless approved by the ARB.

25. Utility Connections.

All Living Unit connections for all utilities including, but not limited to water, electricity, gas, telephone and television shall run underground from the proper connecting

ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA
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points to the dwelling structure in such manner as to be acceptable to the governing utility authority and the ARB.

26. Trade or business, Obnoxious Activities.

No trade or business or obnoxious or offensive activity shall be carried on in or upon any Lot or Living Unit, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. Garage sales must be approved by the Porter Place Homeowners Association and shall occur on a given date twice annually or as directed by the Association.

27. Storage of Construction Materials.

No lumber, brick, stone, cinderblock, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for purposes of immediate use in construction on such Lot and shall not be stored on such Lot for longer than that length of time reasonable necessary for the timely construction in which same is to be used.

28. Construction Debris.

During the construction of an improvement on any Lot, that Lot under construction shall be served by a dumpster either located on site, or on a contiguous vacant Lot. The dumpster shall be periodically emptied as necessary.

29. ARB Fees.

All plans and submittals for improvements of existing structures shall require a submission fee of Twenty-Five Dollars (\$25) ARB Review Fee. The ARB may require an ARB Review Fee for each resubmittal if it states so in the rejection of the approval letter and such resubmittal fee shall not exceed the original review fee.

30. Use of ARB Fees.

The ARB shall be empowered to collect the ARB fees that are set out in this document, as amended from time to time, and the ARB may use such money to compensate its members in its sole discretion. The ARB may accept funds from Homeowners' Association, but is not obligated to turn over any funds to the Homeowners' Association, and is not liable to account for any expenditures whatsoever of ARB funds to the Homeowners' Association. The ARB checking account shall be kept separate and distinct from any Homeowners' Association funds, and be used solely in the discretion of the ARB members.

31. Invalidation of Individual Criteria.

Invalidation of any one of these criteria by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

END OF April, 1991 PLANNING CRITERIA.

JR4315 PG4448

RECORDED & ACCORD VERIFIED

Matthe A. Hayes
County Controller, Orange County

PAGE 8

**AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR PORTER PLACE**

The Developer, PORTER PLACE, INC., a Florida corporation, hereby amends that certain Declaration of Covenants and Restrictions for Porter Place as recorded August 14, 1991 in Official Record Book 4315, Page 4413, of the Public Records of Orange County, Florida as follows:

Article X, Section 3, paragraph (a) shall be amended to read as follows:

Section 3. Building Location.

The location of any building on any Lot shall comply with the following:

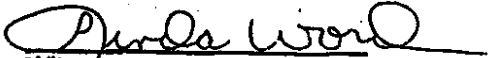
- (a) The setback lines for all Living Units shall comply with setback lines promulgated by Orange County.

Exhibit B, Section 1, paragraph (a) shall be amended to read as follows:


The location of any building on any Lot shall comply with the following:

- (a) The setback lines for all Living Units shall comply with setback lines promulgated by Orange County.


DATED this 22nd day of February, 1994.


Witness LINDA WORD

Print Name


Witness AMANDA P. HILERIO


Print Name

By: 
PORTER PLACE, INC.
Jerrell M. Davis, President
2466 East Michigan Street
Orlando, FL 32806

Orange Co FL 4784294
02/24/94 02:29:38pm
OR Bk 4703 Pg 1443
Rec 6.00

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22nd day of February, 1994 by JERRELL M. DAVIS, as President of Porter Place, Inc., a Florida corporation. He is personally known to me.

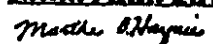

Signature of Notary Public
AMANDA P. HILERIO

Print name of Notary Public
My Commission Expires:

Prepared By And Return To:

Jerrell M. Davis
2466 East Michigan Street
Orlando, FL 32806



RECORDED & RETURNED

County Supervisor, Orange Co., FL

**SECOND AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR PORTER PLACE**

The Developer, PORTER PLACE, INC., a Florida corporation, hereby amends that certain Declaration of Covenants and Restrictions for Porter Place as recorded August 14, 1991 in Official Record Book 4315, Page 4413, of the Public Records of Orange County, Florida and amended on February 22, 1994, as follows:

Article VII, Sections 4, 5, and 7 shall be amended to read as follows:

Section 4. Original Assessment.

An Original Assessment of Two Hundred Fifty and 00/100 Dollars (\$250.00) per Lot shall be paid by the original purchaser of a Lot, (except home builders purchasing Lots from the Declarant), purchasing from the Declarant or a home builder, at the time of closing on the purchase of the Lot by the Owner. The Association may use the Original Assessment for any purpose as set forth in this Declaration. The Original Assessment shall be paid directly to the Association.

Section 5 Annual Assessment: Beginning January 1, 1994, the maximum annual assessment shall be Three Hundred and 00/100 Dollars (\$300.00) per Lot.

(a) From and after January 1, 1995, the Board of Directors may increase the maximum annual assessment each year by ten percent (10%) above the maximum assessment for the previous year without approval by a vote of the Membership.

(b) From and after January 1, 1995, to increase the maximum annual assessment more than ten percent (10%) of the prior year's maximum annual assessment, a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, must occur.

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

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The annual assessments provided for herein shall

Orange Co FL 4848385
04/22/94 02:06:59pm
DR Bk 4730 Pg 3241
Rec 10.50

CHICAGO TITLE E 6/1/80 HPH

Prepared By And Return To:

Jerrell M. Davis
2466 East Michigan Street
Orlando, FL 32806



AMANDA P. HILERIO
STATE OF FLORIDA
My Comm. Exp. 6-2-95
No. CC225306

RECORDED & SECURED

Matthew D. Higgins
County Registrar, Orange Co., FL

commence as to all Lots on the first day of the month following the conveyance of the common area.

DATED this 21st day of April, 1994.

Rebecca N. Bafus
Witness
Rebecca N. Bafus
Print Name

Amanda P. Hilerio
Witness
Amanda P. Hilerio
Print Name

By: Jerrell M. Davis
PORTER PLACE, INC.
Jerrell M. Davis, President
2466 East Michigan Street
Orlando, FL 32806

OR Bk 4730 pg 3242
Orange Co FL 4848385

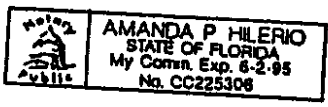
Record Verified - Martha G. Haynie

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Instrument was acknowledged before me this 21st day of April, 1994 by JERRELL M. DAVIS, as President of Porter Place, Inc., a Florida corporation. He is personally known to me and did not take an oath.

Amanda P. Hilerio
Signature of Notary Public

Print name of Notary Public
My Commission Expires:



Prepared By And Return To:

Jerrell M. Davis
2466 East Michigan Street
Orlando, FL 32806

**THIRD AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR PORTER PLACE**

The Developer, PORTER PLACE, INC., a Florida corporation, hereby amends that certain Declaration of Covenants and Restrictions for Porter Place as recorded August 14, 1991 in Official Record Book 4315, Pages 4413 thru 4448, of the Public Records of Orange County, Florida and amended on February 22, 1994 in Official Book 4703, Page 1443, and amended on April 21, 1994 in Official Record Book 4730, Pages 3241 and 3242, of the Public Records of Orange County, Florida, as follows:

Article I, Section 1 (d) is amended in its entirety and restated as follows:

(d) "Developer" shall mean Porter Place, Inc., a Florida corporation, and its successors, legal representatives and agents. It is specifically acknowledged that developer's status may be transferred by a recorded document executed by Porter Place, Inc. In addition, the party acquiring title by certificate of title issued pursuant to the foreclosure of that certain mortgage recorded in Official Records Book 4259, Page 1723, Public Records of Orange County, Florida (hereinafter "Foreclosure Purchaser"), shall acquire Developer's status and may assign such status by written assignment to any person (s) or entity to which the Foreclosure Purchaser conveys by one deed all the lots it then owns in the subject property.

Article III is amended in its entirety and restated as follows:

Porter Place, Inc., a Florida corporation, is and shall be the Developer of the subject property unless and until such time as one of the following events occurs:

- (a) The Developer owns no lot in the properties; or
- (b) The Developer resigns in writing to the Board of Directors; or
- (c) The Developer sells or otherwise transfers, or assigns (voluntarily or by operation of law) all of its developer's rights and notifies the Board of Directors of the association in writing of said assignment.
- (d) A certificate of title is issued pursuant to the foreclosure of that certain mortgage recorded in the Official Records Book 4259, Page 1723, Public Records of Orange County, Florida at which time the Foreclosure Purchaser shall acquire Developer status as per Article I, Section 1(d).

In the event that Porter Place, Inc. should cease to be the Developer for any of the above stated reasons, the Association, or the Transferee or Assignee in the event of a transfer or assignment, shall be responsible for the duties and obligations of the Developer of Porter Place.

Article IV--MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 2, paragraph (b) shall be amended to read as follows:

(b) On May 31, 2000.

NR Bk: 4904 Pg 1049
Orange Co PL 5239027

Article X--RESTRICTIVE COVENANTS

Section 4, shall be amended to read as follows:

The following are strictly prohibited: window air-conditioning units, and vehicle repair (land, sea, or air) for longer than a 48 hour repair period. Exterior television, radio, or electronic antennas and satellite dish antennas are allowed provided they are within a privacy wall and not visible from the street, or no more than 600 square inches in gross area when visible from the street. Antennas are prohibited which exceed higher than the roof line of the house. The ARB shall have the authority from time to time to include within its promulgated residential Planning Criteria other restrictions or clarifications on the foregoing and regarding such matters as restrictions, or prohibitions as to "for sale" signs, mailboxes, structures, nuisances, garbage and trash disposal, removal of trees, gutters, easements, game and play structures, swimming pools, sight distance at intersections, utility connections, driveway construction, and such other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria for residential planning criteria promulgated by the ARB, set forth in Exhibit A hereto, as may be amended from time to time. However, once the ARB promulgates certain restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies or changes same and/or promulgates new restrictions as set forth by the ARB.

Article XII, Section 2 is amended to add the following to the end:

While the Foreclosure Purchaser has Developer's status pursuant to Article I Section 1(d), it shall have the sole right to amend these covenants and restrictions in any manner.

Exhibit B, ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA PORTER PLACE

Paragraph 8, Fences, shall be amended to read as follows:

No chain link, wood, vinyl, or similar type fence material shall be permanently installed in Porter Place unless approved by the ARB. Wrought Iron and Aluminum picket fencing is approved for installation in the side and back yards within property setbacks, but prohibited in front yards. Concrete block fencing is approved

*If you need
more pages let*

provided it conforms with the provisions of Paragraph 9, Privacy Walls.

Black, Brown, or Green Chain link fence may be installed in the side and back yards within setbacks provided that a landscape hedge is planted where said chain link is installed and that the hedge is on the outside facing other adjoining property and/or streets. The intent and purpose is to have the hedge grow around the chain link, hiding and concealing the chain link from view. All gates used in fences and privacy walls shall be painted Wrought Iron, painted Aluminum, or painted wood. Chain link gates are prohibited.

Construction of temporary fences for safety, security, or other similar type uses shall be permitted for the minimum amount of time necessary.

OR Bk 4904 Pg 1050
Orange Co FL 5259027

Record Verified - Martha O. Raynii

Paragraph 21, Mailboxes., shall be amended to read as follows:

Mailboxes are required in Porter Place and shall be approved by the ARB during the construction plan approval. All Mailboxes shall be of a uniform appearance and be a black cast aluminum / iron box and base which conforms to the rules and regulations of the United States Postal service. The ARB will furnish the construction plan applicant a source/vendor for the purchase of the approved Mailbox for installation at Porter Place.

The remainder of the covenants and restrictions shall remain the same.

DATED this 12th day of June, 1995.

Rodney L. Eddins
WITNESS

RODNEY L. EDDINS
PRINT NAME

JERRELL M. DAVIS
WITNESS
JERRELL M. DAVIS
PRINT NAME

PORTER PLACE, INC.

By Jerrell M. Davis
JERRELL M. DAVIS, PRESIDENT
2466 East Michigan Street
Orlando, Florida, 32806

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12th day of June, 1995 by JERRELL M. DAVIS, as President of Porter Place, Inc. a Florida corporation. He is personally known to me and did not take an oath.



REGINA MARIA POWERS
My Comm Exp. 2/09/97
Bonded By Service Inc
No. CC258391

Regina Maria Powers
Signature of Notary Public
REGINA MARIA POWERS
Print name of Notary Public
My Commission Expires:

Prepared By And Returned to
Jerrell M. Davis
2466 East Michigan Street
Orlando, Florida 32806

PPCONVENA

Return to:
Name: MARK F. AMERS, ESQUIRE
Address: 170 East Washington Street
Orlando, Florida 32801-2397

This Instrument Prepared by:
Name: MARK F. AMERS, ESQUIRE
Address: 170 Washington Street
Orlando, Florida 32801-2397

Orange Co FL 5836693
11/08/96 01:20:33pm
OR Bk 5152 Pg 3730
Rec 10.50

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**FOURTH AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR PORTER PLACE**

The Developer, Barbara Ann Garner, Trustee, hereby amends that certain Declaration of Covenants and Restrictions for Porter Place as recorded August 14, 1991, in Official Records Book 4315, Page 4413, and amended on February 22, 1994 in Official Records Book 4703, Page 1443, and on April 22, 1994 in Official Records Book 4730, Page 3241, and on June 14, 1995 in Official Records Book 4904, Page 1048, all in the Public Records of Orange County, Florida, as follows:

Article VII, Sections 4 and 5 shall be amended as follows:

Section 4: Original Assessment

Beginning January 1, 1997, an original assessment of Five Hundred Dollars (\$500.00) per Lot shall be paid by the original purchaser of a lot, (except approved builders acquiring Lots from the declarant) purchasing from the Declarant or a builder, at the time of closing on the purchase of the Lot by the Owner. The Association may use the original assessment for any purpose as set forth in this Declaration. The original assessment shall be paid directly to the Association.

Section 5: Annual Assessment

Beginning January 1, 1997, the maximum annual assessment shall be Five Hundred Dollars (\$500.00) per lot. This annual assessment shall be in addition to the Original Assessment and is due and payable annually thereafter or as the Association directs. Said assessment shall be paid directly to the Association.

(a) The Board of Directors of the Association may, after consideration of the current maintenance costs and future needs, adjust an assessment, once each year, to a lesser amount than the assessment then in effect or up to twenty-five percent (25%) above the assessment then in effect without approval by a vote of the membership.

(b) From and after January 1, 1997, to increase the maximum annual assessment more than twenty-five percent (25%) of the prior year's maximum annual assessment, a two-thirds (2/3) vote of the Members, regardless of type of class of the members, who are voting in person or by proxy at a meeting called for that purpose, must occur.

OR Bk 5152 Pg 3731
Orange Co FL 5836693

Barbara Ann Garner, Trustee
BARBARA ANN GARNER, Trustee

STATE OF GEORGIA:
COUNTY OF BCKEN

Recorded - Martha O. Haynie

The foregoing instrument was acknowledged before me this 1 day of NOVEMBER, 1996, by BARBARA ANN GARNER, Trustee.

Kathleen Dwyer
(Notary Public Signature)

KATHLEEN DWYER
(Notary Public Print Name)

My Commission Expires July 28, 2000



Personally Known X OR Produced Identification

Type of Identification: _____

Orange Co Fl 1997-0806023
06/04/97 12:21:38
DR Bk 5270 Pg 1702
Rec 10.50



EXECUTED BY:
Name: Barbara P. Garner, Trustee
132 Big Cedar
Big Cedar, GA 30143

This Instrument Prepared By:
Barbara P. Garner, Trustee
Address: 132 Big Cedar
Big Cedar, GA 30143

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FIFTH AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR PORTER PLACE

The Developer, Barbara Ann Garner, Trustee, hereby amends that certain Declaration of Covenants and Restrictions for Porter Place as recorded August 14, 1991 in Official Record Book 4315, Page 4413 of the Public Records of Orange County, Florida and amended on February 22, 1994 (Book 4703, Page 1443, on April 22, 1994 (Book 4730, Page 3241), June 14, 1995 (Book 4904, Page 1048, and November 8, 1996 (Book 5152, Page 3730), all in the Public Records of Orange County, Florida, as follows:

Article VII, Section 5 shall be amended as follows:

Section 5: Annual Assessment.

Beginning January 1, 1997, the maximum annual assessment shall be Five Hundred Dollars (\$500.00.) per lot. This annual assessment shall be in addition to the Original Assessment and is due and payable annually thereafter or as the Porter Place Homeowners Association directs. Said assessment shall be paid directly to the Porter Place Homeowners Association.

(a) The Board of Directors of the Association may, after consideration of the current maintenance costs and future needs, adjust an assessment, once each year, to a lesser amount than the assessment then in effect or up to ten (10%) above the assessment then in effect without approval by a vote of the membership.

(b) From and after January 1, 1997, to increase the maximum annual assessment more than ten (10%) of the prior year's maximum annual assessment, a two-thirds (2/3) vote of the Members, regardless of type of class of the members, who are voting in person or by proxy at a meeting called for that purpose, must occur.

Barbara Ann Garner, Trustee
BARBARA ANN GARNER, TRUSTEE

STATE OF GEORGIA:
COUNTY OF PICKENS

OR BK 8870 P. 1703
Orange Co FL 1997-0206033
Recorded - Martha D. Haynie

The foregoing instrument was acknowledged before me this 2
day of JUNE 1997, by BARBARA ANN GARNER, Trustee.

Kathleen Tussan
(Notary Public Signature)

Kathleen Tussan
(Notary Public Print Name)

My Commission expires July 26, 2000

Personally Known OR Produced Identification

Type of Identification: _____

SIXTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR PORTER PLACE

The Porter Place Homeowners, by majority vote on Sunday December 3, 2000, hereby amend that certain Declaration of Covenants and Restrictions for Porter Place as recorded August 14, 1991 in Official Record Book 4315, Page 4413 of the Public Records of Orange County, Florida and amended on February 22, 1994 (Book 4703, Page 1443), on April 22, 1994 (Book 4730, Page 3241), June 14, 1995 (Book 4904, Page 1048), and November 8, 1996 (Book 5152, Page 3730), all in the Public Records of Orange County, Florida, as follows:

ARTICLE XII, Section 1 and 2 reading:

Section 1. General Requirements. (a) Developer Approval Required. No amendment as indicated in this Article XII shall be effective or valid, unless (a) no party has Developer status as indicated in this Declaration, or (b) the Developer consents to the amendment in writing.

(b) Amendment Provision; Vote Required. Reference is made to the provisions relating to assessments and amendments thereof, as set forth in Section 7 of Article VII of this Declaration. Any other provisions, covenants or restrictions herein may be amended in accordance with this Article XII. By a majority Vote, the Members of the Association may change or amend any provision hereof, except as above mentioned, in whole or part.

....

The amendment approved by a majority vote of the Members shall be executed by the President and Secretary of the Association and recorded in the Public Records. The recorded amendment shall contain a recitation that (1) sufficient notice was given as set forth herein; (2) the Members approved the amendment by a majority vote either in person at the meeting or in writing before or after the meeting, but before the recording of the amendment; and (3) Developer approval in writing was obtained, or was not required. Said restrictions shall be conclusive as to all parties, and all persons of any nature whatsoever shall have full right to rely upon said recitations in such recorded amendment without the necessity of any Members executing the amendment.

Section 2. Amendment by Developer. While the developer controls the association namely, while it still has developer status in accordance with Article III of this Declaration, the Developer reserves and shall have the sole right to amend these covenants and restrictions in any manner. Any amendment by the Developer shall not be deemed to retroactively place a previously approved structure in violation of this Declaration as to any Lot, unless the Owner of the Lot joins in such amendment by executing the document to be recorded in the public Records or executes a separate instrument to be recorded in the Public Records.

are Amended with the following corrections:

Section 1. General Requirements. No amendment as indicated in this Article XII shall be effective or valid, unless adopted by super majority vote (2/3) by the Members of the association.

(b) Amendment Provision; Vote Required. Reference is made to the provisions relating to assessments and amendments thereof, as set forth in Section 7 of Article VII of this Declaration. Any other provisions, covenants or restrictions herein may be amended in accordance with this Article XII. By a super majority Vote (2/3), the Members of the Association may change or amend any provision hereof, except as above mentioned, in whole or part.

....

The amendment approved by a majority vote of the Members shall be executed by the President and Secretary of the Association and recorded in the Public Records. The recorded amendment shall contain a recitation that (1) sufficient notice was given as set forth herein; (2) the Members approved the amendment by a majority vote either in person at the meeting or in writing before or after the meeting, but before the recording of the amendment. Said restrictions shall be conclusive as to all parties, and all persons of any nature whatsoever shall have full right to rely upon said recitations in such recorded amendment without the necessity of any Members executing the amendment.

Section 2. Deleted

Orange Co FL 2001-0173971
04/24/2001 02:26:57pm
DR Bk 6242 Pg 4637
Rec 15.00

RETURN TO: Rick Rourke
2519 St. Heather Way
Orlando, FL 32806



ARTICLE IV, Section 4.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Is replaced with the following addition:

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association except, at the discretion of the Board of Directors, the Treasurer may be compensated for his/her duties. The total annual compensation may not exceed the current years annual assessment. Any director may be reimbursed for his actual expenses incurred in the performance of his duties.

And ARTICLE IV Section 2.

Section 2. Term of Office. The first Board of Directors named in the Articles of Incorporation shall serve until the first annual meeting of the members. At the annual meeting, the members shall elect the directors for a term of one year.

Will be replaced with

Section 2. Term of Office. The first Board of Directors named in the Articles of Incorporation shall serve until the first annual meeting of the members. At the annual meeting, the members shall elect all vacant director positions for a term of two years.

COPY



The remainder of the covenants and restrictions shall remain the same.

DATED this 17th day of April, 2001.

OR Bk 6242 Pg 4639
Orange Co FL 2001-0173971
Recorded - Martha O. Haynie

PORTER PLACE HOME OWNERS ASSOCIATION

By: [Signature]
Richard W Rourk, PRESIDENT

Betty C. Smith
WITNESS

Darcy Krajewski
WITNESS

Betty C. Smith
PRINT NAME

Darcy Krajewski
PRINT NAME

STATE OF FLORIDA
COUNTY OF ORANGE

2001

The foregoing instrument was acknowledged before me this ___ day of ___ by Richard Rourk, as President of Porter Place Homeowners Association, a Florida corporation.

[Signature]
Signature of Notary Public

Irvin Larry Smith
Print name of Notary Public
My Commission Expires:



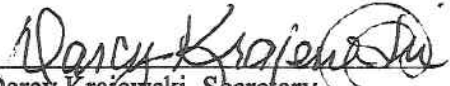
OR Reduced Identification

Seventh Amendment to Declarations of Covenants and Restrictions for Porter Place

Prohibition of On-Street Parking

No overnight on-street parking may be permitted by any owner or resident of Porter Place. Overnight on-street parking will be permitted for temporary guests of less than 7 consecutive days, to facilitate driveway and/or garage repairs or by special permission obtained in writing, in advance, from the Porter Place HOA Board of Directions. The Board, or its designee, will have sole authority in enforcement of stated parking regulations. A fine of up to \$10 a day may be levied to offenders after the issuance of no less than two written warnings in a calendar year. All funds will be applied to the PPHOA general accounts and any unpaid fines shall be considered delinquent sixty days from the fine issuance. All delinquent sums are be subject to late fees, interest and collection via property owner liens.

Adopted by Porter Place homeowners on November 6, 2002.

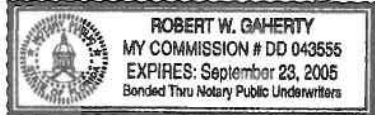

Darcy Krajewski, Secretary
Porter Place Homeowners Association

STATE OF FLORIDA }
COUNTY OF ORANGE }

Before me personally appeared Darcy Krajewski, personally known to me to be the individual described in and who executed the foregoing instrument, and she acknowledged to and before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal, this 9th day of August 2003.

Notary Signature: _____



Notary Seal: _____



INSTR 20030458933
OR BK 07049 PG 3352
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
08/13/2003 03:22:34 PM
REC FEE 6.00
LAST PAGE