DECLARATION OF COVENANTS AND RESTRICTIONS
FOR BAY HILL COVE

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR BAY HILL COVE (the "Declaration") is made and executed this 16th day of June, 1994, by BAY HILL COVE, INC. a Florida Corporation, which declares hereby that the real property described in Article II of this Declaration, together with any additional property designated by the Developer as being a part of the BAY HILL COVE Development, are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, liens and matters hereinafter set forth.

W I T N E S S E T H:

WHEREAS BAY HILL COVE, INC., hereinafter referred to as "Developer", being the owner of the real property situated in Orange County, Florida, described in Article II.

WHEREAS, the Developer desires that all The Properties, be subject to like restriction for the mutual benefit and protection of itself and persons, both natural and corporate, who hereafter may purchase or acquire said property or any part thereof, or any interest in said property or any part thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall otherwise provide), shall have the following meanings:

(a) "Association" shall mean and refer to BAY HILL COVE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit.

(b) "Common Areas" shall mean and refer to the property legally described in Exhibit "A" attached to and made a part hereof, plus all property designated as Common Areas in any future recorded supplemental declaration; together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, walkways, sprinkler systems and street lights, if any, but excluding any public utility installations thereon.

(c) "Developer" shall mean and refer to BAY HILL COVE, INC., a Florida Corporation, its successors, and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of The Properties. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis.

(d) "Development" shall mean and refer to all that real property more particularly described on Exhibit "B" attached hereto.

(e) "Lot" shall mean and refer to any Lot on the various plats of portions of The Properties, which plat is designated by Developer hereby or by any other recorded instrument to be subject to these covenants and restrictions (and to the extent the Developer is not the Owner thereof, then designated by the Developer joined by the Owner thereof), and Lot shown upon any resubdivision of any such plat, and any other property hereafter declared as a Lot by the Developer and thereby made subject to this Declaration.

(f) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

(g) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(h) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(i) "Unit" shall mean and refer to the individual home residence constructed on the Lot.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Legal Description. The real property which, initially, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Orange County, Florida, and is more particularly described as follows:

BAY HILL COVE, according to the plat thereof recorded in Plat Book 33, Page 69 of the Public Records of Orange County,

All of which real property, and all additions thereto, is herein referred to collectively as "The Properties."

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such

interest merely as security for the performance of an obligation shall not be a Member of the Association.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and 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 such Lot, except as to Class B.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus four (4) votes for each Lot owned by the Developer. Developer shall be entitled to cast such votes any time Class A Members shall he entitled to vote. The Class B membership shall cease and terminate one (1) year after the last Lot within The Properties has been sold and conveyed by the Developer (or its affiliates), or sooner at the election of the Developer (whereupon the Class A members shall be obligated to elect the Board and assume control of the Association).

Section 3. General Matters. When reference is made herein, or in the Articles, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS: OTHER EASEMENTS

Section 1. Members Easements. Each Member, and each tenant, agent and invitee of such Member, shall have a nonexclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, their tenants, agents and invitees, in such manner as may be regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded.

(b) The right of the Association to suspend the Owner's (and his permitees') voting rights and right to use the recreational facilities (if any) for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(c) The right of the Association to charge reasonable admission and other fees for the use of the recreational facilities (if any) situated on the Common Areas.

(d) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(e) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all permitted user's immediate family who reside with him, and his guests, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

(f) The right of the Developer to permit such persons as Developer shall designate to use the Common Areas and all recreational facilities located thereon (if any)

(g) The right of the Association, by a two-thirds (2/3) affirmative vote of the entire membership, to dedicate portions of the Common Areas to a public agency under such terms as the Association deems appropriate and to create or contract with special taxing districts for lighting, roads, recreational or other services, security, or communications and other similar purposes deemed appropriate by the Association.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the common Areas and the paving, drainage structures, street lighting fixtures and appurtenances, landscaping, perimeter wall, improvements and other structures (except utilities) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. Maintenance of the aforesaid street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of Developer's and its affiliates' responsibility to Orange County of any kind with respect to the Common Areas and shall indemnify and hold the Developer and its affiliates harmless with respect thereto.

All work pursuant to this Section and all expenses incurred hereunder shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Areas or abandonment of the right to use the Common Areas.

Section 4. Utility Easements. Use of the Common Areas for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration. The Developer and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Areas for the installation and maintenance of community and/or cable television and security and other communication lines, equipment and materials and other similar underground television, radio and security cables (and all future technological advances not now known) for service to the Lots and other portions of the Development.

Section 5. Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 6. Ownership. The Common Areas are hereby dedicated to the Association and the tenants, guests and invitees of members of the Association, subject to the rights of the Developer as provided hereafter. The Common Areas (or appropriate portions thereof) shall, not later than completion of the improvements thereon or the date when the last Lot within The Properties has been conveyed to a purchaser, be conveyed to the Association, which shall accept such conveyance. Beginning from the date these covenants are recorded, the Association shall be responsible for the maintenance of such Common Areas (whether or not then conveyed or to be conveyed to the Association), such maintenance to be performed in a continuous and satisfactory manner without cost to the general taxpayers of Orange County. It is intended that all real estate taxes assessed against that portion of the Common Areas owned or to be owned by the Association shall be proportionally assessed against and payable as part of the taxes of the applicable Lots within The Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded.

Developer and its affiliates shall have the right from time to time to enter upon the Common Areas and the portions of The Properties for the purpose of construction, reconstruction, repair, replacement, and/or alteration of any improvements or facilities on the Common Areas or elsewhere on The Properties that Developer and its affiliates elect to effect, and to use the common Areas and other portions of The Properties for sales, displays and signs or for any other purpose during the period of construction and sale of any portion of the Development. Without limiting the generality of the foregoing, the Developer and its affiliates shall have the specific right to maintain upon any portion of The Properties sales, administrative, construction or other offices without charge, and appropriate easements of access and use are expressly reserved unto the Developer and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Developer shall not be liable for delays in such completion to the extent resulting from the above-referenced activities.

Section 7. Other Easements. Easements are reserved over each Lot and the Common Areas in favor of each other Lot and the Common Areas in order to permit drainage and run-off from one Lot (and its improvements) to another or to the Common Areas or from the Common Areas to any Lot or Lots.

Section 8. Retention Area and Surface Water Management System Tract A, BAY HILL COVE, is a retention area and is dedicated in fee simple to Orange County as shown on the Plat. Other tracts may be dedicated in subsequent phases. The Association may provide a supplemental program for maintenance of these areas, which may, but need not be covered by a MSTU refund agreement with Orange County.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, the Developer, for all Lots within The Properties, hereby covenants and agree, and each Owner of any Lot by acceptance of a deed therefore, shall be deemed to covenant and agree, to pay to the Association annual assessments or charges for the maintenance, management, operation and insurance of the Common Areas as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, capital improvement assessments, as provided elsewhere herein, assessments for maintenance as provided in Section 4 hereof and all other charges and assessments hereinafter referred to, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid. Except as provided herein with respect to special assessments which may be imposed on one or more Lots and Owners to the exclusion of others, all assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction equally.

Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Section 2. Purpose of Assessments. The regular assessments levied by the Association shall be used exclusively for maintenance of the Common Areas, supplemental maintenance of the retention areas regularly maintained by any governmental body, for certain Lot maintenance, for capital improvements, reserves (if any), and to promote the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with

them, their guests and tenants, and for any other expense on behalf of the Association, all as provided for herein and in the Articles of Incorporation and By-Laws of the Association.

Section 3. Specific Damage. Owners (on their behalf and on behalf of their family, tenants, guests, and invitees) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association and a special assessment may be levied therefore against such Owner or Owners. Such special assessments shall be subject to all of the provisions hereof relating to other assessments, including but not limited to, the lien and foreclosure procedures.

Section 4. Exterior Maintenance. The Owner shall maintain the structures and grounds on his Lot at all times in a neat and attractive manner and as provided elsewhere herein. Upon the Owner's failure to do so, the Association may at its option, after giving the Owner written notice and hearing as provided in Article VIII sent to his last known address, or to the address of the subject premises, have that portion of the grass, weeds, shrubs and vegetation which the Owner is to maintain cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and special assessment charged against the Lot on which the work was done and shall be the personal obligation of all Owners of such Lot. Upon the Owner's failure to maintain the structures and improvements on his Lot in good repair and appearance and otherwise as required herein, the Association may, at its option, after giving the Owner thirty (30) days' written notice and hearing as provided in Article VIII sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided. No bids need to be obtained by the Association for such work and the Association shall designate the contractor in its sole discretion.

Section 5. Capital Improvements. Funds in excess of $10,000.00 in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the Association and which have not previously been collected as reserves or are otherwise available to the Association shall be levied by the Association as special assessments only upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Association voting at a meeting or by ballot as may be provided in the By-Laws of the Association.

Section 6. Date of Commencement of Initial and Annual Assessments; Due Dates. The first of the annual assessments provided for in this Article shall commence on the recording of the Plat and shall be applicable through December 31, 1994. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. Until changed by the Board, the annual assessment shall be one hundred eighty dollars ($180.00), and shall be effective upon transfer of a lot to a Class A owner.

The annual assessments shall be payable in advance in, semi- or annual installments or other as may be determined by the Board of Directors of the Association. An initial assessment or one-time entry fee of Two Hundred Fifty Dollars ($250.00) shall be due and payable upon transfer of a Lot to a Class A Owner; except that the fee shall not be due from an approved builder/contractor until sale by the approved builder/contractor, or upon occupancy or rental by the approved builder/contractor.

The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment shall be fixed in the Board resolution authorizing such assessment.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment of the first installment thereof, except as to emergency assessments. In the event no such notice of a change in the assessment for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

Section 8. Effect of Nonpayment of Assessment; the Personal Obligation; the Lien, Remedies of the Association. If the assessments or installments are not paid on the date(s) when due (being the date(s) specified herein), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than ten percent (10%) of the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessment and late charges are unpaid or may foreclose the lien against the Lot on which the assessment and late charges are unpaid or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and reasonable attorneys' fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In the case of an acceleration of the next twelve (12) month's worth of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then more current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not he applicable to the mortgagees and purchasers contemplated by Section 9 of this Article.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association.

Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owner.

Section 9. Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to tax liens and to the lien of any mortgage (recorded prior to recordation by the Association of a claim of lien, which mortgage encumbers a Lot) to any institutional lender and which is now or hereafter placed upon any property subject to assessment; provided, however, that any such mortgagee when in possessions or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be as assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 10. Access at reasonable Hours. For the purpose solely of performing the Lot and exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day to accomplish such work.

Section 11. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer, (or any of its affiliates) is the Owner of any Lot, neither the Developer, nor any such affiliates, shall be liable for assessments against such Lot.

Section 12. Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association for the Owners of all Lots, as their interests may appear, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States.

ARTICLE VI

CERTAIN RULES AND REGULATIONS

Section 1. Applicability. The Provisions of this Article VI shall be applicable to all of The Properties but shall not be applicable to the Developer or property owned by the Developer.

Section 2. Land Use and Building Type. No Lot, nor building on a Lot, shall be used except for residential purposes and no Lot shall have more than one home. Temporary uses by Developer and its affiliates for model homes, sales displays, parking lots, sales offices, and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Developer or its

affiliates (except if such changes are made by the Developer) without the consent of the Architectural Review Board as provided herein.

Section 3. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats covering The Properties and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in that area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association and the Developer and its affiliates, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewer, storm conduits, under and through the utility easements as shown on the plats. Developer and its affiliates, and its and their designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antenna, radio, television, and security lines (and for all future technological advances not now known) within platted utility easement areas. All utilities and lines within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

Section 4. Nuisances. No noxious, offensive or unlawful activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

Section 5. Temporary Structures. No structure of a temporary character, or trailer, tent, or mobile home, shall be permitted on The Properties at any time or used at any time as a residence, either temporarily or permanently, except by the Developer and its affiliates during construction.

Section 6. Signs. No sign of any kind shall be displayed to the public view on The Properties, except only one sign of not more than one (1) square foot used to indicate the name of the resident or one sign of not more than five (5) square feet advertising the property for sale or for rent (in locations and in accordance with design standards approved by the Architectural Review Board), or any sign used by a builder/contractor to advertise the company during the construction and sales period.

Section 7. Oil and Mining Operation. No oil drilling, oil Development operations, oil refining, quarrying or mining operations of any kind or equipment used in connection with such, shall be permitted upon or in The Properties.

Section 8. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except no more than two (2) household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. Domestic animals shall be fenced or on a leash at all times. Domestic animals shall also be subject to applicable rules and regulations.

Section 9. Visibility at Intersections. No obstruction to visibility at Street intersections or Common Area intersections shall be permitted.

Section 10. Architectural Review. An Architectural Review Board ("ARB") shall be appointed by the Board of Directors as a committee thereof, which Board shall consist of not less than three persons. No building, wall, fence or other structure or improvement of any nature (including, but not limited to, landscaping, exterior paint or finish, hurricane protection, basketball hoops, birdhouses, other pet houses, swales, asphalting or other improvements or changes of any kind) shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Architectural Review Board have been approved in writing by the Architectural Review Board named below and all necessary governmental permits are obtained. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Review Board deem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any substantial change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Review Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph and shall further have the right to waive or modify the provisions of these covenants and restrictions, when the ARB, in its sole discretion, deems such waivers or modifications to be necessary or desirable to carry out the orderly development and maintenance of the subdivision development. The Architectural Review Board is composed initially of:

Ellsworth G. Gallimore
E. Lyndon Gallimore
Courtney B. Gallimore

A majority of the ARB may take any action the ARB is empowered to take, may designate a representative to act for the ARB and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any Member of the ARB, the Board of Directors of the Association shall appoint a successor. The members of the ARB shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Review Board shall act on submissions to it within thirty (30) days after receipt of the same (and all further documentation required) or else the request shall be deemed approved.

Without limiting the generality of Section 1 hereof, the foregoing provisions shall not be applicable to the Developer or its affiliates or to construction activities conducted by the Developer or such affiliates.

Section 11. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all residential buildings may be maintained as that originally installed, without prior approval of the Architectural Review Board, but prior approval by the Architectural Review Board shall be necessary before any such exterior finishing color is changed. The Lot landscaping , including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner substantially as

originally installed by the original builder/contractor, unless the prior approval for any change, deletion or addition is obtained from the Architectural Review Board.

Section 12. Commercial Trucks, Trailers, Campers and Boats. No truck or commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on The Properties, unless the Developer designates specifically certain spaces for some or all of the above. Provision for temporary visitation may be established by rules and regulations. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to vehicles for personal use which are stored within garages, which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Developer or its affiliates. No on-street parking shall be permitted, except for temporary visitation.

Any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reasons, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers; and an affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 13. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time for the applicable governmental authority for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Such containers may not be placed out for collection sooner than Twenty-four (24) hours prior to scheduled collection and must be removed within twelve (12) hours of collection.

Section 14. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard set-back areas, except as originally installed by original builder/contractor and except any approved by the Architectural Review Board as above provided.

Section 15. No Drying. To the extent lawful, no clothing, laundry or wash shall be aired or dried on any exterior portion of The Properties.

Section 16. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls unless approved by the ARB. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Review Board for energy conservation purposes.

Section 17. Exterior Antennas. No exterior antennas or satellite dishes shall be permitted on any Lot or improvement thereon, except that approved by Developer or ARB. Developer or the Association shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines.

Section 18. Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Developer or its affiliates during construction periods.

Section 19. Play and Recreational Structures. Play and recreational structures such as swingsets, gymsets, basketball hoops and similar facilities shall be approved by the ARB as to size, location and etc., prior to installation. Swingsets and gymsets shall only be permitted in back yards, provided they are screened from the road and otherwise approved by the ARB. All play and recreational structures shall be properly maintained by their owners and shall not be permitted to remain on the properties in disrepair. No skateboard ramps or similar facilities shall be permitted on any Lot or on The Properties at any time.

Section 20. Additional Rules and Regulations. The Board of Directors of the Association may from time to time adopt additional rules and regulations of the Association without the necessity of recording an amendment hereto or thereto in the public records; however, such rules and regulations shall be published and available upon request by any member.

ARTICLE VII

RESALE RESTRICTIONS

No Owner may sell or convey his interest in a Lot unless all sums due the Association shall be paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefore. The Owner requesting the certificate shall pay to the Association a fee of twenty five dollars ($25.00) or such other fee as may be set by the Board, to cover the costs of examining records and preparing the certificate.

ARTICLE VIII

ENFORCEMENT

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of an Owner to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of Common Areas

(except for legal access) of defaulting Owners. The offending Lot Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

Except as to liens as a result of nonpayment of initial and annual assessments, before any court action is initiated by the Board the owner shall be entitled to notice and hearing as provided in Section 4.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rules or regulation, provided the procedures of section 4 are adhered to.

Section 4. Enforcement Procedures. The following procedures shall be followed when any action is to be taken for violation of any covenant and restriction or rule or regulation of the association; except that no such procedure shall be required for enforcement of a lien for nonpayment of initial or annual assessments.

(a) Notice: The Association shall notify the Owner of the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why penalties should not be imposed. At least six (6) days' notice of such meeting shall be given. Notice shall be by personal delivery or by United States Mail Certified (or its equivalent) and if by mail, shall be deemed delivered three days after mailing.

(b) Hearing: The alleged noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should or should not be assessed. The decision of the Board of Directors shall be submitted to the Owner in writing not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Penalties: The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner of not more than $250.00 for each non-compliance or violation.

(d) Payment of Penalties: Fines shall be due and payable not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Penalties: All monies received from fines or penalties shall be allocated as directed by the Board of Directors.

(g) Nonexclusive Remedy: These fines and penalties shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner

shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from each Owner.

Section 5. Other Violations or ARB. The failure of the Developer, or the Association, to enforce any covenant or restriction herein contained, however long continued, shall in no event be deemed a waiver of 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.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Developer, BAY HILL COVE homeowners' Association, Inc., the Architectural Review Board and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods at ten (10) years each unless an instrument signed by the then Owners of 75% at all the Lots subject hereto has been recorded, agreeing to revoke the said covenants and restrictions.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants. The failure of the Developer, or the Association to enforce any covenant or restriction 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. In the enforcement of any right hereunder, the Developer, the Association, and the ARB, or any owner, shall be entitled to recover against the offending owner reasonable attorney's fees, whether suit be brought or not. Any matter which results in a lien arising in favor of the Association may be enforced in any manner permitted by law, or as follows: A written notice of intent to collect a lien shall be mailed to the owner, by certified mail, at least twenty (20) days in advance of subsequent steps hereunder. Not less than twenty (20) days after mailing notice of intent to collect lien, a Notice of Lien specifying the nature, amount, owner and legal description of the pertinent lot shall be recorded in the Public Records of Orange County, Florida. A copy of such recorded Notice of Lien shall be mailed to the Owner, with demand for payment of same with interest at the highest rate allowed by law at the time of recording, recording costs and any fees incurred in preparation of recording the same. If payment in full is not received by the Association within twenty (20) days of mailing the recorded lien,

the Association may proceed to foreclose said lien as if the same constituted a mortgage, such lien to include all cost of such foreclosure, including reasonable attorney's fees.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer alone, for so long as it or its affiliates hold title to not less than ten percent (10%) at the Lots affected by this Declaration; or alternatively by approval at a meeting of Owners holding not less than 66-2/3% vote of the membership in the Association, provided, that so long as the Developer or its affiliates is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. The foregoing sentence may not be amended, except with consent of Developer.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Orange County Public Records.

Section 7. Withdrawal. Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of The Properties then owned by the Developer or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of reasonable changes in the plans for The Properties desired to be effected by the Developer.

Section 8. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

Section 9. Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Association or the Architectural Review Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 10. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Unit Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of the provisions.

Section 11. Covenants Running With the Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to The Properties. Without limiting the generality of Section 4 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties affected hereby (that these covenants and restrictions run with the land as aforesaid) be achieved.

ARTICLE X

ARCHITECTURAL REVIEW BOARD (ARB) PLANNING CRITERIA

Section 1. Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence of not less than 2,000 square feet of heatable living area, not to exceed thirty-five (35) feet in height (AND FURTHER SUBJECT TO RESTRICTIONS ON LOTS 21-39, INCLUSIVE AS PROVIDED IN SECTION 19 HEREAFTER), and a private and closed garage for not less than two nor more than four cars. After construction is started, it shall be actively continued and shall be completed within ten (10) months, except for matters not within control of the builder/contractor. If builder/contractor anticipates a longer construction time, it shall obtain approval of the Developer or ARB prior to construction.

Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence. No guest house is to be constructed on any Lot unless the location, use and architectural design is approved by the ARB.

Section 2. Layout. No foundation for an improvement can be poured until the layout for the improvement is approved by the ARB. It is the purpose of this approval to assure that as few trees as possible are disturbed and that the improvement is placed on the Lot in its most advantageous position.

(a) The ARB shall approve all front and rear yard setbacks. Front and rear yard setbacks shall also meet the minimums required by the appropriate governmental authority.

(b) Side yards shall be provided on each side of the improvement of not less than 7.5 feet from side Lot lines, except on a corner Lot, where setbacks from all streets or roads shall be a minimum of fifteen (15) feet on the side.

Section 3. Exterior Color Plan. The ARB shall have final approval of all exterior color plans and each builder/contractor must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. Failure to submit may result in the builder/contractor having to repaint the home. The builder/contractor will not use the same paint colors as the home next door or immediately across the road.

Section 4. Roofs. All roofs shall have a pitch of at least 6/12. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches, and patios. There shall be no flat roofs on the entire main body of an improvement. The ARB shall have discretion to approve such roofs on part of the main body of an improvement, particularly if modern or contemporary in design. No built up roofs shall be permitted, except on approved flat surfaces.

The composition of all pitched roofs shall be fiberglass architectural shingle or ceramic or cement tile, either flat or barrel design. No other composition shall be permitted unless specifically identified and approved in writing by the ARB.

Solar panels and similar devices installed on roofs shall not be permitted unless approved in writing by the ARB as to design, location and other installation criteria.

Section 5. Garages. In addition to the requirements stated in paragraph one, all garages must have a minimum width of twenty (20) feet for a two car garage; twenty-nine (29) feet for a three car garage; or thirty-eight (38) feet for a four car garage, measured from inside walls of garage. All garages must have a minimum depth of twenty (20) feet on 2 stalls of the garage, measured from inside walls of garage. Front-entry and courtyard side-entry garage entrances shall be permitted, however, side-entry garage entrances are encouraged where feasible. No four car front-entry garages shall be permitted. All garages must have overhead door(s) with a minimum door width of eight (8) feet for any single car entrance or sixteen (16) feet for any two car entrance. No carports will be permitted.

Section 6. Driveway and Sidewalk Construction. All dwellings shall have a paved driveway of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly

fashion and in such a way as to be acceptable to the ARB. A four foot concrete sidewalk is required on each Lot and shall connect with the sidewalk on adjacent properties, corner Lot, front and side.

Section 7. Dwelling Quality. The ARB shall have final approval of all exterior building materials. eight inch (8") concrete block shall not be permitted on the exterior of any house or detached structure, unless finished with stucco. The ARB shall discourage the use of imitation brick and encourage the use of materials such as brick, stone, wood and stucco, or a combination of the foregoing.

Section 8. Walls, Fences and Shelters. No wall or fence shall be constructed with a height of more than six (6) feet above ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the Board, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any improvement unless approved by the ARB.

Section 9. Lighting. All exterior lighting of a Lot shall be accomplished in accordance with a lighting plan approved in writing by the ARB.

Section 10. Swimming Pools. Any swimming pool to be constructed on any Lot shall be subject to requirements of the ARB and must be approved prior to construction.

Section 11. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence or other use either temporarily or permanently.

Section 12. Removal of Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs, palmettos, and encourage the builder/contractor to incorporate them in his landscaping plan. No trees of six inches (6") in diameter at one foot (1') above natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of an improvement or such trees pose a threat to existing improvements.

Section 13. Landscaping. A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure of two thousand dollars ($2,000.00), exclusive of irrigation systems and sodding. Sodding must be improved bitter blue Floratam St. Augustine grass or its equivalent, and will be required on all yards. Each improvement must have shrubs on front and side yards. Each improvement shall be required to have the front, rear and side yards irrigated by a sprinkler system approved by the ARB. Each improvement shall be required to include at least one (1) oak tree (of a variety other

than Turkey Oak or Scrub Oak), three inch (3") diameter at one foot (1') above ground, to be planted in the front yard, unless this requirement is waived in writing by the ARB.

Section 14. Air Conditioning and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent street.

Section 15. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. The builder/contractor shall install the original mailbox and it shall be included in the price of the house. Each mailbox must be properly maintained by the Owner.

Section 16. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the Street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 17. Utility Connections. All connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the improvement in such a manner to be acceptable to the governing utility authority.

Section 18. Contractors. All construction of houses and subsequent construction work, shall be performed by a licensed residential building contractor approved by the Developer or the ARB. If a lot has been sold to an approved contractor, any subsequent purchaser shall be required to comply with this paragraph.

Section 19. ADDITIONAL RESTRICTIONS ON LOTS 21-39, INCLUSIVE. No residences with two or more stories shall be constructed on Lots 21-39, inclusive. "Bonus Rooms" may be permitted, provided plans are approved in writing by the ARB, which approval may be withheld in the sole discretion of the ARB.

EXECUTED as of the date first above written.

Signed, Sealed and Delivered
in the Presence of:

Frank McMillan

Louise A. Ward

BAY HILL COVE, INC.
A Florida Corporation,
By: _____
Ellsworth G. Gallimore
President

Corp. Seal

1051 Winderley Place
Suite 307
Maitland, FL 32751

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 acknowledgements, personally appeared ELLSWORTH G. GALLIMORE, President of Gallimore Development, Inc., a Florida Corporation, and acknowledged executing the same on behalf of the corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day at June, 1994.

Louise A. Ward
Notary Public

EXHIBIT A

Description of Common Areas for Bay Hill Cove

There are no Common Areas at the time of filing of the Plat, however the wall and landscape easements are dedicated to the Homeowners' Association as shown on the Plat.

EXHIBIT B

Legal Description for Bay Hill Cove

<legal description>

This Instrument Prepared By:
Frank McMillan, Attorney At Law
655 North Wymore Road, Suite 101
Winter Park, FL 22789
(407) 644-7200
fm/ghdocs/bhcovenants.5